MONTGOMERY COUNTY
TENNESSEE
PURCHASING

To: Prospective Vendors

From: Jane E. (Missy) Davis
Purchasing Agent

Attached you will find the "Vendor Information Form" for doing business with Montgomery County Government. Also is information containing general conditions and instructions for vendors. Please read this information and return the below forms to our office to be placed as an active vendor for Montgomery County Government.

*** The following forms contained in this packet must be returned.***

1. Vendor Information Request Form , page 1 & 2
2. Completed W-9 Form
3. General Conditions & Instructions to Vendors, page 12
4. Title VI Self Assessment Survey
5. Title VI Contract Assurance

If you have any questions pertaining to these forms please feel free to contact my office at 931-648-5720.

Thank you

350 PAGEANT LANE SUITE 101E • CLARKSVILLE TENNESSEE 37040
PHONE 931.648.5720 • FAX 931.553.5151

MONTGOMERY COUNTY
TENNESSEE
PURCHASING

VENDOR INFORMATION REQUEST FORM

(PLEASE TYPE OR PRINT)

MAIL THIS REQUEST FORM TO: Montgomery County Purchasing Office
P. O. Box 368
Clarksville, TN 37041-0368

CHECK ONE: Initial application_____ Revision_____

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1. VENDOR INFORMATION

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

BUSINESS NAME: _____

MAILING ADDRESS: _____

_____

CITY: _____ **STATE:** _____ **ZIP:** _____

PHONE: _____ **FAX:** _____ **EMAIL:** _____

REMITTANCE ADDRESS (if different): _____

_____

CITY: _____ **STATE:** _____ **ZIP:** _____

2. TAX INFORMATION

Please complete W-9 form attached

3. SERVICES/GOODS

(Please provide in this space the services or goods you wish to supply to Montgomery County)

1. _____ 5. _____
2. _____ 6. _____
3. _____ 7. _____
4. _____ 8. _____

4. CONTACT INFORMATION

PERSON & TITLE	PHONE #	E-MAIL ADDRESS

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

PRINT NAME: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

What Name and Number To Give the Requester

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

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

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

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

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

INFORMATION AND INSTRUCTIONS

PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE VENDOR INFORMATION FORM.

Persons or firms desiring to provide goods or services, or receive solicitation notices must complete and submit a Vendor Information Form. Montgomery County reserves the right to verify data submitted prior to completing the registration process.

Section 1. Vendor Information

Enter the correct name of business and the address where purchase orders, correspondence, etc. is to be sent.

Section 2. Tax Information

Please complete the W-9 form and return with packet.

Section 3. Service/Goods

Please list the goods and services that your organization provides.

Section 4. Contact Information

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

Signature

Information request form **must** be signed or it will be returned.

MONTGOMERY COUNTY

TENNESSEE

PURCHASING

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Vendor:

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

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

Conditions of Bidders:

1. **Bid/Proposal Forms** – Bids/proposals (hereinafter referred to as bids) shall be submitted only on the forms provided by Montgomery County, unless otherwise specified and must be typed or written legibly in ink.

2. **Withdrawal of Bids** – A written request for the withdrawal of a bid or any part thereof, shall be granted if the request is received by Montgomery County prior to the specified time of opening.

3. **Late Bids** – Bids received after the specified time of bid opening, will not be accepted.

4. **IMPORTANT. To be acceptable**, all bids/proposals must be presented on the "Invitation To Bidders" form, and each such bid/proposal must be carefully addressed and delivered to the Purchasing Agent, Montgomery County, Tennessee, 350 Pageant Lane, Suite 101-E, Clarksville, TN 37040, prior to the

5. bid/proposal opening. Bid/proposal envelopes must be **sealed** and **clearly** indicate the words, **"BID – (name of item)"** in the lower left corner of the envelope. Such bid/proposal delivered to other persons or locations or on another form will not be acceptable.

6. **Completeness** – All information required by an invitation to bid or request for proposals must be supplied to constitute a proper bid/proposal.

7. **Bids Binding After 30 Days** – Unless otherwise specified, all formal bids submitted shall be binding for 30 calendar days following bid opening date, unless the bidder, upon request of purchasing office, agrees to an extension.

8. **Conditional Bids** – Qualified bids are subject to reject in whole or in part.

9. **Payment Terms** – Payment discounts may be a consideration for evaluating a bid.

10. **Bids For All or Part** – Unless otherwise specified by the county or by the bidder, the county reserves the right to make an award on all items, or on any of the items according to the best interests of the county. Bidder may restrict his bid to consideration in the aggregate by so stating, but should name a unit price on each bid upon; any bid in which the bidder names a total price for all articles without quoting a price on each and every separate item, may be rejected at the option of the county. **All prices are to include shipping**.

10. **Errors in Bids** – When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes to bids must be initialed. Any alteration, erasure, addition to or omission of required information, change of the specifications or bidding schedule, is made at the risk of the bidder and may result in the rejection of the bid, unless such changes are authorized by the specifications.

11. **Questions Regarding Specifications** – Requests for interpretation of specifications and drawings shall be made to the person listed on the bid request or the Purchasing Agent.

12. **Response to Invitations** – In the event you cannot submit a bid on the requirements as set forth in the "Invitation to Bid" and specifications attached hereto, please return the invitation to Bid forms with an explanation as to why you are unable to bid on these requirements. It is necessary, periodically, to delete from our bidders list the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.

13. **Taxes** – Montgomery County is sales tax exempt.

14. **Catalogs** – Each bidder must submit in duplicate where necessary or when requested by the county; catalogs, descriptive literature, detailed drawings, fully detailing features, designs, construction, finishes, etc. necessary to fully describe the material or work he proposes to furnish.

15. **Competency of Bidder** – No bid will be accepted from, or contract awarded to any person, firm or corporation that is in arrears or is in default to Montgomery County upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous contract with Montgomery County. The bidder, if requested, must present within 48 hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities resources and adequate insurance to comply with the terms of these specifications and contract documents.

16. **Responsible Bidder** – Failure of a bidder to execute a purchase order awarded to him/her or to comply with any of the terms and conditions therein may disqualify him/her from receiving future orders.

17. **Business License** – You may be required to obtain a business license with Montgomery County Government or the City of Clarksville. Please contact the County Clerk's Office at (931) 648-5711 or the City Business Tax Office at (931) 645-7435.

Bid Deposit:

18. **Bid Bond, Certified or Cashier's Checks** – When required, each bid shall be accompanied by one of the following: a bid bond signed by a surety company authorized to do business in the State of Tennessee, a cashier's check, a certified check or any other direct obligation drawn on a bank doing business in the United State of America; these shall be made payable to "Montgomery County Trustee" for the amount stated in the bid.

19. **Performance Bond** – The successful bidder or bidders must furnish a performance bond if stipulated in the bid specifications. This bond shall be prepared on an approved form made out to Montgomery County and shall serve as security for the faithful performance of the contractual agreement. The surety thereon must be certified by such surety company or companies as are authorized and licensed to transact business in the State of Tennessee. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. In the event of failure or refusal to furnish the required performance bond, the successful bidder or bidders shall forfeit their bid deposit to Montgomery County as liquidated damages.

SPECIFICATIONS:

20. **Use of Trade Name** – The use of the name of a manufacturer, or of any special brand, model or make in describing an item or the use of detailed description specifications pertinent thereto, does not restrict bidders to that manufacturer or specific article or such detailed descriptive specifications; this means or method being used simply to indicate the character, or quality of the article desired; but the article on which bids are submitted must be of such character, quality and design as will serve the purpose for which it is to be used equally as well as that specified; must be the equal of the article described and equally suitable to the needs of the Government of Montgomery County. If bidding on other than the make, model, or brand specified or such detailed descriptive specifications, the manufacturer's name and catalogue reference, together with specifications therefore must be given or other information given **(CLEARLY STATED ON THE BID SHEET IN EVERY INSTANCE)** to enable the Purchasing Agent to determine its suitability, or otherwise. The Government of Montgomery County reserves the right, through the Purchasing Agent, to be the sold judge in such determinations. **WHEN NO REFERENCE IS MADE BY THE BIDDER TO THE MAKE OR GRADE PROPOSED TO BE FURNISHED IT IS UNDERSTOOD THAT THE SPECIFIC ARTICLE NAMED IN THE BID SHEET WILL BE FURNISHED.**

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

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

Award:

22. **Award or Rejection of Bids** – The contract will be awarded to the lowest responsive and responsible bidder, complying with all the provisions of the invitation, provided the bid price is reasonable and it is in the best interest of

Montgomery County to accept per TCA 5-14-108(f). The county reserves the right to reject any and all bids and to waive any irregularities in bids received whenever such rejection or waiver is in the interest of the county. Montgomery County also reserves the right to reject the bid of a bidder who previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.

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

A. The ability, capacity and skill of the bidder to perform the service required.
B. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
C. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
D. The quality or performance of previous contracts or services.
E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
F. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
G. The quality, availability and adaptability of the supplies, or services, to the particular use required.
H. The ability of the bidder to provide future maintenance and service for the subject of the contract.
I. Whether the bidder is in arrears to Montgomery County on a debt or contract or is in defaulter on surety to Montgomery County.
J. Such other information as may be secured having a bearing on the decision to make the award.
K. Consideration will be given to standardization, interchangeability and availability of parts.

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

23. **Notice of Acceptance** – A purchase order will be given to the successful bidder.

24. **Tie Binds** – If two or more bidders submit identical bids and are equally qualified; selection shall be made at the discretion of the county based on performance.

25. **Requirements Bid Quantities** – On "requirement" bids, acceptance will bind the county to pay for, at unit bid prices, only quantities ordered and delivered.

Contract Provisions:

(These provisions shall be a part of every contract)

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

27. **Contract Alterations** – No alterations or variations in the terms of a contract shall be valid or binding upon the county unless made in writing and signed by an agent of Montgomery County.

28. **Termination of Contracts** – Contracts will remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless terminated prior to expiration date by satisfactory deliveries of entire contract requirements.

29. **Subletting of Contracts** – It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contact or his right, title or interest therein, or his power to execute such contract to any other person, firm or corporation, without the previous written consent of the Purchasing Agent, but in no case shall such consent relieve the contractor from his obligations or change the terms of the contract.

30. **Default** – In the event of default, the county may award the contract to the next lowest bidder, if such bidder is willing to enter the contract, or may cover in the open market or may seek any other remedy, and may hold defaulting contractor liable for damages provided by law, including the cost of cover.

31. **Non-Liability** – The contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike or act of God, act of government, act of alien enemy or by any other circumstances beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may in his discretion, cancel the contract.

32. **New Goods, Fresh Stock** – All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.

33. **Non-Discrimination** – Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age or national origin, or handicap, or sex, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services, contractors and sub-contractors,

organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contact. (Titles VI, VII and IX of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act and the Age Discrimination Act of 1975)

34. **Guarantee** – Unless otherwise specified, the contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, or the guarantee period, whichever is longer, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the county are due to faulty design or installation, workmanship or materials, upon notification, the contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or shall replace the entire unit to complete the satisfaction of the county. These repairs, replacements or adjustments shall be made only on such a time as will be designed by the county at least detrimental to the operation of county business.

35. **Placing of Orders** – Orders against contracts will be placed with the contractor on a purchase order.

36. **Provision for Other Agencies** – Unless otherwise stipulated by the bidder, the bidder agrees when submitting his/her bid that he/she will make available to all county agencies and departments, the bid prices he/she submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid.

DELIVERY PROVISIONS:

37. **Deliveries** – **ALL** DELIVERIES MUST BE MADE ON WRITTEN ORDER OF THE PURCHASING AGENT. THE GOVERNMENT OF MONTGOMERY COUNTY ASSUMES **NO** LIABILITY FOR MERCHANDISE OR OTHER MATERIALS DELIVERED WITHOUT A WRITTEN ORDER OF THE PURCHASING AGENT.

38. **Responsibility of Materials Shipped** – The contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the contractor shall bear all the risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten (10) working days after date of notification, the county may return the rejected materials or supplies to the contractor at his/her risk and expense.

39. **Inspection** – Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the county for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

40. **Time of Delivery** – Deliveries shall be coordinated with the agency ordering the goods.

41. **Packing Slips or Delivery Tickets** – All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

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

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

42. **General Guaranty** – Contractor agrees to:

    A. Save the County, its agents and employees harmless from liability of any nature or kind for use of any copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee, or owner.
    B. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
    C. Furnish adequate protection against damage to all work and to repair damages of any kind, to building or equipment, to his own work or to the work other contractors, for which he/she or his/her workmen is responsible.
    D. Pay for all permits, license and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Tennessee and United States of America.

43. **Indemnity** – Contractor shall indemnify, keep and save harmless the County, it's agents, officials and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the County in consequence of the granting of the contact or which may in any way result therefore, if it shall be alleged or determined that the act was caused through negligence or omission of the contractor or his employees, or of the subcontractor or his employee, if any, the contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein.

44. **Collusive Bidding** – The agent of the bidding firm hereby certifies to the best of his knowledge and belief that this bid proposal to Montgomery County has not been prepared in collusion with any other seller of similar products, and the prices, terms and conditions of said bid proposal have not been communicated by the undersigned nor by any employee or agent of the bidding firm to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said bid. The affiant further states that no official or employee of Montgomery County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.

I have read the above and agree to the General Conditions and Instructions to bidders as set forth by Montgomery County Government.

COMPANY NAME: _____

REPRESENTATIVE: _____

SIGNATURE: _____

Tim Swaw
Human Resources
Director

MONTGOMERY COUNTY
TENNESSEE
HUMAN RESOURCES

P.O. Box 368 • 1 Millennium Plaza • Suite 111
Clarksville, TN 37040

Telephone
(931) 648-5715
Fax
(931) 920-1816

To: Montgomery County Government Bidders

From: Tim Swaw, Montgomery County Title VI Coordinator

Subject: Required Title VI Self Assessment

Accompanying this document is Montgomery County Government's *Title VI Self Assessment Survey* and a packet of information regarding Title VI of the Civil Rights Act. All bidders are required to complete and return the survey form as a part of the bidder/vendor application.

Title VI of the Civil Rights Act is the Federal law that prohibits discrimination based upon race, color or national origin in programs or activities that receive Federal assistance.

The information you provide will assist Montgomery County Government in its efforts to invite small businesses and businesses owned and operated by women and minorities to participate in the bidding process.

If you have questions, please feel free to contact me for assistance. I can be reached at tmswaw@mcgtn.net or (931) 648-5715.

TITLE VI SELF ASSESSMENT SURVEY

Date: _____

Business/Organization Name: _____

Address: _____

City, State, & Zip: _____

Chief Administrative Officer: _____

Title: _____

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

The following information is collected to ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964 as amended, and will be used in accordance with Federal law. The above information must be completed and returned to Montgomery County Government so that your organization's compliance efforts can be reviewed. We ask that you complete the following seven (7) questions, however, the submission of this data is voluntary.

1. What percent of your community population is considered racial minority?
   _____%

2. What is the minority composition of your governing board:

   Total # _____ Minority # _____ Female # _____

3. How are board members selected?

4. What is the length of board members' term of office? _____ months

5. If no female or racial minorities serve on your governing board, what steps will be taken to obtain diversified representation?

6. Does your organization have a written non-discrimination policy stating that services will be provided to all persons without regard to race, color or national origin? _____

7. Is Title VI information distributed to your employees? _____

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

President John Kennedy, 1963

FACT SHEET

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

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

THE TENNESSEE HUMAN RIGHTS COMMISSION

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

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

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

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

"No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." *42 U.S.C § 2000d*

WHAT IS COVERED BY TITLE VI?

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

* This is not an inclusive list

WHAT IS FEDERAL FINANCIAL ASSISTANCE?

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

HOW DOES TITLE VI APPLY TO PUBLIC POLICY?

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

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

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

Recipients and other parties that substantially affect program outcomes

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

WHAT TITLE VI DOES

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

WHAT TITLE VI DOES NOT DO

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

HOW TO FILE A COMPLAINT WITH HRC

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

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

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

INFORMATION

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

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

Contract Number

_____

TITLE VI CONTRACT ASSURANCE

It is the policy of Montgomery County Government not to discriminate on the basis of race, color, national origin, age sex, or disability in its hiring and employment practices; or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

Please Print:

_____
Contractor's Name

_____
Street Address

_____
City State Zip

_____
Contractor's Phone Number

I, _____, hereby agree to abide by the Title VI Regulations.

_____
Signature

_____
Date

For Title VI compliance, we ask for voluntary disclosure of the following information:

Ownership Type (please check all that apply):
- ☐ African American Owned Business
- ☐ Women Minority Owned Business
- ☐ Female Owned Business
- ☐ Native American Owned Business
- ☐ Hispanic Owned Business
- ☐ Asian Owned Business
- ☐ Disabled Owned Business
- ☐ All Others