

ITB # SPC 02-14-15 for College-wide Courier Services

Introduction: This is a bid solicitation for a new contract for Courier Services between the St. Petersburg Main Post Office and all College sites, plus periodic deliveries to other destinations within Pinellas and Hillsborough Counties as delineated herein.

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 20 – Anti-Collusion
- Page 21 – Bid Tender
- Page 22 – Contractor’s Qualification Statement
- Page 26 – Drug Free Workplace
- Page 28 – Bid Certification
- Page 29 – Minority and Woman Owned Business Declaration (if applicable)
- Page 30 - 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

Where do we submit our bid?

All bids should be submitted to the purchasing office located at:

EpiCenter Services Bldg.
Purchasing Offices
14025 58th St. North
Clearwater, FL 33760

Invitation to Bid

SPC 02-14-15

St. Petersburg College

SPC

FOR COURIER SERVICES

DUE

JULY 24th 2014 @ 2:00 P.M.

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GENERAL CONDITIONS

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

SEALED BIDS: Bids shall be prepared in duplicate. Please return one copy of the Bid Reply Form to submit your bid, retaining the second copy and detailed specifications for your records. The number of the bid and the date of opening shall be shown on the envelope containing each bid. Bidders are requested to show their name and address on the envelope. All bids are subject to the conditions specified herein and on the attached Bid 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 proposal 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:** Shall be public, on the date and the time specified in the bid form. 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 are not acceptable.** Bids may not be altered in any way by the bidder after opening of the bids.
4. **NO BID:** If not submitting a bid, respond by returning one copy of the "No Bid" form, marking it "NO BID", and explain the reason. Repeated failure to quote without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list..
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. The College will notify Bidders of all changes in scheduled due dates by written addendum.
6. **REVISIONS AND AMENDMENTS:** The right is reserved, as the interest of the college may require, to revise or amend the specifications or drawings or both 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.

7. **CONFLICT OF INTEREST**: The award hereunder 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.

8. **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.
9. **LEGAL REQUIREMENTS**: Federal, State, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
10. **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 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 addition error(s), the unit price and extension thereof will prevail and the bidder's total offer will be corrected accordingly.

Exception: If the unit price is so under/overstated that it is an obvious error, the extended line item price may be divided by the estimated quantity, or decimal corrected, to establish the intended unit price (a price that should be consistent with the other unit price bids). Verification of the error must be made in writing by the bidder. Price realism shall prevail over the "unit price governs" rule.

- 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. **PROOF OF FUNCTIONAL CAPABILITIES**: It should be understood by the vendor that award of this contract may be subject to satisfactory proof of functional capabilities of the equipment, services, and items as specified under this solicitation. If required, the vendor will have to demonstrate these capabilities within seven (7) days after conditional award.
15. **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 said 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 buyer 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 within the normal working hours of the user, 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 Board 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.

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.

22. **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".
23. **ANTI-DISCRIMINATION**: The bidder certifies that he or she is in compliance with the non-discrimination 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.
24. **OSHA**: The bidder warrants that the product 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)

25. **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.
26. **EQUAL OPPORTUNITY**: All work on this project will be carried out in compliance with the College's commitment to the concept of equal opportunity; that is, there will be no discrimination on the basis of race, color, religion, sex, age national origin, marital status, sexual orientation, gender identity or against any qualified person with a disability. Recognizing that sexual harassment constitutes discrimination on the basis of sex, the College shall not tolerate such conduct.
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 no later than three (3) working days prior to the bid opening in writing via fax or email. Any questions concerning the intent, meaning and/or interpretations of the ITB documents shall be requested in writing, and received by the College's Purchasing Department at least seven (7) calendar days prior to bid opening. 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 there from as a 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)]
30. **SPECIAL CONDITIONS**: Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
31. **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.

32. **PREFERENCE TO FLORIDA VENDORS:** Pursuant to SBE Rule 6A-14.0734 when the College is required to make purchases of commodities or services through a competitive solicitation preference shall be provided to vendors with a principal place of business in Florida.

Bid Number: SPC 02-14-15
Do Not Open Until: July 24th, 2014 @ 2:00 p.m.
Bids Will Be Opened In: Purchasing
Send Bid to: Paul Spinelli
Director of Procurement
St. Petersburg College
14025 58th St. North
Clearwater, FL 33760

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BIDING AND AWARD PROCESS

1. Award

A. Recommendation for award shall be made for lowest, responsive, responsible bidder and as the best interest of St. Petersburg College may require, 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, by mutual agreement in writing.

Time	Day/Date	Description
	Monday 07/14/2014	ITB 02-14-15 Issued
3:00 PM	Friday 07/18/2014	Final day to submit questions pertaining to this ITB. Please email all questions to spinelli.paul@spcollege.edu
2:00PM	Thursday 07/24/2014	ITB Deadline. Deliver sealed proposals to the purchasing office located at: EpiCenter Services Bldg. 14025 58th St. North Clearwater, FL 33760
	Monday 07/28/2014	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.

SUBMITTALS

1. Number of Copies
 - A. Bidders shall submit one (1) complete set(s) of their bid. Each submittal must be complete with all supporting documentation.
 - B. This is required so that a full and complete copy of your bid can be evaluated.
2. Submit the following documentation with your bid:
 - A. Bid Response Form
 - B. Bidder Information Form
 - C. Identical Tie Bid Form
 - D. Bid Certification
 - E. Minority and Woman Owned Business Declaration
 - F. Drug Free Workplace Form
 - G. References:
 - 1) Be sure to include:
 - a. Company Name
 - b. Address
 - c. Phone Number
 - d. Fax Number
 - e. Email Address
 - 2) Do not include as a reference:
 - a. St. Petersburg College staff members
 - b. References located in foreign countries
 - H. Completed W-9 Form
 - I. Provided a copy of all licenses & insurance certificate

BID SPECIFICATIONS

1. Pick-up college mail at St. Petersburg Downtown Main Post Office (3135 1st Avenue N., St. Petersburg) by 6:45 am each college workday.
2. Travel from Post Office to the college's Allstate Center (3200-34th Street South, St. Petersburg) and pick-up inter-college mail. (3 miles)
3. Travel to Epi Service Center, (14025 58th Street North, Clearwater 33760) to deposit college mail and inter-college mail for sorting. (15 miles).
4. College personnel will sort all mail, which takes approximately 60 minutes. (Mondays and after holidays sorting time will be somewhat longer).
5. Deliver flats and other mail to the Tampa Post Office (5201 W. Spruce Street, Tampa) at the end of the day.

Two couriers will be required at this point. (Couriers "A" and "B"). Each courier will pick-up and deliver all pre-sorted site mail. (The supervisor of the mailroom will on a monthly basis, or as often as necessary, communicate with the couriers any changes in the courier schedule or delivery instructions).

SPECIALS & CONDITIONS

- BOARD PACKETS DELIVERED TO SIX BOARD MEMBERS AND IN PINELLAS AND HILLSBOROUGH COUNTIES MONTHLY
- PICK UP FROM PRINTING SERVICES SPECIALS FOR PAPER OR OTHER PRINTED MATERIALS TO VENDORS AND PICK UP FROM VENDORS TO PRINTING SERVICES
- MAILROOM TO TAMPA AIRPORT POST OFFICE DAILY 4:00 P.M.
- MAILROOM TO ST. PETERSBURG POST OFFICE PERIODICALLY
- THE COURIER SERVICE MUST BE ABLE TO PROVIDE ALTERNATE DRIVERS FOR SPECIALS WHEN THE NORTH OR SOUTH ROUTE COURIERS CAN NOT COMPLETE A SPECIAL BECAUSE OF TIME CONSTRAINTS
- THE COURIER SERVICE MUST BE ABLE TO PROVIDE SUBSITUTE DRIVERS WHEN NECESSARY DUE TO ABSENSES
- VARIOUS OTHER SPECIALS THAT MAY BE REQUIRED AT A SPECIFIC DATE AND TIME
- EMERGENCY SPECIALS WHERE THE COURIER ARRIVES WITHIN 30 MINUTE TIME FRAME
- REPLACEMENTS WITHIN 30 MINUTE TIME FRAME WHEN A COURIER BREAKS DOWN
- COURIERS ARE BONDED AND INSURED
- **SAME DRIVERS FOR EACH ROUTE DAILY**
- PO NUMBERS OR TRACKING NUMBERS MUST BE RECORDED AND SIGNED FOR ON THE RECEIVING LOG SHEET
- COURIERS MUST ADHERE TO THE TIME SCHEDULES
- BI-WEEKLY PAY CHECKS ARE TO BE DELIVERED TO THE BUSINESS OFFICES AT EACH CAMPUS AND THE DELIVERY LOG MUST BE SIGNED

- ROUTE SCHEDULES ARE SUBJECT TO CHANGE BY THE COLLEGE AT ANY TIME
- THREE YEAR CONTRACT WITH THE OPTION TO RENEW TWO ADDITIONAL CONSECUTIVE YEARS
- THE COLLEGE HAS THE OPTION TO TERMINATE THE CONTRACT AT ANY TIME WITH OUT CAUSE AND WILL NOTIFY IN WRITING THE COURIER SERVICE WITH IN THIRTY (30) DAYS.

DAILY MAIL ROUTES-

COURIER A-NORTH COUNTY ROUTE

- 8:15 A.M. ARRIVE AT 14025 58TH ST. N. EPICENTER SERVICES BUILDING MAIL AND RECEIVING TO PICK UP MAIL AND PACKAGES TO BE DELIVERED TO THE DESIGNATED CAMPUSES
- 8:30 A.M. LEAVE THE EPI MAILROOM
- 8:45 A.M. ARRIVE AT THE HEALTH EDUCATION CENTER (HEC) 7200 66TH ST. N. TO DROP OFF MAIL AND PICK UP THEIR OUT GOING MAIL AT THE RECEIVING OFFICE (5.5 MILES)
- 9:15 A.M. PROCEED TO THE CLEARWATER CAMPUS (CL) 2465 DREW ST. CLEARWATER RECEIVING OFFICE IN THE MA (MAINTENANCE BUILDING) TO DROP OFF MAIL AND PICK UP THEIR OUTGOING MAIL (9 MILES)
- 10:15 ARRIVE AT THE TARPON SPRINGS CAMPUS (TS) 600 KLOSTERMAN ROAD RECEIVING OFFICE IN THE MA BUILDING TO DROP OFF MAIL AND PICK UP THEIR OUT GOING MAIL (12 MILES)
- 10:40 A.M. ARRIVE AT THE FIRE TRAINING CENTER 5005 126TH AVE. N. CLEARWATER TO DROP OFF MAIL AND PICK UP THEIR OUTGOING MAIL (19 MILES)
- 11:00A.M. ARRIVE BACK AT THE EPI SERVICES MAIL ROOM TO DROP OFF MAIL
- 11:30 A.M. LEAVE THE EPI MAILROOM TO DELIVER SORTED MAIL
- 11:50 AM. ARRIVE AT THE HEALTH EDUCATION CENTER (5.5)
- 12:20 P.M. ARRIVE AT CLEARWATER TO DROP OFF AND PICK UP MAIL (9.5 MILES)
- 1:00 P.M. ARRIVE AT TARPON SPRINGS TO DROP OFF AND PICK UP MAIL (12 MILES)
- 1:20 P.M. ARRIVE AT THE EPI SERVICES MAILROOM TO DROP OFF MAIL (17 MILES)

NOTE: BI-WEEKLY PAYROLL IS PICKED UP IN ACCOUNTING AT THE EPI SERVICES BUILDING,

AN OFF CYCLE PAYROLL IS PICKED UP ONCE A MONTH

COURIER B-SOUTH COURIER ROUTE

- 6:30 A.M. PICK UP MAIL FOR THE TWO PO BOX NUMBERS AT THE ST. PETERSBURG MAIN POST OFFICE AT 3135 1ST AVE NO AT THE BUSINESS MAIL ENTRY UNIT (BMEU)
- 6:45 A.M. ARRIVE AT THE ALLSTATE CENTER 3200 34TH ST SOUTH RECEIVING OFFICE TO PICK UP MAIL AND PACKAGES (3 MILES)
- 7:15 A.M. ARRIVE AT THE EPICENTER MAILROOM TO DELIVER MAIL FOR SORTING AND PICK UP BOXES FROM THE PRINT SHOP (15.5 MILES)

- 8:30 A.M. LEAVE THE EPICENTER FOR VET TEC, SEMINOLE, ST. PETE/GIBBS, ALLSTATE, MIDTOWN CENTER, DOWNTOWN CENTER AND THE PALLADIUM
- 9:00 AM ARRIVE AT VET TECH CAMPUS 12376 ULMERTON ROAD LARGO TO DROP OFF AND PICK UP MAIL (7 MILES)
- 9:15 A.M. ARRIVE AT THE SEMINOLE CAMPUS 9200 113TH ST. NORTH SEMINOLE TO DROP OFF AND PICK UP MAIL (3.5MILES)
- 9:45 A.M. ARRIVE AT THE ST. PETERSBURG/GIBBS CAMPUS MAINTENANCE BUILDING AT 70TH ST. AND 5TH AVENUE NORTH TO DROP OFF AND PICK UP MAIL (9 MILES)
- 10:15 A.M. ARRIVE AT THE ALLSTATE CENTER RECEIVING OFFICE TO DROP OFF AND PICK UP MAIL (6 MILES)
- 10:30 A.M, ARRIVE AT THE MIDTOWN CENTER 1048 22ND STREET SOUTH TO DROP OFF AND PICK UP MAIL (2.5 MILES)
- 10:35 A.M. ARRIVE AT THE DOWNTOWN CENTER 200 2ND STREET NORTH TO DROP OFF AND PICK UP MAIL (3 MILES)
- 10:45 A.M. ARRIVE AT THE PALLADIUM 253 5TH AVENUE NORTH DROP OFF AND PICK UP MAIL (.5 MILES)
- 11:10 ARRIVE BACK AT THE EPICENTER MAILROOM TO DROP OFF ALL MAIL AND PACKAGES THAT HAVE BEEN PICKED UP (13 MILES)
- 11:30 A.M. LEAVE THE EPICENTER MAILROOM WITH THE SORTED MAIL
- 12:00 PM ARRIVE AT VET TECH CAMPUS 12376 ULMERTON ROAD LARGO TO DROP OFF AND PICK UP MAIL (7 MILES)
- 12:15 P.M. ARRIVE AT THE SEMINOLE CAMPUS DROP OFF AND PICK UP MAIL (8.5MILES)
- 12:45 P.M. ARRIVE AT THE HEALTH CENTER DROP OFF AND PICK UP MAIL (6 MILES)
- 1:15 P.M. ARRIVE AT ST. PETERSBURG/GIBBS DROP OFF AND PICK UP MAIL (4 MILES)
- 1:45 P.M. ARRIVE AT THE ALLSTATE CENTER TO DROP OFF AND PICK UP MAIL (5.5 MILES)
- 1:55 P.M. ARRIVE AT THE DOWNTOWN CENTER TO DROP OFF AND PICK UP MAIL (5 MILES)
- 2:15 P.M. ARRIVE AT THE EPICENTER MAIL ROOM TO DROP OFF MAIL (14 MILES)

MONTHLY

Included in the cost will be delivery of cartons of copy paper by a courier other than the daily courier. The services listed below are required on a monthly basis:

1. The courier will deliver 10 to 30 boxes of paper, weighing approximately 55 pounds per box. (A covered pickup truck, cargo van or delivery truck will work best in this situation).
2. Boxes will be picked up at Epi Services and transported to any of our sites/locations and boxes of paper will be delivered directly to the individual departments. These deliveries may have multiple destinations to different locations and departments. District Impressions will provide courier 24 hours notice and will fax instructions at the same time.
3. A hand truck will be needed to transport boxes to the department/departments. **NOTE: The courier may be required to use the stairs to reach some of the locations**
4. The Courier will keep a log of the deliveries with signatures from the recipients. The log must be returned to District Office when deliveries are completed.

B. The following general conditions will apply to the Courier Services:

1. Mail should be transported in a covered pick-up truck or van. Sedans or coupes are not suitable for the purposes of this contract.
2. When necessary, couriers will also transport payroll checks from District Office Accounting to all sites.
3. The college maintains a paper storeroom in connection with the Central Print Shop (known as District Impressions) which is the primary printing facility for the college. Couriers will transport 1 to 5 boxes of paper and/or finished printing daily between sites. **(Note: The Courier Services to be provided on a monthly basis is in addition to daily Courier Services).**
4. Custodial and maintenance supplies will be delivered between sites, together with deliveries of emergency repair items to and from sites.
5. There will be special delivery runs of materials for the monthly meetings of the Board of Trustees. There are five (5) members of this board and they all reside (and/or have offices) within Pinellas and Hillsborough and Counties.
6. The college reserves the right to add, alter, or adjust the courier schedule with the understanding that the cost to the college will be adjusted based on miles per courier.
7. Estimated college "Work Days" – 243 per year.

8. College Holidays, generally (subject to change yearly):

Labor Day	September	1 day
Thanksgiving	November	2 days
Christmas	December	6 days
New Year	January	1 day
M. L. King Day	January	1 day
Spring Break	March	5 days
Good Friday	March or April	1 day
Memorial Day	May	1 day
July 4 th	July	1 day

C. The following specific conditions will apply to the Courier Services:

1. The couriers will maintain a daily Route Log that will contain such information as specified by the supervisor of the college mailroom. The Route log will be turned in weekly to the mail room supervisor.
2. The only items to be transported will be the property of St. Petersburg College or mail to be deposited at or received from the St. Petersburg Downtown Main Post Office.
3. All items will be marked by St. Petersburg College Personnel (with the exception of mail that is received from, or deposited at, the St. Petersburg Downtown Main Post Office) to indicate the site destination and the couriers will transport or deliver the same in like condition.
4. The couriers are responsible for the safekeeping of all items received and such responsibility shall terminate when said items have been delivered into the possession or control of the designated college site. However, both the couriers and the college understand and agree that some pick-ups and some deliveries may be made on any route at times when employees of the college may not be physically available, in which event the items shall be left in the locations designated by the college. In such instance, the couriers should make a notation in the Route Log.
5. The college agrees that the liability of the Courier Services contractor for the loss of any items contained in any shipment delivered into the possession of the courier(s) shall not exceed Twenty Thousand Dollars (\$20,000.00).
6. The successful bidder (also referred to as "contractor") shall provide a Third-Party Fidelity Bond to the college in the amount of Fifty Thousand Dollars (\$50,000.00). A Third-Party Fidelity Bond protects the college against any unlawful acts of the contractor's employees and/or subcontractors.
7. The contractor shall guarantee that all schedules will be met and that there will be no missed deliveries due to employee absenteeism or lateness. (Arrangements shall be made to make certain that all of the contractor's employees or subcontractors are able to pick-up the college's certified and/or registered mail).
8. All couriers shall be dressed in neat, clean apparel, as they will represent the college and the Board of Trustees.
9. In the event the contractor does not provide the level of professionalism or job satisfaction that the college deems necessary, the agreement can be terminated after thirty (30) days prior written notice.
10. The agreement may be terminated immediately upon the default of St. Petersburg College in making any payment after demand thereof.
11. Either party may terminate the agreement for any cause after thirty (30) days prior written notice to the other party. It is the responsibility of the contractor to provide current address information to the college as to where any notice required by the agreement is to be sent.

12. (a) An initial agreement arising as a result of this bid shall be for three years beginning on or around August 11, 2014 and ending June 30, 2017. The agreement may be renewed for the college fiscal years July 1, 2017-June 30, 2018, July 1, 2018 through June 30, 2019 with mutual agreement and approval each renewal year by the College.

(b) The contractor's bid shall be firm for the first year of the agreement. In years two and three of the agreement, and any subsequent renewal year, pricing will be considered annually with an increase allowed as long as the increase does not exceed the annual rate of inflation as determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U. S. City Averages, all items (1982-84=100), published by the U. S. Bureau of Labor Statistics or any successor or substitute index appropriately adjusted.

(c) In the event there is a significant gasoline price increase during the term of the agreement or any extension thereof, the rates may be increased as provided on the Bid Tender submitted by the successful bidder. It is the responsibility of the bidder to state on the Bid Tender how significant price increases in gasoline will be handled and documented. Any allowable increase will require approval by the College prior to the effective date.

13. A new contractor will accompany college personnel and/or personnel of the current contractor for a one-week period to become familiar with college sites, personnel, and the operation of the service to be provided pursuant to the specifications of this bid in the event the incumbent contractor is not awarded the bid.

14. A purchase order will be issued in lieu of a contract. However, if your company requires a contract please provide a sample contract with any specific contractual language that will be needed in the agreement. Upon review by the General Counsel Office, any such proposed language that is deemed to be in conflict with these specifications, terms and conditions, must be modified or further negotiated.

15. If you have any questions regarding the terms, conditions or specifications of this bid please call Paul Spinelli, Director of Procurement at (727) 341-3070.

16. In addition to the previous discussion of the required Third party Fidelity Bond, the contractor shall provide at least two-weeks prior to the contract start date Certificate(s) of Insurance evidencing required coverage during the period the contractor is providing Courier Services per the Insurance Schedule below. The Certificate(s) shall be provided to Risk Management.

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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:** _____

NOTARIZATION

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

**ST. PETERSBURG COLLEGE
INVITATION TO BID NO. SPC 02-14-15
for COURIER SERVICES
BID TENDER**

The undersigned, having carefully read the general terms, conditions and specifications of Bid No. SPC 02-14-15 for Courier Services, hereby submits bid pricing for the described services as follows:

1. Daily Rate for all specified Courier Services in the base bid:

\$ _____

(This rate, multiplied by the estimated 243 days the college will need Courier Services during a one-year period will equal the total estimated value of the base bid. The actual value could be more or less, depending on whether the college requests base Courier Services for more than or fewer than 243 days).

2. The above daily rate is based upon a base rate of fuel calculated at \$_____ per gallon. A fuel surcharge of \$_____ will be assessed when fuel exceeds the stated per gallon base rate. (Documentation is required). State the method you will use to document the need of the _____ fuel _____ surcharge:

3. The rate of \$ _____ per hour for additional Courier Services not identified in the base bid specifications, such as additional mail runs, additional pick-up/delivery of items, etc. (The director of procurement and the contractor will negotiate rates for material changes to the agreement for base services).

DATE: _____

FIRM NAME: _____

BY: _____

Authorized Signature

Printed/Typed Name of Signature

TITLE: _____

ST. PETERSBURG COLLEGE

INVITATION TO BID NO. SPC 02-14-15

FOR COURIER SERVICES

Contractor's Qualification Statement

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter.

Submitted to: ST. PETERSBURG COLLEGE/Director of Procurement

Bid No. SPC 02-14-15

Submitted by: Name: _____ () Corporation

Address: _____ () Partnership

Principal Office: _____ () Individual

(Note: Attach separate sheets as required.) () Joint Venture

() Other

1. How many years has your organization been in the Courier Services business?

2. How many years has your organization been in business under its present business name?

3. If a corporation, answer the following:

Date of incorporation: _____

State of incorporation: _____

President: _____

Regional Manager: _____

District Manager: _____

4. If a partnership, answer the following:

Date of organization: _____

Type of partnership: _____

(Such as general or limited liability)

Name and address of partners:

5. If other than a corporation or partnership, describe organization and name principals:

6. Have you ever failed to complete any contract awarded to you? If so, indicate when, where, why, and name/telephone number of persons we may talk to about this:

7. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? Yes_____ No _____If yes, state circumstances:

8. List firms that you have, or have had, contracts for Courier Services within the last five (5) years:

	Contact	Telephone #	Address
a)	_____	_____	_____
b).	_____	_____	_____
c)	_____	_____	_____
d)	_____	_____	_____
e)	_____	_____	_____

9. Name(s) and telephone number(s) of person(s) designated as liaison with the College in administering the contract in the event of bid award (attach sheet if necessary)

Drug Free Workplace

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: _____

STATEMENT OF NO BID

If your company does not intend to respond to this ITB, 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
- Our production schedule would not permit us to perform
- Other (Please explain below)

Company Name	Title		
Signature	Telephone		
Printed Name	Fax		
Address	City	State	Zip

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.

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 _____

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.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/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"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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.

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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.