

Notice to Bidders
Ithaca Tompkins Regional Airport
Fuel Site Controller

SEALED BIDS for a Fuel Site Controller for the Ithaca Tompkins Regional Airport will be accepted at the Tompkins County Finance Department, Purchasing Division, 125 East Court Street, Old Jail Building, 2nd Floor, Ithaca, NY 14850, up until 11:30 a.m. on December 23, 2014 at which time and place they will be opened and publicly read.

Specifications may be downloaded at www.tompkinscountyny.gov/purchase/current-bids.

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

Lisa M. Hall
Buyer

TOMPKINS COUNTY
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION – IMPORTANT NOTICE

Tompkins County officially publishes Notice(s) to Bidders in The Ithaca Journal. Bidding documents are available online through the Tompkins County Purchasing Division website:

www.tompkinscountyny.gov/purchase. Should the bidding documents become available elsewhere, the location and directions for obtaining them will be stated in the Notice to Bidders.

BID IDENTIFICATION

1. Title: **Fuel Site Controller**
2. Requesting Department: **Ithaca Tompkins Regional Airport**
3. Bid Due Date/Time: **December 23, 2014, 11:30 a.m.**

PURPOSE

1. The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **the purchase and installation of a Fuel Site Controller** as requested by the Ithaca Tompkins Regional Airport.
2. Minority Business Enterprises (MBEs') and Women Business Enterprises (WBEs') are encouraged to respond.

BIDDING DOCUMENTS

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

SUBMISSION of BIDS

1. Bids and any other required documents must be submitted in a sealed envelope, clearly marked with the bidder's name and address and the bid title and/or number.
2. Bids must be received no later than the date and time indicated in the Notice to Bidders and the Bid Identification section above. Bids must be received at the following address:

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

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

TERM of BID

1. The term of this bid shall be through project completion.

BID SECURITY

1. The bid security for this project shall be: **Not applicable to this project**

QUALIFICATION of BIDDER

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

LIQUIDATED DAMAGES

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

DISQUALIFICATION

1. The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:
 - (a) Failure to comply with any pre-qualification regulations of the County, if such regulations were cited, or otherwise included in the Bidding Documents as a requirement for bidding.
 - (b) Bidder's failure to pay, or satisfactorily settle, all bills dues for labor and materials on former contracts in force (with the Owner) at the time the County issues Bidding Documents to a prospective bidder.
 - (c) Bidder's default under previous contracts with the County.

- (d) Bidder's unsatisfactory work on previous contracts with the County.
2. Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work if the bidder is not able to demonstrate the ability to fulfill the requirements of the bid in a manner agreed upon by the County and the Bidder.
 3. Tompkins County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
 4. Bids will be considered irregular and shall be subject to rejection for the following reasons:
 - (a) If the bid is on a form other than furnished within the specifications by Tompkins County.
 - (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
 - (c) If the bid is not accompanied by a bid security, if specified, by the County.

PREVAILING WAGE

1. Projects that are out for bid that require Prevailing Wages as indicated by the New York State Department of Labor, will have a copy of the Prevailing Wage Rate Schedule attached to the specifications.
2. The successful bidder is responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this solicitation.
3. No payments will be made to any bidder under this contract **prior** to the bidder supplying the County with **Certified Payrolls** in accordance with the New York State Labor Laws in effect during the term of the project.
4. Vendors currently on the NYS Department of Labor Debarred list will not be considered for award of this contract.
5. By submitting a bid for consideration the bidder is indicating that they are currently in good standing with the NYS Department of Labor at the time of the bid.

APPRENTICESHIP PROGRAMS

1. Tompkins County Resolution 222 of 2004 states that pursuant to Article 23, §816-b of New York State Labor Law, any public work that requires separate specifications pursuant to §101 of the General Municipal Law that exceeds \$1 million in cost must include contractors that participate in New York State certified apprenticeship programs.
2. All bidders, and all subcontractors under the bidder(s) must maintain or participate in a bona fide New York State Apprenticeship Program approved by the Division of Apprentice Training of the Department of Labor for each

apprenticable trade or occupation represented in their workforce for which the law applies and must abide by the apprentice to journeyman ration for each trade prescribed therein in the performance of the contract.

3. Notwithstanding the foregoing, each bidder awarded a contract may allow up to twenty-five (25) percent of the value of its contract to be performed by employees of subcontractors that do not meet this requirement.
4. Failure to comply with these requirements may result in any or all of the following sanctions:
 - (a) Temporary suspension of work on the project until compliance is obtained; and/or;
 - (b) Withholding payment due under the contract until compliance is obtained; and/or;
 - (c) Permanent removal from any further work on the project; and/or;
 - (d) Recovery by the County from the bidder, 1/10th of one percent of the contract amount or \$1,000.00, whichever is greater, in the nature of liquidated damages assessed for each week that the contractor is in non-compliance.

NON-COLLUSIVE BIDDING CERTIFICATE

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

BID FORM

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

EQUIVALENT GOODS

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

SPECIFICATION CLARIFICATION

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

BID EVALUATION

1. Bids shall remain valid until:
 - (a) The execution of a contract by Tom-pkins County; or
 - (b) The issue of a purchase order by Tom-pkins County; or
 - (c) As otherwise rejected by Tom-pkins County.
2. Bids received will be evaluated by Tom-pkins County and will be based, as a minimum, upon the following criteria:
 - (a) Lowest total bid;
 - (b) Completeness of bid; and
 - (c) Bidder's demonstrated capabilities and professional qualifications.
3. The County reserves the right to award this contract per item, or on a category or aggregate basis, whichever is most beneficial to Tom-pkins County.
4. The County reserves the right to purchase items pursuant to General Municipal Law 104 from New York State Contracts, other government contracts, or New York State Preferred Sources within its discretion.

MODIFICATION and WITHDRAWAL of BIDS

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

NON-APPROPRIATION CLAUSE

1. In accordance with New York State General Municipal Law, the County will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the respondent agrees to hold the County harmless for any contracts let for which funding either does not currently exist, or for which funding has been removed prior to the authorization to proceed.

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

AWARD of BID

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

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

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

PERFORMANCE BOND

1. If a Performance Bond is required for a project the successful bidder shall furnish the County, at the time of execution of the contract, a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work.
2. The surety and the form of the bond or bonds shall be acceptable to the County.
3. Unless otherwise specified in this section, the surety bond or bonds shall be in a sum equal to the full amount of the contract.
4. The successful bidder shall submit in triplicate, a "Performance Bond" guaranteeing the performance of the work equal to one hundred percent (100%) of the amount of the Contract awarded, and a "Labor and Material Payment Bond" guaranteeing the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work equal to one hundred (100%) of the amount of the contract awarded.

INDEMNIFICATION

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

FAILURE to PERFORM

1. In the event the equipment and/or products fail to perform to the County's expectations the vendor shall, at its own expense, repair or replace said item(s).

FINANCING of MATERIAL or EQUIPMENT PURCHASES

1. When any bid includes the lease and/or purchase of material and/or equipment the respondent shall submit a price on the bid form provided by the County.
2. The price offered shall include all delivery, installation (if applicable), finance, and any other charges that may be associated with said purchase or lease.
3. The County shall only deal with the contractor/vendor actually submitting the bid AND arrangements made between the bidder and any other party as a part of this bid are strictly between those parties and the County shall not be included or required to participate in them in any way.
4. Furthermore, unless otherwise agreed upon, the County shall only make payments directly to the vendor awarded a contract and issued a purchase order or authorization to proceed.

CONTRACT RE-ASSIGNMENT

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

REMEDY for BREACH

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

DELIVERY and PAYMENT

1. All bid prices shall include delivery and shall be quoted F.O.B. destination.
2. All deliveries shall be made within ten (10) business days or vendor's receipt of purchase order unless otherwise specified in the Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.
3. Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and cannot accommodate tractor trailers. No additional compensation shall be paid to vendors for inside delivery at those locations. Under no circumstances shall County employees be required to unload and/or deliver inside, their own shipments.

4. Orders will be placed on an “as needed” basis by Tompkins County departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.
5. Prior to payment, the items furnished and/or work performed will be inspected by the Purchasing Division or their designee to determine their conformity to specification. Payments will not be made for items or work not meeting specification(s).
6. Tompkins County is not subject to Federal, State, or Local Taxes.

CASH DISCOUNT

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

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

1. Tompkins County reserves the right to allow all municipal, not for profit organizations and authorized districts authorized under the General Municipal Laws of the State of New York to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between Tompkins County and the vendor.
2. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
3. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
4. Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status.
5. The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entity and not by Tompkins County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Tompkins County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of the Tompkins County bid.

WORKFORCE DIVERSITY and INCLUSION

1. Tompkins County government is committed to creating a diverse and fully inclusive workplace that strengthens our organization and enhances our ability to adapt to change by developing and maintaining:
 - (a) An organization-wide understanding and acceptance of the purpose and reasons for diversity;
 - (b) Recruitment and retention policies that assure a diverse workforce;

- (c) A workplace environment that is welcoming and supportive of all;
 - (d) Awareness, understanding and education regarding diversity issues;
 - (e) Zero tolerance for expressions of discrimination, bias, harassment, or negative stereotyping toward any person or group;
 - (f) A workforce ethic that embraces diversity and makes it the norm for all interactions, including delivery of services to the public.
2. Bidders are encouraged to include an outline of their diversity policy in their proposal response.

LIVING WAGE

1. Tompkins County must consider the wage levels and benefits, particularly health care, provided by the contractors when awarding bids or negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.
2. If contractor certifies on Attachment A that its employees directly providing services outlined in this contract are NOT paid a living wage, the department contract representative may have a conversation with the contractor to understand the cost implications of achieving the living wage threshold, whether there are structural barriers impacting the ability to pay the living wage, plans to improve wages over time, generous fringe benefits, or other considerations that should be applied when addressing the question of whether it is practical or reasonable to meet the living wage threshold including the cost required to bring the contract to the living wage threshold.

CORPORATE COMPLIANCE

1. **FEDERAL FUNDING COMPLIANCE:** The bidder agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. To the extent that federal funds are provided to the bidder under this contract, the bidder agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the federal funds were authorized.
2. Further, Bidder agrees to comply with the County's Compliance Plan regarding Federal and State fraud and abuse laws the Compliance Plan can be reviewed at www.tompkinscountyny.gov/tccp or a copy can be obtained from Tompkins County Administration, 125 East Court Street, Ithaca, NY 14850.

IRANIAN ENERGY SECTOR DIVESTMENT

1. By submitting a response to this solicitation, the bidder hereby represents that said bidders is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said bidder has not:
 - (a) Provided goods or services of \$20 Million or more in the energy section or Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector of Iran.

2. Any bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every respondent submitting a response to this solicitation must certify and affirm the following under penalties of perjury:
 - (1) “By submission of this response to solicitation, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each respondent is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”
4. Except as otherwise specifically provided herein, any response to this solicitation that is submitted without having complied with subdivision (1) above, shall not be considered for award. In any case where the bidder cannot make the certifications as set forth in detail the reasons therefore. The County reserves the right, in accordance with General Municipal Law Section 103-g to award the contract to any bidder who cannot make the certification on a case-by-case basis under the following circumstances:
 - (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging any new investments in Iran; or
 - (2) Tompkins County has made a determination that the goods and services necessary for the County to perform its functions and that, absent such an exemption, Tompkins County would be unable to obtain the good or services for which the bid is offered. Such determination shall be made by the County in writing and shall be a public document.

**TOMPKINS COUNTY
BIDDER QUALIFICATION FORM**

BID TITLE: Fuel Site Controller

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

NAME & TITLE OF PERSON PROVIDING INFORMATION: _____

How many years has this firm been actively engaged in the supply of fuel site controllers? _____

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

Municipality Name	Contact Person	Email
_____	_____	_____
_____	_____	_____

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

If required, do you have the ability to produce computer generated usage reports? _____

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

Signature

Date

**Tompkins County
Fuel Site Controller
Detailed Specifications**

Scope:

It is the intent of these specifications to describe the products and services needed to purchase and install a new fuel site controller at the Ithaca Tompkins Regional Airport, located at 72 Brown Road, Ithaca, NY 14850. The following specifications describe an OPW FSC3000 fuel site controller as well as the requirement to house the fuel site controller within its own enclosure or with the ability to mount inside a fuel island terminal. The fuel island terminal will utilize a keypad for input of user id and vehicle id for tracking. A physical card backup will also be included.

Dimensions:

The cabinet for the external fuel site controller shall be 2 ¼" H x 10" W x 8 ¼" D.

Power Requirements:

The power supply shall be between a range of 85-240 VAC, 50/60 Hz; 25 watts maximum.

Operating Temp:

The controller shall operate at a temperature range of 32°F to 122°C (0°C - 50°C).

Communication Ports & Protocol:

The following ports shall be included for communication:

- USB
- Ethernet
- RS-485 (Petro-Net™)
- Six (6) RS-232 (Terminal/Printer/Modem/Pass-through/two (2) auxiliary ports)

Controller Specifications:

The fuel site controller shall have the capacity to control up to twelve (12) fuel island terminals and thirty-two (32) hoses simultaneously. Both mechanical and electronic pumps shall be controllable by the controller.

The communication protocol between the fuel site controller and the fuel island terminal shall be RS-485 (Petro-Net™). The maximum wiring distance between the controller and the terminal shall be five thousand (5,000) feet.

The controller shall have six (6) RS-232 communication ports to allow communication with the following:

- Journal Printer (remote controller only)
- Local Terminal or PC
- Pass-through port for interfacing to a tank gauge (remote controller only)
- Dial-out model for network authorization
- Two (2) auxiliary ports

The controller shall also have a removable flash drive, and provide for self-test and diagnostic utilities for start-up and troubleshooting.

Controller Specifications Continued...

Memory:

The controller shall be capable of storing the following data for each **card** record:

- Card Number (19 digits)
- Card Type – Single, Driver, Vehicle
- Status – Valid or Invalid
- Account Number (0-9999)
- Expiration Date – MM/DD/YY
- Monthly Allocation - \$NNNNNN.NN
- Daily Allocation - \$NNNNNN.NN
- Misc. Keyboard Entry – Off/On
- Personal Identification Number (PIN) – (0 – 6 digits)
- Current Odometer (6 digits)
- Odometer Reasonability Code (up to 15 different levels)
- Pump Restriction (up to 15 different levels)
- Quantity Restriction Level (up to 15 different levels)
- Driver Name (9 characters)
- Language Code (1 digit)

The controller shall be capable of storing the following data for each **account** record:

- Account Number (0 – 9999)
- Status – Valid or Invalid
- Account Discount (0 – 99%)
- Expiration Date – MM/DD/YY
- Monthly Allocation - \$NNNNNN.NN
- Daily Allocation - \$NNNNNN.NN
- Quantity Restriction Level (up to 15 different levels)
- Pump Restriction (up to 15 different levels)
- Account Name (9 characters)

Card/Account Record Memory

The controller's card memory shall be expandable through memory upgrades to allow for increasing the number of card or account records that can be stored locally. The memory levels shall have the following capacity:

<u>Memory Level</u>	<u>Number of Card or Account Records</u>
CL2 (standard)	2,000
CL3	8,000
CL4	16,000 – 64,000 (depending on the options and card restrictions selected)
CL5	64,000+ (cards depending on configured options, requires second SIMM)

Controller Specifications Continued...

The controller shall be capable of storing the following data for each transaction record:

- Sequential Transaction Number
- Transaction Termination Code (i.e., Normal, Quantity Restriction, etc.)
- Account Name
- Driver Card Number
- Vehicle Card Number (omitted for single card transactions)
- Date and Time
- Fuel Type
- Pump Number
- Quantity Dispensed
- Unit Price
- Total Transaction Extended Monetary Amount
- Odometer Entry
- Misc. Keyboard Number
- Consumption Factor – Miles per Gallon
- Receipt Status – Issued/Not Issued (if available from fuel island terminal)

Transaction Record Memory:

The controller's transaction memory shall allow for expansion through memory upgrades to increase the number of transaction records that can be stored locally. The memory levels shall have the following transaction capacity:

<u>Memory Level</u>	<u>Number of Card Records</u>
TL2 (standard)	500
TL3	1,000
TL4	2,000

Fuel Site Control System Capabilities and Features:

A. General:

1. The controller shall be capable of operating as a complete fuel management system without requiring a PC for normal fueling operations.
2. The controller shall maintain a connection for dial-out transactions if there is another user attempting to use a card issued by the same authorizer.
3. The controller shall be manufactured using current microprocessor technology and easily adaptable to the changing needs of the fuel site.
4. The controller shall include the option of an integrated fuel site controller in the fuel island terminal to allow for use at fueling sites where there isn't a building or enclosure available to house the fuel site controller.
5. The controller shall be able to control multiple brands of dispensers with either mechanical or electronic registers.
6. The controller shall be capable of upgrading to a wireless, vehicle-mounted, RFID tag, non-intervention fueling system.

Fuel Site Control System Capabilities and Features Continued:

7. The controller shall provide access by using various types of media, including:
 - Magnetic stripe cards
 - Proximity cards
 - Proximity keys
 - Multi-programmable memory keys
 - Manual entry of numbers via a keyboard- PRIMARY
8. The controller's operating software shall be stored in flash memory.
9. The controller shall record data for each transaction in non-volatile memory (standard default), on a removable USB flash drive and include the option of a journal printer.
10. The controller shall allow for data to be stored on a removable USB flash drive or accessed and downloaded via dial-up, Bluetooth®, WiFi, IP authorization converter for high-speed internet, or 3G cellular.
11. The controller shall be capable of recording a field of up to ten (10) digits entered at the keypad by the user.
12. The configuration utility shall be the ability to save the configuration settings for one or more fueling sites. Common configuration data for all sites shall be saved in a common database and unique site data shall be stored in individual site databases.

Security:

A. Card Security:

1. Access to products shall be restricted to persons possessing valid cards and who can perform a predetermined series of data entry operations. The controller shall allow for immediate invalidation of any user.
2. The controller shall be able to recognize major credit cards and dial-out for authorization before the transaction is allowed.
3. The internal card file shall have the ability to limit each user to a specific amount of fuel per transaction.
4. For dial-out transactions, the controller shall transmit completed transactions to the authorizer the next time a connection is established to authorize a card. In the event no other card that that authorizer is used within a certain time, the controller shall dial-out at a pre-determined interval specifically to transmit the completed transaction.
5. The fuel site controller's PCI compliance shall ensure cardholder security.

B. Administration:

1. The operator shall be able to program a six (6) character, alphanumeric password that must be entered correctly to gain access to the controller either directly or by phone modem.
2. A site operator(s) shall be required to enter a password before gaining access to the system.
3. An authorized system administrator shall have the ability to control any access to the controller by site operators.
4. An authorized site operator shall be able to check and/or change controller operating parameters, as well as card and account data.

C. Open/Close:

1. The controller shall have the ability to be placed in either an "Open" or "Closed" mode by authorized personnel. Fueling is not allowed in the "Closed" mode.

Security Continued.....

D. Personal Identification Numbers (PIN):

1. An internal electronic card file within the fuel management system contains the user's Personal Identification (PIN) Number and shall hold user-specific data for each local card authorized to use the console.
2. The controller shall recognize and verify PINs of up to four (4) digits when entered at the fuel island terminal. The following methods shall be available to select PINs for each individual user:
 - Individually program a PIN number for each user
 - Automatically generate a random PIN number

E. Validation Status:

1. The controller shall have the ability to allow authorized personnel to declare drivers, vehicles, or accounts invalid.
2. The controller shall have the ability to automatically invalidate a card after three (3) consecutive incorrect PIN entries.
3. The internal card file shall have the capability to restrict the type of product the user may obtain.

F. Inventory Control:

1. The controller memory shall allow the operator to program up to eight (8) tank inventory balances. The inventory balance for each product shall be reduced automatically as each fuel transaction occurs. The operator shall be able to change this number to accommodate fuel deliveries.
2. The controller shall display, on demand, the current inventory amount for each individual tank.

G. Fuel Type/Product:

1. The operator shall be able to specify and store the price and description for up to 32 products.
2. The operator shall be able to create a table of up to 15 combinations or levels of authorized products. The operator shall be able to assign a level number to each individual user or account group.
3. The controller shall have the capacity to accumulate individual pump and product total as well as track each pump's totalizer. The operator shall be able to enter an initial pump totalizer number into the controller for each pump. This number will be incremented by the controller when product is dispensed and can be checked against the pump's totalizer to determine the accuracy and working status of the pulser.

H. Dual Language:

1. The controller shall have the capability of storing two (2) sets of fuel island terminal display messages in two (2) different languages or two (2) separate sets of display prompts. When a card is read, the system shall display all messages in the correct language for that user.

I. Mileage Reasonability:

1. For use at a single site, the controller shall have the capability of checking an odometer entry against the last odometer entry stored locally in the card record plus the authorized range allowed for that vehicle. The controller shall be able to either record an error or deny access to fuel for an odometer entry that is not within the correct range.

Security Continued.....

J. Direct Pump Control:

1. The controller shall have the optional ability to include direct pump control which allows the fuel site controller to communicate serially to electronic Gilbarco, Wayne or Gasboy dispensers.

K. DTC:

1. The controller shall have the optional ability to communicate with dispensers containing in-pump readers, such as Wayne CATS and Gilbarco CRINDs. These devices shall be able to be used in place of, or in combination with the fuel island terminals.

Configuration/Operation:

A. Configuration:

1. The controller shall offer a wide variety of configurable operational modes and provide versatility without special programming or engineering changes.
2. The controller shall be configurable and programmable using a Windows® based software utility.
3. The configuration utility shall have on-screen support for explanation of all functions. A single-line command mode should also be available.
4. Configuration setting shall be available for editing in an off-line mode via the configuration utility and downloaded to the sites automatically.

B. Clock/Calendar

1. The controller shall keep an accurate accounting time and date, even in the event of a power failure.
2. The date and time formats shall be user selectable.
3. The controller shall automatically correct for daylight savings time.

C. Quantity Restriction

1. The operator shall be able to create a table of quantity restriction levels that will allow the operator to assign a level number to each user or account group to limit the amount of fuel dispensed for each transaction.

D. Single or Dual Card/Key Operation

1. The controller shall be programmable for card-less, single and/or dual card/key operation.

E. Pump Configuration

The operator shall be able to program operating parameters for each of the thirty-two (32) hose positions. These parameters shall include the following:

1. Pump Number: a two-digit number from 01 – 99 to be assigned to any available relay position.
2. Fuel Type Number: two-digit fuel type number from 01 – 32, and operator-selectable description of the product being dispensed by the pump.
3. Tank Number: the tank number, 1 – 8, to be used by the inventory program.
4. Quantity of Fuel per Transaction Limit.
5. Total Transaction Time-Out: controller shall be able to monitor a total transaction time, programmable for each hose between 1 – 999 seconds. The controller shall turn off the pump if that time is exceeded.

Configuration/Operation Continued:

6. Pump Handle Time-Out: controller shall monitor the time between authorization and activation of the pump handle, programmable for each hose between 1 – 999 seconds. If the device is selected but the pump handle not activated by the user before the end of this period, the transaction shall be terminated.
7. First Pulse Time-Out: controller shall monitor the time between activation of the pump handle and the receipt of the first pulse. The transaction shall be terminated if that time exceeds the programmed parameter.
8. Missing Pulse Detector (MPD) Time-Out: a MPD shall be built into the circuit controlling each pump so that all power shall be removed from the pump if the pulses indicating fuel flow are not received at regular intervals. The length of interval between pulses shall be programmable for each hose.
9. Pulser Divide Rate: the operator shall be able to program the controller to assign 1 – 9999 pulses per unit of fuel measure.
10. Pump Deactivation Sentry: operator shall be able to program the controller to automatically place a pump “out of service” after three (3) consecutive “zero quantity” fueling transactions occurring from that pump. An “out of service” or other operator defined message shall be indicated on the fuel island terminal display. Feature may be disabled for a particular pump.

F. Site Name:

The controller shall have the provision to program a 12-character site name into memory for use when the controller is accessed via modem.

G. Manual Operation:

The controller shall allow the operator the ability to place pumps in a “manual” mode to allow manual operation of the pumps.

H. Display Prompts:

All terminal display prompts shall be programmable by the operator. The controller shall use a set of standard default prompts at start-up.

I. Pump Handle Monitor:

The controller shall monitor the pump handle to insure that it was turned to the “OFF” position before the pump can be reactivated. The operator shall be able to disable this feature.

J. Pass-Through Port:

The controller shall have the capability of passing modem communications through to another RS-232 device connected to this port.

K. Account Group Discount:

The controller shall have the capability to assign a discount, either in percent or in cents per gallon to each account, to be reflected on the price of each transaction.

Configuration/Operation Continued:

L. Interface:

The controller shall allow the operator to retrieve information by using a USB drive.

Fuel Island Terminal Specifications:

The Fuel Island Terminal (FIT) will be:

The following standard features shall be included:

1. An easy-to-read, backlit, 32-character, 2-line, alphanumeric liquid crystal display (LCD), easily readable in bright sunlight.
2. A 12-key metal keyboard with audible and tactile feedback.
3. The ability to control up to four (4) mechanical dispensers simultaneously from each FIT.
4. The ability to program or reprogram memory keys.
5. A thermostatically controlled heater.
6. An optional see-through weather shield.
7. Ability to allow for an integrated FSC.
8. A magnetic strip card reader.
9. An optional HID proximity card/key reader.

Dispenser Terminal Controller:

The controller shall include the ability to utilize Gilbarco and/or Wayne built-in card readers in place of a fuel island terminal and shall allow communication to a maximum of 12 in-dispenser card terminals or readers.

Installation:

The successful bidder shall provide labor to disconnect and remove existing fuel management system and provide the labor and materials for the installation of the new fuel management system between the existing Gasboy dispensers.

Training:

The successful bidder shall meet with, and provide software (included and purchased optionally) to the proper personnel. As well as work with IT and Airport personnel until all are comfortable with operating the software and/or system.

Support and Service:

Bidder(s) must provide a detailed explanation of the manufacturer's and the distributor's support and service abilities as well as warranty information, upon bid award notification.

Optional Equipment and Software:

DPC:

The controller shall have the capability to include direct pump control to allow the fuel site controller to communicate serially to electronic Gilbarco, Wayne or Gasboy dispensers.

DTC:

The controller shall have the capability to communicate with dispensers containing in-pump readers such as Wayne CATs and Gilbarco CRINDs and shall be able to be used in the place of, or in combination with the FITs.

AVAILABLE SOFTWARE:

Bidder must provide a complete specifications for any and all software available as well as a price sheet for each option.

WARRANTY:

Bidder must provide all warranty information with their response to this bid.

BID FORM
TOMPKINS COUNTY
FUEL SITE CONTROLLER

The undersigned hereby proposes the following Fuel Site Controller:

Manufacturer: _____ Model: _____

The undersigned hereby proposes the following Bid Price, including delivery and installation, for the above referenced Fuel Site Controller:

Bid Price: \$ _____

Estimated delivery to occur: _____ days a/r/o. Installation: _____ days a/r/o.

Company Name: _____

Contact: _____ Contact Email: _____

Telephone: _____ Fax: _____

Signed: _____

Name (print): _____ Date: _____

ANTI-DISCRIMINATION CLAUSE

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

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

GENERAL CONDITIONS ACCEPTED BY:

Firm: _____

By: _____

Date: _____

Title: _____

**COUNTY OF TOMPKINS
GENERAL CONDITIONS**

AFFIDAVIT OF NON-COLLUSION

NAME OF RESPONDER: _____ PHONE NO.: _____ FAX NO.: _____

BUSINESS ADDRESS: _____ EMAIL: _____

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

I further attest that:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition with any other contractor, responder or potential bidder; and
2. Neither the price(s), nor the amount of this bid/proposal, have been disclosed to any other firm or person who is a responder or potential responder on this project, and will not be so disclosed prior to bid/proposal opening; and
3. No attempt has been made or will be made to solicit, cause or induce any company or person to refrain from responding to this RFB/RFP, or to submit a bid/proposal higher than the proposal of this company, or any intentionally high or non-competitive bid/proposal or other complementary proposal; and
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary proposal; and
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, offerer, promised or paid cash of anything of any value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by a company or person to refrain from responding to this RFB/RFP or to submit a complementary bid/proposal on this project; and
6. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by and company or person, whether in connection with this or any project, in consideration for my company's submitting a complementary bid/proposal or agreeing to do so on this project; and
7. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion act or other conduct inconsistent with any statements and representations made in this affidavit.
8. **By submission of this proposal I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.**

The person signing this proposal, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position: _____

Print Name & Company Position: _____

Company Name: _____

Date Signed _____ Federal I.D. Number _____

TOMPKINS COUNTY INSURANCE AND INDEMNIFICATION

The Successful Bidder Shall Maintain and Agree to the Following:

(Vendor) hereinafter referred to as Contractor, shall indemnify, hold harmless and defend Tompkins County and its officers, employees, agents and elected officials from and against any and all claims and actions brought against Tompkins County and its officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this contract by the Contractor, its employees, subcontractors or agents except all actions and claims arising out of the negligence of Tompkins County. The Contractor shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

A.) **Workers' Compensation and New York Disability** - Statutory Coverage Employer's Liability - Unlimited.

B.) **Commercial General Liability** including, contractual, independent contractors, products/completed operations - Occurrence Form required.

*	Each Occurrence	\$1,000,000
*	General Aggregate	2,000,000
*	Products/Completed Operations Aggregate	2,000,000
*	Personal and Advertising Injury	1,000,000
*	Fire Damage Legal	50,000
*	Medical Expense	5,000

- **General Aggregate** shall apply separately to the project prescribed in the contract

* Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insureds**

C.) **Business Auto Coverage** Liability for Owned, \$1,000,000 CSL or
Hired and Non-Owned Autos 500,000 Per Person BI
1,000,000 Per Accident BI
250,000 PD Split Limits

* Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insureds**

All insurance shall be written with insurance carriers licensed by the State of New York Insurance Department and have a Best's rating of A XI or better. Proof of insurance shall be provided on the Tompkins County Certificate of Insurance (copy attached) including the Contract Number. The accord Certificate of Insurance or insurance company certificate may be used for proof of Workers' Compensation and Disability. All Certificates shall contain a sixty (60) day notice of cancellation, non-renewal or material change to Tompkins County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Broker signature is not acceptable. Certificates of Insurance shall be submitted with the RFP/bid.



TOMPKINS COUNTY CERTIFICATE OF INSURANCE

BIDS CANNOT BE ACCEPTED NOR CAN WORK COMMENCE UNTIL THIS CERTIFICATE IS RECEIVED AND ACCEPTED BY COUNTY ADMINISTRATION

INSURED NAME ADDRESS CITY,ST ZIP	<i>INSURANCE CARRIER:</i> A B	A.M. BEST RATING:
PRODUCER NAME ADDRESS CITY, ST ZIP PHONE:	C D	

This certifies that the policies listed below have been issued and are in force at this time.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS (IN \$1,000)
	GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE FORM <input type="checkbox"/> OTHER	 (Certified copy of policy must be submitted if "other")			EACH OCCURRENCE \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV INJURY \$ FIRE DAMAGE (ANY ONE FIRE) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-HIRED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA				EACH OCCURRENCE \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				COVERAGE A STATUTORY COVERAGE B " EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$
	NYS DISABILITY				STATUTORY
	PROFESSIONAL LIABILITY OR ERRORS/OMISSIONS				\$
	OWNERS CONTRACTORS PROTECTIVE LIABILITY				
	OTHER				

Insurance Carriers providing liability coverages acknowledge that the above referenced contract constitutes an "Insured Contract" as defined in their policy. As required by said contract, the County of Tompkins and its officers, employees, agents and elected officials are included as Additional Insureds under each respective policy. Insurance Carriers warrant that no policy will be non-renewed, canceled, or materially changed without thirty (30) days advance notice to County Administration.

Certificate Holder:
TOMPKINS COUNTY ADMINISTRATION
125 EAST COURT STREET
ITHACA, NY 14850

PHONE (607-274-5548 FAX: (607) 274-5558
 JKippola@Tompkins-Co.Org

Authorized Representative

Signature _____

Name _____

Title _____ Date _____

Tompkins County Vendor Responsibility Questionnaire

VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR		<input type="checkbox"/> SUB-CONTRACTOR	
IDENTIFICATION NUMBER :		WEBSITE ADDRESS:	
VENDOR'S LEGAL BUSINESS NAME:		D/B/A – DOING BUISNESS AS: (if applicable)	
ADDRESS OF PRIMARY PLACE OF BUSINESS:		ADDRESS OF PRIMARY PLACE OF BUSINESS IN <i>NEW YORK STATE</i> (if different):	
TELEPHONE:		TELEPHONE:	
FAX:		FAX:	
AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:			
NAME:			
TITLE:			
TELEPHONE:			
EMAIL:			
LIST ALL OF THE VENDOR'S PRINCIPLE OWNERS:			
NAME:		TITLE:	
NAME:		TITLE:	
A DETAILED EXPLANATION IS RQUIRED FOR EACH QUESTION ANSWERED WITH A "YES", AND MUST BE PROVIDED AS ANO ATTACHMENT TO THE COMPLETE QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. YOU MUST NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
<p>1. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN THOSE LISTED ABOVE? List all other business name(s), Federal Employer Identification Number(s) or D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</p> <p style="text-align: center;"><input type="checkbox"/> YES <input type="checkbox"/> NO</p>			
<p>2. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:</p> <p>a) An elected or appointed public official or officer? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.</i></p> <p>b) An officer of any political party organization in Tompkins County, whether paid or unpaid? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i></p>			
<p>3. WITHIN THE PAST FIVE (5) YEARS HAS THE VENDOR, ANY INDIVIDUAL(S) SERVING IN A MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNER(S), OFFICER(S), MAJOR STOCKHOLDER(S), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <p>a) 1. Been suspended or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. Been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. Entered into an agreement to a voluntary exclusion from bidding/contracting; 4. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state, or federal government contract; 5. Been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 6. Had a local, state, or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>b) Been indicted, convicted, received a judgment against them or a grant of immunity for any business related conducting constituting a crime under local, state or federal including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? <input type="checkbox"/> YES <input type="checkbox"/> NO</p>			

<p>c) Been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. Federal, state or local health laws, rules or regulations. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>4. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied". <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>5. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) File any returns or pay any applicable federal, state or city taxes? Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>b) File returns or pay New York State unemployment insurance? Indicate the year(s) the vendor failed to file/pay the insurance and the current status of the liability. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>c) Property Tax Indicate the year(s) the vendor failed to file. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>6. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR IT'S AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR IT'S AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending, or have been closed. If closed, provide the date closed. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>7. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>8. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:</p> <p>a) Defaulted or been terminated on, or had its surety called upon to complete any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>

**TOMPKINS COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN#

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business:

Signature of Owner _____

Address:

Printed Name of Signatory _____

City, State, Zip

Title _____

Sworn before me this _____ day of _____, 20____;

Notary Public

Printed Name

Signature

Date

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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 ▶
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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:

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

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

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

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

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

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

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

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

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

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

Privacy Act Notice

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

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

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

NON-BIDDER/PROPOSER RESPONSE

PROPOSAL TITLE: _____

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

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

Vendor Name: _____

Contact Person: _____

Contact Email: _____ Phone: _____

Address: _____