



**Section I Standard Terms and Conditions of the Invitation to Bid**

**1.1 AWARD**

The right is reserved, as the interest of the County may require, to reject any and all bids and to waive any informality in bids received. The county may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified. The County reserves the right to make an award on any item for quantity less than the quantity bid upon at the unit price offered unless the bidder specifies otherwise in his bid. The contract shall be awarded to that responsible bidder whose bid, conforming to the Invitation to Bids, will be most advantageous to the County price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid results in a binding contract without further action by either party.

**1.2 PREPARATION OF BIDS**

(A) Bidders are expected to examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.

(B) Each bidder shall furnish the information required by the Invitation. The bidder shall sign the Invitation; erasures or other changes must be initialed by the person signing the offer. Bids not submitted on the enclosed form may be subject to disqualification.

(C) Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the schedule continuation sheet for each item bid. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(D) Alternate bids for supplies or services other than those specified will not be considered unless authorized by the Invitation.

(E) Bidders must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the Invitation.

(F) Time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

**1.3 EXPLANATION TO BIDDERS**

Any explanation desired by a bidder regarding the meaning or interpretation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before submission of their bids. Oral explanation or instructions given to a prospective bidder concerning an Invitation will be furnished to all prospective bidders as an amendment to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders.

**1.4 ACKNOWLEDGMENT OF AMENDMENTS TO INVITATION**

Receipt of an amendment to an Invitation by a bidder must be acknowledged on the bid form.

**1.5 SUBMISSION OF BIDS**

(A) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the Blount County Purchasing Department, 385 Court Street, Maryville, Tennessee 37804-5906. The bidder shall show the hour and date specified in the Invitation for the receipt, the Invitation number, and the name and address of the bidder on the face of the envelope.

(B) Samples of items, when required, must be submitted within time specified and unless otherwise specified by the County, at no expense to the County. If not consumed by testing, samples will be returned at bidder's request and expense, unless otherwise specified in the Invitation.

**1.6 FAILURE TO SUBMIT BID**

If no bid is to be submitted do not return the Invitation unless otherwise specified. A letter or post card should be sent to the issuing office advising whether further invitations for the type of supplies or services covered by this Invitation are desired. Failure of the recipient to bid or to notify the issuing office that further invitations are desired may result in a removal of the name of such recipient from the mailing list for the type of supplies or services covered by the Invitation.

**1.7 MODIFICATION OR WITHDRAWAL OF BIDS**

Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for the receipt of bids, provided the County is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communications should not reveal the bid price but should provide the additional subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the Invitation, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. Telephonic invitations to withdraw a bid will not be considered.

**1.8 LATE BIDS AND MODIFICATIONS**

It is the responsibility of the bidder to deliver his bid or bid modification on or before the date and the time for the bid closing. Late bids will be returned to the bidder unopened.

**1.9 SELLER'S INVOICES**

Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information:

Contract number (if any), purchase order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the Department named on the Purchase Order.

**1.10 BID DEPOSITS**

Bid deposit not required  
 Bid deposit required – note the following:

The bidder will furnish a bid deposit in the form of a bond, certified check, company or personal check, cash or bank draft in the amount of \_\_\_\_\_ made payable to the Blount County Trustee, for the measure of the liquidated damages which the County will sustain and the proceeds thereof will become property of the County if for any reason the bidder:

(A) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the County, whether or not the bidder at the time of such withdrawal has been designated as a successful bidder or

(B) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the County within \_\_\_ days a Performance Bond, if required; and the written agreement, formally evidencing the times of the Invitation to bids and his bid as submitted.

The bidder further agrees that the County will have the right to retain the bid deposit for a period of sixty (60) days from the date of the opening of the bids. The bidder does further agree the amount of the bid deposits set down herein before to be firm for the above named period. At the expiration of said time, or earlier at the option of the County, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the County as liquidated damages for one the reasons stipulated.

#### 1.11 PERFORMANCE BONDS

Performance Bond not required

Performance and Payment Bond required – note the following:

Upon notice of bid award the successful bidder will furnish a Performance Bond made payable to Blount County Trustee in the form of a bond, certified check, cash or bank draft of equal amount to the bid. This bond, in part or all, is to be forfeited to the County in the event that the terms of the Contract are not met in total by the successful bidder.

#### 1.12 COMPLIANCE WITH LAWS

The bidder shall comply with all laws relating to sale of and purchases by County Governments insofar as they pertain to the purchase made under this contract.

#### 1.13 QUALIFICATIONS OF BIDDERS

The County may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

#### 1.14 SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

#### 1.15 MATERIAL AVAILABILITY

Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the County liaison immediately if material specified is discontinued, replaced, or not available for an extended period of time.

#### 1.16 DELIVERY

Indicate delivery in calendar days after receipt of order \_\_\_\_\_. This delivery is firm and must be met. Invitation for extensions will not be considered except as noted under Clause 9 under Terms and Conditions of Purchase. Performance bonds, when required, will be assessed for late delivery.

Delivery will be f.o.b. destination; this will apply to regular and normal stock items and special items which must be ordered direct from manufacturer. Delivery f.o.b. destination will be to the following location: (See F.O.B. Point – Page 1).

#### 1.17 FEDERAL TAX AND STATE SALES TAX

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon invitation of the contractor.

#### 1.18 GUARANTEE

The bidder guarantees that the item is of first quality throughout and complies in all respects to the standards regularly sold by the manufacturer in the lines ordered. All items to be guaranteed for one year after date of acceptance or if the manufacturer prescribes a guarantee of greater duration, the latter time period of the guarantee will control.

#### 1.19 PUBLIC BID OPENING

All bids shall be opened publicly at the date and time listed on Page 1, in the Blount County Purchasing Department, Room 319, Blount County Courthouse, 385 Court Street, Maryville, TN 37804.

#### 1.20 PLEASE NOTE

Blount County does not accept bids by facsimile or any other electronic transmission.

## Section II Standard Terms and Conditions of Purchase

### 2.1 DEFINITIONS

A. The "County" is Blount County, Tennessee, and includes its designated representatives.

B. The "Contractor," is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.

C. The "Specifications includes instructions to bidders, the terms and conditions of purchase, the definitions and the technical specifications of the work.

D. A "Subcontractor, is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services of the project.

E. "Calendar Days" are consecutive days, as occurring on a calendar, without regard to the day of the week, month, year, or holidays.

F. The NIGP *Dictionary of Purchasing Terms*, Second Edition, 1974, published by the National Institute of Government Purchasing, will govern on questions as to any other definition in this contract.

### 2.2 CONTRACT TERMS

The performance of this contract shall be covered solely by the terms and conditions set forth in this contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the seller at any time and the acceptance by the County of any goods to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in this contract. Any different or additional terms, other than those herein, contained in the seller's acceptance are hereby objected to.

### 2.3 TRANSPORTATION CHARGES

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

### 2.4 PACKAGING

The County will not be liable for any charges for drayage, packaging, cartage, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise herein.

### 2.5 INSPECTION AND ACCEPTANCE

No material received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the seller herein upon initial inspection, or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges. Such right to return offered to the County arising from the County's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the County may have therefore.

### 2.6 WARRANTY

The seller expressly warrants that all articles, material, and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said material or goods or by payments for them.

### 2.7 PATENTS

The seller guarantees that the article described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

### 2.8 QUANTITIES

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at sellers expense.

### 2.9 ACTS OF GOD

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

### 2.10 INVOICES

Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

### 2.11 BANKRUPTCY OR INSOLVENCY

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

### 2.12 COMPLIANCE WITH APPLICABLE LAWS

The seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipally or any other governmental authority or agency in the manufacture or sale of the items covered by this order.

**2.13 TIME OF DELIVERY**

To insure adequate service level to the people, Blount County requires that all material ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

**2.14 NOTICE AND SERVICE THEREOF**

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted, by certified or regular mail, to said contractor or his authorized representative on the work.

**2.15 PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.

**2.16 TERMINATION OF CONTRACT**

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgment and discretion of the Purchasing Agent. In the event of such termination the contractor shall be liable for any excess cost incurred by the County. If the contract is so terminated, the County may purchase upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the contractor will be liable for excess cost occasioned thereby.

**2.17 RESPONSIBILITY FOR SUPPLIES**

The contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the contractor shall bear all risk for rejected supplies after notice of rejection.

**2.18 CONTRACT MODIFICATION**

The contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

**2.19 INDEMNIFICATION AND INSURANCE**

If any such work covered by this contract is to be done on the County's premises, contractor agrees to carry liability and Worker's Compensation, satisfactory to the County, and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the contractor, his employees or agents. Upon invitation the contractor will furnish written evidence of such insurance coverage.

**2.20 PUBLIC NOTICE – TITLE VI OF THE 1964 CIVIL RIGHTS ACT**

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Blount County.

**2.21 LABOR STANDARDS**

To the extent applicable to the activities under this contract, the Contractor shall comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented Department of Labor regulations (29 CFR Part 5); the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3) and Executive Order 11246 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR chapter 60). This can be downloaded from [www.dol.gov](http://www.dol.gov).

**2.22 ENVIRONMENTAL CONDITIONS**

The Contractor shall comply with the following requirements insofar as they apply to the performance of this contract:

- a) Standards, orders or requirements issued under Section 306 of the Clear Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and EPA regulations (40 CFR part 15). These can be downloaded from [www.epa.gov](http://www.epa.gov).
- b) Mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871).

**2.23 NON-CONFLICT**

No employee, officer or agent of Blount County shall participate in the selection or in the award of or administration of a contract if a conflict of interest, real or apparent would be involved.

### Section III Special Terms and Conditions

- 3.1 **Intent:** The intent of this Invitation to Bid is to establish an agreement to provide one or more new 2010 Ford Sport Trac Pickup Trucks for Blount County Sheriff's Office.
- 3.2 **Delivery Time:** Vendors are to state the number of days until delivery after order is placed by Blount County Purchasing. Blount County reserves the right to cancel orders with no obligation when delivery time is exceeded.
- 3.3 **Complete Contract:** The Invitation to Bid, any addenda, your bid response and the County Purchase Order make up the entirety of the agreement between Blount County and the successful bidder. Any changes, deletions or additions to these documents cannot be made without the written consent of both parties. Blount County Purchasing Department will not accept any vendor's contract.
- 3.4 **Enclosures with Bid:** The vendor shall submit a vehicle specification sheet with their bid. Failure to do so may be just cause for rejection of bid.
- 3.5 **Evaluation Criteria:** The following criteria will be the basis for award:

|                                  |            |
|----------------------------------|------------|
| <b>Price</b>                     | <b>50%</b> |
| <b>Specifications Compliance</b> | <b>30%</b> |
| <b>Guaranteed Delivery</b>       | <b>20%</b> |

**Please note that not more than half the evaluation is based on Price and that it is possible, depending on how individual bidders score on Specifications and Delivery, that the bidder with the lowest price may not be offered the bid award.**

- 3.6 **Vehicle Documents:** The successful bidder shall provide Blount County Government with an original Bill of Sale and Manufacturer's Statement of Origin. Payment cannot be made until these documents are received from the selling dealer.
- 3.7 **Manufacturer and Model Name:** Vendor must note the manufacturer and model name of the vehicle bid. The phrases "as specified" or "as requested" are not acceptable. Failure to include the manufacturer and model name may result in the bid being non-responsive and disqualified.
- 3.8 **Quantities:** Blount County does not guarantee any quantity to be purchased. The minimum single order quantity is one (1) vehicle. The County reserves the right to purchase additional like units (if available) at the bid price through December 31, 2010.
- 3.9 **Discontinued Items:** The successful vendor shall notify Blount County Purchasing if the specified vehicle has been discontinued and recommend an appropriate substitution. Blount County Government will be the sole judge of whether or not the substitution is acceptable and reserves the right not to purchase the substitution.
- 3.10 **Pricing and Payment Terms:** The Bid Price shall be inclusive of all freight, dealer preparation charges and any other dealer fees. Blount County is exempt from the payment of any general sales taxes. A Certificate of Tax Exemption can be provided on request.

**Special Notice Regarding Payment:**

**Blount County will make payment in full at the Point of Sale with a Visa Procurement Card. The dealer shall not add-on any merchant or bank fees normally associated with the use of a credit card. The County will not pay any more than the bid price for the vehicle as specified in the Invitation to Bid.**

## Section IV Specifications

**4.1 Ford Sport Trac Crew Cab Pickup Truck:** The following specifications are considered preferred equipment for a new 2010 model year Ford Sport Trac. Models bid shall meet or exceed the following specifications.

- 1) Basic Model Design: Four Door (Crew Cab) Mid-Size Pickup Truck
- 2) Gross Vehicle Weight Rating (GVWR): 6100 pounds
- 3) Wheelbase: 130.5"
- 4) Drive System: Full-Time Four-Wheel Drive
- 5) Safety Features: Electronic Traction Control and Stability Control, Vehicle Alarm System w/ exterior numerical keypad to disarm the system and unlock doors, Front Driver/Passenger Air Bags and Driver/Front Passenger Side Air Bags
- 6) Exterior Color: Black with Chrome Grill
- 7) Interior: Dark Cloth Upholstery with Adjustable Front Bucket Seats and Floor Console, Four Front and Two Rear Beverage Holders, Two Front Cabin 12-Volt Power Points, Full Second Row Fold-Down Seat, Rear Seat Accessible 12-Volt Power Point, Rear Window Defrost
- 8) Floor Covering: Full Cabin Color-Keyed Carpet w/All-Weather Black Rubber Floor Mats Front & Rear
- 9) Mirrors: Driver and Passenger Exterior Mirrors w/Remote Adjustment from Driver Position
- 10) Power Equipment: Power Windows w/Driver One-Touch Down and Window Op Lockout from Driver Door and Power Door Locks, Power Sliding Open/Close Rear Window
- 11) Steering Wheel: Vertical Tilt Adjustment w/Cruise and Audio Control Buttons
- 12) Speed Control: Electronic Variable Speed Control w/Steering Mounted Controls
- 13) Privacy Tinted Glass: Rear Doors and Rear Glass
- 14) Solar Tinted Glass: Windshield and Front Doors
- 15) Air Conditioning: Manual Temperature Control w/Rear Passenger Heat-Air Ducts
- 16) Radio: AM/FM Electronic Stereo Radio/Single CD player/MP3/Front Audio Jack
- 17) Rear Drive Axle: 3.73:1 Ratio (Limited-Slip or Locking Axle OK but not required)
- 18) Brakes: Front and Rear Power Disc Brakes with 4-Wheel Anti-Lock Brake System (ABS)
- 19) Keys: Two sets of Ignition Keys (remote keyless entry key fob)
- 20) Engine: 4.0L SOHC V-6 210 HP (Regular 87 Octane Gas) or (E-10 or E-85 Ethanol)
- 21) Transmission: 5-Speed Electronic Controlled Automatic w/Floor Mounted Shifter
- 22) Front Lamps: Include Fog Lamps
- 23) Tow Hooks: Two (2) Front Frame Mounted
- 24) Towing: Standard Tow Package (Class II Hitch Receiver, 4-Pin Pre-Wired Harness)
- 25) Emissions: Low Emission Vehicle (LEV) or Ultra-Low Emission Vehicle (ULEV) Rating
- 26) Side Steps: Black Tubular Side Steps
- 27) Wheels: 17" Alloy Wheels to meet GVWR requirements
- 28) Tires: Manufacturer's Standard 17" Tires + Tire Pressure Monitor System
- 29) Accessories: Front License Plate Bracket, Black Locking/Folding Hard Cargo Box Cover, Cargo Box Liner and Tie-Down Hooks, Cargo Organizer, Black Roof and Cargo Box Side Rails, Rear Step-Type Bumper
- 30) Suspension: Independent Front and Rear Suspension, Front and Rear Stabilizer Bars

**4.2 Any Exceptions to or Deviations from the Above Specifications:**

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**Section V Bidder Information:**

- 5.1 Vendor Name \_\_\_\_\_
- 5.2 Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- 5.3 Contact Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Mobile Number \_\_\_\_\_  
E-Mail \_\_\_\_\_

**Section VI Bid Form**

- 6.1 Initial to Acknowledge Receipt of Addenda:  
Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_
- 6.2 Mid-Size Crew Cab Pickup Truck:  
Model Year \_\_\_\_\_ Manufacturer \_\_\_\_\_ Model \_\_\_\_\_
- 6.3 Bid Price (please quote price for one (1) unit):  
All Prices FOB Blount County  
Mid-Size Crew Cab Pickup Truck per Specifications:  
\$ \_\_\_\_\_
- 6.4 Discount \_\_\_\_\_% if Full Payment Received at Point of Sale (VISA Card)
- 6.5 Warranty Information \_\_\_\_\_
- 6.6 Guaranteed Number of Days for Delivery after Receipt of Order \_\_\_\_\_  
(Refer to Paragraph 3.2 on Page 6.)
- 6.7 Bidder's Authorized Signature \_\_\_\_\_
- 6.8 Print Name and Title \_\_\_\_\_

# Title VI

For Title VI Compliance, the County of Blount requests voluntary disclosure of the following information, related to the owner/operator of the company:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
 Authorized Signature Date

| Business Ownership (Check One or More)   | Ownership Ethnicity (Check Only One)  |
|--|---|
| <input type="checkbox"/> <b>D</b> Disabled<br>(Minority Owned)<br><br><input type="checkbox"/> <b>G</b> Government<br>Owned<br><br><input type="checkbox"/> <b>E</b> Race/Ethnic<br>Background<br>(Minority Owned) | <input type="checkbox"/> <b>N</b> Non-Minority<br>Owned<br><br><input type="checkbox"/> <b>F</b> Female<br>(Minority Owned)<br><br><input type="checkbox"/> <b>P</b> Non-Profit<br>Organization<br><br><input type="checkbox"/> <b>A</b> Asian<br><input type="checkbox"/> <b>B</b> African American<br><input type="checkbox"/> <b>H</b> Hispanic<br><input type="checkbox"/> <b>I</b> Native American Indian<br><input type="checkbox"/> <b>C</b> Caucasian<br><input type="checkbox"/> <b>O</b> Other: _____ |

Date of Bid Opening: \_\_\_\_\_

Bid/ RFP Name: \_\_\_\_\_

Bid/ RFP No. (if applicable): \_\_\_\_\_

The County of Blount complies with Title VI of the Civil Rights Acts of 1964, as codified in 42 U.S.C. 2000D, which states that:  
*No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.*  
 The County of Blount does not discriminate on the basis of disability in the admission or access to, or treatment of employment in, its program or activities and is in compliance with ADA (American with Disabilities Act of 1990) 42 U.S.C. 12101.

Form **W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

**Blount County Government  
Purchasing Department  
385 Court Street, Maryville, TN 37804**

City, state, and ZIP code

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number  
: :  
: :

or

Employer identification number  
:  
:

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**BIDDER'S CHECKLIST**

**PLEASE FOLLOW THE REQUIREMENTS LISTED BELOW:**

- \_\_\_\_\_ 1. **CHECK YOUR BID TO PREVENT COSTLY ERRORS OR AVOID HAVING YOUR BID REJECTED. ERRORS DISCOVERED AFTER THE PUBLIC BID OPENING CANNOT BE CORRECTED.**
- \_\_\_\_\_ 2. **BIDS MUST BE MANUALLY SIGNED IN INK IN THE SPACES PROVIDED ON THE FORM(S).**
- \_\_\_\_\_ 3. **EACH CORRECTION, ALTERATION, OR CHANGE MADE ON THE BID RESPONSE MUST BE INITIALED IN INK.**
- \_\_\_\_\_ 4. **IN THE CASE OF ERRORS IN THE EXTENSION PRICE, THE UNIT PRICE WILL GOVERN.**
- \_\_\_\_\_ 5. **IS THE BID IN ACCORDANCE WITH THE UNIT OF MEASUREMENT REQUESTED (I.E. CASE, PACKAGE, EACH).**
- \_\_\_\_\_ 6. **CHECK BID DOCUMENTS FOR REQUIREMENTS (I.E. SAMPLES, DESCRIPTIVE LITERATURE, TECHNICAL DATA).**
- \_\_\_\_\_ 7. **RETURN ONE BID PER ENVELOPE.**
- \_\_\_\_\_ 8. **THE ENVELOPE MUST BE CLEARLY MARKED AND LABELED ON THE OUTSIDE REFERENCING THE APPLICABLE SOLICITATION NAME, NUMBER AND THE BID DEADLINE (IF YOU USE A DELIVERY SERVICE SUCH AS UPS, FEDERAL EXPRESS, ETC., BE SURE THAT YOU PUT THE SAME INFORMATION ON THE OUTSIDE OF THEIR DELIVERY ENVELOPE ALSO.)**
- \_\_\_\_\_ 9. **PRINT OR TYPE THE FIRM'S NAME AND RETURN ADDRESS ON THE ENVELOPE.**
- \_\_\_\_\_ 10. **RETURN YOUR BID TO THE BLOUNT COUNTY PURCHASING DEPARTMENT, 385 COURT STREET, MARYVILLE , TENNESSEE 37804-5906.**
- \_\_\_\_\_ 11. **BIDS MUST BE RECEIVED AT THE DESIGNATED LOCATION ON OR BEFORE THE DATE AND HOUR DESIGNATED FOR THE BID DEADLINE.**

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- \_\_\_\_\_ 12. **IF BIDDING ON A CONSTRUCTION PROJECT EQUALING OR EXCEEDING \$25,000 YOUR CONTRACTOR'S LICENSE NUMBER, EXPIRATION DATE, AND CLASSIFICATION MUST BE LISTED ON THE OUTSIDE ENVELOPE.**
- \_\_\_\_\_ 13. **BID BONDS WHEN REQUIRED MUST BE INCLUDED WITH THE BID.**

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**THE ENCLOSED BID OR RFP CAN BE DOWNLOADED FROM OUR WEBSITE AT:**

**[www.blounttn.org/purchasing/select.asp](http://www.blounttn.org/purchasing/select.asp)**