NOTICE TO BIDDERS
TOMPKINS COUNTY
AUTOMOTIVE REPLACEMENT PARTS

SEALED BIDS for Automotive Replacement Parts will be accepted at the Tompkins County Finance Department, Purchasing Office, 125 East Court Street, Old Jail Building, 2nd Floor, Ithaca, NY 14850 up until 11:30 a.m., June 5, 2014 at which time and place they will be opened and publicly read.

Specifications are available at the following website: www.tompkinscountyny.gov/purchase/current-bids or by contacting the Purchasing Office, (607) 274-5500, purchase@tompkins-co.org.

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

Lisa M. Hall
Buyer

Tompkins County

Request for Bid – Submission Instructions

Respondents shall submit their bid response per the instructions below. Respondents who do not follow these guidelines may have their bids rejected as incomplete or non-responsive.

- Respondents shall read all documents contained in this specification package. Failure to do so does not excuse respondent from abiding by all instructions, terms or conditions.
- Responses shall be submitted to the location and in the format indicated in the specifications no later than the date and time indicated.
- The County reserves the right to amend the specifications prior to the due date by written "Addenda". It is the respondent's responsibility to ascertain whether any addenda have been issued prior to submitting their bid.
- Respondents shall submit their bid in a sealed package or envelope with the name of their company and the title of the Request for Bid.
- Respondents must provide one original printed copy, with original signatures, of their bid response. Electronic files may be requested as well.
- Respondents shall submit **all** forms that require signatures with their bid response.
- All responses submitted become the property of the County and are subject to Public Information Policy.
- This invitation for bid does not commit the County to award a contract, nor shall the County be responsible for any cost or expense that may be incurred by the respondent in preparing and submitting their response or any cost incurred prior to the execution of a contract.
- The County reserves the right to cancel the contract without cause with a minimum of thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract. The respondent may cancel the contract with one hundred-twenty (120) days written notice.

Tompkins County
Request for Bid – Terms & Conditions

Method of Award:
The County reserves the right to award the contract to the respondent who submits the bid(s) that prove(s) to be in the best interest of the County. The County has the sole discretion and reserves the right to cancel this request, reject any/all responses, to waive any/all informalities and/or irregularities if it is deemed to be in the best interest of the County to do so.

Contract Extension:
The County agrees, under the General Municipal Laws of New York State to allow all authorized users who wish to utilize any contract awarded as a result of this solicitation to do so. However, it is understood that the extension of such contract is at the discretion of the respondent and the respondent is only bound to the contract between itself and the County.

Term of Contract:
Unless otherwise specified, any contract resulting from this solicitation 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.

Contract Award:
The contract award, if any, will be made within forty-five (45) calendar days of due date. The contract shall be awarded to the respondent who submits the lowest responsible bid that proves to be in the best interest of the County.

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 respondent 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 authorization to proceed. Should it become necessary for the County to cancel a project after the order to proceed has been issued, the County will only be liable for, and the respondent agrees, to only assess those financial damages that it can prove to have incurred as a result of the contract cancellation.

Guarantee:
The respondent 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. Replacements parts shall be easily obtained and that no attachment or part (if applicable) has been substituted or applied contrary to the manufacturers' recommendations and standard practice. Every product delivered shall be guaranteed against faulty material and workmanship for the term(s) of the contract(s). If during this period such faults develop, the product(s) shall be replaced at no cost to the County.

Late Delivery Penalties:
Delivery terms shall be stated in the detailed specifications, or may be requested from the respondent to be specified on the bid form. By signing the bid forms the respondent agrees that they are able to meet the specified requirements. A penalty fee of $10.00 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 respondent, the respondent is required to inform the County immediately. Late penalty fees shall be deducted from the invoice once the item is received by the County.

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.

Tax on Materials:
In regard to any taxes applicable to this project respondents are to 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. If required, a Tax Exemption Certificate will be forwarded upon request.

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).

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

Training:
If required, training shall take place during regular business hours. Training shall be provided until all County personnel involved in the contract are adequately trained.

Financing of Material or Equipment Purchases:
When any bid includes the lease and/or purchase of material and/or equipment the respondent 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 respondent 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.

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.

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 in the norm for all interactions, including delivery of services to the public.

Respondents are encouraged to include an outline of their diversity policy in their proposal response.

Contract Re-Assignment:

The respondent shall not re-assign any portion of the any contract that results from this solicitation without the express written consent of the County.

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.

Corporate Compliance:

FEDERAL FUNDING COMPLIANCE: The Respondent 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 Respondent under this contract, the Respondent 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, Respondent 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 from Tompkins County Administration, 125 East Court Street, Ithaca, NY 14850.

Respondents that are providers of healthcare services certify that the Respondent, and all employees, directors, officers, and subcontractors of the Respondent, are not "excluded individuals or entities" under Federal and/or New York State statues, rules and regulations, to determine if any of them are on or have been added to the exclusion list.

The Respondent shall promptly notify the County if any employee, director, officer of 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 response to a Request for Proposals, you are attesting to the fact that you and/or the provider, which you represent, have not been sanctioned nor excluded by any of the aforementioned entities.

Iranian Energy Sector Divestment:

By submitting a response to this solicitation, the respondent hereby represents that said respondent is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said respondent has not:

a. 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
b. 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.

Any respondent 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.

Except as otherwise specifically provided herein, every respondent submitting a response to this solicitation must certify and affirm the following under penalties of perjury:

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

Except as otherwise specifically provided herein, any response to this solicitation that is submitted without having complied with subdivision (1) above, shall not be considered for award. In any case where the respondent cannot make the certifications 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 contract to any respondent 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 respondent 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 is offered. Such determination shall be made by the County in writing and shall be a public document.

Living Wage

Tompkins County must consider the wage levels and benefits, particularly health care, provided by contractors when awarding bids or negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.

If contractor certifies on Attachment A that its employees directly providing services outlined in this contract are NOT paid a living wage, the department contract representative may have a conversation with contractor to understand the cost implications of achieving the living wage threshold, whether there are structural barriers impacting the ability to pay the living wage, plans to improve wages over time, generous fringe benefits, or other considerations that should be applied when addressing the question of whether it is practical or reasonable to meet the living wage threshold including the cost required to bring the contract to the living wage threshold.

MINIMUM SPECIFICATIONS

Scope:
Establish a contract for the purchase of Automotive Replacement Parts.

General:
Tompkins County will make purchases on an as-needed basis. The estimated annual contract value is ***$50,000***. The contract value is an estimate only and shall not be construed as a minimum or maximum contract value.

Delivery:
Delivery shall be within thirty (30) minutes after receipt of order for all stocked items. If an item is out of stock or not stocked, the vendor must inform the County when delivery will be made. If this is not acceptable, the County reserves the right to purchase the item for another source.

A continual failure to meet the thirty (30) minute delivery time frame will result in contract cancellation.

Pricing shall include all packaging, delivery and all other costs associated with completing the order. No additional costs of any kind may be added to the bid prices.

Orders:
All orders must be accompanied by an invoice which shall include the following:

- Ordering Department
- Invoice Number
- Date of Order
- Item Description(s)
- Quantity
- Price(s)

The County shall have the ability to order both "online" using a vendor provided web sight, or over the phone.

Large Quantity Purchase:
The County reserves the right to make large quantity purchases outside the contract resulting from this bid.

Automotive Part Requirements:

- All parts shall comply with the applicable requirements of the Society of the Automotive Engineers, Inc. and the Department of Motor Vehicles or New York State.
- Replacement parts shall fit, interchange with, and replace original equipment components without modifications or additions; and shall meet or exceed original equipment specifications. Rebuilt parts must comply with A.P.R.A. Standards.
- All parts offered must be First Line quality. Second Line quality is unacceptable.
- Vendor shall accept the return of obsolete parts for full credit.
- Standard manufacturer's warranty shall apply to all parts provided as a result of the bid award.

Bid Evaluation:
The items listed on the bid pages shall be priced from the current issue of the Vendor's Catalog Pricing Index showing all information including brand name, product number, list price, discount and net price. The discount for each item within each group shall be the same for the entire group. The items listed on the bid pages are a sampling of items required and are for evaluation and award purposes.

Catalog Pricing Index:
It shall be the responsibility of the vendor to provide the County with two (2) copies of the current issue of their pricing index. Pricing is not subject to change until the County has been provided with the current pricing index.

Award:
The bid shall be awarded to the overall lowest bidder based on the two (2) sample vehicles listed below. The county shall award a contract for both a primary and secondary supplier.

Tompkins County Automotive Replacement Parts
Bid Forms

Instructions to bidder:

1. Each bidder shall provide a proposed manufacturer and discount in % for each product specified.
2. Each bidder shall provide manufacturer, list price, and net price for each part in each category for the two (2) provided sample vehicles. If a replacement part is not available please specify why.

1. Engine Filters:

Filter Type	Proposed Manufacturer	% Discount
Engine Oil Filter		
Engine Air Filter,		
Cabin Air Filter,		
Engine Fuel Filter		
Engine PCV		

2. Ignition:

Part	Proposed Manufacturer	% Discount
Spark Plug		
Ignition Coil		
Ignition Module		
Spark plug Wires		

3. Belts:

Belt	Proposed Manufacturer	% Discount
Serpentine Belts		
V Belts		

4. Cooling:

Part	Proposed Manufacturer	% Discount
Coolant Hoses		
Radiators		
Water pumps		
Thermostats		

5. Fuel & Emissions:

Part	Proposed Manufacturer	% Discount
Fuel Pump		
Fuel Tank		
Fuel Injectors		
Emission Components		

6. Electrical Systems:

Part	Proposed Manufacturer	% Discount
Starters		
Alternators		
Switches and Relays		
Batteries		
Cables & Wire		
Misc. Components		

7. HVAC:

Part	Proposed Manufacturer	% Discount
AC Compressor		
AC Condenser		
AC Evaporator		
AC Filter		
AC Valves		
AC Hoses		

8. Brakes:

Part	Proposed Manufacturer	% Discount
Brake Pads		
Brake Rotors		
Brake Calipers		
Brake Shoes		
Parking Brake Shoes		
Hardware		
Master Cylinders		
Cables		

9. Chassis and Steering:

Part	Proposed Manufacturer	% Discount
Shocks & Struts		
Suspension Components		
Steering Components		
Power Steering Lines		
Power Steering Pumps		
Springs		

10. Exhaust:

Part	**Proposed Manufacturer**	**% Discount**
Mufflers		
Catalytic Converters		
Tailpipes		
Manifolds		
Gaskets		

11. Engine:

Part	**Proposed Manufacturer**	**% Discount**
Cylinder Head Parts		
Gaskets		
Bearings		
Piston & Rings		
Engine Kits		

12. Drive-train:

Part	**Proposed Manufacturer**	**% Discount**
Manual Trans Parts		
Automatic Trans Parts		
U and CV Joints		
Drive axles		
Wheel/ Hub Bearings		

13. Vision & Windshield

Part	**Proposed Manufacturer**	**% Discount**
Windshield Wipers		
Wiper Arms		
Washer Pumps		
Headlight Bulbs		
Turn/Tail/Marker Bulbs		
Misc. Lights		

Sample Vehicle 1:
2013 Ford F250 4X4
6.2 Automatic
Vin: 1FT7X2B66DEA69145

1. Engine Filters:

Filter Type	Manufacturer	Part #	List Price	Net Price
Engine Oil Filter				
Engine Air Filter,				
Cabin Air Filter,				
Engine Fuel Filter				
Engine PCV				

2. Ignition:

Part	Manufacturer	Part #	List Price	Net Price
Spark Plug				
Ignition Coil				
Ignition Module				
Spark plug Wires				

3. Belts:

Belt	Manufacturer	Part #	List Price	Net Price
Serpentine Belts				
V Belts				

4. Cooling:

Part	Manufacturer	Part #	List Price	Net Price
Coolant Hoses				
Radiators				
Water pumps				
Thermostats				

Sample Vehicle 1 (continued):

5. Fuel & Emissions:

Part	Manufacturer	Part #	List Price	Net Price
Fuel Pump				
Fuel Tank				
Fuel Injectors				
Emission Components				

6. Electrical Systems:

Part	Manufacturer	Part #	List Price	Net Price
Starters				
Alternators				
Switches and Relays				
Batteries				
Cables & Wire				
Misc. Components				

7. HVAC:

Part	Manufacturer	Part #	List Price	Net Price
AC Compressor				
AC Condenser				
AC Evaporator				
AC Filter				
AC Valves				
AC Hoses				

Sample Vehicle 1 (continued):

8. Brakes:

Part	Manufacturer	Part #	List Price	Net Price
Brake Pads				
Brake Rotors				
Brake Calipers				
Brake Shoes				
Parking Brake Shoes				
Hardware				
Master Cylinders				
Cables				

9. Chassis and Steering:

Part	Manufacturer	Part #	List Price	Net Price
Shocks & Struts				
Suspension Components				
Steering Components				
Power Steering Lines				
Power Steering Pumps				
Springs				

10. Exhaust:

Part	Manufacturer	Part #	List Price	Net Price
Mufflers				
Catalytic Converters				
Tailpipes				
Manifolds				
Gaskets				

Sample Vehicle 1 (continued):

11. Engine:

Part	Manufacturer	Part #	List Price	Net Price
Cylinder Head Parts				
Gaskets				
Bearings				
Piston & Rings				
Engine Kits				

12. Drive-train:

Part	Manufacturer	Part #	List Price	Net Price
Manual Trans Parts				
Automatic Trans Parts				
U and CV Joints				
Drive axles				
Wheel/ Hub Bearings				

13. Vision & Windshield

Part	Manufacturer	Part #	List Price	Net Price
Windshield Wipers				
Wiper Arms				
Washer Pumps				
Headlight Bulbs				
Turn/Tail/Marker Bulbs				
Misc. Lights				

Sample Vehicle #2
2013 Ford Taurus
3.5L Automatic
Vin: 1FAHP2M80DG175958

1. Engine Filters:

Filter Type	Manufacturer	Part #	List Price	Net Price
Engine Oil Filter				
Engine Air Filter,				
Cabin Air Filter,				
Engine Fuel Filter				
Engine PCV				

2. Ignition:

Part	Manufacturer	Part #	List Price	Net Price
Spark Plug				
Ignition Coil				
Ignition Module				
Spark plug Wires				

3. Belts:

Belt	Manufacturer	Part #	List Price	Net Price
Serpentine Belts				
V Belts				

4. Cooling:

Part	Manufacturer	Part #	List Price	Net Price
Coolant Hoses				
Radiators				
Water pumps				
Thermostats				

Sample Vehicle #2 (continued):

5. Fuel & Emissions:

Part	Manufacturer	Part #	List Price	Net Price
Fuel Pump				
Fuel Tank				
Fuel Injectors				
Emission Components				

6. Electrical Systems:

Part	Manufacturer	Part #	List Price	Net Price
Starters				
Alternators				
Switches and Relays				
Batteries				
Cables & Wire				
Misc. Components				

7. HVAC:

Part	Manufacturer	Part #	List Price	Net Price
AC Compressor				
AC Condenser				
AC Evaporator				
AC Filter				
AC Valves				
AC Hoses				

Sample Vehicle #2 (continued):

8. Brakes:

Part	Manufacturer	Part #	List Price	Net Price
Brake Pads				
Brake Rotors				
Brake Calipers				
Brake Shoes				
Parking Brake Shoes				
Hardware				
Master Cylinders				
Cables				

9. Chassis and Steering:

Part	Manufacturer	Part #	List Price	Net Price
Shocks & Struts				
Suspension Components				
Steering Components				
Power Steering Lines				
Power Steering Pumps				
Springs				

10. Exhaust:

Part	Manufacturer	Part #	List Price	Net Price
Mufflers				
Catalytic Converters				
Tailpipes				
Manifolds				
Gaskets				

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: _____

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, offerer, 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, in 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 responsibilities 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_____

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 endevour 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

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/proposal response; the bid/proposal may be rejected if the required documents are not included with the response.

		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.	Vendor Responsibility Form completed		
7.	Agree to all Terms & Conditions as provided within the specifications		
8.	W-9 Taxpayer Identification and Certification		
9.	Bid Sign-Off Form completed		

By signing below the respondent is certifying that:

1. All information provided herein is true and correct to the best of their knowledge.
2. The respondent has read and understands the specifications in their entirety and that the response is made in accordance therewith, and;
3. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
4. The respondent 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.

_____
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

Sample Vehicle #2 (continued):

11. Engine:

Part	Manufacturer	Part #	List Price	Net Price
Cylinder Head Parts				
Gaskets				
Bearings				
Piston & Rings				
Engine Kits				

12. Drive-train:

Part	Manufacturer	Part #	List Price	Net Price
Manual Trans Parts				
Automatic Trans Parts				
U and CV Joints				
Drive axles				
Wheel/ Hub Bearings				

13. Vision & Windshield

Part	Manufacturer	Part #	List Price	Net Price
Windshield Wipers				
Wiper Arms				
Washer Pumps				
Headlight Bulbs				
Turn/Tail/Marker Bulbs				
Misc. Lights				

Company Name: _____

Telephone: _____ ***Fax:*** _____

Contact (print): _____

Contact Email: _____ ***Cell:*** _____