



Bid Number 50 – 00114394

**PURCHASE OF FORKLIFT FOR THE JEFFERSON PARISH DEPARTMENT
OF SEWERAGE**

BID DUE: THURSDAY, SEPTEMBER 24, 2015 AT 2:00 PM

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received in the Purchasing Department by the bid due date and time.

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053**

**Buyer Name: Misty A. Camardelle
Buyer Email: mcamardelle@jeffparish.net
Buyer Phone: 504-364-2683**

SPECIFICATIONS

Yale Veracitor Pneumatic Tire Forklift Model GP080VX or equal.

Nominal 8000 lb. capacity at 24" load center. Veracitor trucks feature Industrial Grade Critical Components that maximize productive value and economic life of the lift truck. Rugged powertrains and cooling systems are designed specifically for tough lift truck applications. Highly reliable electrical systems provide sophisticated control of truck functionality leading to outstanding efficiency. Robust hydraulic systems and heavy duty masts provide excellent load moving capability. Truck frames provide optimal strength and rigidity, including maximum protection to internal components. Standard Equipment includes: Continuous Stability Enhancement System, Integrated Dashboard Display, Operator Restraint System, Operator Presence System (OPS) maintains stability of truck and is maintenance free, Low Fuel Indicator, Infinitely Adjustable Steering Column and Floor mat.

POWERTRAIN: Kubota 3.8L EPA Tier 4 Final Certified Turbo Diesel Engine provides excellent power, torque and fuel economy. Durability and reliability endures through a simple, yet robust industrial design. Techtronix 100X 2-speed Transmission features Controlled Power Reversal providing decreased tire replacement costs by reducing tire spin, Auto Deceleration System improving brake maintenance costs by reducing brake usage, Controlled Ramp Roll-Back for improved operator control, Electronic Inching improving operating costs by eliminating inching adjustments, and industrial grade clutch packs, gears, shafts and drive train components for exceptional durability.

Features a Premium (force-cooled) Wet Disc Brake design well suited for heavier duty, continuous or multi-shift operations. The Premium Wet Disc Brakes are fully contained within the axle which protects the brake from wet or dirty environments. The Premium Wet Disc Brakes utilize externally cooled and filtered oil to provide maximum brake service life. Cooler operating temperatures can result in enhanced tire life.

POWERTRAIN: Kubota 3.8L EPA Tier 4 Final Certified Turbo Diesel

MAST: 3 Stage Full Free Lift 173" Max Fork Ht / 86" Lowered / 53" Free Lift / 223" Ext Ht. (4415mm / 2171mm / 1359mm / 5662mm)

CARRIAGE: 48" (1219mm) Class III Hook

Class II Integral Sideshifter with fork positioner

ACCESSORIES: Carriage Side Thrust Rollers - Provides additional carriage side support for wide loads and attachments

FORKS: 2" X 5" X 48" (50X125X1219MM) Class 3

LOAD BACKREST EXTENSION: 48" High

MAST TILT: 6 Degrees forward / 6 Degrees back

HYDRAULIC VALVE : 4 Function (2 Aux)

HYDRAULIC CONTROLS: Cowl Mounted Levers for Non-Clamping Attachments.

HOSE GROUP: 2 Aux Function - Internal Mounted

HYDRAULIC ACCESSORIES: Attachment Extension Tubes - 1 Pair Compatible with Sideshift. Mounted on Left Side of Carriage

Premium Wet Disc Brakes (force-cooled)

UL APPROVAL: UL Type GS, LPS or DS

RADIATOR: Anti-Clog with Combi-Cooler provides separate engine and transmission coolers for maximum thermal efficiency

EXHAUST: Counterweight

TREAD : Drive Tire Wide Tread

DRIVE TIRES: Michelin XZM Radial 250/70 R15

STEER TIRES: Michelin XZM Radial Pneumatic 7.00 R12

OVERHEAD GUARD: Tall - 89" (GP80-90VX) or 91" (GP100-120VX)

STEERING WHEEL: Steering Wheel with Wheel Spinner Knob

ENGINE START: Keyswitch Start.

DIRECTIONAL CONTROL: LEVER

SEAT: Premium Full-Suspension Vinyl Seat, includes weight, lumbar and back tilt adjustment with over 3" (80mm) of suspension travel to provide maximum comfort for the operator while driving; 6" (150mm) of fore-aft seat travel to accommodate varied operators

SEAT ACCESSORY: No-Cinch Seat Belt with Black Fabric Belt. The non-cinching mechanism allows the belt to move with the operator and locks in place when needed. The Non-cinch belt is particularly comfortable for operations with frequent reverse operation.

INCHING CONTROL: Single Inch/Brake Pedal

AUDIBLE ALARM: Reverse direction activated. Self-adjusting between 82-102 dB(A).

VISIBLE ALARM: Amber LED Strobe Light, keyswitch activated, OHG Mounted - does not increase truck height (Low Mount).

LIGHTS: Dual LED Front Headlights/One LED Rear Work Light

LITERATURE: (Decals, Marking and Operator Manual): English

MONITORING: System Monitoring provides superb control over truck functionality and systems enabling maximum system efficiency for excellent durability and serviceability.

HOOD: Enclosed Engine Hood with Solid Side Panels

SAFETY ACCESSORIES: Rear Drive Handle with Horn Button. Mounted on right rear OHG leg.

Improves safety and driver comfort in reverse travel.

Operator Presence System (OPS)/ Continuous Stability System (non-hydraulic - Safety design to help to maintain stability of truck/maintenance free. **AUDIBLE ALARM:** Reverse direction activated.

VISIBLE ALARM: Amber LED Strobe Light, keyswitch activated, OHG Mounted - does not increase truck height (Low Mount).

LIGHTS: Dual LED Front Headlights/One LED Rear Work Light

SEAT: Premium Full-Suspension Vinyl Seat, includes weight, lumbar and back tilt adjustment with over 3" (80mm) of suspension travel to provide maximum comfort for the operator while driving; 6" (150mm) of fore-aft seat travel to accommodate varied operators

SEAT ACCESSORY: No-Cinch Seat Belt with Black Fabric Belt. The non-cinching mechanism allows the belt to move with the operator and locks in place when needed. The Non-cinch belt is particularly comfortable for operations with frequent reverse operation.

WARRANTY:

Standard Manufacturer's Warranty to be included with purchase.

Shipping and Local installation of Side shifting fork positioner (prevents operator from having to manually adjust forks)

DATE: 9/09/2015

INVITATION TO BID
THIS IS NOT AN ORDER

BID NO.: 50-00114394

JEFFERSON PARISH

Page: 1

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

BUYER: MCamardelle@jeffparish.net

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 9/24/2015 AND PUBLICLY OPENED THEREAFTER.

LATE BIDS WILL NOT BE ACCEPTED

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647.

All vendors submitting bids must register as a Jefferson Parish vendor if not already yet registered. Bidders may be required to furnish current W-9 Forms and respective Tax Identification Numbers within 10 days after bid opening if such information is not on file or not up to date. Registration forms may be downloaded from www.purchasing.jeffparish.net and clicking on Vendor Information.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing and fax them to the Purchasing Department at (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests. Questions may also be emailed to the buyer for this bid at the email address listed above. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

If the bid exceeds \$30,000.00 and the company is duly authorized to do business in the state of Louisiana, a corporate resolution must be submitted with the bid or the person signing the bid documents must be listed on the Louisiana Secretary of State's website as an officer of the corporation, unless bidder has otherwise complied with LSA-R.S. 38:2212(B)(5). If the bid is in excess of \$30,000 and bidder is registered out of the state of Louisiana, a corporate resolution must be submitted with the bid, unless bidder has otherwise complied with LSA-R.S. 38:2212(B)(5). Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. Bids submitted by Owner or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. Sole proprietors submitting bids for public works projects shall within 10 days after bid opening submit sole proprietorship certification.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. IN THE EVENT OF SPLIT AWARD, THE PURCHASING DEPARTMENT MAY CONTACT VENDORS TO REQUEST REQUIRED AFFIDAVITS. THOSE VENDORS WILL HAVE 10 DAYS FROM THE DATE OF NOTICE TO SUBMIT COMPLETE, SIGNED AND NOTARIZED AFFIDAVITS IN ORIGINAL FORMATS.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

Preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA-R.S.38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This Electronic Procurement System allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Please note requirements contained in this bid package for electronic bid submission.

Please visit the Purchasing Department webpage at <http://purchasing.jeffparish.net> to register and review Jefferson Parish solicitations.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

ADDITIONAL REQUIREMENTS FOR THIS BID

**PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE
CORRESPONDING INSTRUCTIONS BELOW.**

10, 13, 15

1. All bidders must attend the pre-bid conference in relation to this bid; attendance is mandatory. Failure to attend will prohibit a company from submitting a bid. Vendors arriving after the mandatory pre-bid conference begins will not be allowed to sign in as evidence of attendance.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise stated in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. Unless otherwise stated in the bid specifications, the successful bidder will be required to procure standard insurance policies evidencing Parish-mandated insurance requirements as indicated on the attached sheet. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected. JEFFERSON PARISH reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies). If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit and E-Verify Affidavit must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department on all solicitations for construction, alteration or demolition of public building or project, including but not limited to requirements found in LSA-RS 38:2212.9; LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1. Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Collusion Affidavit, and Campaign Contribution Affidavit must be completed, signed, notarized and submitted by low bidder with bid submission within 10 days after bid opening to the Purchasing Department. See LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1 Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled NON-PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.
16. Since a bid surety is required, bid response may not be faxed. Bid submission will only be accepted online or as delivered to the Purchasing Department, 200 Derbigny Street, Suite 4400, Gretna, LA 70053 by 11am on the bid due date. All sureties must be in original format (no copies).

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

DATE: 9/09/2015

Page: 5

BID NO.: 50-00114394

BID FORM
Non Public Works

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO ✓

MAXIMUM ESCALATION PERCENTAGE REQUESTED _____ %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF _____.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

December 2015

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: Daily Equipment Company

ADDRESS: 5450 Manes Blvd.

CITY, STATE: Harahan, LA ZIP: 70123

TELEPHONE: (504) 733-4950 FAX: ()

EMAIL ADDRESS: arussos@dailyeq.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: 1

NUMBER: 2

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ 46,933.52

AUTHORIZED SIGNATURE: AR

TITLE: Machine Sales Rep

Andrew Russo
Printed Name

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00114394

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	EA	PURCHASE OF FORKLIFT FOR THE JEFFERSON PARISH DEPARTMENT OF SEWERAGE 0010 - Yale Veracitor Pneumatic Tire Forklift with Class II Integral Sideshifter - With Fork Positioner Series: J813 Model no.: GP080VX		
	1.00	EA	Mitsubishi Pneumatic Tire Forklift with Class II Integral Sideshifter - with Fork Positioner Model No: FD40N1	\$46,933.52	\$46,933.52

CORPORATE RESOLUTION

Excerpt from the meeting of the board of directors of Daily Equipment Company Inc.

At the meeting of directors of Daily Equipment Company Inc. duly noticed and held on August 20, 2015, a quorum being there present, on motion duly made and seconded. It was:

RESOLVED that Thomas L. Clinton, Jr., be and is hereby appointed, constituted and designated as agent and attorney-in-fact of the corporation with full power and authority to act on behalf of this corporation in all negotiations, bidding, concerns and transactions with the Parish of Jefferson or any of its agencies, departments, employees or agents, including but not limited to, contracts and acts and to receive purchase orders and notices issued pursuant to the provisions of any such bid or contract, this corporation hereby ratifying, approving, confirming, and accepting each and every act performed by said agent and attorney-in-fact.

IT IS FURTHER RESOLVED that Andrew Russo, be and is hereby appointed as agent of the corporation with limited power and authority to act on behalf of the corporation in all biddings, negotiations, transactions, and concerns with the Parish of Jefferson or any of its agencies, departments, employees, or agents, but only to the extent authorized by Thomas L. Clinton, Jr.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the above dated meeting of the board of directors of said corporation, and the same has not been revoked or rescinded.

Daily Equipment Company Inc.

By: 
Paul J. Malak, Secretary

August 20, 2015
Date

QUOTATION



1859 Old Whitfield Rd
Pearl, MS 39208
(601) 932-6011

PREPARED FOR

Customer: Jefferson Parish Sewerage and Water
Address: 200 Derbigny Street
Gretna, La 70053

REFERENCE

Effective From: Monday, August 17, 2015
Effective To: Wednesday, September 16, 2015
Quote #: 209643
Account Manager: Andrew Russo
Direct Phone:
E-mail: arusso@dailyeq.com

Daily Equipment Co. Key Advantages

Daily Equipment Company offers training, per OSHA 1910.178, for a per class fee.

Consult with your Daily Equipment Company Sales Representative for cost information or to schedule a class.



FD40N1 - 8,000 lb. Capacity Tier 4 Final Compliant Diesel Pneumatic Tire Forklift

HIGHLIGHTS

Productivity

TB45 In Line 6-Cylinder EPA Compliant Engine (Gas & LPG)
Perkins 854 3.4L In Line 4-Cylinder Tier 4 Final Compliant Engine (Diesel)
- Diesel Oxidation Catalyst (DOC)
- Metallic, Maintenance Free Diesel Particulate Filter (DPF)
- No Urea Injection (SCR) Required
U.L. Approved Model
Two Speed Powershift Automatic Transmission (2 Forward, 1 Reverse)
Transmission Oil Cooler
Transmission Pressure Ports (Main, Torque Converter & Clutch)
Transmission Return To Neutral for Start

Reliability

Engine Protection System:
- Engine Coolant Temperature Cutback
- Transmission Oil Temperature Cutback
- Engine Oil Level Cutback (Diesel Models)
- Engine Oil Pressure Cutback (Gas & LP Models)
- Brake Fluid Level Monitoring
- Periodic Maintenance Alerts
Isolated (Rubber mounted) Key Components:
- Hydraulic Control Valves
- Transmission
- Engine
- Radiator
- Exhaust System
- Secondary Lift Cylinders on Mast
Heavy Duty Counterweight Grill
Hydrostatic Power Steering
Separate Brake and Inching Pedals
Fuel Injected Throttle Body (LPG)



Multi Port Fuel Injection (Gas)
Cyclone Air Filter
High Position Air Intake
Aluminum Core Corrugated Fin Radiator- 3 Row
Maintenance Free Battery
High Capacity Battery (Diesel 'N' models)
Anti-Restart Ignition Key Switch
Fully Insulated Steel Engine Hood
Drive and Steer Tires - Single Pneumatic, Air Filled
Vacuum Assisted Power Brakes
500 Hour Service Intervals
Quick and Convenient Daily Service Checks

Operator Comfort

Tilt Steering Column With Mechanical Quick Return
Elongated Grab Bar
Open Step with Anti Slip Plate
Electronic Direction Control
Cup Holder

Operator Protection

High Visibility Mast
Premium LCD/LED Display
- Travel Direction Indicator
- Combination Parking Brake and Fluid Level Warning
- Transmission Oil Warning
- Engine Oil Pressure Warning
- Seat Belt Reminder
- Diagnostic Warning
- Alternator (Battery Charging Status) Warning
- Low LPG Fuel Indicator (LPG Only)
- Fuel Gauge (Gas and Diesel)
- Transmission Interlock Indicator
- Mast Interlock Indicator
- Engine Coolant Temperature Gauge
- Combination Hour Meter & On Board Diagnostic Display
- Service Indicator Light
- Speedometer and Clock Display
- Operator Passcode Functionality (Option)
Integrated Presence System (IPS)
- Transmission Interlock Indicator
- Mast & Auxiliary Hydraulic Lockout
- Parking Brake Warning
- Seat Belt Reminder Warning
Parking Brake
One Rearview Mirror - Right Rear Overhead Guard Mounted (LPG and Dual Fuel Trucks)
Electronic Backup Alarm

For a complete truck add : Chassis, Mast and Forks

KEY FEATURES & BENEFITS

ENHANCED PERFORMANCE	These forklifts are available in a number of fuel types, but the constant across the board is that they are all built for maximum performance and fuel efficiency. The Perkins 854F diesel engine is turbocharged, allowing this truck to perform at optimal levels with 21.6% better fuel efficiency than the previous model.
STRENGTH AND DURABILITY	The rugged chassis of Mitsubishi forklift trucks is comprised entirely of steel ensuring that it will thrive in the most demanding of applications.



FD40N1 - 8,000 lb. Capacity Tier 4 Final Compliant Diesel Pneumatic Tire Forklift

INTEGRATED PRESENCE SYSTEM	The IPS ensures that the operator is operating the forklift how it is supposed to be. Full transmission and hydraulic function lockout, accompanied by audible alarms, make sure that potential risks in operating the forklifts are kept to a minimum.
REDUCED EMISSIONS	All Mitsubishi forklift trucks meet all EPA/CARB emissions regulations with maintenance free emissions systems. This allows the operator to work in an environment with cleaner air while focusing on the job, instead of worrying when they will need to stop the forklift and assist in the regeneration process.
PREMIUM LED/LCD DISPLAY	The standard premium display allows the operator to keep all of the systems of the forklift in check. If there is anything wrong, the operator is notified through one of the many icons that monitor truck performance. This helps prevent more damage to the truck and can help prevent excessive downtime.

CONFIGURATION

CHASSIS	1	8,000 lb. Capacity Tier 4 Final Compliant Diesel Pneumatic Tire Forklift
RATINGS & STANDARDS	1	UL Approved
MAST	1	174.0" MFH / 85.0" OAL / 37.0" FFH Triplex
CARRIAGE	1	47" Wide Carriage
LOAD BACKREST	1	48" High Load Backrest Extension
OVERHEAD GUARD	1	90.5" Standard Overhead Guard
SEAT	1	Comfort (Non-Suspension) Vinyl Seat with Orange Seatbelt
WARNING / LIGHT OPTIONS	1	2 Forward LED Working Lights - OHG mounted
WARNING / LIGHT OPTIONS	1	Electronic Back-up Alarm
LANGUAGE MARKINGS	1	English Language Markings North/South America
HYDRAULIC ACTIVATION	1	4-Section Valve with Cowl Mounted Levers
HYDRAULIC HOISING OPTIONS	1	Dual Function Internal Hosing - Triplex Mast
DRIVE WHEELS / TIRES	1	Solid Pneumatic Single Drive Tires
STEER WHEELS / TIRES	1	Solid Pneumatic Steer Tires
PRODUCTIVITY OPTIONS	1	Steering Wheel Knob
PRODUCTIVITY OPTIONS	1	Rear Grab Handle With Horn Button
WARNING / LIGHT OPTIONS	1	Rear LED Working Light
WARNING / LIGHT OPTIONS	1	Amber Strobe Light - Mounted Below OHG
	1	Rightline Sideshifting Fork Positioner (Forks Included)
	1	Capacity Plate

WARRANTY

FD40N1 Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months/4000 Hours Powertrain

SPECIFIED EQUIPMENT INVESTMENT

<u>REF.</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>	<u>ACCEPTED</u>
FD40N1	1	MIT 8,000 lb. Capacity Tier 4 Final Compliant Diesel Pneumatic Tire Forklift	\$46,933.52	\$46,933.52	
SPECIFIED INVESTMENT TOTAL: 1 UNITS				\$46,933.52	PLUS TAX

(16-20 Week Lead Time)

ACCEPTANCE AS CONTRACT OF SALE

Authorized agent understands and agrees to terms as set forth in "Terms For Acceptance of Proposal and Attachments"

Jefferson Parish Sewerage and Water

Daily Equipment Co.

Authorized Agent Signature_____
Authorized Agent Signature_____
Date Signed_____
Date Signed_____
Printed name_____
Andrew Russo
Printed name_____
Title/Position_____
Machine Sales Representative
Title/Position_____
Customer Purchase Order Number

Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.

1. **EXECUTION OF OTHER DOCUMENTS.** If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases and other documents as Seller may require to evidence and secure the Total Time Pay Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due shall, at Seller's election, be immediately due and payable; together with interest as provided below from the date demand is made by Seller.
2. **RISK OF LOSS; INSURANCE.** The equipment shall at all times after delivery to purchaser, Purchaser's agent, or a transportation company for delivery to purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage, and from such other insurable perils as Seller may require, in an amount not less than the Net Balance Due or Amount to be Financed shown above, will loss hereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole discretion. Purchaser may furnish the required insurance through an existing policy or through an insurance agent selected by Purchaser. Seller may refuse to accept any insurance offered by Purchaser of reasonable cause. Any insurance offered through Seller or an affiliate of Seller is offered only as a convenience to Purchaser and so not required.
3. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Purchaser understands and agrees that Seller is not the manufacturer of the equipment described on this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation.
New products are sold subject to the terms of the applicable manufacturer's warranty. Purchaser hereby acknowledges receipt of any applicable manufacturer warranty or warranties identified on this order.
Seller assumes no responsibility for such warranties.
Seller will cooperate with Purchaser in seeking to obtain adjustments from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect of defects on the equipment, or for any failure of the equipment to operate as warranted, or for and loss or damage to or caused by the equipment.
With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects excepts as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller.
The forgoing provisions are in lieu of all other warranties, express, or implied. Seller hereby disclaims, and Purchaser hereby waives, and warranty of MERCHANTABILITY or fitness for any particular purpose and any other warranty or obligation of Seller to Purchaser on account of any defect in or any failure or insufficiency of the equipment. In no event will Seller be liable for any special or consequential damages sustained by Purchaser, even if Seller had reason to know of them.
Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort--whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory if tort liability--for an action of failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.
4. **PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE.** Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered on demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.
5. **SELLER'S RESERVATION OF TITLE.** Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due and payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due, Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.
6. **INTEREST AFTER DEFAULT.** After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.
7. **COLLECTION COSTS.** Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.
8. **ARBITRATION OF DISPUTES.** Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in Federal Arbitration Act, 9 U.S.C.1. Purchaser and Seller agree that all disputes, controversies or claims of any kind and character whatsoever arising out of or related to this order, the equipment, the transaction evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to the binding arbitration held in Jackson, Mississippi in accordance with the Commercial Arbitration Rules of the American Arbitration Association.
Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitrator shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The foregoing does not affect the right of either party to seek a judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any controversies and claims counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolved by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.
9. **NO ADDITIONAL OR DIFFERENT TERMS.** If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgment, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different proposed by Purchaser.
10. **INDEMNITY.** Customer agrees to indemnify and hold Company harmless against and all claims, demands, or suits (including costs of defense, attorney's fees, expert witness fee, and all other costs of litigation) for any and all bodily injury, damage or loss is caused in whole or in part by negligence, which arise out of result from, or relate to the use, operation, condition or, presence of the equipment except where such injury, damage or loss is caused solely by the Company.



JEFFERSON PARISH

DEPARTMENT OF PURCHASING

WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

BRENDA J. CAMPOS
DIRECTOR

September 22, 2015

ADDENDUM # 1

Bid No.: 50-00114394

Bid Opening Date: September 24, 2015
Bid Opening Extended Date: October 6, 2015

For: Purchase of Forklift for the Jefferson Parish Department of Sewerage

CLARIFICATIONS.

Question 1: Does the 8000lb Forklift need to be "UL Approved"?

Answer: Yes the 8000lb forklift has to be "UL approved ".

Question 2: Do the headlights need to be LED or can they be standard lights?

Answer: It needs to have LED lights instead of standard lights.

This Bid is being extended until 2:00pm on October 6, 2015.

Sincerely,

A handwritten signature in blue ink that reads "Misty A. Camardelle".

Misty A. Camardelle, Buyer II
Jefferson Parish Purchasing Department

Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form as indicated. Failure to do so will result in bid rejection.

This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.

Updated: September 22, 2015



JEFFERSON PARISH

DEPARTMENT OF PURCHASING

WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

BRENDA J. CAMPOS
DIRECTOR

September 24, 2015

ADDENDUM # 2

Bid No.: 50-00114394

Bid Opening Date: October 6, 2015

For: Purchase of Forklift for the Jefferson Parish Department of Sewerage

CLARIFICATIONS, REVISIONS.

Question: Does the forklift need to be UL Rated (D) Diesel or (DS), which is Diesel Safety Rated?

Answer: The specifications call for UL rated gas or diesel. This specification is being revised to require UL rated diesel.

Sincerely,

A handwritten signature in blue ink that reads "Misty A. Camardelle".

Misty A. Camardelle, Buyer II
Jefferson Parish Purchasing Department

Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form as indicated. Failure to do so will result in bid rejection.

This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.

Updated: September 24, 2015

**Request for Taxpayer
Identification Number and Certification**

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

Name (as shown on your income tax return) Daily Equipment

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
P.O. Box 98209
City, state, and ZIP code
Pearl MS 39208

Requester's name and address (optional)

List account number(s) here (optional) # 25636

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

--	--	--	--	--	--	--	--	--	--

Employer identification number

6	4	-	0	9	1	2	0	7	1
---	---	---	---	---	---	---	---	---	---

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), and
 - 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 ▶

Phonda Myers

Date ▶ 4-29-14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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 business in which the 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.

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.

[e-services](#)[Online Tutorials](#)[Mailbox](#)[Sign Out](#)[Contact Us](#)

Interactive TIN Session:Interactive Results

This screen provides you with the results of your TIN Match request. The 'Match Indicator' displays a code next to the TIN and name combination. Use the codes below to interpret your results:

- 0 = TIN and Name combination matches IRS records.
- 1 = TIN was missing or TIN not 9-digit numeric.
- 2 = TIN entered is not currently issued.
- 3 = TIN and Name combination does not match IRS records.
- 4 = Invalid TIN Matching request.
- 5 = Duplicate TIN Matching request.
- 6 = TIN and Name combination matches IRS SSN records.
- 7 = TIN and Name combination matches IRS EIN records.
- 8 = TIN and Name combination matches IRS SSN and EIN records.

Important: Before leaving this screen, you may want to do a Print Screen of the results. Once you exit this screen, the interactive results will no longer be available for viewing.

Using the TIN Matching system allows you to verify the accuracy of taxpayer TIN and name information prior to submitting information to IRS. Internal Revenue Code 6724 provides any penalties under Section 6721 may be waived if the filer shows the failure to file a correct TIN on an information return was due to reasonable cause and not willful neglect. Filers may prove due diligence and receive a waiver from proposed penalties if they prove the TIN and name combination they submitted matched IRS records. Providing a copy of the Print Screen of your Interactive Results will be considered proof of due diligence.

ID	TIN Type	TIN	Name	Result Code
1	Unknown	631049365	BAY FIRE PRODUCTS INC	7
2	Unknown	840915605	PCL CIVIL CONSTRUCTORS INC	7
3	Unknown	462538292	EDUCATIONAL HOLDINGS LLC	7
4	Unknown	640712071	DAILY EQUIPMENT	7
5	Unknown	210652304	BABE RUTH LEAGUE INC #22857	7

You may do either of the following:

- Select *Another Tin Matching Request* to check more TIN and Name combinations.
- Select *Done* to return to the TIN Matching home page.

[ANOTHER TIN MATCHING REQUEST](#)[DONE](#)

[IRS Privacy Policy](#) | [Privacy Notice](#)
tin-match-rup-webapp (version R-14.1.1)