Notice to Bidders
Tompkins County
Law Enforcement Uniforms,
Uniform Accessories and
Footwear

SEALED BIDS for Law Enforcement Uniforms, Uniform Accessories and Footwear will be accepted at the Tompkins County Finance-Purchasing Department, 125 East Court Street, Old Jail Building, 2nd Floor, Ithaca, NY 14850 up until 11:30 a.m., December 18, 2012 at which time and place they will be opened and publicly read.

Specification packages are available upon request by contacting the Tompkins County Finance-Purchasing Department at (607) 274-5500. Specification packages may also be obtained from the following website:

www.tompkins-co.org/purchase/bids

The County reserves the right to reject any or all bids.

Lisa M. Hall
Buyer

Instructions to Bidders

1. Read all documents contained in this bid specification package.

2. Bidders are responsible for submitting their bids to the exact location indicated in the "Notice to Bidders" prior to the time indicated in the "Notice to Bidders". Bids will **not** be accepted after the designated time in the "Notice to Bidders" and will be returned to the vendor unopened. **NOTE:** This includes any changes listed on the latest addendum issued, if any. Delay in the mail delivery is **not** an exception to the deadline for receipt of bids.

3. Bidders are responsible for reporting, in writing, any errors found in the bid specifications to Tompkins County Purchasing, 125 E. Court Street, Ithaca, NY 14850, or purchase@tompkins-co.org. Failure to report errors constitutes acceptance as written.

4. Questions about, or clarifications to, the technical specifications must be made in writing to Tompkins County Purchasing, address above, prior to the bid opening. Such questions must be received by the buyer at least five (5) calendar days prior to the bid due date unless otherwise indicated. Verbal questions may not be entertained.

5. The County reserves the right to "Revise" or "Amend" the bid specifications prior to the bid opening date by written "Addenda". It is the responsibility of the bidder to ascertain whether any addenda have been issued by checking with the Purchasing Division prior to submitting their bid.

6. No charge shall be allowed for federal, state, municipal sales, surcharges, or excise taxes from which the County is exempt. Exemption certificates will be forwarded to the successful bidder upon request.

7. Bidders shall indicate on the outside of their sealed bid the following information:
   A. Title of Bid
   B. Date & Time of Bid Opening
   C. Company Name

   Bidders submitting "alternate" pricing, products, or services must do so as a separate bid package unless otherwise specified, to be considered for award. Each bid must be submitted under separate cover and will be considered on its own merits.

   Bidders must submit one **original** bid package(s) with original signatures and one **copy** of their bid package(s).

8. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:
   A. All copies should be printed double sided
   B. All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30%.
   C. Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

9. The following forms are to be submitted with the bid package:
    A. Tompkins County bid form, filled out in its entirety
    B. Non-Collusive Affidavit, signed and dated
    C. Insurance Certificate, completed and signed by insurance agent
    D. Anti-Discrimination Clause, signed and dated
    E. References as indicated in the bid specifications
    F. W-9 Request for Taxpayer Identification Number and Certification
    G. Bid Sign-Off Sheet, filled out in its entirety
    H. Prevailing Wage Receipt Form
    I. Vendor Responsibility Form
    J. Any other information required in the bid specifications

    Under no circumstances is it necessary to return the technical specifications with the bid. The bidder should retain them for their records.

10. Bidders submitting a bid will be supplied with a copy of the bid tabulation, upon request, with the bid award information as soon as they become available.

11. Failure to submit any of the above data may result in the rejection of the bid as non-responsive. Furthermore, the County reserves the right to require the vendor to supply any additional information it deems necessary to determine the successful responsive/responsible vendor and further to waive any minor informalities it deems to be in its best interest.

12. All bids submitted to Tompkins County become the property of Tompkins County and are subject to Public Information Policy. Any confidential information, such as a company's financial status, if required by the specifications, shall be submitted in a separate sealed envelope with the word "CONFIDENTIAL" on the outside.

13. The apparent silence of the specifications as to any details or the omission from it of a detailed description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used, specified or accepted.

14. Tompkins County reserves the right to consider a bid "incomplete" or "non-responsive" if it is not submitted in accordance with the provision of the specifications, or to waive informalities in any bid as received. The County also reserves the right to reject any and all bids that do not prove to be in the best interest of the County without cause.

GENERAL CONDITIONS

1. **Method of Award:**
The County reserves the right to award the contract(s) to the bidder(s) that the County deems to offer the lowest responsive and responsible bid(s). The County has the sole discretion and reserves the right to cancel this bid, reject any/all bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications if it is deemed to be in the best interest of the County to do so. The County guarantees no minimum or maximum contract(s) as a result of award of this bid.

2. **Contract Extension:**
The County reserves the right to allow all municipal, school districts, and not for profit organizations authorized under the General Municipal Laws of New York State to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to the New York State General Municipal Law 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to the contract(s) between the vendor and the County.

3. **Environmentally Preferable Products:**
Environmentally preferable products are those that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product. Bidders able to supply products containing recycled and environmentally preferable materials that meet or exceed the specifications and performance requirements are encouraged to offer them in bids and proposals.

4. **Qualification of Bidder:**
Bids will only be accepted from established manufacturers or their authorized dealers. In the event a dealer submits a bid, the dealer shall guarantee that they are an authorized dealer of the manufacturer and the manufacturer has agreed to supply the dealer with the product/equipment offered in the bid.

5. **Bidder Responsibility:**
The bidder, by submitting a bid, represents that:
   A. The bidder has read and understands the specifications in their entirety and that the bid is made in accordance therewith, and;
   B. The bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
   C. The bidder will be held responsible for any and all discrepancies, errors, etc., in the discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the County's annual audit.

6. **Guarantee:**
The bidder shall guarantee that the product(s) or equipment provided is standard new products or equipment (unless otherwise requested), latest model of regular stock product and in current production. Replacement parts shall be easily obtained and that no attachment or part (if applicable) has been substituted or applied contrary to the manufacturer's recommendations and standard practice. Every product delivered shall be guaranteed against faulty material and workmanship for the term of the contract. If during this period such faults develop, the product(s) shall be replaced at no cost to the County.

7. **Term of Contract:**
Unless otherwise specified, any contract resulting from this bid shall be for one year with the option to renew for up to three (3) additional twelve (12) month periods by mutual agreement in accordance with the terms of the contract.

8. **Award of Bid:**
The award, if any, will be made within forty-five (45) calendar days of opening date. No bidder may withdraw their bid within thirty (30) days after the bids are due, however, bids may be withdrawn at any time prior to the bid due date and opening. Notice of award will be sent to all successful bidders. Unsuccessful bidders shall not be notified.

9. **Delivery Penalties:**
Delivery terms shall be stated in the detailed bid specifications. By signing the bid forms the vendor agrees that they are able to meet the specified delivery requirements. A penalty fee of $15.00 per calendar day, for each day the item(s) ordered are not delivered to the proper County location may be assessed. In the event that the item is on backorder through no fault of the vendor the vendor is required to inform the County immediately. Late penalty fees shall be deducted from the invoice once the item is received by the County.

10. **Invoices:**
Invoices shall be mailed directly to the ordering department. Invoices mailed to the incorrect location may not be forwarded thus causing delay in payment.

11. **Tax on Materials:**
In regard to any taxes applicable to this project, please acquire a copy of form ST-120.1 from the New York State Department of Taxation and Finance and follow accordingly. Tompkins County is tax exempt. Tax exempt certificates, if required, will be forwarded upon request.

12. **Incurred Expenses:**
This Invitation to Bid does not commit the County of Tompkins to award a contract, nor shall the County of Tompkins be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the bid, or any cost or expense incurred by the bidder prior to the execution of a contract.

13. Failure to Perform:

In the event the equipment and/or products fail to perform to the County's expectations the vendor shall, at its own expense, repair or replace said item(s).

14. Contract(s):

The successful bidder will be required to sign a Tompkins County contract. Tompkins County will not sign any company's service agreement, contract or any other form of agreement. Tompkins County reserves the right to extract certain language from a company's agreement and incorporate it into a Tompkins County contract if mutually agreeable.

15. Financing of Material or Equipment Purchases:

When any bid includes the lease and/or purchase of material and/or equipment the vendor shall submit a price on the bid form provided by the County. The price offered shall include all delivery, installation (if applicable), finance, and any other charges that may be associated with said purchase or lease. The County shall only deal with the contractor/vendor actually submitting the bid AND arrangements made between the vendor and any other party as a part of this bid are strictly between those parties and the County shall not be included or required to participate in them in any way. Furthermore, the County shall only make payments directly to the vendor awarded a contract and issued a purchase order or authorization to proceed. The County shall not make partial or pre-payments of any kind unless stipulated in the specifications by the County.

16. Pricing Adjustments:

Pricing adjustments will only be considered at the time of bid renewal. If, in the opinion of the County, any price adjustment request is in excess of that acceptable to the County the County reserves the right to reject the proposed increase and seek new bids.

17. Non-Appropriation Clause:

In accordance with New York State General Municipal Law, the County will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order. Issuance of a purchase order indicates that the County currently has set aside adequate funds to procure the goods or services indicated in the purchase order or the contract. Should it become necessary for the County to cancel a project or purchase after an order to proceed has been issued, the County will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

18. Termination/Cancellation of Contract:

The County reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will <u>not</u> relieve the bidder of any obligations for any deliverables entered into prior to the termination of the contract. Termination or cancellation of the contract will <u>not</u> relieve the bidder of any obligations or liabilities resulting from any acts committed by the bidder prior to the termination of the contract. The bidder may cancel the resulting contract with one hundred-twenty (120) days **written** notice to the Tompkins County Purchasing Division. Failure to provide the proper notice to the County may result in the bidder being barred from future business with the County.

19. Substitute or "or equal" Items:

A contract, if awarded, will be on the basis of materials and equipment as described in the drawings or specifications and "or equal" items submitted by the bidder and accepted by the County. The bidder may offer "or equal" items that meet the same performance and reliability standards as specified herein. If the bidder offers an "or equal" item the bidder must include documentation with the bid package establishing such equality. Said "or equal" items shall be accepted or rejected based upon the County's evaluation of the submitted documentation. All costs associated with the review of an "or equal" items prior to recommendation to award shall be at the bidder's expense. If an "or equal" item is rejected the bidder shall be afforded the opportunity to meet with the County to offer additional qualifying opinions and information prior to bid rejection. The bidder shall not have the opportunity to submit any alternative materials or equipment after bids are opened. The decision to accept or reject any "or equal" item rests solely with the County. If a substitute "or equal" item is not accepted by the County the County will reject the bid. The next l0west responsive bid will then be reviewed for award recommendation.

20. Installation of Equipment:

In the event that installation of equipment is needed the vendor shall arrange with the County for the installation within forty-eight (48) hours after delivery of the product(s).

21. Training:

If needed, training shall take place during regular business hours and shall be conducted by factory trained personnel. Training shall be provided until all County personnel required to use the item(s) are adequately trained. In the event that additional training is required at any time during the contract the vendor agrees to supply said training at no cost to the County and in a timely manner.

22. Deviations:

Deviations to the specifications are to be so noted and fully explained. Tompkins County reserves the right to accept any or all deviations if it proves to be in the best interest of the County.

23. Prevailing Wages (Public Work projects only):

All vendors submitting bids for Public Work projects are required to conform to all current NYS Prevailing Wage Laws. If applicable, a copy of the Prevailing Wage Rates applicable to the project being bid has been attached to the specifications. The successful vendor(s) is responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this bid. The County will only pay and the vendor agrees only to charge prevailing wage rates for those employees of any organization that are required by New York State law to receive said rates in the course of doing work for the County. No payments will be made to any vendor covered under this contract prior to vendor supplying the County with certified payrolls in accordance with the New York State Department of Labor regulations. Corporations and Partnerships submitting proposals are hereby informed that ALL personnel working on this project must be paid the prevailing rate or above in accordance with the current New York State Labor Laws in effect during the term of the project. This includes all owners, partners, and other management and other employees as required. Vendors currently on the NYS Department of Labor Debarred list will not be considered for award of this contract. By submitting a bid for consideration the vendor is indicating that they are currently in good standing with the NYS Department of Labor at the time of the bid.

24. OSHA Training:

All laborers, workers and mechanics employed in the performance of a Public Work contract that exceeds $250,000 shall comply with New York State Labor Law §220-h requiring certification, prior to performing any work on the project, as having successfully completed a course in construction safety and health, approved by OSHA. The course must be at least ten (10) hours in duration.

25. Apprenticeship Programs:

Tompkins County Resolution 222 of 2004 states that pursuant to Article 23, §816-b of New York State Labor Law any public work that requires separate specifications pursuant to §101 of the General Municipal Law that exceeds $1 million in cost, must include contractors that participate in New York State certified apprenticeship programs. All bidders and all subcontractors under the bidder must maintain or participate in a bona fide New York State Apprentice Program approved by the Division of Apprentice Training of the Department of Labor for each apprenticable trade or occupation represented in their workforce for which the law applies and must abide by the apprentice to journeyman ration for each trade prescribed therein in the performance of the contract. Notwithstanding the foregoing, each bidder awarded a contract may allow up to twenty-five percent of the value of its contract to be performed by employees or subcontractors that do not meet this requirement. Failure to comply with these requirements may result in any or all of the following sanctions:

A. Temporary suspension of work on the project until compliance is obtained; and/or;
B. Withholding payment due under the contract until compliance is obtained; and/or;
C. Permanent removal from any further work on the project; and/or;
D. Recovery by the County from the bidder 1/10th of one percent of the contract amount or $1,000.00 which is greater, in the nature of liquidated damages assessed for each week that the contractor is in non-compliance.

26. Workforce Diversity and Inclusion:

Tompkins County government is committed to creating a diverse and fully inclusive workplace that strengthens our organization and enhances our ability to adapt to change by developing and maintaining:

A. An organization-wide understanding and acceptance of the purpose and reasons for diversity;
B. Recruitment and retention policies that assure a diverse workforce;
C. A workplace environment that is welcoming and supportive of all;
D. Awareness, understanding, and education regarding diversity issues;
E. Zero tolerance for expressions of discrimination, bias, harassment, or negative stereotyping toward any person or group;
F. A workforce ethic that embraces diversity and makes it the norm for all interactions, including delivery of services to the public.

27. Corporate Compliance:

FEDERAL FUNDING COMPLIANCE. The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

Further, Contractor agrees to comply with the County's Compliance Plan regarding Federal and State fraud and abuse laws; the Compliance Plan can be reviewed at www.tompkins-co.org, or a copy can be obtained at Tompkins County Administration, 125 East Court Street, Ithaca, New York 14850.

Contractors that are providers of healthcare services certify that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not "excluded individuals or entities" under Federal and/or New York State statutes, rules and regulations. The Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other website required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any of them are on or have been added to the exclusion list.

The Contractor shall promptly notify the County if any employee, director, officer or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractor is on or has been added to the exclusion list.

By submitting a bid, you are attesting to that fact that you and/or the provider, which you represent, have not been sanctioned nor excluded by any of the aforementioned entities.

28. Iranian Energy Sector Divestment:

A. By submitting a bid, the Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

(1) Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(2) Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector of Iran.

B. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

C. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Proposals must certify and affirm the following under penalties of perjury:

(1) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).

D. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (1) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in detail the reasons therefore. The County reserves the right, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

(1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging any new investments in Iran; or

(2) The County of Tompkins has made a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the County of Tompkins would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

Specifications – General Information

Scope:
Tompkins County requires a continuous supply of uniforms, footwear and uniform accessories for the Sheriff's Office. The specifications that follow describe the uniforms, footwear and accessories currently in use at the Tompkins County Sheriff's Office.

Samples:
Bidders submitting bids for substitute or equal items (see item #19 in General Conditions) must provide samples of the items with their bids. Each sample supplied must be clearly marked with the bidder's name and identifying item number.

Custom Binders:
Upon notification of award the bidder(s) must provide five (5) copies of a customized binder that contains only the contract items awarded to their company. The binder shall include description(s) of the awarded items, pricing, ordering information and contact information. The complete binders shall be submitted to the Purchasing Department within fifteen (15) days of award notification.

Order Placement:
Bidders **must** offer the option for the County to place online orders. The successful bidder must have a webpage available within thirty (30) days after contract award notification, specific to the Tompkins County Sheriff's Office, which once logged in, displays current contract items and prices. The website should be updated regularly to reflect current items, added items, or County approved replacement items.

Order Confirmation:
Order confirmation shall be provided immediately upon order placement. If ordering online an order confirmation must be provided upon "checkout".

Invoices, Delivery Packing Slips:
Each delivery packing slip and invoice must include the Deputy and Officer's Badge Number and Name for tracking purposes.

Workmanship and Finish:
Workmanship of the products provided shall be of quality nature. All clothing shall be delivered clean, well made and pressed. There shall be no loose ends of thread or raw edges of fabric showing. All stress and strain points shall be securely reinforced with bar-tacking.

Measurements:
All garments shall be fitted to the individual's measurements. All measurements and/or fittings shall be taken by the bidder at the Tompkins County Sheriff's Office at a time mutually agreeable to both parties. The successful bidder must have personnel available for correct measurements within twenty-four (24) hours of request.

Problems with Fit or Quality:
In the event that corrections are needed after a garment has been delivered the vendor is responsible for arranging the return of the garment through common carrier, at no additional cost to the County, within 48-hours of notification. The replacement or repaired garment shall be delivered within two (2) weeks from the date the item is returned to the bidder. Any items returned will not be processed for payment until a satisfactory replacement has been received.

Item(s) returned more than two (2) times for corrections due to errors on the vendor's part or issues with workmanship and/or finish are subject to a penalty of $20.00 per item, per occurrence.

Inspection:
The County reserves the right to inspect all items ordered prior to the acceptance of the goods. The County also reserves the right to reject any and all non-conforming items.

Pricing:
All bid prices shall include any and all costs including measuring services and delivery. Pricing shall also include sewing emblems onto the garments.

Discontinued Items:
In the event that an awarded item becomes discontinued the bidder must notify the County immediately. Bidder must provide a proposed substitution for consideration. The County reserves the right to reject the proposed substitution.

Contract Value:
The actual quantity of required items varies annually based on new hires and clothing allowances. For bid analysis purposes a quantity of two (2) each for all uniform items and one (1) each for uniform accessories will be used to determine award. The estimated annual contract based on 2012 expenditures to date is $30,000.

Method of Award:
It is the County's intent to award the contract in categories as follows:

- Uniforms: Overall lowest bidder
- Uniform Accessories: Overall lowest bidder
- Footwear: Per manufacturer based on highest percentage discount

Bidders are not required to bid on all categories however, if you choose to bid on a category you must bid on 95% of the items within that category to be considered for award of the category.

The County reserves the right to award the bid in any configuration that proves to be in the best interest of the County.

Delivery:
All uniform clothing shall be delivered within twenty (20) days after measurements have been taken and actual order has been placed. Footwear and uniform accessories shall be delivered within thirty (30) days a/r/o. By signing the bid forms the vendor hereby agrees that they are able to meet the specified delivery requirements and that it is understood that failure to do so may result in penalty fee assessment as per item #9 of the General Terms and Conditions of the bid specifications. Late penalty fees shall be deducted from the invoice once the item(s) has been received by the County.

Backorders:
In the event that an item(s) is on backorder through no fault of the vendor, the vendor is required to request, in writing, an extension of the delivery date. The County reserves the right to reject the extension of the request.

Note: A recurring tendency to "back order" or be "out-of-stock" shall be considered sufficient cause for cancellation of the contract(s) resulting from this bid.

Detailed Specifications – Uniforms

Patches are to be provided by the vendor. Tompkins County will work with the vendor to ensure that they have the proper artwork for department specific patches. Uniform shirts/jackets must have the same set-up as the existing clothing.

The manufacturers/models listed below indicate the clothing currently in use. Vendors submitting bids for "Equal" make/model must provide literature with their bids for evaluation. Tompkins County reserves the right to make the final determination regarding equivalency.

Item	Manufacturer	Model	Description	Color
1.	Blauer	9691	Featherweight Rain Jacket	Black/Yellow
2.	Blauer	9690	Featherweight Rain Coat	Black/Yellow
3.	Blauer	6001	Reversible Bomber Jacket	Black/Yellow
4.	Blauer	9910Z	Cruiser Jacket	Black
5.	511 Tactical	48103	Signature Duty Jacket	Black
6.	511 Tactical	48027	4-in-1 Patrol Jacket	Black
7.	Flying Cross	54101	Softshell Jacket	Black
8.	Vertx	VTX8800LBK	Integrity Jacket	Black
9.	Blauer	205	Lightweight V-Neck Sweater	Black
10.	Flying Cross	79010	V-Neck Sweater	Black
11.	Flying Cross	74010	Pullover Sweater	Black
12.	5.11 Tactical	RY-3234/RY-62064	Long Sleeve Shirts	Black
13.	5.11 Tactical	RY-71183/RY-61158	Short Sleeve Shirts	Black
14.	5.11 Tactical	RY-74326/ RY-64306	Trousers	Black
15.	Under Armour	1216005	Long Sleeve Tactical Shirt	Black
16.	Under Armour	1216007	Short Sleeve Tactical Shirt	Black
17.	Under Armour	1216004	Men's Compression Leggings	Black
18.	Under Armour	5562	Women's Compression Leggings	Black

Detailed Specifications – Uniform Accessories

Item	Manufacturer	Model	Description	Color
1.	Bianchi	8006/31304	Belt Keeper (4-pack)	Black
2.	Bianchi	8002/31302	Double Magazine Pouch	Black
3.	Bianchi	8014S/31311	Universal Radio Holder w/Swivel	Black
4.	Bianchi	8007/31305	OC/Mace Spray Pouch	Black
5.	Bianchi	8000/31300	Covered Cuff Case	Black
6.	Bianchi	8017/31393	Double Cuff Case	Black
7.	Bianchi	8011/31463	Compact Light Pouch	Black
8.	Bianchi	8028/31316	Flat Glove Pouch	Black
9.	Bianchi	8105	Nylon Liner Belt – Hook	Black
10.	Blackhawk		Taser X-26 Serpa Holster	Black

Detailed Specifications - Footwear

Below is a list of footwear manufacturers whose products are purchased for the Tompkins County Sheriff's Office:

- Bates
- Magnum
- Rocky
- Thorogood
- 511

BID FORM
TOMPKINS COUNTY
LAW ENFORCEMENT
UNIFORMS

Company Name:

Instructions:

1. Bidders choosing to bid this category must bid on 95% of the items to be considered for award
2. Provide manufacturer and model numbers for each item
3. In the space provided, please indicate at which size the additional cost for larger sizes applies

Item	Description	Bid Price/Ea.	Add'l Price/Larger Sizes
1.	Rain Jacket		
2.	Rain Coat		
3.	Bomber Jacket		
4.	Cruiser Jacket		
5.	Duty Jacket		
6.	Patrol Jacket		
7.	Softshell Jacket		
8.	Jacket		
9.	Lightweight V-Neck Sweater		
10.	V-Neck Sweater		
11.	Pullover Sweater		
12.	Long Sleeve Shirt		
13.	Short Sleeve Shirt		
14.	Trousers		
15.	Long Sleeve Tactical Shirt		
16.	Short Sleeve Tactical Shirt		
17.	Men's Compression Leggings		
18.	Women's Compression Leggings		

Item	Description	Mfr.	Model	Larger Size
1.	Rain Jacket			
2.	Rain Coat			
3.	Bomber Jacket			
4.	Cruiser Jacket			
5.	Duty Jacket			
6.	Patrol Jacket			
7.	Softshell Jacket			
8.	Jacket			
9.	Lightweight V-Neck Sweater			
10.	V-Neck Sweater			
11.	Pullover Sweater			
12.	Long Sleeve Shirt			
13.	Short Sleeve Shirt			
14.	Trousers			
15.	Long Sleeve Tactical Shirt			
16.	Short Sleeve Tactical Shirt			
17.	Men's Compression Leggings			
18.	Women's Compression Leggings			

BID FORM
TOMPKINS COUNTY
LAW ENFORCEMENT
UNIFORM ACCESSORIES

Company Name:

Instructions:

1. Bidders choosing to bid this category must bid on 95% of the items to be considered for award

Item	Description	Price
1.	Belt Keeper	
2.	Double Magazine Pouch	
3.	Radio Holder	
4.	OC/Mace Spray Pouch	
5.	Covered Cuff Case	
6.	Double Cuff Case	
7.	Compact Light Pouch	
8.	Flat Glove Pouch	
9.	Nylon Liner Belt – Hook	
10.	Taser Holster	

Item	Description	Mfr.	Model
1.	Belt Keeper		
2.	Magazine Pouch		
3.	Radio Holder		
4.	OC/Mace Spray Pouch		
5.	Covered Cuff Case		
6.	Double Cuff Case		
7.	Compact Light Pouch		
8.	Flat Glove Pouch		
9.	Nylon Liner Belt – Hook		
10.	Taser Holster		

BID FORM
TOMPKINS COUNTY
LAW ENFORCEMENT
FOOTWEAR

Company Name:

Instructions:

1. Bidder's choosing to bid this category may bid on as many items as they wish
2. Percentage discount must be for the latest version of the manufacturer's catalog
3. If there are exclusions to the discount it is the bidder's responsibility to provide the County with a list of such

Bates: Percentage Discount: _____

Magnum: Percentage Discount:_____

Rocky: Percentage Discount:_____

Thorogood: Percentage Discount:_____

511: Percentage Discount:_____

DEVIATIONS

Bidders please indicate below any and all deviations to the specifications. The County reserves the right to review the deviations and to make a determination based on the best interest of the County. Please attach additional pages if needed.

ANTI-DISCRIMINATION CLAUSE

During the performance of this contract, (the contractor) hereby agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, color, creed, ethnicity, Vietnam-era veteran status, disabled veteran, marital status, disability, national origin, or status as an ex-offender. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with as written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

(c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's and local Tompkins County Laws against discrimination as the State Commission for Human Rights shall determine.

(d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

(e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

(f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm: _____

By: _____

Date: _____

Title: _____

TOMPKINS COUNTY

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Division to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by cases basis under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in an new investments in Iran; or
2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

_____ _____

Signature Date

_____

Title

_____

Company Name

TYPE 1

TOMPKINS COUNTY INSURANCE AND INDEMNIFICATION

The Successful Bidder Shall Maintain and Agree to the Following:

(Vendor) hereinafter referred to as Contractor, shall indemnify, hold harmless and defend Tompkins County and its officers, employees, agents and elected officials from and against any and all claims and actions brought against Tompkins County and its officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this contract by the Contractor, its employees, subcontractors or agents except all actions and claims arising out of the negligence of Tompkins County. The Contractor shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

A.) **Workers' Compensation and New York Disability** - Statutory Coverage Employer's Liability - Unlimited.

B.) **Commercial General Liability** including, contractual, independent contractors, products/completed operations - Occurrence Form required.

*	Each Occurrence	$1,000,000
*	General Aggregate	2,000,000
*	Products/Completed Operations Aggregate	2,000,000
*	Personal and Advertising Injury	1,000,000
*	Fire Damage Legal	50,000
*	Medical Expense	5,000

- **General Aggregate** shall apply separately to the project prescribed in the contract

* Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insureds**

C.) **Business Auto Coverage** Liability for Owned, Hired and Non-Owned Autos $1,000,000 CSL or 500,000 Per Person BI 1,000,000 Per Accident BI 250,000 PD Split Limits

* Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insureds**

All insurance shall be written with insurance carriers licensed by the State of New York Insurance Department and have a Best's rating of A XI or better. Proof of insurance shall be provided on the Tompkins County Certificate of Insurance (copy attached) including the Contract Number. The accord Certificate of Insurance or insurance company certificate may be used for proof of Workers' Compensation and Disability. All Certificates shall contain a sixty (60) day notice of cancellation, non-renewal or material change to Tompkins County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Broker signature is not acceptable. Certificates of Insurance shall be submitted with the RFP/bid.

TOMPKINS COUNTY
CERTIFICATE OF INSURANCE

BIDS CANNOT BE ACCEPTED NOR CAN WORK COMMENCE UNTIL THIS CERTIFICATE IS RECEIVED AND ACCEPTED BY COUNTY ADMINISTRATION

	INSURANCE CARRIER:	
INSURED NAME ADDRESS CITY,ST ZIP	A	A.M. BEST RATING:
	B	
PRODUCER NAME ADDRESS CITY, ST ZIP PHONE:	C	
	D	

This certifies that the policies listed below have been issued and are in force at this time.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS (IN $1,000)
	GENERAL LIABILITY ☐ OCCURRENCE FORM ☐ OTHER	(Certified copy of policy must be submitted if "other)			EACH OCCURRENCE $ GENERAL AGGREGATE $ PRODUCTS-COMP/OP AGG. $ PERSONAL & ADV INJURY $ FIRE DAMAGE (ANY ONE FIRE) $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ☐ HIRED AUTOS ☐ NON-HIRED AUTOS				COMBINED SINGLE LIMIT $ BODILY INJURY (per person) $ BODILY INJURY (per accident) $ PROPERTY DAMAGE $
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA				EACH OCCURRENCE $
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				COVERAGE A STATUTORY COVERAGE B " EACH ACCIDENT $ DISEASE-POLICY LIMIT $
	NYS DISABILITY				STATUTORY
	PROFESSIONAL LIABILITY OR ERRORS/OMISSIONS				$
	OWNERS CONTRACTORS PROTECTIVE LIABILITY				
	OTHER				

Insurance Carriers providing liability coverages acknowledge that the above referenced contract constitutes an "Insured Contract" as defined in their policy. As required by said contract, the County of Tompkins and its officers, employees, agents and elected officials are included as Additional Insureds under each respective policy. Insurance Carriers warrant that no policy will be non-renewed, canceled, or materially changed without thirty (30) days advance notice to County Administration.

Certificate Holder:

TOMPKINS COUNTY ADMINISTRATION
125 EAST COURT STREET
ITHACA, NY 14850

PHONE (607-274-5548 FAX: (607) 274-5558
JKippola@Tompkins-Co.Org

Authorized Representative

Signature

Name

Title Date

COUNTY OF TOMPKINS
GENERAL CONDITIONS

AFFIDAVIT OF NON-COLLUSION

NAME OF RESPONDER: _____ PHONE NO.: _____ FAX NO.: _____

BUSINESS ADDRESS: _____ EMAIL: _____

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of the proposal, or If not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his/her behalf and on behalf of my company.

I further attest that:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition with any other contractor, responder or potential bidder; and
2. Neither the price(s), nor the amount of this bid/proposal, have been disclosed to any other firm or person who is a responder or potential responder on this project, and will not be so disclosed prior to bid/proposal opening; and
3. No attempt has been made or will be made to solicit, cause or induce any company or person to refrain from responding to this RFB/RFP, or to submit a bid/proposal higher than the proposal of this company, or any intentionally high or non-competitive bid/proposal or other complementary proposal; and
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary proposal; and
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, or offere, promised or paid cash of anything of any value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by a company or person to refrain from responding to this RFB/RFP or to submit a complementary bid/proposal on this project; and
6. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by and company or person, whether in connection with this or any project, inc consideration for my company's submittting a complementary bid/proposal or agreeing to do so on this project; and
7. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsiblities relating to the preparation, approval or submission of my company's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion act or other conduct inconsistent with any statements and representations made in this affidavit.
8. **By submission of this proposal I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.**

The person signing this proposal, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position:_____

Print Name & Company Position:_____

Company Name:_____

Date Signed_____ Federal I.D. Number_____

REFERENCES

Company #1 _____

Address _____

City, State, ZIP _____

Contact Person _____

Telephone _____

Date(s) of Service _____

Type of Service _____

Comments _____

Company #2 _____

Address _____

City, State, ZIP _____

Contact Person _____

Telephone _____

Date(s) of Service _____

Type of Service _____

Comments _____

Company #3 _____

Address _____

City, State, ZIP _____

Contact Person _____

Telephone _____

Date(s) of Service _____

Type of Service _____

Comments _____

Tompkins County
Vendor Responsibility Form

The Office of the State Comptroller requires that governmental agencies award contracts only to vendors that have been certified as "responsible." Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is the contracting agency's responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the County against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity – both organizational and financial
4. Previous performance

Please complete the following questions. This form **must** be returned with your bid submission in order for your bid to be ruled responsive.

Within the past five (5) years has your firm, any affiliate, any predecessor or company or entity, owner, director, officer, partner or proprietor been the subject of:

ANSWER ALL QUESTIONS

A. An indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law? YES _____ NO _____

B. A government suspension or debarment, rejection of any bid or disapproval of any proposed sub-contract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement? YES _____ NO _____

C. Any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?" YES _____ NO _____

D. A consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws? YES _____ NO _____

E. A finding of non-responsibility by a governmental agency or Authority for any reason. YES _____ NO _____

If yes to any of the above, please provide details regarding the finding.

ENTITY MAKING FINDING: _____

YEAR OF FINDING: _____

BASIS OF FINDING: _____

_____

_____

(Attach additional sheets if necessary)

Offerer Certification:

I certify that all information provided to Tompkins County with respect to State Finance Law §139-k is complete, true and accurate.

Name: _____ Title: _____

Company Name: _____

Company Address: _____

Signature: _____

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

☐ Exempt payee

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.

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

- 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[2]

[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.

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.

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.

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.

BID/PROPOSAL SIGN-OFF SHEET

BID/PROPOSAL TITLE:

Please check off and sign for items below and submit this required sheet with your bid packet; the bid may be rejected if the required documents are not included with the bid.

		DONE	INITIALS
1.	Bid/Proposal completed		
2.	Non-Collusive certificate completed		
3.	Anti-Discrimination clause completed		
4.	Proof of insurance coverage in amounts required by specification signed by insurance agent enclosed		
5.	Addenda (if issued) received		
	List Addendum # and dates		
6.	Insurance Binder completed		
7.	Reference Form completed		
8.	Vendor Responsibility Form completed		
9.	W-9 Taxpayer Identification and Certification		

Please note that by signing below the contractor is certifying that all information provided herein is true and correct to the best of their knowledge.

_____
Name/Title of Authorized Person Submitting Bid

_____
Firm or Corporation Making Bid

_____
Address

_____ _____
Telephone Fax

_____
(Remit to address (if different than above))

_____
Signature of Authorized Person Submitting Bid