

## ITB SPC#01-14-15

Introduction: The College is seeking Custodial Supplies for all of our Campuses/sites.

Please review the checklist below to ensure all required forms have been completed. If they are not completed at the time the bid is opened it could result in your bid being rejected.

- Page 16 – Bid Tender\Qualification Statement
- Page 18 – Anti Collusion Statement
- Page 20 – Identical Tie Bids
- Page 21 – Bid Certification
- Page 22 – Minority and Woman Owned Business Declaration (if applicable)
- Page 23 – A completed W9

### Frequently Asked Questions

#### **When will the bids be awarded?**

The bid will generally be awarded within 72 hours of the submission date. This allows us adequate time to analyze the bids and determine which one is in the best interest of the College.

#### **Where can we view the bid results?**

The bid results can be viewed on the purchasing page found at <http://www.spcollege.edu/purchasing>

#### **Where do we send questions regarding the bid?**

All questions pertaining to the bid should be directed to Paul Spinelli via email at [Spinelli.paul@spcollege.edu](mailto:Spinelli.paul@spcollege.edu)

#### **Where do we submit our bid?**

All bids should be submitted to the St. Petersburg College Purchasing Office located at:

EpiCenter Services Building  
14025 58th St. North  
Clearwater, FL 33760

**Invitation to Bid**

**SPC 01-14-15 Custodial Supplies**

**St. Petersburg College**

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**SPC**

**Due on**

**July 17 2014 @ 2:00 pm**

## Table of Contents

<b>GENERAL CONDITIONS .....</b>	<b>4</b>
<b>BIDDING AND AWARD PROCESS .....</b>	<b>11</b>
<b>INSURANCE REQUIREMENTS .....</b>	<b>12</b>
<b>BID SPECIFICATIONS .....</b>	<b>13</b>
<b>BID TENDER/CONTRACTOR'S QUALIFICATION STATEMENT .....</b>	<b>16</b>
<b>ANTI-COLLUSION STATEMENT .....</b>	<b>18</b>
<b>STATEMENT OF NO BID .....</b>	<b>19</b>
<b>IDENTICAL TIE BIDS - SPECIAL CONDITIONS .....</b>	<b>20</b>
<b>BID CERTIFICATION.....</b>	<b>21</b>
<b>MINORITY AND WOMAN OWNED BUSINESS DECLARATION .....</b>	<b>22</b>
<b>W9 .....</b>	<b>23</b>

## ***GENERAL CONDITIONS***

**Bidders:** To insure consideration of the bid, follow these instructions.

**SEALED BIDS:** Bids shall be prepared in duplicate. Bidders shall submit one (1) original and (1) copy of their bid. Each submittal must be complete with all supporting documentation. The number of the bid and the date of opening shall be shown on the envelope containing each bid. Bidders must show their name and address on the envelope. All bids are subject to the conditions specified herein and in the attached documents.

Completed bid must be submitted sealed in an envelope. Telegraphic bids will not be accepted.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided. Failure to properly sign the bid may invalidate same, and it may not be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed may not be tabulated. The original conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letterform, signed by bidders and attached to the bid.
2. **BID PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a response to this ITB.
3. **BID OPENING:** The bid opening will be open to the public on the date and time specified above. All bids received after that time shall be returned, unopened. The College will not be responsible for late deliveries or delayed mail. It is the bidder's sole responsibility to assure that his/her Bid is complete and delivered at the proper time and place of the bid opening. **Bids by email, facsimile, telegram or telephone will not be accepted.** Bids may not be altered in any way by the bidder after opening of the bids.
4. **NO BID:** If not submitting a bid, please respond by returning one copy of the "No Bid" form, marking it "NO BID", and explain the reason.
5. **DELAYS:** The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so.

6. **REVISIONS AND AMENDMENTS:** The right is reserved, as the interest of the college may require, to revise or amend the specifications prior to the date set for opening of the bid, such revisions and amendments, if any, will be announced by an addendum to the bid. If the revisions and amendments are of a nature which require material changes in quantities or prices, the date set for the opening of the bid may be postponed by such number of days as in the opinion of the Director of Procurement will enable bidders to revise their bid. In such cases the addendum will include an announcement of the new bid opening date. The bidders shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their bid.
  
5. **CONFLICT OF INTEREST:** The person or firm submitting a bid is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the College. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.  
  
In accordance with Section 112.313(3), Florida Statutes, no College officer or employee acting in a private capacity may rent, lease, or sell any realty, goods or services to the College, unless the transaction is otherwise exempted under Section 112.313(12), Florida Statutes. Therefore, any vendor who is a College employee or who has an interest in the vendor's firm, and the transaction is not otherwise exempted, cannot contract with the College to provide the services set forth in this ITB.
  
6. **DISQUALIFICATION:** Any or all bids will be rejected if there is reason to believe that collusion exists between bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.
  
7. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the Unit Price quoted will govern. All prices are F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of

satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

- a) **TAXES:** The College does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use tangible personal property in the performance of contracts for the improvement of the College owned real property as defined in chapter 192 of the Florida Statutes.
- b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In the event of extension error(s), the unit price will prevail and the bidder's extension and total offer will be corrected accordingly. In the event of additional error(s), the unit price and extension thereof will prevail and the bidder's total offer will be corrected accordingly.
- c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) and that all containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- d) **BIDDER'S CONDITIONS:** The Board, College President or designee specifically reserves the right to reject any conditional bid.

- 11. EQUIVALENTS:** If bidder offers makes of equipment or brands of supplies other than those specified in the following bid form, they must indicate so on their bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications

as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

12. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder
13. **SAMPLES:** Samples of items when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days. Each individual sample must be labeled with the bidder's name, bid number, and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department. In addition the College reserves the right at any reasonable time to inspect the bidder's facilities in order to determine that bidder has a bona fide place of business and is a responsible bidder.
14. **SUBSTITUTIONS:** The College **WILL NOT** accept substituted shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded by the College. Any substitute shipments will be returned at the bidder's expense. The bidder shall bear sole responsibility for any and all costs of claims arising from any changes, adjustments, or deviations not properly executed as herein.
16. **AWARDS:** In the best interest of the College, the Board/President or designee reserves the right to reject any and all bids and to waive any irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards as a result of this bid shall conform to applicable Florida Statutes. Recommendation for award will be made for lowest, responsive, responsible bidder and in the best interest of the College. The College also reserves the right to award by individual item, group of items, "All or None" or any combination thereof with one or more suppliers.
17. **IDENTICAL OR TIE BIDS:** In the event two (2) or more proposers submit the exact dollar amount as their proposal offer, the following criteria, in order of importance, shall be used

to break the tie: (1) Drug Free Work Place, (2) Florida proposers, (3) Bidder's place of business is within Pinellas County, (4) or by flip of coin, when all other factors are equal.

18. **DISPUTES & PROTESTS:** In any case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the College shall be final and binding on both parties. Failure to file a protest within the prescribed in FS 120.57(3) shall constitute a waiver of proceedings under chapter 120, Florida Statutes.
19. **ACCEPTANCES, REJECTION AND TERMINATION:** The College reserves the right to reject all bids, to waive any informalities and technicalities, and to solicit and re-advertise for new bids, or to abandon the project in its entirety. The College reserves the right to make the award to that bidder who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College's opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of proposer's in order to make a determination as to the foregoing.
20. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required making delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be between 3:00 pm but no later than 4:30 pm, Monday through Friday, excluding holidays.
21. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto the College property to deliver materials or perform work or services as a result of a bid award, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The bidder shall be liable for any damages or loss to the College occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.
22. **INDEMNIFICATION:** The bidder shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, or any of them, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the bidder or other person utilized by the bidder in the performance of the work.
23. **PUBLIC ENTITY CRIMES:** No award will be executed with any person or affiliate identified



on the Department of Management Services "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category Two with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the ITB proposal forms, the bidder attests that they have not been placed on the "Convicted Vendor List".

24. **ANTI-DISCRIMINATION/EQUAL OPPORTUNITY:** The bidder certifies that he or she is in compliance with the nondiscrimination clause in Section 202, Executive Order 11246, as amended by executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, ethnicity, religion, sex, age, national origin, marital status, sexual orientation, gender identity, genetic information, or against any qualified individual with disabilities in its employment practices.
25. **OSHA:** The bidder warrants that the product(s) supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. (MSDS Statement)
26. **DRUG FREE WORKPLACE:** Whenever two or more bids which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a bid received that has completed the Drug Free Workplace form, certifying that it is a drug free workplace, shall be given preference.
27. **INTERPRETATIONS:** All bidders shall carefully examine the ITB documents. Bidders are expected to examine the terms and conditions, specifications, Scope of Work, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Any questions concerning conditions and specifications should be submitted to the Purchasing Department in writing via fax or email no later than the date specified in the attached Schedule of Events. Please fax or email your questions to Paul Spinelli at 727-444-6653 or [Spinelli.paul@spcollege.edu](mailto:Spinelli.paul@spcollege.edu). Any interpretation of or changes to the ITB will be made in the form of a written addendum to the ITB and will be furnished to all bidders.
28. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results as part of

any commercial advertising without prior approval of the College.

29. **PUBLIC RECORDS:** Upon award or thirty (30) days after opening, whichever is earlier, bids become “public records” and shall be subject to public disclosure consistent with chapter 119.07(3) (m), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the bid, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record [FS 119.07 (3) (t)]
31. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
32. **CONTRACTUAL AGREEMENT:** This Invitation to Bid shall be included and incorporated in the final contract or purchase order. The order for contract precedence will be the contract (purchase order), bid document and response. Any and all legal actions associated with this Invitation to Bid and/or the resultant contract (purchase order) shall be governed by the laws of the state of Florida.
33. **SUBMITTAL:** This Bid must be submitted by July 17th, 2014 @ 2:00pm. All sealed bids will not be opened until then.

Bid Number: SPC 01-14-15 Custodial Supplies  
Do Not Open Until: July 17th, 2014 @ 2:00p.m.  
Bids Will Be Opened In: Purchasing

**Send Bid to:**

Paul Spinelli, Director of Procurement and Asset Management  
St. Petersburg College  
Epi Services Building  
14025 58<sup>th</sup> St. North  
Clearwater, FL 33760

## **BIDING AND AWARD PROCESS**

### **1. Award**

- A. Recommendation for award shall be made for lowest, responsive and responsible bidder. The right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids received, and may at its sole discretion, request a re-bid or abandon the project in its entirety. Bidders are cautioned to make no assumption until St. Petersburg College has entered into a contract or issued a purchase order.

### **2. Extension of Time for Acceptance**

- A. St. Petersburg College reserves the right to extend the time period of acceptance of the bids submitted, including all terms and conditions of the ITB documents.

### **3. Schedule of Events**

Time	Day/Date	Description
	Tuesday 7/1/14	ITB 01-14-15 Issued
3:00 PM	Tuesday 7/8/14	Final day to submit questions pertaining to this ITB. Please email all questions to <a href="mailto:Spinelli.Paul@spcollege.edu">Spinelli.Paul@spcollege.edu</a>
2:00 PM	Thursday 7/17/14	ITB Deadline. Deliver sealed proposals to the purchasing office located at: EpiCenter Services Bldg. 14025 58th St. North Clearwater, FL 33760
	Monday 7/21/14	Recommendation to Award:

## INSURANCE REQUIREMENTS

TYPE OF POLICY	AMOUNT REQUIRED
A) Workmen's Compensation	Statutory
B) Comprehensive General Liability Insurance to include but not limited to: Consumption or use of products; Existence of equipment or machines on location; & contractual obligations to Customers.	
(1) Bodily Injury Liability Insurance	\$1,000,000 Each Person \$1,000,000 Each Occurrence \$2,000,000 Aggregate
(2) Property Damage Liability	\$100,000 Each Occurrence \$300,000 Aggregate
(3) Comprehensive Automobile Liability Insurance	
(a) Bodily Injury Liability	\$500,000 Each Person \$500,000 Each Occurrence
(b) Property Damage Liability	\$500,000 Each Occurrence
Single limit Bodily Injury and/or Property Damage	\$500,000 each Aggregate

As to any insurance required herein, a certified copy of each of the policies or Certificates of Insurance evidencing the existence thereof, or binders, shall be delivered to the College's designated representative within five (5) days before Vendor begins services on the College's premises. In the event any binder is delivered, a certified copy of the policy or a Certificate of Insurance shall replace it within thirty (30) days in lieu thereof. Each such copy of a certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the College's representative. This Agreement may be subject to immediate termination, at the Colleges discretion, in the event that vendor fails to maintain or comply with any of the Insurance requirements set forth herein.

- C) This Agreement shall be governed by and interpreted in accordance with any applicable federal laws and the laws of the State of Florida. In the event of any legal or equitable action arising under this Agreement or in connection therewith, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Pinellas County, Florida and the parties specifically waive any other jurisdiction and venue.

### ***BID SPECIFICATIONS***

- I. General- The purpose of this bid is to establish the cost of the required Custodial Supplies, as specified. Bid only on the brands specified due to College standardization of Custodial Supplies.
- II. Technical-
  - A. The following Custodial Supplies are required:

Item #	Manufacturer/ Brand	Product #	Description	Estimated Annual Usage
1			Recharge, Floor Restorer, Eco-Logo Certified, 4 Gal/Case (Or Equal)	50 Cases
2			Pumice Scour Sticks 12/Case	10 Cases
3			White Roll Paper Towel, 800', 100% Recycled, Green Seal Certified, 12 Roll/Case	1500 Cases
4			Latex Synthetic Gloves, (Sizes Needed: Small, Medium, Large, Extra Large) Non Powered, 100/Boxes/10box/Case	100 Cases
5	Triple S		Furniture Polish 12/Case	25 Cases
6			33x40 Liner, 11 Micron 500/Case	400 Cases
7			24x24 Liner, 6 Micron 1000/Case	200 Cases
8			40x46 Heavy Duty Liner (Black), 1.5 Mil, 100/Case	250 Cases
9			20" Black Strip Pads	100 Each
10			20" Gorilla Pads (Natural Fiber)	100 Each
11			20" Green Scrub Pads	100 Each
12			20" Red Buff Pads	100 Each
13			20" White Hi Performance Pads	100 Each

- B. All items that have a brand specified or designated the product being bid must meet or exceed the specifications. This designation is not meant to limit competition. Rather, it is necessary because of the standard adopted by the College for the category of commodity.
- C. Samples and specifications must be provided for products that are being bid for items that are not the brand specified in order to determine equivalency. State the brand being bid as the equivalent product.

All regular size orders will be delivered within five (5) working days. If a large order is placed ten (10) working days will be allowed. Permission from Angelo Rivera, Manager of Custodial and Landscape Services, must be obtained for any circumstances that require delivery outside of this requirement. All orders will be shipped in its entirety and no back orders will be allowed under any circumstances.

- D. Vendor must call Angelo Rivera, Manager of Custodial and Landscape Services, at 727-341-3281 or email him at [rivera.angelo@spcollege.edu](mailto:rivera.angelo@spcollege.edu) once an order has been shipped so he can inform the Site Leader. Delivery times should be between 3pm and no later than 4:30pm.
- E. The quantities are our best estimate for one year of usage. The estimated quantities are not a guarantee to purchase that amount of product. The estimates are provided as a guide to help you formulate your pricing structure. Actual quantities for each item may be more or may be less.
- F. The initial contract period will be on or about July 31, 2014 through June 30, 2015. By mutual consent of the College and the Contractor the contract may be renewed after the initial period for an additional four (4) years, one year at a time. **Prices shall be firm for the initial year.** Price increases in renewal years shall not exceed the annual rate of inflation as determined by the Consumer Price Index for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics or any successor or substitute index appropriately adjusted, as of the last day of April in any renewal year.
- G. The Contractor(s) will be issued a blanket purchase order for the initial contract year on or about July 31, 2014. New purchase orders will be issued in subsequent renewal periods. Orders for supplies will be placed, as needed, with the Contractor against this purchase order by the College for the following College sites located as follows:

Allstate Center 3200 34 <sup>th</sup> Street South St. Petersburg, FL 33711	Health Education Center 7200 66 <sup>th</sup> Street North Pinellas Park, FL 33781
Clearwater Campus 2465 Drew Street Clearwater, FL 33765	Seminole Campus 9200 113 <sup>th</sup> Street North Seminole, FL 33772
Downtown Center 244 2 <sup>nd</sup> Avenue North St. Petersburg, FL 33701	St. Petersburg/Gibbs Campus 6500 5 <sup>th</sup> Avenue North St. Petersburg, FL 33710
Epi Center Services Building 14025 58 <sup>th</sup> Street North Clearwater, FL 33760	Tarpon Springs Campus 600 Klosterman Road Palm Harbor, FL 34689

The right is reserved to add additional sites during the initial contract term or any extension thereof.

- H. Indicate if dispensing systems will be provided for the chemicals, if needed. If not, provide a separate cost for dispensers under "Other Costs" space on the Bid Tender.
- I. All containers of chemicals including drums and extra containers shall be labeled with the product name, the MSDS information and the EPA registration number.
- J. Submit with your bid a copy of the current MSDS for chemical products and product descriptions, including brand name and number for all items you are bidding on.
- K. You may bid on all or any part of this bid. A recommendation for bid award may be made on the basis of a split between several vendors, unless one vendor is the low bidder on all items.
- L. The College reserves the right to terminate any contract arising from this in the event of unsatisfactory service or of product delivered that does not meet specifications upon written notice provided to the Contractor via Certified Mail describing the deficiencies in service or product.

Upon receipt of the written notice, the Contractor must correct all deficiencies noted within fifteen (15) working days to the satisfaction of the College's immediate termination of the contract at the College's election.



St. Petersburg College  
P.O. Box 13489  
St. Petersburg, FL 32773-3489

**ST. PETERSBURG COLLEGE  
INVITATION TO BID #SPC 01-14-15  
for  
Custodial Supplies**

**BID TENDER / CONTRACTOR'S QUALIFICATION STATEMENT**

The undersigned, having carefully read the general terms, conditions and specifications of Bid No. 01-14-15 SPC for Custodial Supplies, hereby submits bid pricing for the products on the attached sheet. Bidders should enter all information requested in the table attached. Enter the Unit Price for each item. The Unit Price should be multiplied times the Estimated Annual Usage to calculate the Extended Total for each item. All prices shall remain fixed for the contract period and shall include **ALL** freight and handling charges, F.O.B. Destination. If a substitute brand is allowed and a substitute is being bid those products must have the brand specified and the specifications must be submitted with the bid. It is the bidder's responsibility to provide documentation to satisfy the College that the product bid is an equivalent product.

**DATE:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

**BY:** \_\_\_\_\_

*Authorized Signature*

\_\_\_\_\_  
*Printed/Typed Name  
of Signature*

**TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE/FAX:** \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_



Item #	Manufacturer/ Brand	Product #	Description	Quantity Per Case	Estimated Annual Case Usage	Price Per Case/ Each	Extended Total	Other Costs
1			Recharge, Floor Restorer, Eco-Logo Certified, 4 Gal/Case (Or Equal)		50		\$0.00	
2			Pumice Scour Sticks 12/Case		10		\$0.00	
3			White Roll Paper Towel, 800',100% Recycled, Green Seal Certified, 12 Roll/Case		1500		\$0.00	
4			Latex Synthetic Gloves,(Sizes Needed: Small, Medium, Large, Extra Large) Non Powered, 100/ Boxes/10box/Case		100		\$0.00	
5	Triple S		Furniture Polish 12/Case		25		\$0.00	
6			33x40 Liner, 11 Micron 500/Case		400		\$0.00	
7			24x24 Liner, 6 Micron 1000/Case		200		\$0.00	
8			40x46 Heavy Duty Liner (Black), 1.5 Mil, 100/Case		250		\$0.00	
9			20" Black Strip Pads		100		\$0.00	
10			20" Gorilla Pads (Natural Fiber)		100		\$0.00	
11			20" Green Scrub Pads		100		\$0.00	
12			20" Red Buff Pads		100		\$0.00	
13			20" White Hi Performance Pads		100		\$0.00	

### ANTI-COLLUSION STATEMENT

The below signed bidder has not divulged to, discussed or compared his/her proposal with other bidders and has not colluded with any other bidders or parties to this invitation to bid whatsoever. (NOTE: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of this proposal and the removal from Bid Lists.)

**Dated at** \_\_\_\_\_ **this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2014**

**Name of Company:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized signature)

**Printed Name of signer:**

**Title:**

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

<b>NOTARIZATION</b>
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The foregoing Bid Tender-Contractor's Qualification Statement was Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2014. The individual signing before me is Personally Known or produced appropriate identification: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

**Notary Public—State of** \_\_\_\_\_

**My Commission expires:** \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned  
Name of notary public)

***STATEMENT OF NO BID***

If your company does not intend to respond to this ITB # 01-14-15, please complete and return this form prior to the date shown for receipt of Proposals to: St. Petersburg College, Purchasing Department, P. O. Box 13489, St. Petersburg, Florida 33733-3489. Fax # 727-444-6653.

☐ The undersigned declines to submit a bid on the above referenced Invitation to Bid for the following reason(s):

☐ Specifications are too "restrictive." (Please explain below)

☐ Unable to meet specifications

☐ Specifications were unclear. (Please explain below)

☐ Insufficient time to respond

☐ We do not offer this type of product or equivalent

☐ Other (Please explain below)

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Company Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Telephone: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

### ***IDENTICAL TIE BIDS - SPECIAL CONDITIONS***

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies to have a drug-free workplace program that does:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***BID CERTIFICATION***

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid; I certify that I am authorized to sign this bid.

I hereby agree to furnish the items and/or services at the prices and terms stated in my bid. I have read and understand the terms and conditions of the Invitation to Bid.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

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

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

Signature \_\_\_\_\_

Name(s) and Title(s) \_\_\_\_\_

Legal Name of Bidder \_\_\_\_\_

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

City, State, Zip \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone \_\_\_\_\_ FAX \_\_\_\_\_

Date \_\_\_\_\_

**NOTE:** Please return to St. Petersburg College with your bid proposal.

### ***Minority and Woman Owned Business Declaration***

**Bidder hereby declares that it is a Minority/Woman Owned Business Enterprise by virtue of the following:**

**Type of Business: Check applicable block(s)**

- ☐ "Black American" includes persons having origins in any of the Black racial groups of Africa.
- ☐ "Hispanic American" includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish cultures or origins, regardless of race.
- ☐ "Native American" includes American Indians, Eskimos, Alaskan Indians, Aleuts and Native Hawaiians.
- ☐ "Asian-Pacific Americans" includes persons whose origins are from Japan, China, Taiwan, Korea, Southeast Asia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas.
- ☐ "Service Disabled Veteran"

*Note: MBE and WBE are defined by Federal Register 49 CFR, Part 23, as a business firm which as at least fifty-one percent (51%) owned by minority or women group members, or in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by the minority or woman. The minority or woman ownership must exercise actual day-to-day management and control of the business.*

Bidder:	
Certified by (name of Public Entity, if applicable)	
City:	County:
State:	Zip Code
Certificate Number:	
Attach copy	
Signature:	Date:

*Minority and Woman Owned Businesses (M/WBE) shall complete this page, and return with their submittal.*

<b>Form W-9</b> (Rev. January 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give Form to the requester. Do not send to the IRS.</b>
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	<b>ST PETERSBURG COLLEGE</b> <b>PO BOX 13489</b> <b>ST PETERSBURG FL 33733</b>
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																																									
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 <i>How to get a TIN</i> on page 3.																																									
<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="10" style="text-align: left;">Social security number</th> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="10" style="text-align: left;">Employer identification number</th> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> </table>	Social security number																				Employer identification number																			
Social security number																																									
Employer identification number																																									

<b>Part II Certification</b>			
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).			
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.			
<b>Sign Here</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Signature of U.S. person ▶</td> <td style="width: 20%;">Date ▶</td> </tr> </table>	Signature of U.S. person ▶	Date ▶
Signature of U.S. person ▶	Date ▶		

## General Instructions

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

## Purpose of Form

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

#### **Updating Your Information**

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

#### **Penalties**

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

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

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

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

#### **Specific Instructions**

##### **Name**

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

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

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

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

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

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

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



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

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://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](http://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](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

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

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

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

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

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

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



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

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

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The owner <sup>2</sup>
	The grantor <sup>4</sup>
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 <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

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

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

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

### Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

### Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

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