



***Request for Bids  
Tompkins County***

***New and Unused Hybrid Passenger Vehicle(s)***

***Tompkins County Finance Department***

***Purchasing Division***

***Lisa M. Hall, Buyer***

***125 East Court Street***

***Old Jail Building, 2<sup>nd</sup> Floor***

***Ithaca, NY 14850***

**Tompkins County  
Notice to Bidders  
New and Unused  
Hybrid Passenger Vehicle(s)**

**Sealed bids** for New and Unused Hybrid Passenger Vehicle(s) will be accepted at the Tompkins County Finance Department, Purchasing Division, 125 East Court Street, Old Jail Building, 2<sup>nd</sup> Floor, Ithaca, NY 14850 prior to 11:30 a.m. prevailing time on October 2, 2014 at which time said bids will be publicly opened and read.

Specifications may be obtained on the following website: [www.tompkinscountyny.gov/purchase/current-bids](http://www.tompkinscountyny.gov/purchase/current-bids).

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

Lisa M. Hall  
Buyer  
[lhall@tompkins-co.org](mailto:lhall@tompkins-co.org)

**TOMPKINS COUNTY**  
GENERAL INSTRUCTIONS TO BIDDERS

**BID DISTRIBUTION – IMPORTANT NOTICE**

Tompkins County officially publishes Notice(s) to Bidders in The Ithaca Journal. Bidding documents are available online through the Tompkins County Purchasing Division website: [www.tompkinscountyny.gov/purchase](http://www.tompkinscountyny.gov/purchase). Should the bidding documents become available elsewhere, the location and directions for obtaining them will be stated in the Notice to Bidders.

**BID IDENTIFICATION**

1. Title: **New and Unused Hybrid Passenger Vehicle(s)**
2. Requesting Department: **Tompkins County Department of Social Services**
3. Bid Due Date/Time: **October 2, 2014, 11:30 a.m.**

**PURPOSE**

1. The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for New and Unused Hybrid Passenger Vehicle(s) as requested by the Tompkins County Department of Social Services as an immediate need, however, the bid is open for use by all County departments as well as others as indicated in the **“Extension of Bids”** section of these specifications.
2. Minority Business Enterprises (MBEs’) and Women Business Enterprises (WBEs’) are encouraged to respond.

**BIDDING DOCUMENTS**

1. Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
2. Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

**SUBMISSION of BIDS**

1. Bids and any other required documents must be submitted in a sealed envelope, clearly marked with the bidder’s name and address and the bid title and/or number.

2. Bids must be received no later than the date and time indicated in the Notice to Bidders and the Bid Identification section above. Bids must be received at the following address:

Lisa M. Hall  
Tompkins County Purchasing Division  
125 East Court Street  
Old Jail Building, 2<sup>nd</sup> Floor  
Ithaca, NY 14850

3. All bids received after the time stated in the Notice to Bidders, or the date and time stated in any formal addendum extending such, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or the handling of the mail by employees of Tompkins County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having their bid deposited on time at the place specified.
4. Tompkins County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

#### **TERM of BID**

1. The bid award shall be for as long as the current model year is in production. It is the responsibility of the vendor that receives the contract award to notify the Purchasing Division of the build-out date and the last possible date to place orders as soon as they become aware of them. Prices shall remain firm for the entire bid period.
2. At the end of the current contract period, the County reserves the right to request a renewal through the next model year production for up to two (2) additional model years.

#### **QUALIFICATION of BIDDER**

1. All bidders shall submit the Bidder Qualification Questionnaire, included as part of the bid specifications, as part of their bid.
2. All bidders shall submit the Vendor Responsibility Questionnaire, also included as part of the bid specifications, as part of their bid.
3. Tompkins County may make such investigations it deems necessary to determine the ability of the Bidder to provide the services and/or goods described within the specifications. The bidder shall furnish to the County all such information and data for this purpose as may be requested within five (5) days of such request.

#### **LIQUIDATED DAMAGES**

1. The delivery terms for each bid shall be stated in the detailed specifications. Or, the County may ask the bidder to indicate the number of calendar days after receipt of order delivery can be expected. By signing the bid form(s) the bidder agrees that they are able to meet the specified requirements.
2. A penalty fee of \$10.00 per business day for each day the item(s) ordered are not delivered to the proper County location may be assessed and deducted from the invoice once the item is received by the County.

## **DISQUALIFICATION**

1. The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:
  - (a) Failure to comply with any pre-qualification regulations of the County, if such regulations were cited, or otherwise included in the Bidding Documents as a requirement for bidding.
  - (b) Bidder's failure to pay, or satisfactorily settle, all bills dues for labor and materials on former contracts in force (with the Owner) at the time the County issues Bidding Documents to a prospective bidder.
  - (c) Bidder's default under previous contracts with the County.
  - (d) Bidder's unsatisfactory work on previous contracts with the County.
2. Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work if the bidder is not able to demonstrate the ability to fulfill the requirements of the bid in a manner agreed upon by the County and the Bidder.
3. Tompkins County reserves the right to reject any bid if the information 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.
4. Bids will be considered irregular and shall be subject to rejection for the following reasons:
  - (a) If the bid is on a form other than furnished within the specifications by Tompkins County.
  - (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
  - (c) If the bid is not accompanied by a bid security, if specified, by the County.

## **NON-COLLUSIVE BIDDING CERTIFICATE**

1. All bidders submitting bids under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (included in the specification package) must be submitted with each bid on the form provided by the County.

## **BID FORM**

1. The Bid Form is attached hereto;
2. Bids must be made on the Bid Form provided by the County and must be completed in ink or typed. Bids completed in ink must be legible and are open to interpretation by the County. The Bid Form must be signed by an authorized representative of the bidder.
3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature.
4. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature. The official address of the partnership must be shown below the signature.
5. All names must be printed or typed below the signature.
6. The address to which communications regarding the bid are to be directed must be included on the Bid Form.

## **EQUIVALENT GOODS**

1. Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of “equal or better” or “or equal”, the successful bidder agrees, that his own cost and expense to defend such a claim or claims and agrees to hold the County free and harmless from any and all claims for loss or damage arising out of the is transaction for any reason(s).

## **SPECIFICATION CLARIFICATION**

1. Clarification to the specifications must be submitted in writing, no later than seven (7) days prior to the bid due date to Lisa Hall, Buyer at [lhall@tom-pkins-co.org](mailto:lhall@tom-pkins-co.org).
2. All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person(s). Replies will be issued by Addenda and posted to the Tom-pkins County Purchasing website ([www.tom-pkinscountyny.gov/purchase](http://www.tom-pkinscountyny.gov/purchase)). Questions received less than seven (7) days prior to the date of submission of bids will not be answered. The County will be bound only by responses given by formal written Addenda.

## **BID EVALUATION**

1. Bids shall remain valid until:
  - (a) The execution of a contract by Tom-pkins County; or
  - (b) The issue of a purchase order by Tom-pkins County; or
  - (c) As otherwise rejected by Tom-pkins County.

2. Bids received will be evaluated by Tompkins County and will be based, as a minimum, upon the following criteria:
  - (a) Lowest total bid;
  - (b) Completeness of bid; and
  - (c) Bidder's demonstrated capabilities and professional qualifications.
3. The County reserves the right to purchase items pursuant to General Municipal Law 104 from New York State Contracts, other government contracts, or New York State Preferred Sources within its discretion.

#### **MODIFICATION and WITHDRAWAL of BIDS**

1. Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are submitted.
2. If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, the bidder may withdraw their bid.
3. Any attempt to withdraw a bid after an award is made shall not be allowed.

#### **NON-APPROPRIATION CLAUSE**

1. 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.
2. 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 cancellation of the contract.

#### **AWARD of BID**

1. After the award has been approved by the proper County authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Tompkins County and the apparent successful Bidder: the successful Bidder's bid, the original Request for Bid specifications and any written Addenda in response to inquiries of prospective bidders as set forth Specification Clarification section above.

2. The successful bidder to whom a contract or purchase order is let, granted, or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Tompkins County Purchasing Division. In the event the contractor shall, without written consent, assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Tompkins County of an attachment against the Successful Bidder, Tompkins County shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall be been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies thereto assigned under the contract or purchase order, except so much as may be required to pay its employees.

## **INDEMNIFICATION**

1. The successful bidder shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

## **FAILURE to PERFORM**

1. 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).

## **FINANCING of MATERIAL or EQUIPMENT PURCHASES**

1. 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.
2. The price offered shall include all delivery, installation (if applicable), finance, and any other charges that may be associated with said purchase or lease.
3. The County shall only deal with the contractor/vendor actually submitting the bid AND arrangements made between the bidder 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.
4. Furthermore, unless otherwise agreed upon, the County shall only make payments directly to the vendor awarded a contract and issued a purchase order or authorization to proceed.

## **CONTRACT RE-ASSIGNMENT**

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

## **REMEDY for BREACH**

1. In the event of a breach by Contractor, Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute contractor.

## **DELIVERY and PAYMENT**

1. All bid prices shall include delivery and shall be quoted F.O.B. destination.
2. All deliveries shall be made within ten (10) business days or vendor's receipt of purchase order unless otherwise specified in the Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.
3. Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and cannot accommodate tractor trailers. No additional compensation shall be paid to vendors for inside delivery at those locations. Under no circumstances shall County employees be required to unload and/or deliver inside, their own shipments.
4. Orders will be placed on an "as needed" basis by Tompkins County departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.
5. Prior to payment, the items furnished and/or work performed will be inspected by the Purchasing Division or their designee to determine their conformity to specification. Payments will not be made for items or work not meeting specification(s).
6. Tompkins County is not subject to Federal, State, or Local Taxes.

## **CASH DISCOUNT**

1. Cash discounts may be offered by a bidder for prompt payment of bills, however, such cash discounts will not be taken into consideration in determining the low bidder.
2. For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of goods, whichever is later.

## **EXTENSION of BIDS to all POLITICAL SUBDIVISIONS, NOT-FOR-PROFIT ORGANIZATIONS and AUTHORIZED DISTRICTS**

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

2. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
3. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
4. Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status.
5. The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entity and not by Tompkins County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Tompkins County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of the Tompkins County bid.

#### **WORKFORCE DIVERSITY and INCLUSION**

1. Tompkins County government is committed to creating a diverse and fully inclusive workplace that strengthens our organization and enhances our ability to adapt to change by developing and maintaining:
  - (a) An organization-wide understanding and acceptance of the purpose and reasons for diversity;
  - (b) Recruitment and retention policies that assure a diverse workforce;
  - (c) A workplace environment that is welcoming and supportive of all;
  - (d) Awareness, understanding and education regarding diversity issues;
  - (e) Zero tolerance for expressions of discrimination, bias, harassment, or negative stereotyping toward any person or group;
  - (f) A workforce ethic that embraces diversity and makes it the norm for all interactions, including delivery of services to the public.
2. Bidders are encouraged to include an outline of their diversity policy in their proposal response.

#### **LIVING WAGE**

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

2. 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 the 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.

## **CORPORATE COMPLIANCE**

1. **FEDERAL FUNDING COMPLIANCE:** The bidder 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 bidder under this contract, the bidder 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.
2. Further, Bidder 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.tompkinscountyny.gov/tccp](http://www.tompkinscountyny.gov/tccp) or a copy can be obtained from Tompkins County Administration, 125 East Court Street, Ithaca, NY 14850.

## **IRANIAN ENERGY SECTOR DIVESTMENT**

1. By submitting a response to this solicitation, the bidder hereby represents that said bidders is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said bidder has not:
  - (a) Provided goods or services of \$20 Million or more in the energy section or 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.
2. Any bidder 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.
3. 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 bidder and each person signing on behalf of any bidder 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)."
4. 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 bidder 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 bidder who cannot make the certification on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the bidder 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) Tompkins County has made a determination that the goods and services necessary for the County to perform its functions and that, absent such an exemption, Tompkins County would be unable to obtain the good or services for which the bid is offered. Such determination shall be made by the County in writing and shall be a public document.

### **SPECIAL CONDITIONS**

#### **Service:**

Prior to delivery, the equipment shall be completely serviced by the contractor in their shop. Servicing shall include New York State inspection and making sure all fluid and air pressure levels are at the factory recommended limit prior to delivery or pick-up.

#### **Guarantees by the Contractor:**

The standard warranty shall apply for twelve (12) months or 12,000 miles, whichever is greater. The manufacturer's normal extended warranty shall apply for twenty-four (24) months or 100,000 miles, whichever occurs first. A copy of the terms and conditions of the warranties shall be submitted with the bid.

#### **Manuals:**

Vendor must supply upon delivery, one (1) complete set of maintenance, repair and operations manuals per vehicle. Vendor shall supply one (1) owner's manual with each vehicle.

#### **Award:**

Award will be made to the lowest responsible bidder meeting all specifications with acceptable deviations (if applicable). Tompkins County reserves the right to reject any or all bids.

## MINIMUM SPECIFICATIONS

**Scope:** Provide new and unused current production year model gasoline-electric hybrid passenger vehicle(s) as described below:

**Note:** The following specifications describe a 4-door Gas-Electric Ford Fusion SE

Standard Features to include:

- 2.0 Liter Inline 4-Cylinder Atkinson Engine
- eCVT Transmission
- Front-Wheel Drive
- Power Assist Brakes; 4-Wheel Anti-Lock Braking System
- Lithium Ion Battery
- Compact Spare Tire and Wheel, or, Tire Mobility Kit
- Air Conditioning
- Driver and Passenger Airbags, Including Side Impact
- Electric Power-Assisted Steering
- Tilt Steering
- Power Windows
- Two (2) OEM Keys or Fobs (Per Vehicle)
- Electric Rear Window Defogger
- Variable Intermittent Front Windshield Wipers
- Daytime Running Lamps
- Front License Plate Bracket
- Premium Floor Mats (Front, Rear and Trunk)

**TOMPKINS COUNTY BID SHEET  
NEW AND UNUSED  
HYBRID PASSENGER VEHICLE(s)**

Bid pricing to furnish and deliver vehicles as specified.

Price/Each: \_\_\_\_\_ \$ \_\_\_\_\_  
(words) (figures)

Manufacturer/Model/Year: \_\_\_\_\_

Delivery after receipt of order: \_\_\_\_\_ days

Exterior Colors Available: \_\_\_\_\_  
(standard options) \_\_\_\_\_

Interior Colors Available: \_\_\_\_\_

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***Correspondence Address***

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

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***Remittance Address***

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

**ANTI-DISCRIMINATION CLAUSE**

During the performance of this agreement, **the Contractor** hereby agrees as follows:

- (a) The **Contractor** will not discriminate against any employee or applicant for employment because of age, creed, race, color, sex, sexual orientation, gender identity, national origin, marital status, disability, military status, arrest record, conviction record, and domestic violence victim status. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The **Contractor** will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with as written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (c) The **Contractor** will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's and local Tompkins County Laws against discrimination as the State Commission for Human Rights shall determine.
- (d) The **Contractor** will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
- (e) The **Contractor** will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**TOMPKINS COUNTY  
BIDDER QUALIFICATION FORM**

BID TITLE:           New and Unused Hybrid Passenger Vehicle(s)          

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

NAME & TITLE OF PERSON PROVIDING INFORMATION: \_\_\_\_\_

\_\_\_\_\_

How many years has this firm been actively engaged in the supply of Automobiles? \_\_\_\_\_

Please supply the name address of at least three municipalities you have supplied the requested product(s) to in the past three years.

Municipality Name	Contact Person	Email
_____	_____	_____
_____	_____	_____

Do you have the properly trained personnel to dedicate to fulfilling the requirements of this contract? \_\_\_\_\_

If required, do you have the ability to produce computer generated usage reports?           N/A          

Please provide any other information that you feel would be pertinent in helping Tompkins County to determine your qualifications to fulfill this contract: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**COUNTY OF TOMPKINS  
GENERAL CONDITIONS**

**AFFIDAVIT OF NON-COLLUSION**

NAME OF RESPONDER: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

I further attest that:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition with any other contractor, responder or potential bidder; and
2. Neither the price(s), nor the amount of this bid/proposal, have been disclosed to any other firm or person who is a responder or potential responder on this project, and will not be so disclosed prior to bid/proposal opening; and
3. No attempt has been made or will be made to solicit, cause or induce any company or person to refrain from responding to this RFB/RFP, or to submit a bid/proposal higher than the proposal of this company, or any intentionally high or non-competitive bid/proposal or other complementary proposal; and
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary proposal; and
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, 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 submitting 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 \_\_\_\_\_

## Tompkins County Vendor Responsibility Questionnaire

VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <span style="margin-left: 200px;"><input type="checkbox"/> SUB-CONTRACTOR</span>	
IDENTIFICATION NUMBER :	WEBSITE ADDRESS:
VENDOR'S LEGAL BUSINESS NAME:	D/B/A – DOING BUISNESS AS:  (if applicable)
ADDRESS OF PRIMARY PLACE OF BUSINESS:	ADDRESS OF PRIMARY PLACE OF BUSINESS IN <i>NEW YORK STATE</i> (if different):
TELEPHONE:	TELEPHONE:
FAX:	FAX:
AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:  NAME: TITLE: TELEPHONE: EMAIL:	
LIST ALL OF THE VENDOR'S PRINCIPLE OWNERS:	
NAME:	TITLE:
NAME:	TITLE:
A DETAILED EXPLANATION IS RQUIRED FOR EACH QUESTION ANSWERED WITH A "YES", AND MUST BE PROVIDED AS ANO ATTACHMENT TO THE COMPLETE QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. YOU MUST NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.	
1. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR	

D/B/A OTHER THAN THOSE LISTED ABOVE? List all other business name(s), Federal Employer Identification Number(s) or D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.

YES

NO

2. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:

a) An elected or appointed public official or officer?  YES  NO

*List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.*

b) An officer of any political party organization in Tompkins County, whether paid or unpaid?  YES  NO

*List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.*

3. WITHIN THE PAST FIVE (5) YEARS HAS THE VENDOR, ANY INDIVIDUAL(S) SERVING IN A MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNER(S), OFFICER(S), MAJOR STOCKHOLDER(S), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

a) 1. Been suspended or terminated by a local, state or federal authority in connection with a contract or contracting process;  
2. Been disqualified for cause as a bidder on any permit, license, concession franchise or lease;

3. Entered into an agreement to a voluntary exclusion from bidding/contracting;

4. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state, or federal government contract;

5. Been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or

6. Had a local, state, or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.  YES  NO

b) Been indicted, convicted, received a judgment against them or a grant of immunity for any business related conducting constituting a crime under local, state or federal including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?  YES  NO

c) Been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:

1. Federal, state or local health laws, rules or regulations.  YES  NO

4. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?

Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied".  YES  NO

5. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

a) File any returns or pay any applicable federal, state or city taxes?

*Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.*  YES  NO

b) File returns or pay New York State unemployment insurance?

*Indicate the year(s) the vendor failed to file/pay the insurance and the current status of the liability.*  YES  NO

c) Property Tax

**Indicate the year(s) the vendor failed to file.**    YES    NO

6. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR IT'S AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR IT'S AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending, or have been closed. If closed, provide the date closed.    YES    NO

7. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.    YES    NO

8. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:  
a) Defaulted or been terminated on, or had its surety called upon to complete any contract (public or private) awarded; **Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.**    YES    NO

**TOMPKINS COUNTY  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN#

**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting Tompkins County in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about submitting vendor's business and operations;
- Understands that Tompkins County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Tompkins County Purchasing Division of any material changes to the vendor's responses.

Name of Business:

Signature of Owner \_\_\_\_\_

Address:

Printed Name of Signatory \_\_\_\_\_

City, State, Zip

Title \_\_\_\_\_

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

TOMPKINS COUNTY  
FINANCE DEPARTMENT  
PURCHASING DIVISION  
125 EAST COURT STREET, OLD JAIL BUILDING  
2<sup>ND</sup> FLOOR  
ITHACA, NY 14850

**NON-BIDDER/PROPOSER RESPONSE**

PROPOSAL TITLE:       **New and Unused Hybrid Passenger Vehicle(s)**

The Tompkins County Finance Department, Purchasing Division, is interested in the reasons why bidders/proposers fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to Lisa Hall, Buyer, [lhall@tompkins-co.org](mailto:lhall@tompkins-co.org), or (607) 274-5505 (fax).

- Could not meet the Scope of Services.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- Project not suited to company.
- Quantities too small.
- Insufficient time allowed for preparation of bid/proposal.
- Other reasons; please state and define: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vendor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

**BID/PROPOSAL SIGN-OFF SHEET**

**BID/PROPOSAL TITLE: New and Unused Hybrid Passenger Vehicle(s)**

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. <b>Bid/Proposal</b> enclosed		
2. <b>Bid Bond</b> enclosed	N/A	N/A
3. <b>Non-Collusive Certificate</b> enclosed		
4. <b>Anti-Discrimination Clause</b> enclosed		
5. <b>Insurance Certificate</b> completed by insurance agent enclosed	N/A	N/A
6. <b>Insurance Binder</b> enclosed	N/A	N/A
7. <b>Wages, Awards, Bond Requirements</b> – agree to conditions	N/A	N/A
8. <b>Equal Opportunity Acknowledgement</b> enclosed	N/A	N/A
9. <b>Statement of Surety’s Intent</b> enclosed	N/A	N/A
10. <b>Site Visit Verification Form</b> enclosed	N/A	N/A
11. <b>Subcontractor and Supplier list(s)</b> enclosed	N/A	N/A
12. <b>Vendor Responsibility Form</b> enclosed		
13. <b>Prevailing Wage Receipt Form</b> enclosed	N/A	N/A
14. <b>Livable Wage Form</b> enclosed	N/A	N/A
15. <b>W-9 Taxpayer Identification and Certification</b> enclosed		
16. <b>Addenda (if issued) received</b>		
<b>List Addendum # and dates</b>		

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.
5. The respondent agrees to all terms and conditions as provided within the specifications.

\_\_\_\_\_  
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

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

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

## 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 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

### Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto: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](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

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

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

## Privacy Act Notice

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

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