

INVITATION TO BID, 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 and installation 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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Bid No.: 2008-1946 Title: SUV for the Blount County 5th Judicial Drug Task Force

Bid Deadline Date & Time: July 07, 2009 at 1:30 p.m. Buyer: Teresa Johnson Phone: 865-273-5740

Date Issued June 22, 2009	F.O.B. Point - Destination Blount County 5 th Judicial Drug Task Force, Maryville, TN	This Bid is X Formal Informal
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TERM OF CONTRACT

One Time Purchase One Year Fixed Price Contract X Other

BID DEPOSIT REQUIREMENTS

X None Required Check or Bond \$ _____ (See General Conditions Enclosed)

PERFORMANCE and PAYMENT BOND

X Not Required To be submitted in amount of _____% of contract total

INSPECTION

Samples are to be submitted with Bid X Vehicle to be available for inspection
Not Required if requested

DESCRIPTIVE LITERATURE AND TECHNICAL DATA

X To be submitted with bid To be submitted on Brand substitutions only Not Required

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

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

Purchase Order No. _____ BY _____

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.

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 and print or type his name on each schedule continuation sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Bids will not be considered unless they are submitted on the enclosed form.

(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.

3. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of specifications, terms, 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 agreed upon and at no expense to the County unless otherwise specified by the County. 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 deadline. 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

 X 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.

11. PERFORMANCE AND PAYMENT BOND

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

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. 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.

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 the Contractor’s request.

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.

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. 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.

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 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.

21. 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 3. Special Provisions – SUV

3.1 Intent

It is the intent of this Invitation to Bid to procure a contract for the purchase and delivery of one new 4-wheel drive SUV for Blount County. The acceptable brand is a 4x4 Ford Expedition XLT.

3.2 Award

Blount County anticipates evaluating the bid and awarding as soon as possible. However, Blount County does not guarantee that bid award will be made or that any purchase will be made from this Invitation to Bid. Bid award, if made, will be to the bidder whose bid meets the specifications and conditions set forth and is most advantageous to the County.

3.3 Delivery / Pickup

3.3.1 Delivery shall be F.O.B. Destination to Blount County 5th Judicial Drug Task Force, Maryville, TN, with all freight charges paid by the seller.

3.3.2 Bidders are to state the number of days for delivery on page 7 of this Invitation to Bid. Bidders shall state an accurate as possible lead time as Blount County reserves the right to cancel orders with no obligation when delivery time is exceeded.

3.4 Enclosures with Bid

Bidders shall submit a specification sheet for each vehicle they bid. Failure to include this material may be just cause for rejection of the bid.

3.5 Vehicle Title and Payment

Blount County requires the successful bidder to provide an original Bill of Sale and Manufacturer's Statement of Origin with the new delivered vehicle. Bidders are advised that a minimum of 30 days is required to process payments.

3.6 Manuals

Vendor shall provide owner and operator manuals for the vehicle upon delivery.

3.7 Bid Submittal

Vendors shall submit one (1) original and one (1) exact copy of their bid.

Section 4. Specifications and Pricing – SUV

Vehicle bid must meet or exceed the following specifications :

- Acceptable Vehicle: 4x4 Ford Expedition XLT
- Model Year: 2009
- Seats: Front Bucket with Center Console / Mid Folding Bench, Power 3rd Row Seat
- Engine: 5.4L SOHC 3V FFV V8
- Transmission: Automatic
- Intermittent Wipers, AM/FM Radio, Standard Instrument Gauges, Dome Light, Tilt Steering Wheel, Power Door & Window Controls, Power Convenience Package, Fog Lamps, Trailer Tow Package, SYNC, Skid Plates, 3.73 Axle Non Limited Slip
- Air Conditioning: Factory Installed with Rear Air
- Tires / Wheels: 17" Aluminum with All Season Tires
- Brakes: 4-Wheel Antilock, 4-Wheel Disc
- Exterior Color: Silver
- Interior Color: Stone
- Floor Covering: Carpet with Color-Keyed Floor Mats

Item	Description	Quantity	Unit Price
1	2009 4x4 Ford Expedition XLT	1 each	\$

Warranty Term and Coverage _____

Guaranteed number of days for delivery after receipt of purchase order _____

Prices quoted shall be valid until: _____

Company Official authorized to sign contracts:

Printed Name _____

Authorized Signature _____ Date _____

Section 5. Vendor Information – SUV

Please print:

Company Name _____

Address _____

Sales Contact Person _____

Telephone Number _____ Fax Number _____

Email address _____

Remit To Address (if different from above):

Accounts Receivable Contact Person _____

Telephone Number _____ Fax Number _____

Email address _____

Number of years in business: _____

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

Bid/Proposal No. (if applicable): _____

Bid/Proposal Title: _____

Date of Bid/Proposal Deadline: _____

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: <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.

Sign Here	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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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.**

- _____ 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.**

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

www.blounttn.org/purchasing/select.asp