

# INVITATION TO BID AND CONTRACT AWARD



BLOUNT COUNTY PURCHASING DEPARTMENT  
385 COURT STREET  
MARYVILLE, TENNESSEE 37804-5906

INVITATION TO BID

RETURN BID IN SEALED ENVELOPE  
*(Bidder to complete all blanks)*

The undersigned agrees, if this bid is accepted within the time frame specified herein, to furnish all supplies/services described or specified, at the prices quoted beside each item in strict accordance with the bid specifications. Delivery shall be made within \_\_\_\_\_ days after receipt of notice to proceed or receipt of a Blount County Purchase Order signed by the Purchasing Agent and County Financial Officer.

Payment Terms shall be \_\_\_\_\_% \_\_\_\_\_ days (Offers of less than 20 days will not be considered in bid evaluation)

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date and Phone Number

**PUBLIC OPENING OF ALL BIDS WILL BE HELD AT THE DATE AND TIME LISTED IN THE PURCHASING DEPARTMENT, ROOM 319, AT THE BLOUNT COUNTY COURTHOUSE 385 COURT STREET, MARYVILLE, TN 37804-5906.**

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*\*Forms to be submitted with sealed bid. \*\*If applicable.*

Bid No: 2010-2097 Title: Welding Fabrication for Blount County Adult Detention Center

Bid Deadline Date & Time: September 17, 2010; 1:30 p.m. Buyer: Lauri Bell, Contract Administrator Phone: (865) 273-5740

Date Issued: September 01, 2010	F.O.B. Point - Destination: <i>See page 6</i>	This Bid is: <input checked="" type="checkbox"/> Formal      Informal
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One Time Purchase      One Year Fixed Price Contract      Other:

### BID DEPOSIT REQUIREMENTS

None Required.      Check or Bond \$ \_\_\_\_\_ *(See General Conditions Enclosed).*

### PERFORMANCE BOND

None Required.       To be submitted in amount of **100%** of contract total for contracts in excess of \$25,000.

### SAMPLES

Not Required.      To be submitted with Bid.      If requested, shall be available within \_\_\_\_\_ calendar days.

### DESCRIPTIVE LITERATURE, TECHNICAL DATA AND CERTIFICATION

Not Required.      To be submitted with Bid.      To be submitted on Brand Substitutions only.

BLOUNT COUNTY, TENNESSEE General Conditions and Instructions to Bidders are incorporated herein by reference.

*To be completed by Blount County:*

## CONTRACT AWARD

Date: \_\_\_\_\_ Contract No: \_\_\_\_\_ Contract Period \_\_\_\_\_ to \_\_\_\_\_

The above bid is accepted in the amount of \$ \_\_\_\_\_ as pertains to item(s) \_\_\_\_\_  
Authorization to furnish supplies/services will be made via: Purchase Order or Blanket Order as appropriate, signed by the County Purchasing Agent or other designated personnel.

BLOUNT COUNTY, TENNESSEE

BY \_\_\_\_\_

Purchase Order No: \_\_\_\_\_

**WELDING FABRICATION FOR BLOUNT COUNTY ADULT DETENTION CENTER**  
**Terms and Conditions of the Invitation to Bid**

**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 Bid, 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.

**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 all information required by the Invitation. The bidder shall sign the Invitation; erasures or other changes shall be initialed by the person signing the offer. Bids that are submitted on forms other than the enclosed forms are 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 on the pricing page 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.

**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.

**4. ACKNOWLEDGMENT OF AMENDMENTS TO INVITATIONS**

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

**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 bid deadline, 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 at no expense to the County unless otherwise specified in the Invitation. If not consumed by testing, samples will be returned at bidder's request and expense, unless otherwise specified in the Invitation.

**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.

**7. MODIFICATION OR WITHDRAWAL OF BIDS**

Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact time and date specified for the bid deadline, 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 time and date set for the bid deadline. Telephonic invitations to withdraw a bid will not be considered.

**8. LATE BIDS AND MODIFICATIONS**

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

**9. SELLER'S INVOICES**

Invoices shall be prepared and submitted in duplicate unless otherwise specified and shall be mailed to address as noted on Purchase Order. Invoices shall contain the following information: contract number (if any), purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals.

**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

**WELDING FABRICATION FOR BLOUNT COUNTY ADULT DETENTION CENTER**  
**Terms and Conditions of the Invitation to Bid**

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 15 days a Performance Bond, if required; and the written agreement, formally evidencing the terms of the Invitation to Bid 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.

**11. PERFORMANCE AND PAYMENT BOND**

Performance and Payment Bond not required  
 Performance and Payment Bond required – note the following:

If the contract totals \$25,000 or more the successful bidder will furnish a Performance and Payment 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.

**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.

**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.

**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.

**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. **I** 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.

**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).

**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.

**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.

**19. PLEASE NOTE**

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

**WELDING FABRICATION FOR BLOUNT COUNTY ADULT DETENTION CENTER**  
**Terms and Conditions of Purchase**

**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" include 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. 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.

**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.

**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.

**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.

**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.

**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.

**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 seller's expense.

**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.

**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.

**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.

**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.

**WELDING FABRICATION FOR BLOUNT COUNTY ADULT DETENTION CENTER**  
**Terms and Conditions of Purchase**

**13. TIME OF DELIVERY**

To insure adequate service level to the people, Blount County requires that all goods 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.

**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.

**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.

**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.

**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.

**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.

**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 and hold harmless 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.

**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.

# WELDING FABRICATION FOR BLOUNT COUNTY ADULT DETENTION CENTER

## 1. SPECIAL PROVISIONS

### Intent:

It is the intent of this bid to procure welding fabrication services for the Blount County Adult Detention Center located at the Blount County Justice Center, 920 East Lamar Alexander Parkway, Maryville, Tennessee 37804.

### Pre-Bid Meeting:

A mandatory pre-bid meeting has been scheduled for September 09, 2010 at 12:00 p.m. at the Blount County Adult Detention Center, 920 East Lamar Alexander Parkway, Maryville, Tennessee 37804. This will be the only site visit allowed. It is vital that prospective bidders have a representative at this meeting; Blount County will only accept bids from contractors that have attended this pre-bid meeting.

### Contractors' License Law

All bidders must comply with Tennessee Code Annotated (TCA) § 62-6-101, "Contractors' Licensing Act of 1994". If the bid is in excess of \$25,000 the company name, license number, expiration date thereof, and license classification must appear on the outside of the bid envelope per TCA § 62-6-119. Complete the enclosed Bid Envelope Cover page and affix it on the sealed envelope. Failure of any bidder to comply with all provisions of TCA § 62-6-119 shall disqualify such bid.

The bidder is advised that any person, firm or other party to whom it is purposed to award a subcontract under this contract must be acceptable to Blount County, and must also comply with TCA § 62-6-119.

### Drug-Free Workplace

Contractors with 5 or more employees receiving pay must have a drug-free workplace program in operation that complies with TCA § 50-9-113. If applicable, the enclosed Drug-Free Workplace Affidavit must be notarized and returned with your bid as required by Public Act 2000, Chapter 918.

### Performance and Payment Bond

For contracts in excess of \$25,000 the successful bidder must provide a Performance and Payment Bond for the entire contract amount. The bond shall be from a surety company licensed to do business in the State of Tennessee. A cash bond or bank-guaranteed irrevocable letter of credit may be substituted for a surety bond. The bond document, cash or certified check must be turned in to the Blount County Purchasing Department within 15 days of notice of contract award.

### Insurance

Bidders are required to read, sign, and return the insurance checklist enclosed with this Invitation to Bid. Prior to entering into a contract with the successful vendor the Blount County Purchasing Agent must have an up-to-date Certificate of Liability Insurance from that vendor with the minimum limits and requirements as noted on the insurance checklist. Complete copies of insurance policies shall be provided upon request.

### Authorization to Do Business in Tennessee

Bid award shall only be made to contractors and subcontractors that are properly and currently licensed to do business in the State of Tennessee. If your company is incorporated in states other than Tennessee, you are required to obtain a Certificate of Authority to conduct business operations within the state per Tennessee Code Annotated (TCA) § 48-11-309. The application for this certificate may be obtained at the State of Tennessee website [www.state.tn.us/sos](http://www.state.tn.us/sos) or by phoning (615) 741-2286.

# WELDING FABRICATION FOR BLOUNT COUNTY ADULT DETENTION CENTER

## **Bid Submittals**

Vendors shall submit in a sealed envelope one (1) original bid signed in ink by an authorized company official and one (1) exact copy to:

Blount County Purchasing Department  
Blount County Courthouse, Room 319  
385 Court Street  
Maryville, TN 37804.

Vendors shall reference **Bid No. 2010-2097, Bid title, and the Bid Submittal Deadline** on the outside of the sealed envelope. Telephone, telegraphic, facsimile, electronic, and late bids shall not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Blount County Purchasing Department before the Bid Submittal Deadline. The Bid Submittal Deadline is September 17, 2010 at 1:30 p.m.

## **Subject to Funds Availability.**

Blount County anticipates awarding the bid as soon as possible and needs the work to begin as soon as possible. The award will be contingent on available funding and the County reserves the right to award in whole, in part, or not at all.

## **Bid Communications**

The County has assigned the following bid identification number that must be referenced in all communications regarding this bid:

**Bid # 2010-2097**

**Unauthorized contact about this bid with employees or officials of the County except as detailed below may result in disqualification from consideration under this procurement process.**

Bidders must direct communications relating to this bid to the following person designated as the Contract Administrator:

Lauri Bell, Contract Administrator  
Blount County Purchasing  
Blount County Courthouse, Room 319  
385 Court Street  
Maryville, TN 37804-5906  
Phone: (865) 273-5740  
Fax: (865) 273-5746  
[lbell@blounttn.org](mailto:lbell@blounttn.org)

## **2. SCOPE OF SERVICE**

The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

The material detail and installation requested in this Invitation to Bid shall be completed in like manner to work already completed in C-1 pod at the Blount County Adult Detention Center.

The Contractor shall work with the County to field measure, layout, fabricate, powder coat and install 20 steel panels in accordance to all applicable Federal, State and Local codes and regulations. This work shall include five (5) panels in four (4) different pods.

**WELDING FABRICATION FOR BLOUNT COUNTY ADULT DETENTION CENTER**

**3. PRICING**

Pricing below shall be in accordance to scope of service in item 2 above.

<u>Description:</u>	<u>Quantity:</u>	<u>Unit Price</u>	<u>Extended Price</u>
Material: 1¼" schedule 40 steel pipe		\$	\$
Powder coating:		\$	\$
Field measure & layout:		\$	\$
Shop time for fabrication:		\$	\$
Installation:		\$	\$
<b>TOTAL:</b>			\$

**4. SCHEDULE**

Schedule will be coordinated with Don Stallions, Blount County Risk Management, upon contract award.

Date work can begin: \_\_\_\_\_

Time needed to complete entire project: \_\_\_\_\_

**By signing below, the signatory certifies legal authority to bind the proposing entity to the provisions of this BID and any contract awarded pursuant to it.**

**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY**

SIGNATURE: \_\_\_\_\_

PRINTED NAME & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BIDDER LEGAL ENTITY NAME: \_\_\_\_\_

BIDDER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): \_\_\_\_\_

# WELDING FABRICATION FOR BLOUNT COUNTY ADULT DETENTION CENTER

## Vendor Information

**Please type/print clearly:**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**Remit To Address (if different from above):**

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Accounts Receivable Contact Person: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

Number of years in business: \_\_\_\_\_ TN Business License No.: \_\_\_\_\_

**Please circle only one (1) answer for each question below:**

Does your bid comply with the Contractors' License Law clause?                      YES      NO      N/A

Have you included the Drug-Free Workplace Affidavit?                      YES      NO      N/A

Have you included the Insurance Checklis?                      YES      NO

You agree to comply with the Performance and Payment Bond requirement clause?                      YES      NO      N/A

You agree to comply with the Authorization to Do Business in Tennessee clause?                      YES      NO

**Company Official authorized to sign contracts:**

The undersigned is an Authorized Agent or Representative of the company listed above and he/she is so authorized to sign on behalf of the submitting company. By signing this document the Authorized Agent or company Representative agrees to the following on behalf of the company:

- 1) that he/she has carefully read and fully understands all conditions set forth in this bid document;
- 2) that any assistance requested by the company or clarification of statements or conditions found in this bid document have been furnished to the company's satisfaction by the Contract Administrator; and
- 3) to comply with all provisions as stated in the Invitation to Bid package and document if awarded the bid.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**Affidavit of Compliance**  
**with**  
**Drug-Free Workplace Requirements of**  
**Tennessee Code Annotated § 50-9-113**

(To be submitted with bid by construction contractor with 5 or more employees)

I, \_\_\_\_\_, President or other Principal Officer of  
\_\_\_\_\_  
Name of Company

swear or affirm that the company has a drug-free workplace program that complies with Title 50, chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated § 50-9-113.

\_\_\_\_\_  
President or Principal Officer

For: \_\_\_\_\_  
Name of Company

**State of Tennessee**  
**County of**

Subscribed and sworn before me by \_\_\_\_\_,

President or Principal Officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**BID ENVELOPE COVER PAGE**

*(Attach to the outside of sealed bid)*

**To: Blount County Purchasing Department  
385 Court Street, Room 319  
Maryville, TN 37804-5906**

Project: **Welding Fabrication for Blount County Adult Detention Center**

Bid Number: **2009-2097** Bid Deadline Date and Time: **September 17, 2010 at 1:30 p.m.**

Bidder: \_\_\_\_\_

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

TN Contractor License No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

License Classification: \_\_\_\_\_

***Subcontractors to be used on this project, if required:***

Electrical: \_\_\_\_\_ License No: \_\_\_\_\_

Classification: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Plumbing: \_\_\_\_\_ License No: \_\_\_\_\_

Classification: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

HVAC: \_\_\_\_\_ License No: \_\_\_\_\_

Classification: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

# 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 (Minority Owned)	<input type="checkbox"/> <b>C</b> Caucasian <input type="checkbox"/> <b>B</b> Black/African American <input type="checkbox"/> <b>H</b> Hispanic <input type="checkbox"/> <b>A</b> Asian <input type="checkbox"/> <b>I</b> American Indian or Alaskan Native <input type="checkbox"/> <b>N</b> Native Hawaiian or other Pacific Islander <input type="checkbox"/> <b>O</b> Other(Specify)
<input type="checkbox"/> <b>G</b> Government Owned	
<input type="checkbox"/> <b>E</b> Race/Ethnic Background (Minority Owned)	
<input type="checkbox"/> <b>N</b> Non-Minority Owned	
<input type="checkbox"/> <b>F</b> Female (Minority Owned)	
<input type="checkbox"/> <b>M</b> Male (Minority Owned)	
<input type="checkbox"/> <b>P</b> Non-Profit Organization	

Bid/Proposal No. (if applicable): <b>2010-2097</b>
Bid/Proposal Title: <b>Welding Fabrication for Blount County Adult Detention Center</b>
Date of Bid/Proposal Deadline: <b>September 17, 2010 at 1:30 p.m.</b>

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.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## 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,