



**BRISTOL TENNESSEE CITY SCHOOLS  
Invitation to Bid**

**BTCS Bid #24-2271  
Drivers Education Simulators**

Date Advertised: April 13, 2024

Opening Date: May 2, 2024, at 2:00 PM Prevailing Local Time

Include the bid reference number on the bid envelope.

Submit Bids to:

Tara E. Musick, Chief Financial Officer  
Bristol Tennessee City Schools  
615 Martin Luther King Jr. Blvd.  
Bristol, TN 37620

# Bristol Tennessee City Schools

## Invitation to Bid

Bid Reference No. 24-2271

### TABLE OF CONTENTS

	<u>Enclosed</u>
I. Instructions to Bidders	X
II. General Conditions	X
III. Special Conditions – Federal Contracting Requirements	
IV. Description of Requirements and Specifications	X
V. Bid Pricing Sheet	X
VI. Required Certification Forms:	
Non-collusion Affidavit	
Iran Divestment Act Certification of Non-inclusion	X
Non-Boycott of Israel Certification	X
Debarment and Suspension Certification	
Compliance with Tennessee Public Chapter #587 Certification	X
Drug-Free Affidavit of Prime Bidder	X
Certificate of Compliance	X
Certification Regarding Lobbying	
VII. Insurance Checklist	
VIII. W-9 Form	X

**Bristol Tennessee City Schools**  
Invitation to Bid

INSTRUCTION TO BIDDERS

1. Each bid must be signed by the respondent with his/her original signature on the Bid Pricing Sheet for consideration. Bids by a Partnership must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by Corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person authorized to legally bind the corporation.
2. Bids must be received prior to the specified time of closing as designated in the invitation. Bids received late will be returned unopened to the bidder.
3. Envelopes must be sealed when submitted and must be properly noted with the bid reference number and the description of the bid item. Separate bids must be submitted for each reference number. The District will not be held responsible for the premature opening of unmarked envelopes if sent through regular mailing system. Facsimile transmissions of bid documents will not be accepted.
4. If questions are mailed, do not place the bid number on the outside of the envelope containing questions. The District may identify such an envelope as a sealed bid and may not open it until the official bid due date. Bidders must clearly understand that the only official answer or position will be the one stated in writing.
5. Bids containing erasures or corrections thereon will be rejected unless said erasures or corrections are noted over the initials or signature of the bidder.
6. Bids may be submitted on any one item or any group of items unless otherwise stated herein. The unit price must be shown for each item or group of items as requested.
7. References in the *Description of Requirements and Specifications* describing the material, supplies, or services required of a particular trade name, catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work described. They should not be construed as excluding offers on other type of materials and supplies or of performing the work in a manner other than specified. However, the bidders attention is called to Paragraph 6 of the *General Conditions* which must be strictly adhered to.
8. All bids shall remain valid for a period of ninety (90) days after bid opening unless a longer period is otherwise stated herein.
9. Bids are to be mailed to or delivered to Tara E. Musick, Chief Financial Officer; Bristol Tennessee City Schools; 615 Martin Luther King Jr. Blvd.; Bristol, TN 37620. **One original** and **one copy** of each bid must be submitted for review, unless otherwise stated.
10. The District is tax-exempt and sales taxes are not to be included on the bid. Any bid including sales taxes will be adjusted at the time of the bid opening. The District's sales tax exemption will be provided to the successful bidder.
11. Prospective bidders are solely responsible for their own expenses in bid preparation and subsequent negotiations with the District, if any.
12. In the event the bidder fails to honor bid, they will be declared non-responsible and removed from future bid opportunities. If bidder is submitting equipment from current inventory, the bid must be valid for a period of ninety (90) days after bid opening and cannot be subject to prior sale provisions.

INSTRUCTIONS TO BIDDERS (CONTINUED)

Page 2

13. In accordance with T.C.A. 62-6-119 all contractor license information, including electrical, plumbing, and HVAC must be listed on the outside of the bid envelope for projects of \$25,000 or more. All masonry contractor information must be included for masonry portions of a project exceeding \$100,000. In order to comply, list the **name of the project, contract number, name, address, and contractor's license number of the bidder, expiration date of the Contractor's license, the classification applying to this bid, and date and time of opening.**

All contractor information must be included for any of the above types of contractors. If this information is not listed, the bid will be deemed non-responsive.

14. If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known bidders. If necessary, a new due date will be established.

– End of Section –

# Bristol Tennessee City Schools

## Invitation to Bid

### GENERAL CONDITIONS

1. Bristol Tennessee City Schools reserves the right to reject any and all bids or parts thereof, and unless otherwise specified by the bidder, to accept any item in the bid. In case of error in extending the total amount of the bid cost, the unit price will govern. Bid pricing should be stated in both words and numbers. In the case of a discrepancy, the price in words will govern. The District also reserves the right to waive informalities on all or any part of any bid as deemed to be in the best interests of the District.
2. Invoices are processed for payment not less than twice a month. It shall be understood that the cash discount period will be extended to the date that invoices are paid. Payment will commence or be made in full after delivery and/or completion of the project and acceptance of equipment. All documents, invoice, title, and exception certificate shall be presented to the Business Office; Bristol Tennessee City Schools; 615 Martin Luther King Jr. Blvd.; Bristol, TN 37620.
3. In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
4. All prices quoted shall be United States currency. Prices shall be stated in units of quantities specified.
5. Prices quoted, unless otherwise stated by bidder, will be considered as being based on delivery to destination as designated and to include any charges for packing, crating, containers, etc., and being in strict accordance with specifications as shown.
6. Whenever a reference is made in the specifications or in describing the materials, supplies or services required, or a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the bid by the respondent.
7. It is the intent of these specifications to secure and to ensure the delivery of the specified unit(s) complete and ready to withstand the service and continuous use encountered by the District in the course of the work for which the unit(s) is/are intended. Omission of any essential detail from these specifications does not relieve the supplier from furnishing such unit.
8. The bidder, by executing a contract or bid proposal on the terms of the invitation to bid, warrants the product that is supplied to the buyer shall remain fully in accordance with the specifications and to be of the highest quality. All bids must be for new equipment. This provision excludes surplus, used or demonstrator products unless so stated in the specifications.
9. In the event the product as supplied to the buyer is found to be defective or does not conform to the specifications, the buyer reserves the right to cancel the order upon written notice to the supplier and return such product to the supplier at the supplier's expenses.
10. All parts not specifically mentioned herein, but which are necessary in order to furnish complete materials and installation shall be supplied by the bidder. Each product furnished to the District shall conform to the best known practices for the most recent unit.
11. If a bidder has any exceptions to these specifications, such exceptions must be stated in writing and describe in detail what is proposed to be furnished in lieu of the specified requirements. When the detailed specifications require specific brand names, model numbers, dimensions, or capacities of components, it is because they have been carefully

selected and specified for the intended service due to their reliability and/or availability of replacement parts on a local basis.

12. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the District against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he/she further agrees to indemnify and save harmless the District from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his/her servants, or agents.
13. Declaration/Statement by Bidder - The respondent hereby states that he/she, his/her company, or any of its employees, agents, officers or proposed sub-contractors have not violated or participated in a violation of, been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. § 1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961-1968), the Hobbs Act (18 U.S.C. §1961), the mail or wire fraud statutes (18 U.S.C. §1341,1343), the false statements statute (18 U.S.C. §1001), the Tennessee Anti-Trust Act (T.C.A. § 47-25-101) or similar state or federal law. Respondent further states that he/she, his/her company or any of its officers, agents, or employees have not been debarred by any governmental agency (Federal, state, or local).
14. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.
15. Drug-Free Workplace Program - Required for construction services, encouraged for others. Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Other organizations are encouraged to ensure that their workplace is Drug-Free.
16. Title VI of the Civil Rights Act of 1964 - No person shall, on the grounds 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.
17. Title IX of the Education Amendments of 1972 - Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student-to-student harassment.
18. Samples, when requested, must be furnished free of expense prior to the opening of bids and if not destroyed will, upon request, be returned at the bidder's expense.
19. Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance by the District.
20. All federal, state, and local law requirements must be followed.

GENERAL CONDITIONS (CONTINUED)

Page 3

21. The Contractor is solely responsible for complying with any city, county, state or national ordinances or laws that apply to the safe and legal operation of the business. This may include but are not limited to compliance with TOSHA regulations.
22. The District accepts responsibility of merchandise upon receipt at the District's delivery point unless otherwise noted herein.
23. The District reserves the right to purchase more or less of the bid items at the unit price listed on the Bid Pricing Sheet.
24. *Special Conditions*, if any, are enclosed and listed in the Table of Contents. A conflict between *Special Conditions* and *General Conditions* shall be construed in favor of the *Special Conditions*.
25. The *Description of Requirements and Specifications* for the procurement are enclosed herewith.
26. The specifications set forth are the minimum that are acceptable. Bristol Tennessee City Schools reserves the right to consider differences or variations in the character, quality or workmanship of the items offered, to reject any or all bids, to accept any bid that it may deem to be in the best interest of the District, and to negotiate with the low bidder when it is in the best interests of the District.

- End of Section -

**Bristol Tennessee City Schools**  
DESCRIPTION OF REQUIREMENTS AND SPECIFICATIONS

**Drivers Education Simulators**

Bristol Tennessee City Schools will be purchasing twelve (12) Drivers Education Simulators. These need to be delivered and installed by June 1, 2024. Each must meet any required standards and at minimum must include:

Hardware:

- 34" Curved monitor
- Wheel & pedals
- Headphones
- Surge protectors
- Speakers

Software/Curriculum:

- Speed control
- Lane position
- Following distance
- Lane changes
- Negotiating roundabouts
- Intersection management
- Distracted driving
- Challenging weather & road conditions
- Overcorrection and hydroplaning
- Web based access of lesson training for parent/guardians
- Artificial intelligence (AI) of traffic patterns

Reporting/Grading:

- Pre-assessment drive to establish individual driver baseline
- Individual lesson numeric grading
- Real-time, on-screen notification of infractions
- Post assessment drive to determine overall program improvement
- Auto grading sent to teacher computer
- Track class performance numerically by lesson
- Track individual performance numerically by lesson
- Identify any additional cost for reporting/grading, if applicable

Training/ Professional Development:

- Identify professional development training options

(Continued)



**Customer Service/ Maintenance and Report:**

- Provide copy of standard warranty on hardware and/or software. All warranty details must be included.
- Provide copy of maintenance agreement.
- Identify any renewable warranty available and associated costs.
- Required: All inquiries for maintenance and repair must be acknowledged within 24-48 hours (1-2 business days) and resolved within 7-14 business days, excluding uncontrollable circumstances.
- Identify how updates are provided, how often, and any costs associated with them.

**Delivery and Installation:**

- Delivery and installation of all units by June 1, 2024
- Provide detail of tentative timeline for delivery and installation
- Provide drop shipping to the school location provided
- Identify any and all costs associated with delivery and installation

**Projected Timetable**

The following projected timetable should be used as a working guide for planning purposes. Owner reserves the right to adjust this timetable as required during the course of the process.

<b><u>Event</u></b>	<b><u>Date</u></b>
Invitation to Bid Issued	April 13, 2024
Bids Due/Bid Opening	May 2, 2024, at 2:00pm
Purchase Order Issued	May 9, 2024
Delivery	June 1, 2024

Submit manufacturer's brochure of specifications with bid if the unit quoted is different from the above referenced standard of quality.

**Delivery Location**

Bidder must be able to make delivery to Tennessee High School located at:

Bristol Tennessee High School  
1112 Edgemont Ave.  
Bristol, TN 37620

Delivery time/date must be communicated to the Owner's representative, below, to ensure adequate staff is available to inspect product prior to acceptance. All deliveries are to be made between the hours of 8:30 a.m. to 2:00 p.m. Monday through Friday.

**Payment**

Upon completion of delivery and acceptance by the Owner, the successful bidder is to submit an invoice to the owner for payment. Owner will make payment to the bidder within 30 days of receipt of the invoice.

**Safety Regulations**

The bidder is solely responsible for complying with any city, county, state or national ordinances or laws that apply to the safe and legal operation of the business. This may include, but is not limited to, compliance with TOSHA regulations.

**Respondent Requirements**

1. Complete and sign the **Bid Pricing Sheet** included in this package in the next section.
2. Provide a minimum of two (2) school references for which you have provided similar products and services in the last year. Include the state, school name, contact name, telephone number, and email address. Also provide the number of simulators and the date of install.
3. Give periodic progress reports of ETA on delivery once ordered.
4. A detailed description of all warranties and support for equipment and software must be included.

**Criteria Used to Determine Winning Bid**

The District will conduct a comprehensive, fair, and impartial evaluation of all bids received in response to this solicitation. Each bid received will be analyzed to determine overall responsiveness and completeness. Failure to comply with the instructions or to submit a complete bid may deem a bid non-responsive and may be eliminated from further evaluation at the discretion of the District. The District reserves the right to select a group of finalists, who may be invited to present their recommendation to a selection committee.

- 20% Purchase Price
- 10% Hardware
- 10% Software/Curriculum
- 10% Reporting/Grading
- 15% Training/Professional Development
- 15% Customer Service/Repair/Maintenance
- 15 % References
- 5% Delivery & Installation

**Additional Terms and Conditions**

Direct all questions related to the bid specifications to Dr. Amy Scott, Supervisor of Secondary Education, no later than three business days prior to the bid opening.

- Questions may be submitted by mail, fax, or e-mail (preferred):

Mail: Dr. Amy Scott  
Supervisor of Secondary Education  
Bristol Tennessee City Schools  
615 Martin Luther King Jr. Blvd.  
Bristol, TN 37620

Fax: (423) 652-9238  
Telephone: (423) 652-9234  
E-mail: [scotta@btcs.org](mailto:scotta@btcs.org) and  
[terik@btcs.org](mailto:terik@btcs.org)

Prospective vendors should e-mail their intent to bid to the e-mail address above by Wednesday, April 24, 2024. Vendor's questions that alter the scope of the invitation to bid will be addressed via the issuance of a bid addendum to the invitation to bid.

**Bristol Tennessee City Schools**  
**BID PRICING SHEET**

**Bid #24-2271 Drivers Education Simulators**

I. **Offer:**

Having examined the Description of Requirements and Specifications and all information included in this Bid, the undersigned proposes to furnish all labor, material, equipment, supervision, and services necessary in accordance with the bid documents for the sum of:

**BID ITEM 1: Drivers Education Simulators**

Brand/Model Simulator: \_\_\_\_\_ Cost: \_\_\_\_\_

Brand/Model/Size Monitor: \_\_\_\_\_ Cost: \_\_\_\_\_

Brand/Model Headphones: \_\_\_\_\_ Cost: \_\_\_\_\_

Brand/Model Surge Protectors: \_\_\_\_\_ Cost: \_\_\_\_\_

Brand/Model Speakers: \_\_\_\_\_ Cost: \_\_\_\_\_

Software/Curriculum: \_\_\_\_\_ Cost: \_\_\_\_\_

Total Cost: \$ \_\_\_\_\_ / Each

Delivery/Installation Cost: \$ \_\_\_\_\_ Lead Time: \_\_\_\_\_

Service/ Maintenance Agreement Cost:

Year 1: \$ \_\_\_\_\_ Year 2: \$ \_\_\_\_\_ Year 3: \$ \_\_\_\_\_

Any additional expenses: \_\_\_\_\_

\_\_\_\_\_

Overall Cost: \$ \_\_\_\_\_

(Continued)

II. **Addenda:**

The following addenda have been received and are hereby acknowledged:

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Legal Name of Business

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

N/A

TN License Number (If Applicable)

Exp. Date: N/A

**IRAN DIVESTMENT ACT**  
**Certification of Non-Inclusion**

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106\\_Iran\\_Divestment\\_Act\\_updated\\_with%20NY12.05.22.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_with%20NY12.05.22.pdf)

By submission of this bid/proposal, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to T.C.A. § 12-12-106.

_____ Bidder Name (Printed)	_____ Address
_____ By (Authorized Signature)	_____ Date
_____ Printed Name / Title of Person Signing	

**THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID PACKAGE.**

**NON-BOYCOTT OF ISRAEL CERTIFICATION**

The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

_____	_____
Bidder Name (Printed)	Address
_____	_____
By (Authorized Signature)	Date
_____	
Printed Name / Title of Person Signing	

**COMPLIANCE WITH TENNESSEE PUBLIC CHAPTER # 587 CERTIFICATION**

The General Assembly of the State of Tennessee requires any person, corporation or other entity who enters into or renews a contract with a local board of education comply with Tennessee Public Chapter #587 (TPC587). TPC587 requires persons, employees of the person or corporation that have direct contact with school children or access to school grounds when children are present to have supplied to the corporation a fingerprint sample and have conducted a criminal history records check by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds. The Public Chapter 1080, (D) was amended to: "A person whose contract is for the performance of a service at a school-sponsored activity, assembly or even at which school officials or employees are present when the service is performed and where the activity, assembly, or event is conducted under the supervision of school officials or employees."

TPC587 provides guidance for employees who have been convicted of an offense that is classified as a sexual offense or a violent sexual offense.

I have read Tennessee Public Chapter #587 and certify compliance with the regulations.

---

Name/Address of Organization

---

Name/Title of Submitting Official

---

Signature

---

Date

**DRUG-FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Comes the affiant after having first been duly sworn and testifies as follows:

1. My name is \_\_\_\_\_ . I hold the principal office of \_\_\_\_\_  
*(Name of Principal Office)* for \_\_\_\_\_  
*(Name of Bidding Entity)*
2. \_\_\_\_\_ has submitted a bid to the Bristol Tennessee City Schools for \_\_\_\_\_  
*(Name of Bidding Entity)*
3. \_\_\_\_\_ has more than five (5) employees.  
*(Name of Bidding Entity)*
4. In accordance with *Tennessee Code Annotated* Section 50-9-113, this is to certify that \_\_\_\_\_  
*(Name of Bidding Entity)* has in effect at the time of submission of its bid for the above-referenced projects, a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.
5. This affidavit is made on personal knowledge.

Further the affiant saith this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*(Signature of Affiant)*

\_\_\_\_\_  
*(Title of Affiant)*

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
*(Signature of Notary Public)*

My commission expires \_\_\_\_\_



**CERTIFICATE OF COMPLIANCE**

By indication of the authorized signature below, the Proposer/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid and the following items:

1. the laws of the State of Tennessee;
2. Title VI of the Civil Rights Act of 1964;
3. Title IX of the Education Amendments of 1972; and
4. the condition that no amount shall be paid directly or indirectly to an employee or official of Bristol Tennessee City Schools as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer/Bidder in connection with the procurement under this bid.

_____	_____
Bidder Name (Printed)	Address
_____	_____
By (Authorized Signature)	Date
_____	_____
Email	Company Telephone No. and Fax No.
_____	
Printed Name / Title of Person Signing	

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <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"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<b>7</b>	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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									
				-					

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

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

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they