

**PURCHASING
DEPARTMENT**



Dear Interested Vendor:

Thank you for your interest in doing business with the City of Clarksville.

Attached are a BIDDER/VENDOR APPLICATION and a COMMODITY CLASS CODES list to use in completing Section 4 of the application. Please complete and return the application at your earliest convenience. Within the application is a listing of Commodity Class Codes which you will need to provide in the appropriate space on the application. Also, please provide all information requested in the application to include the Title VI Information Sheet, the DVL form and the W-9 form.

The City's Purchasing Office cannot notify you of opportunities to submit quotes, bids or proposals unless we know the "items" that are of interest to you. Therefore, it is essential for you to complete the application and identify the specific items of interest to you.

Mail or fax the completed application to:

MAIL:

The City of Clarksville
Purchasing Office
1 Public Square, Suite 301
Clarksville, TN 37040

FAX:

931-553-2409

If you have any questions, please call the Purchasing Office at 931-553-2477.

Thank you.

THE CITY OF CLARKSVILLE PURCHASING OFFICE

BIDDER/VENDOR APPLICATION

PLEASE TYPE OR PRINT See Appendix 1 – Information and Instructions for details on completing this form.

MAIL OR FAX THIS APPLICATION TO: THE CITY OF CLARKSVILLE
PURCHASING OFFICE
1 PUBLIC SQUARE, SUITE 301
CLARKSVILLE, TN 37040
FAX: 931-553-2409

CHECK ONE: Initial application _____ Revision _____

1 BIDDER/VENDOR INFORMATION

(Address where purchase orders, correspondence, etc., is to be mailed)

BUSINESS NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____ E-MAIL: _____

REMITTANCE ADDRESS (if different) _____

CITY: _____ STATE: _____ ZIP: _____

2 TYPE OF BUSINESS

(Use the codes listed in Appendix I – Information and Instructions)

INDUSTRY CLASS _____ TYPE OF OWNERSHIP _____

NUMBER OF EMPLOYEES _____ GROSS ANNUAL SALES _____

DUNS NUMBER _____

List any other companies you own or have an interest in (interest is defined as ownership of 5% or more of the business). _____

3 COMMODITY/SERVICE CODES

(Please provide in this space the applicable three digit code numbers from the COMMODITY CLASS CODES list)

4 CONTACT INFORMATION

PERSON & TITLE	PHONE #	EMAIL
_____	_____	_____
_____	_____	_____
_____	_____	_____

5 ADDITIONAL ADDRESS INFORMATION

(Complete only if this address is different than the address in Section 1, above)

BUSINESS NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TYPE OF ADDRESS INFORMATION: _____

DECLARATION:

We are an equal opportunity employer and can comply with Title VI of the Civil Rights Act (fact sheet is attached). We understand that all applicable local, state or federal laws apply to all vendors doing business with the City of Clarksville. To my knowledge, no employee or officer of the City of Clarksville will profit either directly or indirectly from my doing business with the City.

SIGNATURE: _____ DATE: _____

APPENDIX I – INFORMATION AND INSTRUCTIONS

PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE VENDOR/BIDDER APPLICATION FORM.

Persons or firms desiring to provide goods or services, or receive automatic solicitation notices must complete and submit a Vendor/Bidder Application Form. The City of Clarksville reserves the right to verify data submitted prior to completing the registration process. Please note the Purchasing Department cannot guarantee that a vendor will be notified of every solicitation for bids or proposals for which it wishes to compete.

Section 1. Vendor/Bidder Information

Enter the correct name of business and the address where purchase orders, correspondence, etc. is to be sent. If the checks are to be sent to a different address, enter the remittance address.

Section 2. Type of Business

Industry Class – Enter only one of the following classification codes for business type.

INDUSTRY TYPE	CLASS CODE
Landscaping, Forestry, Lawn Service	1
Construction	2
Manufacturing	3
Wholesale Trade	4
Retail Trade	5
Service Industry	6

Type of Ownership – Enter the code(s) that most accurately reflects your organizations ownership type.

OWNERSHIP TYPE	OWNERSHIP CODE
African American Owned Business	100
Women Minority Owned Business	110
Female Owned Business	120
Native American Owned Business	130
Hispanic American Owned Business	140
Asian American Owned Business	150
Disabled Owned Business	160
All Others	900

Number of Employees – Enter the code that corresponds to your total number of full-time employees.

NUMBER OF EMPLOYEES	EMPLOYEE CODE
Fewer than 10 employees	200
10 to 19 employees	210
20 to 49 employees	220
50 to 99 employees	230
More than 100 employees	240

Gross Annual Sales – Enter the code that corresponds to your gross annual sales.

GROSS ANNUAL SALES	SALES CODE
\$500,000 or less	A
\$500,000 to \$1,000,000	B
\$1,000,000 to \$2,500,000	C
\$2,500,000 to \$3,000,000	D
\$ 3,000,000 to \$5,000,000	E
Over \$5,000,000	F

Section 4. Commodity/Service Codes

Please list the goods and services that your organization provides. A list of commodity codes are listed in Appendix II – Goods and Services Provided.

Section 5. Contact Information

Enter the names, titles and phone numbers of the individuals to contact for ordering and billing information.

Section 6. Additional Address Information

Use only if different than Section 1. Enter additional address and specify the type of information to be mailed to that address.

Signature

Application must be signed or it will be rejected and you will not appear on the City's vendor list.

CITY OF CLARKVILLE

**PURCHASING OFFICE
1 PUBLIC SQUARE, SUITE 300
CLARKSVILLE, TN 37040**

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Vendor:

The general rules and conditions which follow apply to all purchases and become a definite part of each formal invitation to bid, request for proposals, purchase order or other award issued by the City of Clarksville, unless otherwise specified. Bidders, or their authorized representative, are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids or proposals; failure to do so will be at the Bidder's own risk and he cannot secure relief on the plea of error.

Subject to state and local laws, and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the City of Clarksville will bind bidders to applicable conditions and requirements herein set forth, unless otherwise specified in the invitation to bid or request for proposals.

CONDITIONS OF BIDDING:

1. **Proposal Forms** – Bids/proposals (hereinafter referred to as bids) shall be submitted only on the forms provided by the City of Clarksville, unless otherwise specified. The Bidder shall submit two (2) copies signed and sealed, in the envelope provided by the City of Clarksville.
2. **Withdrawal of Bids** – A written request for the withdrawal of a bid or any part thereof, shall be granted if the request is received by the City of Clarksville prior to the specified time of opening. Bids submitted may not be amended or withdrawn after the specified time of bid opening.
3. **Late Bids** – Bids received after the specified time of bid opening, will not be accepted.
4. **Submittal of Bids** – Bids must be presented in the special mailing envelope, contained in all bid packages, supplied to all prospective bidders, unless otherwise specified. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other packaging being used.
5. **Completeness** – All information required by an invitation to bid or request for proposals

must be supplied to constitute a proper bid.

6. **Bids Binding 30 Days** – Unless specified otherwise, all formal bids submitted shall be binding for 30 calendar days following bid opening date, unless the bidder, upon request of the Purchasing Office, agrees to an extension.
7. **Conditional Bids** – Qualified bids are subject to reject in whole or in part.
8. **Payment Terms** – Payment discounts will not be a consideration for evaluating the bid.
9. **Bids For All or Part** – Unless otherwise specified by the City or by the bidder, the City reserves the right to make an award on all items, or on any of the items according to the best interests of the City. Bidder may restrict his bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the City. All prices are to include shipping.
10. **Errors in Bids** – When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes in bids must be initialed.
11. **Questions Regarding Specifications** – Requests for interpretation of specifications and drawings shall be made to the person listed on the bid request, unless otherwise noted.
12. **Response To Invitations** – In the event you cannot submit a bid on our requirements as set forth in the “Invitation to Bid” and specifications attached hereto, please return the Invitation to Bid forms with an explanation as to why you are unable to bid on these requirements. It is necessary, periodically, to delete from our bidders list the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.
13. **Taxes** – The City of Clarksville is tax exempt.
14. **Catalogs** – Each bidder shall submit in duplicate where necessary or when requested by the City, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes, etc. necessary to fully describe the material or work he proposes to furnish.
15. **Competency of Bidder** – No bid will be accepted from, or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Clarksville upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City of Clarksville, or had failed to perform faithfully any previous contract with the City of Clarksville. The bidder, if requested, must present within 48 hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.
16. **Business License** – You may be required to obtain a business license with the City of

Clarksville. If this is required you will have ten(10) business days upon notice of award to obtain and provide proof of a City of Clarksville business license. If you have any questions, please contact the Business Tax Office at 931-645- 7435.

BID DEPOSIT:

17. **Bid Bond, Certified or Cashier's Check** – When required, each bid shall be accompanied by one of the following: a bid bond signed by a surety company authorized to do business in the State of Tennessee, a Cashier's check, a Certified check or any other direct obligation drawn on a bank doing business in the United States of America; these shall be made payable to the City of Clarksville for an amount representing 5% of the total bid. When computing amount of bid for certified check purposes, do not deduct for trade-ins.

18. **Performance and Payment Bond** – A performance bond and payment bond issued by a surety company licensed to do business in the State of Tennessee and acceptable to the City of Clarksville may be required for a specified solicitation. The amount of the performance and payment bonds shall be stated as a percentage of the contract price but may not exceed one hundred percent (100%) of the total contract price. Personal checks are not acceptable in the place of performance bonds; however, bank cashier's checks are acceptable. An irrevocable letter of credit from a state or national bank or a state or federal savings and loan association having its principal office in Tennessee may be accepted instead of a performance bond, subject to approval of the terms and conditions of said irrevocable letter of credit.

Attorney's in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. In the event of failure of refusal to furnish the required performance bond, the successful bidder or bidders shall forfeit their bid deposit to the City of Clarksville as liquidated damages.

19. **Samples** – The samples submitted by bidders as stipulated in the bid specifications may be retained by the City until the bid has been awarded. At which time, all samples may be reclaimed by the bidder. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The cost of delivery and removal of samples shall be borne by the bidder.

20. **Specifications** - Any reference to manufacturer's name, trade name or catalogs in an invitation to bid or request for proposals is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states in his bid exactly what he proposes to furnish and forward with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid.

Trade Names – In bids offering an item identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

If no particular brand, model or make is specified and if no data are required to be submitted with the bid, the successful contractor after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

21. **Formal Specifications** – The bidder shall abide by and comply with the specifications and not attempt to take advantage of any obvious error or omission, but shall fully complete every part of the bid in accordance with the plans, specifications and general conditions. Whenever mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

If exceptions to the specifications are taken, this fact must be clearly stated on the cover page of the bid, and all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of exceptions to the specifications at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

AWARD:

22. **Award or Rejection of Bids** – The contract will be awarded to the lowest and best responsive and responsible bidder, complying with all the provisions of the invitation, provided the bid price is reasonable and it is to the interest of the City to accept it. The City reserves the right to reject any and all bids and to waive any irregularities in bids received whenever such rejection or waiver is in the interest of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.

In determining responsibility, the following other qualifications, in addition to price, will be considered by the Purchasing Agent:

- a. The ability, capacity and skill of the bidder to perform the service required.
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

- g. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- i. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City.
- j. Such other information as may be secured having a bearing on the decision to make the award.
- k. Consideration will be given to standardization, interchangeability and availability of parts.

In determining a bidder's responsiveness, the City shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

- 23. **Notice of Award** – A written or verbal notice of award will be given to the successful bidder.
- 24. **Tie Bids** – If two or more bidders submit identical bids and are equally qualified, selection shall be made at the discretion of the City based on past performance.
- 25. **Illegal Aliens** - Clarksville Ordinance 30-2006-07 provides as follows:

If any person who contracts to supply goods or services to the city or other city entities, or who submits a bid to contract to supply goods or services to the city or other city entities, is discovered to have knowingly utilized the services of illegal aliens in the performance of such a contract to supply goods or services to the city or other city entities, the purchasing agents shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the city or other city entities for a period of one (1) year from the date of discovery of the usage of illegal alien services in the performance of a contract to supply goods or services to the city or other city entities.

The foregoing provisions are a condition of the contract which is the subject of this solicitation for bids/proposals.

CONTRACT PROVISIONS:

- 26. **Availability of Funds** – A contract shall be deemed to be in effect only to the extent that there are appropriations available to each agency for the purchase of such articles. The City's extended obligation on those contracts, which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

27. **Contract Alterations** – No alterations or variations in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the Mayor or his authorized agent.
28. **Termination of Contracts** – Contracts will remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
29. **Subletting of Contracts** – It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract to any other person, firm or corporation, without the previous written consent of the Purchasing Agent, but in no case shall such consent relieve the contractor from his obligations or change the terms of the contract.
30. **Default** – In the event of default, the City may award the contract to the next lowest bidder, if such bidder is willing to enter the contract, or may cover in the open market, or may seek any other remedy, and may hold the defaulting contractor liable for all damages provided by law, including the cost of cover.
31. **Non-Liability** – The contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may in his discretion, cancel the contract.
32. **New Goods, Fresh Stock** - All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
33. **Non-Discrimination** – Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age or national origin, or handicap, or sex, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services, contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
34. **Guarantee** – Unless otherwise specified, the contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, or the guarantee period, whichever is longer, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design or installation, workmanship or materials, upon notification, the contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only a such time as will be designated by the City at least

detrimental to the operation of City business.

35. **Placing of Orders** – Orders against contracts will be placed with the contractor on a purchase order.
36. **Provision for Other Agencies** – Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid that he will make available to all City agencies and departments and joint City agencies, the bid prices he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid.

DELIVERY PROVISIONS:

37. **Responsibility for Materials Shipped** – The contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery

Upon failure to do so within ten (10) days after date of notification, the City may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.

38. **Inspections** – Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.
39. **Time of Delivery** – Deliveries shall be coordinated with the agency who orders the goods.
40. **Packing Slips or Delivery Tickets** – All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

The purchase order number
The ordering agency (City department)
The shipping address
The name of the article and stock number (supplier's)
The quantity ordered
The quantity shipped
The quantity back ordered
The name of the contractor

Bidders are cautioned, that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

41. **General Guaranty** – Contractor agrees to:
- a. Save the City, its agents and employees harmless from liability of any nature or kind for use of any copyrighted or uncopied composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.
 - b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors, for which he or his workmen is responsible.
 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and State of Tennessee and United States of America.
42. **Collusive Bidding** – The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, fraud or otherwise illegal action.
43. **Protest Procedure** - Any protest or objection to the Conditions and or Specifications in the Bid Documents or the Procurement Process will be submitted for resolution to the Purchasing Agent for the City of Clarksville. Each protest must be made in writing and supported by sufficient information to enable the protest to be considered. A protest or objection will not be considered by the City if it is insufficiently supported or if it is not received within the specified time limits. The City of Clarksville shall respond in detail to each substantive issue raised in protest.

A party wishing to protest must post a protest bond in the amount of \$500.00 at the time of filing a notice of protest with the City of Clarksville Purchasing Agent. Protest bonds must be in the form of a cashier's or certified check made payable to the City of Clarksville. If the Protest Review Board upholds the protest, the bond shall be returned to the filing party. If the protest is denied, the bond will be retained by the City of Clarksville to cover the costs associated with the protest.

If a pre-bid protest is not resolved to the protester's satisfaction, then the protest shall be referred to the Department Head who initiated the bid request for the City of Clarksville, or his designee for resolution. If the protest is still unresolved, the protest shall be referred to the Protest Review Board for resolution. The decision of the Protest Review Board shall be final. The Protest Review Board will consist of the Department Head initiating the bid, the Purchasing Agent for the City, and the City Attorney.

Protest arising after the opening of proposals and prior to award (pre-award) of the contract and based upon grounds that were known or should have been known will be submitted to the Purchasing Agent for the City within three (3) working days after notification of the

apparent low responsive and responsible proposer. The Purchasing Agent will present the protest to the Protest Review Board for a decision and the decision of the Protest Review Board will be final.

The decision of the Protest Review Board shall be final for all pre-bid and pre-award protests and no further appeals will be considered by the City.

Protests after the award of a contract (post-award) must be filed with the Purchasing Agent within three (3) working days of the award of the contract. The protest will be brought before the Protest Review Board for resolution. The decision by the Protest Review Board will be final and no further appeals will be considered by the City.

In all protests, pre-bid, pre-award, and post-award, requests for reconsideration of final decisions will only be granted in the event that new data become available which was not previously known or there has been an error of law or regulation.

I have read the above and agree to the General Conditions and Instructions to Bidders as set forth by the City of Clarksville. By signing below, I am identifying myself as an authorized party for the company. I also understand that all information becomes public record pursuant to state law.

NAME: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

COMMODITY CODES

005	Abrasives	110	Belts & Belting: Conveyor, Elevator, Power Transmission & V-Belts
010	Acoustical Tile, Insulating Materials & Supplies	115	Biochemicals, Research
015	Addressing, Copying, Mimeograph & Spirit Duplicating Machine Supplies: Chemicals, Inks, Paper, Etc.	120	Boats, Motors & Marine & Wildlife Supplies
025	Air Compressors & Accessories	125	Bookbinding Supplies
031	Air Conditioning, Heating & Ventilating: Equipment, Parts & Accessories (See Related Items in Class 740)	135	Brick & Other Clay Products, Refractory Materials & Stone Products
035	Aircraft & Airport Equipment, Parts & Supplies	140	Broom, Brush & Mop Manufacturing Machinery & Supplies
037	Amusement, Decorations, Entertainment, Toys, etc.	145	Brushes (Not Otherwise Classified)
040	Animals, Birds, Marine Life & Including Accessory Items (Live)	150	Builder's Supplies
045	Appliances & Equipment, Household Type	155	Buildings & Structures: Fabricated & Prefabricated
050	Art Equipment & Supplies	175	Chemical Laboratory Equipment & Supplies
052	Art Objects	190	Chemicals & Solvents, Commercial (In Bulk)
055	Automotive Accessories for Automobiles, Buses, Trucks, etc.	192	Cleaning Compositions, Detergents, Solvents & Strippers (Prepackaged)
060	Automotive Maintenance Items & Repair Replacement Parts	193	Clinical Laboratory Reagents & Tests (Blood Grouping, Diagnostic, Drug Monitoring, etc.)
065	Automotive Bodies, Accessories & Parts	195	Clocks, Timers, Watches & Jewelers' and Watchmakers' Tools & Equipment
071	Automobiles, School Buses, SUV's & Vans (Including Diesel, Gasoline, Electric, Hybrid & All Other Types of Fuel)	200	Clothing, Apparel, Uniforms & Accessories
072	Trucks (Including Diesel, Gasoline, Electric, Hybrid & Alternative Fuel Units)	201	Clothing Accessories (See Class 800 for Shoes & Boots)
073	Trailers	204	Computer Hardware & Peripherals for Microcomputers
075	Automotive Shop Equipment & Supplies	206	Computer Hardware & Peripherals for Mini & Mainframe Computers
080	Badges, Emblems, Nametags & Plates, Jewelry, etc.	207	Computer Accessories & Supplies
085	Bags, Bagging, Ties & Erosion Control Equipment	208	Computer Software for Microcomputers (Preprogrammed)
100	Barrels, Drums, Kegs & Containers	209	Computer Software for Mini & Mainframe Computers (Preprogrammed)
105	Bearings (Except Wheel Bearings & Seals, See Class 060)		

210	Concrete & Metal Culverts, Pilings, Septic Tanks, Accessories & Supplies	325	Feed, Bedding, Vitamins & Supplements for Animals
220	Controlling, Indicating, Measuring, Monitoring & Recording Instruments & Supplies	330	Fencing
225	Coolers, Drinking Water (Water Fountains)	335	Fertilizers & Soil Conditioners
232	Crafts, General	340	Fire Protection Equipment & Supplies
233	Crafts, Specialized	345	First Aid & Safety Equipment & Supplies (Except Nuclear & Welding)
240	Cutlery, Dishes, Flatware, Glassware, Trays, Utensils & Supplies	350	Flags, Flag Poles, Banners & Accessories
250	Data Processing Cards & Paper	360	Floor Covering, Floor Covering Installation & Removal Equipment & Supplies
255	Decals & Stamps	365	Floor Maintenance Machines, Parts & Acces.
257	Defense System & Homeland Security Equipment, Weapons & Accessories	375	Foods: Bakery Products (Fresh)
265	Draperies, Curtains & Upholstery Material (Including Automobile)	380	Foods: Dairy Products (Fresh)
269	Drugs & Pharmaceuticals	385	Foods: Frozen
280	Electrical Cables & Wires (Not Electronic)	390	Foods: Perishable
285	Electrical Equipment & Supplies (Except Cable & Wire)	393	Foods: Staple Grocery & Grocer's Miscellaneous Items
287	Electronic Components, Replacement Parts & Accessories & Miscellaneous Electronic Equipment (Not for Testing or Analyzing, See 730)	395	Forms, Continuous: Computer Paper, Form Labels, Snap-out Forms & Folders for Forms
290	Energy Collecting Equipment & Accessories: Solar & Wind	400	Foundry Castings, Equipment & Supplies
295	Elevators & Escalators, Building Type	405	Fuel, Oil, Grease & Lubricants
305	Engineering Equipment, Surveying Equipment, Drawing Instruments & Supplies	415	Furniture: Laboratory
310	Envelopes, Plain	420	Furniture: Cafeteria, Chapel, Dormitory, Household, Library, Lounge, School
312	Environmental Protective Equipment	425	Furniture: Office
315	Epoxy Based Formulations for Adhesives, Coatings & Related Agents	430	Gases, Containers & Equipment: Laboratory, Medical & Welding
318	Fare Collection Equipment & Supplies	435	Germicides, Cleaners & Related Sanitation Product for Healthcare Personnel
320	Fasteners: Bolts, Nuts, Pins, Rivets, Screws, Etc. (Including Packaging, Strapping & Tying Equipment & Supplies)	440	Glass & Glazing Supplies
		445	Hand Tools (Powered & Non-Powered), Accessories & Supplies
		450	Hardware & Related Items

460	Hose, Accessories & Supplies: Industrial, Commercial & Garden	630	Paint, Protective Coating, Varnish, Wallpaper & Related Products
485	Janitorial Supplies, General Line	635	Painting Equipment & Accessories
490	Laboratory Equipment & Accessories (For General Analytical & Research Use): Nuclear, Optical & Physical	640	Paper & Plastic Products, Disposable
493	Laboratory Equipment & Accessories: Biochemistry, Chemistry, Environmental Science, etc.	645	Paper (For Office & Print Shop Use)
495	Laboratory & Field Equipment & Supplies: Biology, Botany, Geology, Microbiology, Zoology, etc.	650	Park, Playground, Recreational Area & Swimming Pool Equipment
515	Lawn Maintenance Equipment, Accessories & Parts (Non-Agricultural Applications)	652	Personal Hygiene & Grooming Equipment & Supplies
520	Leather & Related Equipment, Products, Accessories & Supplies	655	Photographic Equipment & Supplies (Not Including Graphic Arts, Microfilm or X-Ray)
530	Luggage, Brief Cases, Purses & Related Items	658	Pipe & Tubing
540	Lumber & Related Products	659	Pipe & Tubing Fittings
545	Machinery & Hardware, Industrial	665	Plastics, Resins, Fiberglass: Construction, Forming, Laminating & Molding Equipment, Accessories & Supplies
550	Markers, Plaques & Traffic Control Devices	670	Plumbing Equipment, Fixtures & Supplies
555	Marking & Stenciling Devices	675	Poisons: Agricultural & Industrial
556	Mass Transportation, Transit Bus	680	Police Equipment & Supplies
557	Mass Transportation, Transit Bus Accessories & Parts	690	Power Generation Equipment, Accessories & Supplies
560	Material Handling & Storage Equipment & Allied Items	691	Power Transmission Equipment: Electrical, Mechanical, Air & Hydraulic
570	Metals: Bars, Plates, Rods, Sheets, Strips, Structural Shapes, Tubing & Fabricated Items	715	Publications & Audio Visual Material (Prepared Materials Only, Not Equipment, Supplies or Production)
575	Microfiche & Microfilm Equipment, Accessories & Supplies	720	Pumping Equipment & Accessories
578	Miscellaneous Products	725	Radio Communication, Telephone & Telecommunication Equipment, Accessories & Supplies
590	Notions & Related Sewing Accessories & Supplies	726	Radio Communication Equipment, Accessories & Supplies
600	Office Machines, Equipment & Accessories	730	Radio Communication & Telecommunication Testing, Measuring & Analyzing Equipment, Accessories & Supplies
610	Office Supplies: Carbon Paper & Ribbons, All Types	735	Rags, Shop Towels & Wiping Cloths
615	Office Supplies, General		
620	Office Supplies: Erasers, Inks, Leads, Pens, Pencils etc		

740	Refrigeration Equipment & Accessories	840	Television Equipment & Accessories
745	Road & Highway Building Materials (Asphaltic)	845	Testing Apparatus & Instruments (Not for Electrical or Electronic Measurements)
750	Road & Highway Building Materials (Non-Asphaltic)	850	Textiles, Fibers, Household Linens & Piece Goods
755	Road & Highway Equipment & Parts: Asphalt & Concrete Handling & Processing	855	Theatrical Equipment & Supplies
760	Road & Highway Equipment: Earth Handling, Grading, Mowing, Packing, etc.	860	Tickets, Coupon Books, Sales Books, Strip Books, etc.
765	Road & Highway Equipment (Except Asphalt, Concrete & Earth Handling Equipment in Classes 755 & 760)	863	Tires & Tubes
770	Roofing	865	Twine
775	Salt (Sodium Chloride) (See Class 393 for Table Salt)	870	Venetian Blinds, Awnings & Shades
780	Scales & Weighing Apparatus (See Class 175 for Laboratory Balances)	883	Voice Response Systems
790	Seed, Sod, Soil & Inoculants	885	Water & Wastewater Treating Chemicals
800	Shoes & Boots	890	Water Supply, Groundwater, Sewage Treatment & Related Equipment (Not for Air Conditioning, Steam Boiler or Laboratory Reagent Water)
801	Signs, Sign Materials, Sign Marking Equipment & Related Supplies	895	Welding Equipment & Supplies
803	Sound Systems, Components & Accessories: Group Intercom Music, Public Address, etc.	905	Aircraft Operations Services
805	Sporting Goods, Athletic Equipment & Athletic Facility Equipment	906	Architectural Services, Professional
810	Spraying Equipment (Except Household, Nursery Plant & Paint)	907	Architectural & Engineering Services, Non Professional
815	Steam & Hot Water Fittings, Accessories & Supplies	908	Bookbinding, Rebinding & Repairing
820	Steam & Hot Water Boilers & Steam Heating Equipment	909	Building Construction Services, New
825	Stockman Equipment & Supplies	910	Building Maintenance & Repair Services
830	Tanks (Metal, Wood & Synthetic Materials): Mobile, Portable, Stationary & Underground Types	912	Construction Services, General
832	Tape (Not Data Processing, Measuring, Optical, Sewing, Sound or Video)	913	Construction Services, Heavy
838	Telecommunication Equipment, Accessories & Supplies	914	Construction Services Trade (New Construction)
839	Telephone Equipment, Accessories & Supplies	915	Communications & Media Related Services
		918	Consulting Services
		920	Data Processing Services & Software
		924	Educational Services

925	Engineering Services, Professional	964	Personnel, Temporary (Employment Agency)
926	Environmental & Ecological Services	965	Printing Preparation: Etching, Photoengraving, Preparation of Mats, Negatives & Plates
928	Equipment Maintenance, Reconditioning & Repair Services: Automobiles, Trucks, Trailers, Transit Buses & Other Vehicles	966	Printing & Related Services
929	Equipment Maintenance, Reconditioning & Repair Services: Agricultural, Heavy Industrial Equipment & Marine Equipment	967	Production & Manufacturing Services
931	Equipment Maintenance, Reconditioning & Repair Services: Appliance, Athletic, Cafeteria Furniture, Musical Instruments & Sewing Equipment	968	Public Works & Related Services
934	Equipment Maintenance, Reconditioning & Repair Services: Laundry, Lawn, Painting, Plumbing & Spraying Equipment	971	Real Property, Rental or Lease
936	Equipment Maintenance, Reconditioning & Repair Services: General Equipment	975	Rental or Lease Services of Equip.: Agricultural, Aircraft, Vehicle, Heavy Equip. & Marine Equip
938	Equipment Maintenance, Reconditioning & Repair Services: Hospital, Laboratory & Testing Equipment	977	Rental or Lease Services of Equip.: Appliances, Cafeteria, Film, Furniture, Hardware, Musical, Sewing, Window & Floor Coverings
939	Equipment Maintenance, Reconditioning & Repair Services: Office, Photographic, Radio & Television Equipment	979	Rental or Lease Services of Equip.: Engineering, Hospital, Laboratory, Precision Instruments, Refrigeration, Scales & Testing Equipment
941	Equipment Maintenance, Reconditioning, Repair & Related Services: Power Generation	981	Rental or Lease of Equipment: General Equip.
946	Financial Services	983	Rental or Lease Services of Equip.: Janitorial Laundry, Lawn, Painting, Spraying & Textile Equipment
947	Forestry Services	984	Rental or Lease Services of Equip.: Computers, Data Processing & Word Processing Equipment
948	Health Related Services (For Human Services, See Class 952)	985	Rental or Lease Services of Equipment: Office, Photographic, Printing, Radio, Television & Telephone Equipment
952	Human Services	988	Roadside, Grounds, Recreational & Park Area Services
953	Insurance, All Types	989	Sampling & Sample Preparation Services (For Testing)
956	Library Services (See Class 908 for Bookbinding, Rebinding & Repairing)	990	Security, Fire, Safety & Emergency Services
958	Management Services	992	Testing & Calibration Services
959	Marine Construction Services, Marine Equipment Maintenance & Repair, Related Marine Services	998	Sale of Surplus & Obsolete Items
961	Miscellaneous Professional Services		
962	Miscellaneous Services		

Memorandum

October 7, 2011

To: All City of Clarksville Vendors
From: Ron McClurg, Title VI Coordinator
Re: Title VI Self-Assessment

Following this memo, you will find the City of Clarksville's Title VI Self-Assessment Survey form and a packet of information about Title VI of the Civil Rights Act. All bidders are required to complete and return the survey form as part of the bidder/vendor application.

The Title VI of the Civil Rights Act is the Federal law that prohibits discrimination based upon race, color, or national origin in programs that receive federal assistance. Tennessee Code Annotated, Section 4-21-901, requires that state agencies that distribute funds to local governments collect such information as appears on the survey to assist them in monitoring compliance with law.

If you have questions regarding the information requested, please feel free to contact me for assistance. You may call me at 931-221-0741 or email me at rmcclurg@cityofclarksville.com.

The information you provide is not reviewed nor used in the bidding or the contract awarding process. It merely assists us in our efforts to ensure that invitations to bid are presented to a diverse representation of product and service providers.

Thank you for your cooperation.

Title VI Self Assessment Survey

Date: _____

Business/Organization Name: _____

Address: _____

City, State, Zip: _____

Chief Administration Officer: _____

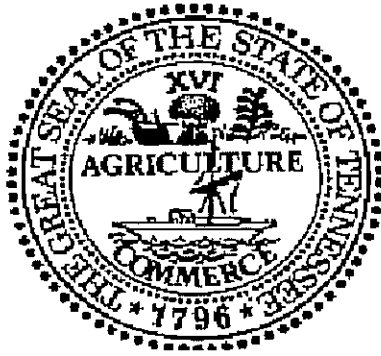
Title: _____

Name of Company's Person Responsible for Title VI: _____

The following information is collected to ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964 as amended, and will be used in accordance with Federal law. Submission of this data is voluntary, however, this form must be completed and returned to the City of Clarksville so your organization's compliance efforts can be reviewed.

1. What percent of your community population is considered racial minority? _____% (Check with your county planning commission, or www.census.gov, or local housing authority for info)
2. If your company has a governing board of directors, what percent is:
Minority _____ % Female _____ %
3. If no board of directors, how would you describe the principal share holders?
_____ # of owners # _____ of minority # _____ veterans
_____ # female # _____ disabled veterans
4. Do you have a written non-discrimination policy? _____ yes _____ no
5. Do you advise your employees of your non-discrimination policies? _____ yes _____ no

If you have questions about this form or the information requested, please contact Ron McClurg, Title VI Coordinator, 931-221-0741 or ron.mcclurg@cityofclarksville.com for assistance.



“Simple justice requires that public funds to which all taxpayers of all races contribute not be spent in any fashion which encourages, entrenches, subsidizes or results in racial discrimination.”

President John Kennedy, 1963

FACT SHEET

Tennessee Human Rights Commission -- 530 Church St. - Suite 400 -- Nashville, TN 37243 - (615) 741-5825

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

THE TENNESSEE HUMAN RIGHTS COMMISSION

The Tennessee Human Rights Commission is the lead coordinating state agency for the monitoring and enforcement of Title VI of the 1964 Civil Rights. This office provides:

- Technical assistance to public and private agencies, and citizens
- Educational outreach and training
- Complaint investigation and resolution
- Information resources
- Guidance and review of Title VI implementation plans
- Monitoring of agencies' compliance and enforcement of Title VI
- Advocacy for all citizens.

This state agency is also charged with the responsibility of ensuring fair and equal treatment in employment, housing, and public accommodations for all Tennesseans without regard to race, color, religion, sex, age, handicap, or national origin.

WHAT IS TITLE VI? - "Nondiscrimination in Federally Assisted Programs"

“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.” *42 U.S.C § 2000d*

WHAT IS COVERED BY TITLE VI?

- Veterans Administration educational benefits
- employee or student recruitment
- social services
- construction
- transportation
- the distribution of benefits and services,
- tax benefits enjoyed by private agencies, fraternal and non-profit organizations (i.e. 501 c3), as well as,
- education institutions
- hiring
- equipment and building loans,
- health care (i.e. Medicare, Medicaid, TennCare)
- parks and recreation
- housing,
- contracting,
- the location of facilities,
- community development block grants
- welfare services
- law enforcement and environmental issues
- program effects on people in applicable communities

* This is not an inclusive list

WHAT IS FEDERAL FINANCIAL ASSISTANCE?

- Federal financial assistance means more than just money. It is also aid that enhances the ability to improve or expand allocation of a recipient's own resources. Examples
- Student aid (releases recipient's funds for other uses) or
- Training of employees (permits better use of the employer)
- Grants and Loans, tax-exempt bonds
- Property
- Loan of Personnel
- Tax incentives and tax-exempt status
- Technical assistance, etc.
- Title VI applies to discrimination throughout an agency, not just to actions involving the federally assisted program. Therefore, if an agency receives any federal financial assistance for any program or activity - the entire agency is required to comply with Title VI, not just that particular program.
- Note: 1987 Civil Rights Restoration Act restored the broad coverage of "program or activity"

HOW DOES TITLE VI APPLY TO PUBLIC POLICY?

Title VI is a mechanism that directs the federal financial assistance which drives or promotes economic development. By legislative mandate, Title VI examines the following public policy issues :

- Provision of Services
- Infrastructure development
- Accountability in public funds expenditures
- Economic Empowerment
- Environmental Justice
- Public-Private Partnerships financed in part or whole with public funds
- Program service delivery
- Disparate impact
- Minority participation in decision-making
- Site and Location of Facilities
- Accessibility for all persons
- Comprehensive Method of Administration to ensure enforcement and compliance at the state and local level

WHO MUST COMPLY? I.E. WHO MAY BE FOUND IN VIOLATION?

Recipients and other parties that substantially affect program outcomes

- State and Local Government: Agency distributing federal assistance or entity distributing federal assistance to the state or local government entity.
- Higher education: college, university, or other post-secondary institution
- Local education agency or system of vocational education, or other school system
- An entire corporation, partnership, or other private organization, or an entire sole proprietorship
- Private organization in education, housing, health care, etc. (the entire organization)
- The entire plant or private corporation or other organization which is a geographically separate facility to which federal financial assistance is extended.

WHAT TITLE VI DOES

- Prohibits entities from denying an individual any service, financial aid, or other benefit.
- Prohibits entities from providing services or benefits to some individuals that are different or inferior (either in quantity or quality) to those provided to others.
- Prohibits segregation or separate treatment in any manner related to receiving program services or benefits.
- Prohibits entities from requiring different standards or conditions as prerequisites for serving individuals.
- Encourages the participation of minorities as members of planning or advisory bodies for programs receiving federal funds.
- Prohibits discriminatory activity in a facility built in whole or part with Federal funds.
- Requires information and services to be provided in languages other than English when significant numbers of beneficiaries are of limited English speaking ability.
- Requires entities to notify the eligible population about applicable programs.
- Prohibits locating facilities in any way that would limit or impede access to a federally funded service or benefit.
- Requires assurance of nondiscrimination in purchasing of services.

WHAT TITLE VI DOES NOT DO

- Does not apply to Federal assistance provided through insurance or guaranty contracts, (e.g. FHA loan insurance),
- Does not apply to employment, except where employment practices result in discrimination against program beneficiaries or where the purpose of the Federal assistance is to provide employment.
- Does not provide relief for discrimination based on age, sex, geographical locale or wealth.
- Does not apply to direct benefit programs such as Social Security.
- Only apply to contracts and set-aside programs

HOW TO FILE A COMPLAINT WITH HRC

Title VI complaint involving recipients and beneficiaries may be filed with the Human Rights Commission (HRC) by an individual, a class, or by a third party, within 180 days from the date of the alleged discriminatory act. Include the following information:

- Your name, address, and telephone number.
- Name and Address of the institution or agency you believe discriminated against you
- How, why and when you believe you were discriminated against
- And any other relevant information

Send the complaint to the HRC - office on front of this sheet.

INFORMATION

For additional information, please contact THRC's Title VI Coordinators: Kimberly Bandy, Cynthia Howard, Leon King and Lila Stafford

Tennessee Human Rights Commission
Authorization No. 316127 (5-97), 5000 copies. This
public document was promulgated at a cost of \$.04
per copy.

City of Clarksville
DVL
Departmental Vendor List

Business Name _____

Individual Contact _____

Street Address _____

Mailing Address _____

Phone Number _____

Fax Number _____

E-mail Address _____

Federal ID _____

- Corporation (Non-Medical)
- Non-Corporation Entity (Partnership)
- Not-for-Profit Organization
- Medical Corporation
- Government Agency
- Individual
- Sole Proprietor

Type of Service _____

or Product _____

Company Provide _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<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 the "Name" line 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									
				-			-		

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 Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

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

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “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/disregarded entity name" line.

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/disregarded entity 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 following chart 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 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.