The information recorded here will be verified prior to award.

		Bid R	ecord	
Bid Number: 2013-2244		AWARDED TO: West Chevrole	Bid Witness:	
Bid Title: SUV/Pickup for Blount County 5th Judicial Drug Task Force Date Opening: July 22, 2013 @ 1:30 PM		CONTRACT DATES: 7/22/13		
Company Name Address 1 Address 2	Chrysler Dodge Jeep Ram 106 S. James Campbell Blvd	West Chevrolet 3450 Airport Highway		
City, State Zip Code	Columbia, TN 38401	Alcoa, TN 37701		
Description of Bid Items: Mfg. and Model quoted	2014 Dodge Durango	2013 Chevy Avalanche		
Price	\$38,264.00	\$33,999.00		
Coverage	3 yrs or 36,000 mi Bumper bumper 5 yrs or 100,000 powertrane	3 yrs or 36,000 mi Bumper bumper 5 yrs or 100,000 powertrane and roadside assistance		
Guaranteed number of days for delivery after receipt of order	120 days	1 day		
Price quoted shall be valid until	Through model year	Until vehicle is sold		
Number of years in business	19	80+		
Payment terms shall be	100% 30 days			
Will your company accept payment via ACH deposit? Yes or No	Yes	yes		



INVITATION TO BID

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



Invitation is extended to bid a SUV/Pickup for the Blount County Fifth Judicial Drug Task Force as stated herein.

Bidder shall return bid in sealed envelope to:

Blount County Purchasing Department Blount County Courthouse, Room 319 385 Court Street Maryville, Tn. 37804-5906

Public Opening of the bid will be held at the above address at the bid deadline date and time designated in the Invitation to Bid (ITB).

ITB TABLE OF CONTENTS:

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Pages 2 - 3 Terms and Conditions of the Invitation to Bid

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Page 11 Form W-9 (To be submitted upon request)

DATE ISSUED:	July 12, 2013
BID NO:	2013-2244
BID TITLE:	SUV/Pickup for Blount County Fifth Judicial Drug Task Force
BID DEADLINE DATE & TIME:	July 22, 2013 at 1:30 p.m. local time
BID CONTACT:	Valerie Cunningham, Contract Administrator
CONTACT PHONE:	(865) 273-5740

1. Award

The right is reserved, as the interest of the County may require, to reject any and all bids and to waive any informality in bids received. The County reserves the right to make an award on all items or on any of the items and for an item quantity less than the quantity bid upon unless qualified by specific limitation of the bidder. The contract shall be awarded to the responsive, responsible bidder submitting the lowest and best bid. In the event tie bids are totally equal, selection shall be made by publicly witnessed drawing of lots. Disputes arising from the award of this bid must be submitted in writing to the Blount County Purchasing Agent and received no later than three (3) calendar days from contract award date. In the event no funds are appropriated by Blount County for the goods and services specified or insufficient funds exist for future orders. Blount County is under no obligation to make a contract award, contract renewal, or purchase.

2. Preparation of Bids

- (A) Bidders are expected to examine all bid documents. Failure to do so will be at the bidder's risk.
- (B) Each bidder shall furnish all information required by the Invitation. The bidder shall sign the Invitation; erasures or other changes shall be initialed by the person signing the offer. Bids that are submitted on forms other than the enclosed forms are subject to disqualification.
- (C) Unit price shall include freight unless otherwise specified in the Invitation. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Alternate bids for supplies or services other than those specified will not be considered unless authorized by the Invitation.
- (E) Bidders must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the Invitation.
- (F) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.
- (G) Bidders are cautioned to check their bid for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to honor their pricing or be subject to disqualification for award.

3. Availability of Requested Items

Bidders must accept responsibility for verifying availability of specified items prior to submission of bid. Bidder shall notify the County no less than 96 hours prior to the bid deadline per T.C.A. § 12-4-126 if specified items are discontinued, replaced, or will not be available for an extended period of time.

4. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective bidder to notify Blount County Purchasing if here is a question as to the specifications or bidding procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less 96 hours prior to the bid deadline per Tennessee Code Annotated (T.C.A.) § 12-4-126. These requirements also apply to specifications or procedures that are in error or ambiguous.

5. Delivery

Delivery will be f.o.b. destination unless otherwise specified in this ITB. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.

6. Federal Tax and State Sales Tax

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.

7. Addenda

No modifications to the Invitation shall be binding upon the County unless made in writing by an authorized representative of the Blount County Purchasing Department. Bid addenda, if issued, are posted on the County's website: http://www.blounttn.org/purchasing/select.asp. Prior to submitting a bid, it is the responsibility of the bidder to ascertain that they have received all addenda issued and bid accordingly. No addenda will be issued later than 48 hours prior to bid deadline per T.C.A. § 12-4-126.

8. Submissions of Bids

- (A) Bids shall be enclosed in a sealed envelope and addressed to the Blount County Purchasing Department, 385 Court Street, Maryville, Tennessee 37804-5906. The name and address of the bidder shall be identified on the face of the envelope along with the bid number and title. Bids for construction projects exceeding \$25,000.00 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.
- (B) Blount County does not accept bids by facsimile or any electronic transmission. See Clause 9 under Terms and Conditions of the Invitation to Bid regarding bid modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at bidder's request and expense unless otherwise specified in the Invitation.

9. Modification or Withdrawal of Bids

Bids may be modified or withdrawn by signed written notice to Blount County Purchasing or in person by an authorized vendor representative provided the modification or withdrawal is received prior to the bid deadline. A vendor representative making a modification in person shall have proper identification and shall initial the change. The vendor representative shall sign a receipt for the withdrawal of a bid. A telegraphic notice with an authorized signature would be acceptable for bid modification or withdrawal. It is the vendor's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the bid price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened.

10. Late Bids

It is the responsibility of the bidder to deliver their bid or bid modification on or before the bid deadline date and time. Modifications cannot be made to the bid after the bid deadline. The time of record will be the date/time stamp of the Blount County Purchasing Department. Late bids will not be considered or returned.

11. Qualifications of Bidders

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

12. Subcontracts

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

13. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of this ITB, require that all decisions made as to matters concerning this bid be made on an individual firm basis. By signing this bid, the bidder certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's bid. Any concerted activity with respect to this bid will be reported to the Antitrust Division of the Office of the Attorney General, State of Tennessee.

14. Compliance with Applicable Laws

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

15. Bid Acceptance

Bid prices quoted shall be held firm and subject to acceptance by the County for a period of sixty (60) calendar days from the bid deadline, unless bidder indicates otherwise in their bid. If awarded the bid within the time frame specified, bidder agrees to furnish all supplies/services described or specified at the prices and delivery time quoted.

16. Notification to County

If no bid is to be submitted in response to this ITB, it is not necessary to return the Invitation; however, notice should be given to the County if the recipient wishes to remain on the County's vendor list for future solicitations.

1. Definitions

- A. The "County" is Blount County, Tennessee, and includes its designated representatives.
- B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- C. The "Specifications" includes instructions to bidders, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services of the project.
- E. "Calendar Days" are consecutive days, as occurring on a calendar, without regard to the day of the week, month, year, or holidays.
- F. The National Institute of Governmental Purchasing (NIGP) Online Dictionary of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

2. Contract Terms

Upon award, the performance of this contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order signed by the County Purchasing Agent and Finance Director or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

3. Contract Modification

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

4. Delivery Requirement

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

5. Transportation Charges

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

6. Packaging

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

7. Quantities

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

8. Indemnification and Insurance

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

9. Inspection and Acceptance

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

10. Warranty

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

11. Invoices

Invoices shall be submitted to address as noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

12. Notice and Service Thereof

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

13. Acts of God

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

14. Patents

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

15. Bankruptcy or Insolvency

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

16. Public Notice – Title VI of the 1964 Civil Rights Act

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

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

17. Non-Conflict

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

18. Provisions Required by Law Deemed Inserted

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

19. Termination of Contract

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgment and discretion of the Purchasing Agent. In the event of such termination, the Contractor shall be liable for any excess cost incurred by the County. If the contract is so terminated the County may purchase, upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by the County for due cause, the vendor may be barred from bidding on County contracts for a period of 12 months.

The contract may be cancelled without cause by either party with the giving of written notice of no less than 30 calendar days.

Special Provisions

<u>Intent:</u> It is the intent of this Invitation to Bid (ITB) to procure a contract for the purchase and delivery of a new 4-wheel drive SUV/ Pickup for Blount County. The acceptable brand shall be a new 2013 Chevrolet Avalanche 1500 4WD or approved equal as determined by Blount County.

<u>Award:</u> Blount County anticipates evaluating the bid and awarding as soon as possible. Evaluation will be based on price and delivery. However, Blount County does not guarantee that a bid award shall be made or that any purchase shall be made from this ITB. Bid award, if made, shall be to the bidder whose bid meets the specifications and conditions set forth, and is most advantageous to the County.

<u>Delivery:</u> Delivery shall be F.O.B. Destination to Blount County Fifth Judicial Drug Task Force, Maryville, TN, with all freight charges paid by the seller.

Blount County expects delivery as soon as possible after award is made. Bidders are to state the number of days for delivery on page 9 of this ITB. Bidders shall state an accurate lead time as Blount County reserves the right to cancel orders with no obligation when delivery time is exceeded.

Enclosures with Bid: Bidders shall submit specification sheets for the vehicle they bid. Failure to include this material may be just cause for rejection of the bid.

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

Manuals: Vendor shall provide owner and operator manuals for the vehicle delivered.

Bid Submittal:

Signed Bid shall be submitted in a sealed envelope to:

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

Deadline for submittal: July 22, 2013 at 1:30 p.m. local time

To be considered for evaluation and subsequent award, bids shall contain:

• Signed Bid Form, Page 9.

Blount County reserves the right to request references for evaluation purposes.

Specifications

To be considered for award, the vehicle quoted must adequately meet the following specifications as determined by Blount County:

- Model: 2013 Chevrolet Avalanche 1500 4WD or approved equal
- <u>Drive:</u> 4WD
- <u>Cab/box:</u> Four (4) door
- Colors:
 - o Exterior: Any in preference by order = black, gray, white, red
 - o Interior: Black or Charcoal

• Mechanical:

- o 6-speed automatic transmission with tow/haul mode
- o Vortec 5.3 SFI V8 w/ Active Fuel Management and Flex Fuel Capacity
- o Premium Smooth Ride Suspension
- O Suspension, front coil-over shock w/ stabilizer bar
- O Suspension, rear multi-link w/coil springs
- StabiliTrak stability control w/traction control system
- o Rear Axle 3.42 Ratio
- o Transfer Case 2-Speed
- O Differential, locking rear fully automatic
- o 145 Amp Alternator
- o Brakes, 17" Disc/ Disc
- o Heavy Duty Trailering Package Engine oil cooling system, Transmission oil cooler

• <u>Safety:</u>

- Head curtain side air bags
- o Seat Mounted Side Impact, air bags, driver and right front passenger
- o Rear Vision Camera System, inside rearview mirror w/rear camera display
- O Ultrasonic Rear Parking Assist
- o Tire Pressure Monitor System

• Security:

o Theft-deterrent system, vehicle, PASS-Key III

• Entertainment:

- o Bluetooth® wireless technology
- USB Port
- o AM/ FM Stereo, CD Player with Auxiliary Input Jack
- o Enhanced Audio Speakers
- o Rear Seat Audio Controls
- o Frequencies Rating 315 MHZ, Long Distance

SUV/Pickup for Fifth Judicial Drug Task Force

• Exterior:

- o Cargo cover, rear rigid, 3-piece composite, stowable onboard
- o Cargo area floor mat
- o Midgate, foldable door between cargo box and cab
- o Rear Stowage Compartment
- o Glass, Solar-Ray deep tinted
- o Dual halogen headlamps
- o Fog lamps, front, halogen
- Outside heated power-adjustable, power-folding and driver-side auto-dimming mirrors w/turn signal
- o Luggage Rack Cross Bars
- o Luggage Rack Side Rails
- o 20 "BW Tires
- o 20"Polished Aluminum Wheels
- o Body Side Molding, Color-keyed
- Assist Steps
- o Full Size Spare Tire with Spare Tire Lock
- Front Recovery Hooks
- Chrome Grille
- o Chrome Door Handles
- o Chrome Mirror Caps
- o Fascia, Front color-keyed
- o Fascia, Rear color-keyed
- o Trailering Equipment
- Weight Distributed Platform Hitch

• Interior:

- o Power adjustable pedals
- o Reclining Bucket Seats
- o Rear 60/40 bench seat
- o Folding Center Seat
- o Six-Way Power Driver Seat
- o Power Seat Adjuster, front passenger
- o Manual lumbar, driver
- o Power Door Locks
- o Power Windows
- o Carpeting, color keyed
- o Floor Mats, carpeted, color keyed
- o Electric Rear Window Defogger
- o Air Conditioning Dual Zone Manual
- Lighted Visor/ Vanity Mirrors
- o Sensor Indicator, inflatable restraint, front passenger
- Custom Front Floor Console
- Deluxe Overhead Console
- o Rear View Mirror with Rear Camera Display
- o Cruise Control
- o Leather Wrapped Tilt/ Adjustable Steering Wheel with Radio Controls

Accessories:

o Remote Vehicle Start

PRICING FORM

ltem#	Description	Qty.	. Price
	Mfg. and Model quoted:		
	Must adequately meet features of 2013 Chevrolet	Avalanche	
1	1500 4WD as specified on pages 7-8 to be deemed	•	\$
	Bidders shall submit specification sheets for each	vehicle they	
	bid.		
Warran	ty Term and Coverage:		
			
			
Guarant	teed number of days for delivery after receipt of pu	rchase order:	
Price qu	oted shall be valid until:		
Numbe	r of years in business:		
Paymen	nt terms shall be % days. Offers of I	ess than 20 days will r	not be considered in bio
evaluati	ion. Blount County's normal payment terms of N	et 30 will be adopted	d if no other terms are
quoted	and accepted.		
Will vou	ır company accept payment via ACH deposit? ACH i	is an electronic depos	t into vour bank
-	from our bank account. Deposit would be made in:	•	
If yes, fo	orms can be submitted after a contract award is ma	deYES	_NO
Compar	ny Name:		
	S:		
71001000	<u> </u>		
Sales Co	ontact Person:		
	Address:		
	one Number: Fa		
Cell Nur	mber: Ot	ner:	
Compai	ny Official Authorized to Sign Contracts:		
Printed	Name:Tit	tle:	
Authori	zed Signature:)ate:

Title VI

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

Company Name:					
Address:					
Phone Number: ()	_ Fax Number: ()				
Authorized Signature	Date				
Business Ownership (Check One or More) D Disabled N Non-Minority (Minority Owned) Owned G Government F Female Owned (Minority Owned) E Race/Ethnic M Male Background (Minority Owned) (Minority Owned) P Non-Profit	Ownership Ethnicity (Check Only One) C Caucasian B Black/African American H Hispanic A Asian I American Indian or Alaskan Native N Native Hawaiian or other Pacific Islander				
Bid/Proposal No. (if applicable): 2013-2242 Bid/Proposal Title: SUV/Pickup for Blount County Fifth Judicial Drug Task Force Date of Bid/Proposal Deadline: July 22, 2013 at 1:30 p.m. local time					

The County of Blount complies with Title VI of the Civil Rights Acts of 1964, as codified in 42 U.S.C. 2000D, which states that:

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

The County of Blount does not discriminate on the basis of disability in the admission or access to, or treatment of employment in, its program or activities and is in compliance with ADA (American with Disabilities Act of 1990) 42 U.S.C. 12101.

Contact:

Vendor#

Form (Rev. December 2011)
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.

	Name (as shown on your income tax return)				
ige 2.	Business name/disregarded entity name, if different from above				
Print or type See Specific Instructions on page	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶				
C F	☐ Other (see instructions) ►				
cifi	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)			
, be		Blount County Purchasing Department			
e Q	City, state, and ZIP code	385 Court Street			
Š		Maryville, Tn. 37804-5906			
	List account number(s) here (optional)				
Par	t I Taxpayer Identification Number (TIN)				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line Social security number					
reside entitie	old backup withholding. For individuals, this is your social security number (SSN). However, for alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other some employer identification number (EIN). If you do not have a number, see <i>How to ge</i>				
	n page 3.	Employer identification number			
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		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 s

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.