

**REQUEST FOR PROPOSAL**  
**SPC PROPOSAL SPC#14-19-20**  
**Tarpon Springs Foodservice Operations**  
**(Olympus Cafe)**

**St. Petersburg College**

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**SPC**

**Issued: 6/12/2020 at 2:00 pm (EST)**

**Due: 6/30/2020 at 12:00 Noon EST)**

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## BACKGROUND

**HISTORY:** St. Petersburg College (“SPC” or the “College”), located in Pinellas County, Florida, and established in 1927, is one of the oldest colleges in the 28-institution Florida College System (“FCS”). SPC is the first college in the FCS to become a four-year college issuing baccalaureate degrees beginning in 2001. SPC is governed by a five-member Board of Trustees appointed to four-year terms by the Governor of Florida. The Board of Trustees appoints the College President who has administrative responsibilities for college operations.

The Tarpon Springs campus opened in 1975. The Tarpon Springs campus includes the Leepa-Rattner Museum of Art, Bilirakis College of Education and the M.M. Bennett Library. The campus has over 80 acres of rolling terrain and the campus reflects the community’s Greek heritage in its architectural style.

The Tarpon Springs campus currently serves 9,217 students.

### **OVERVIEW OF CURRENT FOODSERVICES**

The Tarpon Springs campus currently has one foodservice operation, named the Olympus Cafe, located in the BB building (The Michael and Evelyn Bilirakis College of Education Building). This RFP is solely for the right to operate foodservice in Building BB located on the Tarpon Springs campus. Catering opportunities may be offered from time to time as those occasions arise. SPC reserves the right to contract with any caterer they choose.

The Olympus Cafe is also the foodservice provider for the St. Petersburg Collegiate High School lunch program. The St. Petersburg Collegiate High School has 150 students. Next year, the collegiate high school will expand to 240 students. All SPCHS students have access to the Olympus Cafe. Some students may qualify for full or partial lunch vouchers redeemable only at the Olympus Cafe. The foodservice provider will invoice SPC monthly for reimbursement of all lunch vouchers redeemed from SPCHS students.

<b>Olympus Cafe Pre-Tax Sales</b>	
July 2018-June 2019	\$ 101,121.73
July 2017-June 2018	\$ 106,793.34
July 2016-June 2017	\$ 131,532.64

Current hours

Fall/Spring Semesters:

Monday-Thursday 7:30 am to 6:00 pm

Friday 7:30 am to 2:00 pm

Summer Semester: Varies

Current Equipment Inventory is located in Appendix A.

## GENERAL CONDITIONS

**RESPONDENTS:** Respondents who wish to be considered for the services requested in this Request for Proposal (“RFP”) must follow the instructions herein and provide all of the requested information. SPC reserves the right to disqualify any Respondent whose proposal does not comply with this RFP.

**SEALED PROPOSAL:** Respondents must submit their proposal in a sealed envelope with the outside of the envelope containing (1) the Respondent’s name and address, (2) the proposal number, and (3) the date the proposal is scheduled to be opened by the College which is provided in this RFP. Envelopes not containing this information will not be opened nor considered by the College, and will be returned to the Respondent.

The following items must be contained within the sealed envelope: One original proposal with wet-ink signatures; one electronic version of the original proposal stored on a flash drive with the following completed forms: *Respondent Registration form*, *Proposal Certification*, *Respondent’s Qualification Statement*, *Drug Free Workplace*, and *W9*.

**By submitting a proposal, the Respondent acknowledges and accepts the terms and conditions provided in this RFP.**

- 1) **EXECUTION OF PROPOSAL:** The proposal must be signed by an authorized representative of the Respondent Company. The proposal must be completed in ink or typewritten. If a correction needs to be made to the proposal, the Respondent must draw a single line through the language or figure that needs to be corrected and insert the new language or figure above the stricken text. Corrections must be initialed by the person signing the proposal. It is the Respondent’s responsibility to ensure any handwritten language or figure is legible to the College. Otherwise, the College is not required to consider such language or figure.
- 2) **PROPOSAL PREPARATION COSTS:** Any expense involved in preparing or submitting a proposal, and any work performed in connection with the proposal, shall be borne solely by the Respondent. No payment will be made by the College for any proposal received or for any other effort required, or made, by the Respondent submitting the proposal prior to contract management.
- 3) **PROPOSAL SUBMISSION AND OPENING:** Due to COVID 19, SPC encourages all proposals be mailed to St. Petersburg College, Attn: Mr. Thomas Russell, Director of Procurement, EpiServices, 14025 58<sup>th</sup> Street North, Clearwater, Florida 33760. The College must receive the proposal no later than 12:00 noon Eastern Daylight Savings Time (according to the College’s time piece) on June 30, 2020. Hand delivered proposals will be received on June 30, 2020 from 11:00 am to 12:00 noon Eastern Daylight Savings Time only at the front entrance of EpiServices, 14025 58<sup>th</sup> Street North, Clearwater, FL 33760.

- a) It is the Respondent's responsibility to ensure the proposal is timely submitted and received by the College. The College will not be responsible for late deliveries or delayed mail. Proposals received by the College after the deadline will be returned unopened to the Respondent without being considered by College.
  - b) **Facsimile or electronic proposals will not be accepted. Proposals must be provided in hard copy format, in a sealed and properly labeled envelope, as referenced in GENERAL CONDITIONS above.**
  - c) Once opened, proposals become the property of the College and will not be returned.
- 4) **CONTACT WITH COLLEGE PERSONNEL:** Questions concerning this RFP shall be directed to Thomas Russell, Director of Procurement, by email at [Russell.thomas@spcollege.edu](mailto:Russell.thomas@spcollege.edu) or Karen Reynolds, Purchasing Manager at [Reynolds.karen@spcollege.edu](mailto:Reynolds.karen@spcollege.edu) and **to no other person or department at the College.**

**CONE OF SILENCE:** FROM THE TIME THE PUBLIC ADVERTISEMENT OF THIS RFP TAKES PLACE UNTIL THE TIME THIS RFP IS AWARDED AND APPROVED BY THE COLLEGE'S BOARD OF TRUSTEES, (IF NECESSARY), A VENDOR SHALL NOT CONTACT ANY OTHER COLLEGE PERSONNEL OR MEMBERS OF THE COLLEGE'S BOARD OF TRUSTEES, OR ADMINISTRATIVE STAFF EITHER DIRECTLY OR INDIRECTLY, TO DISCUSS THE SELECTION PROCESS OR TO MAKE AN ATTEMPT TO FURTHER THEIR INTEREST IN BEING SELECTED. FAILURE TO ABIDE BY THE CONE OF SILENCE POLICY IS GROUNDS FOR DISQUALIFICATION FROM THIS PROCESS AND RESPONDENT WILL NOT RECEIVE FURTHER CONSIDERATION.

- 5) **REGISTRATION:** Prior to submitting a proposal, a Respondent must register with the College's Purchasing Office in order to be placed on the distribution list for addenda or official communications concerning this RFP. Please register using the Respondent Registration Form, see page 18 of the RFP package.
- 6) **CHANGES OR MODIFICATIONS:** The College reserves the right to make changes to this RFP. Changes may include but are not limited to postponing the due date of proposals or revising RFP specifications. All changes will be announced and disseminated by the College's Purchasing Department via addendum posted to the College's Purchasing website and sent to registered Respondents via email with sufficient time for Respondents to amend their proposals following the College's change. Respondents must acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with the Respondent's proposal.
- 7) **CONFLICT OF INTEREST:** By submitting a proposal, each Respondent acknowledges and agrees to comply with Section 112.313(3), Florida Statutes, which provides:

*DOING BUSINESS WITH ONE'S AGENCY.—No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty,*

*goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:*

*October 1, 1975.*

*Qualification for elective office.*

*Appointment to public office.*

*Beginning public employment*

- 8) **COLLUSION/DISCLOSURE:** By submitting a proposal, a Respondent acknowledges and agrees to the following statement:

*I, \_\_\_\_\_, certify that my proposal is made without previous understanding, agreement, or connection with any person, company or corporation making a proposal for the same work in this Request for Proposal, and that my company's proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.*

**Respondent also acknowledges and agrees to the following statement:**

*No member of my company's ownership, management or staff has a vested financial interest in any aspect or department of the College.*

Any Respondent who cannot agree with these statements should not submit a proposal.

- 9) **PROPOSAL WITHDRAWAL:** Respondents may withdraw their proposals by notifying the College in writing any time before the proposal opening. Upon receiving a Respondent's timely notification of withdrawal, the College will return the unopened proposal to an authorized representative of the Respondent's company, who will be required to disclose his or her identity (via company business card and driver's license). The authorized representative will be required to sign for receipt of the proposal.
- a) Any proposal submitted to the College constitutes an irrevocable offer by the Respondent to provide the College with the services requested in this RFP and any response thereto, for a period of 120 days from receipt of the proposal.
- 10) **SUBCONTRACTING:** The name and company of any subcontractor contemplated for use must be included as part of Respondent's proposal.
- 11) **ACCURACY OF PROPOSAL INFORMATION:** Respondents must ensure the accuracy of their proposal information. The College reserves the right to disqualify any proposal that includes inaccurate, misleading, exaggerated, or incorrect information.

- 12) **FUTURE ADVERTISING:** In submitting a proposal, a Respondent agrees not to use the results of the College's selection process in any future commercial advertisement without obtaining the College's prior written consent.
- 13) **PUBLIC ENTITY CRIMES:** By submitting a proposal, a Respondent and their company acknowledges and agrees to comply with the Public Entity Crimes Statement referenced below:
- a) A person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-Respondent or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Chapter 287 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Respondent list.*
- 14) **PUBLIC RECORDS:** Any material submitted in response to this RFP is subject to disclosure under Florida's Public Records law, Chapter 119, Florida Statutes.
- 15) **RESERVATION OF RIGHTS:** In addition to all other rights of the College under Florida law or the Board of Trustees Rules and College Procedures, the College specifically reserves the following:
- a) The College reserves the right to rank companies pursuant to the relative Florida Statutes and the Florida Administrative Code and to negotiate with the highest-ranking company.
- b) The College reserves the right to reject this RFP.
- c) The College reserves the right to reject any and all proposals submitted in response to this RFP.
- d) The College reserves the right to remedy or waive technical or immaterial errors in this RFP or the submitted proposals.
- e) The College reserves the right to request any necessary clarifications or statement data without changing the terms of any proposal.
- 16) **DISPUTES & PROTESTS:** Any actual or prospective Respondent who is allegedly aggrieved in connection with the issuance of this RFP or pending award of contract, may protest to St. Petersburg College, Attn: **Mr. Thomas Russell, Director of Procurement**, P.O. Box 13489, St. Petersburg, Florida 33733. The protest must be filed in accordance with Chapter 120, Florida Statutes. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 17) **IDENTICAL OR TIE BIDS:** In the event two or more Respondents receive the exact same score from the evaluation team, the following criteria, in order of importance, shall be used to

break the tie: (1) Drug Free Work Place Certification, (2) Florida Respondents, or (3) whether Bidder's place of business is within Pinellas County.

- 18) **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, pregnancy, ethnicity, sexual orientation, gender identity, genetic information or against any qualified person with a disability. Recognizing that sexual harassment constitutes discrimination on the basis of sex, neither the College nor the Respondent shall tolerate such conduct.
- 19) **INDEMNIFICATION**: To the fullest extent permitted by law, the Respondent 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 including but not limited to costs for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance of services required under the contract resulting from this RFP, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent or other person or company utilized by the Respondent in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.
- 20) **LEGAL REQUIREMENTS**: Applicable provisions of all federal, state, local laws and ordinances, College rules and procedures shall govern development, submittal and evaluation of all proposals received in response to this RFP and shall govern any and all claims and disputes which may arise between Respondent and the College by and through each entity's officers, employees and authorized representatives, or any other person, natural or otherwise; and a lack of knowledge by the Respondent shall not constitute a valid defense against the legal effect thereof.
- 21) **CONTRACT TYPE**: The College anticipates entering into a deliverable based reimbursement contract with the successful Respondent. Deliverables will be aligned with the outcome measures referenced in this RFP. The College anticipates a contract term of approximately 1 - 2 years (beginning with the last of the two parties to sign) ending upon the grant conclusion November 30, 2020. The laws of Florida shall govern any contract entered into by the College and selected Respondent.
- 22) **PROPOSAL SPECIFICATIONS**: The Proposal Specifications requested under this RFP follow these General Conditions. To the extent there is a conflict between the General Conditions and the Proposal Specifications, the Proposal Specifications will govern and control.



## SCOPE OF WORK

SPC is seeking proposals from qualified foodservice service vendors who will provide made-to-order sandwiches, salads, soups, pastries, and grab and go foods including healthy options.

### GENERAL REQUIREMENTS AND SPECIFICATIONS

1. All interested vendors are invited to present their services and abilities for an objective review. Experience, menu quality and variety, service, and compensation to the College will be important considerations in the award of this contract.
2. Menu, Pricing, and Hours of Operation. The successful vendor and the college shall agree on all menu items and prices for retail, and operating hours for the Olympus Cafe. The college expects the vendor to make recommendations based on their experience in operating food service programs, but the college reserves the right to make final decisions.
3. Purchases. The vendor shall make all purchases in their own name and shall not attempt to bind the college to contractual agreements.
4. Facilities and Equipment. The vendor shall use the college's facilities to prepare food for use in the service area only. **No interior modifications will be provided.** The college will provide the vendor with facilities and equipment categorized as permanent equipment including: ice machine, refrigerator, freezer, hand wash sinks, three-compartment sink, food prep sink with table, mop sink, and one walk-in cooler/freezer.
5. Additional Equipment. The vendor may provide and install, at its expense, additional equipment after first receiving the approval of the college's Director for Facilities and Operations. All equipment installed by the vendor shall remain the property of the vendor.
6. College Equipment. The college shall have the right to install any additional equipment and make any alterations to the facilities, in a manner compatible with the existing facilities. The vendor shall be responsible for compliance with all federal, state, and local health and safety regulations with respect to equipment, other facilities, and the Olympus Cafe space over which that party has operating control. The vendor shall be responsible for damages caused by its employees. The college equipment inventory can be found in Appendix A.
7. There will be no facilities for fryers, grills, or equipment requiring hoods or suppression systems.
8. Sanitation. The vendor shall, as a direct cost of operation, maintain standards of housekeeping and sanitation in areas under its responsibility to the complete satisfaction of the college, including the requirements of the Occupational Safety and Health Act.
9. Housekeeping. The vendor shall be responsible for prompt and daily cleaning and housekeeping of the food service, preparation, and service areas and equipment and furnishings in vendor's care and control so that such are clean, neat, and orderly at all times. The college shall be responsible for garbage and trash removal and pest control.
10. Environmental. The vendor shall demonstrate responsible stewardship of the environment. This includes, but is not limited to, maximum use of recycling and recyclable products, and compliance with institutional recycling and sustainability initiatives. The vendor is also encouraged to recommend additional sustainability practices based on its experience at other locations.

11. Personnel. The vendor shall provide sufficient staffing and backup at all times, including in times of staff shortages due to vacation, illnesses, inclement weather. The vendor shall be responsible for the acts of its employees and agents while on college premises. Accordingly, vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on college premises. The vendor shall be responsible for all damages to people or property caused by the vendor or any of its agents or employees. The vendor shall promptly repair, to the specifications of the college Maintenance Department, any damage that it, or its employees or agents may cause to the college premises or equipment. On vendor's failure to do so, the college may repair such damage and vendor shall reimburse the college promptly for the cost of repair. The vendor shall also be responsible for efficient energy use.
12. Jessica Lunsford Law/Contractor Badges. The vendor must be compliant with Florida law by processing (fingerprinting and badges) all employees in accordance with the Jessica Lunsford Law Act.
13. Accident Reporting. The vendor agrees that in the event of an accident of any kind, the vendor will immediately notify the Office of Safety and Security and promptly thereafter furnish a full written report of such accident.
14. Calendar. The College will provide the vendor with an annual academic calendar for guidance of the vendor at the beginning of each fiscal year (July 1) which shall be subject to modification by mutual agreement.
15. Utilities. The college shall provide, at its own expense, services at existing outlets, heat, gas, electricity, water, and sewer, for the convenience of the vendor. Any modifications to existing outlets required or requested by the vendor shall be at the vendor's expense. The college shall maintain utility services and make every reasonable effort to avoid their disruption. In the event any utility service must be interrupted for repair or modification, the college shall provide the vendor as much advance notice as possible. In the event of such interruption or any disruption of utility services, the college shall take reasonable steps to restore them promptly but shall not be responsible for any loss or delay sustained by the vendor resulting from such interruptions from any cause. The vendor must install and maintain credit card transmission lines.
16. The college and its agents and contractors must comply with the Americans with Disabilities Act.

## PERIOD OF PERFORMANCE

The anticipated initial term of the contract resulting from this RFP is from August 1, 2020 to June 30, 2025, and may be renewed for five (5) additional years, subject to mutual acceptance.

## **PROPOSAL SPECIFICATIONS**

Proposals must be submitted on eight and one-half by eleven inch (8 ½" x 11") paper with tabs separating the major sections of the proposal. The four major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Respondent's Qualification Statement (Appendix xx)
2. Technical Proposal
3. Management Proposal; and,
4. Cost Proposal

### **1. LETTER OF SUBMITTAL**

The Letter of Submittal will include the attached Respondent's Qualification Statement, Proposal Certification, Drug Free Workplace, and completed W9 must be signed and dated by a person authorized to legally bind the vendor to contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the vendor and any proposed sub-contractors:

- (1) Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- (2) Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- (3) Legal status of the vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- (4) Federal Employer Tax Identification number or Social Security number.

### **2. TECHNICAL PROPOSAL**

The respondent will provide a comprehensive proposal for services of the college's upcoming café service operations with focused attention in the following areas:

1. Comprehensive description of all menu concepts, including item and price.
2. Explain your approach to offering food variety in similar size operations. Please include sample menus and respond to the following:
  - a. How would you incorporate ethnic, specialty, and "heart healthy" items into your menu?
  - b. How often, if ever, do your menus and/or "specials" rotate?
3. Proposed service hours.
4. Sanitation and housekeeping procedures and standards.
5. Environmental and sustainability procedures.
6. Employee training programs, especially as pertains to customer service, food sanitation and safety, safe work habits, use of equipment, use of chemicals, use of fire extinguishers, and other relevant staff training.

### **3. MANAGEMENT PROPOSAL**

#### **A. Vendor Management**

1. Résumé with current references for all management.
2. Proposed labor staffing for your food services program.

#### **B. Experience of the CONSULTANT**

- (i) Brief history of your company.
- (ii) Management structure, including supervisory management support to the operation at the college.
- (iii) Nutrition Education. Detail the nutritional education background of your staff who will be working directly with the college.
- (iv) Customer Satisfaction. Provide a sample survey from current customers as to your food quality and variety.
- (v) List of operations on campuses or locations of similar size. Include campus/location name, length of service, client name, title, phone number and email address.

#### **C. Lost Accounts**

The COLLEGE requires a comprehensive list of all business your company has lost in the last three (3) Years. Include campus/location name, client name, title, phone and email address.

#### **D. References**

List names, addresses, telephone numbers, and email addresses of three (3) business references for the vendor and three (3) business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current college staff as references. By submitting a response to this proposal, the vendor and team members grant permission to college to contact these references and others, who from college's perspective, may have pertinent information. College may or may not, at college's discretion, contact references. The college may evaluate references at the college's discretion.

#### **E. OMWBE Certification (OPTIONAL AND NOT SCORED)**

Include proof of certification of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

#### **4 FINANCIAL PROPOSAL**

The evaluation process is designed to award this procurement not necessarily to the respondent of least cost, but rather to the respondent whose proposal best meets the requirements of this RFP. The college requests a fee basis of payment rather than a percentage basis.

At a minimum, the cost proposal must include:

1. Proposed fee(s) to be paid to the college.
2. Contributions to be made to the St. Petersburg College.
3. Any incremental funding the respondent wishes to propose.
4. Equipment and/or facility recommendations with cost schedule attached.
5. Capital investment potential.
6. Any income guaranteed to the College.

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## SUMMARIZED SCHEDULE OF EVENTS

<i>Time</i>	<i>Date &amp; Day</i>	<i>Description</i>
2:00 PM	June 12, 2020	RFP issued
10:00 AM	June 17, 2020	Mandatory Pre-Proposal Conference/Walk Through at the Olympus Cafe location, 600 E. Klosterman Road, Building BB, 1 <sup>st</sup> Floor, Tarpon Springs, FL 34689. At this time you will be able to tour the facility and ask questions. If questions are asked which require material specification, an Addendum will be published as distributed to all participants as soon as possible as well as posted to the SPC bid site, <a href="https://webapps.spcollege.edu/purchasing/">https://webapps.spcollege.edu/purchasing/</a>
12:00 Noon	<b>June 30, 2020</b>	<b>RFP Deadline</b>
12:15PM	June 30, 2020	RFP Opening at St. Petersburg College – EpiServices, 14025 58th Street North, Clearwater, FL 33760 in Room 217
	July 1, 2020 to July 8, 2020	Selection committee reviews proposals
2:00PM	July 9, 2020	Three finalists notified.
10:00 AM	July 14, 2020	Finalist Presentations-Tarpon Springs Campus, Location TBA
2:00 PM	July 15, 2020	Vendor Selection
2:00 PM	July 15, 2020	Intent to Procure

## PROPOSAL SCORING

To ensure all proposals are fairly evaluated, scored and ranked, it is very important that the RFP responses are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal. Please provide one (1) original RFP response; and one (1) electronic copy with all proposal submittal requirements combined in *PDF* format.

**RFPs will be evaluated based upon three criteria:**

- 1. Technical Proposal (60 points)**
- 2. Management Proposal (20 points)**
- 3. Financial Proposal (20 points)**

### PROPOSALS DUE:

Due to COVID 19, SPC encourages all proposals be mailed to St. Petersburg College, Attn: Mr. Thomas Russell, Director of Procurement, EpiServices, 14025 58<sup>th</sup> Street North, Clearwater, Florida 33760. **The College must receive the proposal no later than 12:00 noon Eastern Daylight Savings Time (according to the College's time piece) on June 30, 2020.** Hand delivered proposals will be received on June 30, 2020 from 11:00 am to 12:00 noon Eastern Daylight Savings Time only at the front entrance of EpiServices, 14025 58<sup>th</sup> Street North, Clearwater, FL 33760.

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## EVALUATION PROCESS

- A. The Evaluation Committee (“Evaluation Committee”) may consist of College administrators, staff, faculty, and students who have a vested interest in the development of the Olympus Cafe’s success. It is anticipated the Evaluation Committee will consist of eight (8) members.
- B. The Evaluation Committee will review all proposals received and accepted, and evaluate each proposal based on the evaluation criteria provided above. The Evaluation Committee will select three (3) companies deemed to be the most highly qualified to perform the required services unless less than three proposals are received, in which case the Evaluation Committee will rank order as many companies as applied. The College will then begin notify the finalists and schedule vendor presentations.
- C. Each finalist will be invited to make a presentation for the Evaluation Committee.
- D. After all presentations, the Evaluation Committee will select a vendor based on their proposal and presentation to SPC.
- F. The committee’s recommendation will be submitted to the Board of Trustees for final approval.

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## APPENDIX A

Description	Model	Qty
Reach-In Refrigerator	Atosa #MBF8005GR	1
Reach-In Freezer	Atosa #MBF8002GR	1
Refrigerator	True #T-49	1
Refrigerator	True #T-49-HC	1
Freezer	True #T-49-F	1
Ice Machine	Manitowoc #1320	1
Hot Dog Broiler	Wyott DR-1A	1
S/S Table 30x48x36 legs/undershelf		1
S/S Cabinet 24x48		1
Utility Cart	Rubbermaid	1
Utility Cart	Lakeside #710	1
Utility Cart	Lakeside #748	1
Mop Sink	Advance Tabco	1
Equipment Stand	Advance Tabco #EG-307	1

## RESPONDENT REGISTRATION FORM

Anyone interested in doing business with St. Petersburg College is required to complete the Respondent Registration Form. The completed form does not guarantee an opportunity to submit a proposal, but does help the College in evaluating your business for future opportunities.

Business Name	
Mailing Address  (Street/P.O. Box)  City  State  Zip  County	
Contact Person	Title
Telephone #	Fax #
Email Address	
Website Address	
Type of business/service offered	
Is your company certified by the State of Florida's Office of Supplier Diversity as a Minority/Woman Owned Business?      _____ YES      _____ NO  If yes, identify certification and submit copies with this form	
Please return the completed form to <a href="mailto:SPCPurchasing@spcollege.edu">SPCPurchasing@spcollege.edu</a> ATTN: Mr. Thomas Russell, Director of Procurement	

## STATEMENT OF NO PROPOSAL

RFQ \_\_\_\_\_

If your company does not intend to respond to this RFQ, please complete and return this form prior to the date shown for receipt of Proposals to: [SPCPurchasing@spcollege.edu](mailto:SPCPurchasing@spcollege.edu)

Attn: Mr. Thomas Russell, Director of Procurement

The undersigned declines to submit a proposal on the above referenced Invitation to Proposal for the following reason(s):

\_\_\_\_ Specifications are too "restrictive." (Please explain below)

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\_\_\_\_ Unable to meet specifications

\_\_\_\_ Specifications were unclear. (Please explain below)

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\_\_\_\_ 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)

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\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Email address

## PROPOSAL CERTIFICATION

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

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read and understand the terms and conditions of the Request for Proposal.

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 \_\_\_\_\_

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

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

Signature \_\_\_\_\_

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

Legal Name of Respondent \_\_\_\_\_

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

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

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_

## RESPONDENT'S QUALIFICATION STATEMENT

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

Submitted to: St. Petersburg College, Director of Procurement

Submitted by

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Principal Office: \_\_\_\_\_

\_\_\_\_ Corporation    \_\_\_\_ Partnership    \_\_\_\_ Individual    \_\_\_\_ Joint Venture    \_\_\_\_ Other

(Note: Attach separate sheets as required.)

1. How many years has your organization provided the requested services? \_\_\_\_\_

2. How many years under the present business name? \_\_\_\_\_

If applicable:

Former business name: \_\_\_\_\_ # Years: \_\_\_\_\_

3. Corporations, answer the following:

Date of incorporation: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

President: \_\_\_\_\_

Regional Manager: \_\_\_\_\_

District Manager: \_\_\_\_\_

4. Partnerships, answer the following:

Date of organization: \_\_\_\_\_

Type of partnership: \_\_\_\_\_

Names and addresses of partners (if applicable):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

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

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

6. Have you ever failed to complete any contract awarded to you? \_\_\_\_ YES \_\_\_\_ NO

***If yes, indicate when, where, why, and name/telephone number of persons we may talk to about this:***

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

7. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contact? \_\_\_\_ YES \_\_\_\_ NO

***If yes, state circumstances:***

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9. Worker's Compensation insurance policy number \_\_\_\_\_

Name of company: \_\_\_\_\_

Policy amount: \_\_\_\_\_

10. Comprehensive General Liability \_\_\_\_ OR Professional Liability \_\_\_\_

Policy number: \_\_\_\_\_

Name of company: \_\_\_\_\_

Policy amount: \_\_\_\_\_

(\$500,000 combined single limit minimum)

The Board of Trustees, St. Petersburg College, will be named additional insured for General Liability coverage if our company is awarded the bid? \_\_\_\_ YES \_\_\_\_ NO

***PLEASE NOTE: A "No" answer will disqualify your bid.***

11. 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):

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Respondent's Qualification Statement reviewed and submitted by:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

NOTARIZATION

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Personally known to me \_\_\_\_\_ YES \_\_\_\_\_ NO

OR

Produced Identification: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

Notary Public State of: \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
(Printed, typed or stamped Commissioned name of Notary Public)



## DRUG FREE WORKPLACE

The undersigned Respondent in accordance with Florida Statute 287.087 hereby certifies 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 proposed 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 proposal, 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 any controlled substance law of the United States or any state violation occurring in the workplace, no later than 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 an 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 company complies fully with the above requirements.

---

Respondent's Signature

---

Date

# Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/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) ▶ _____	<input type="checkbox"/> Exempt payee
	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.

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

Social security number									
			-				-		

Employer identification number									
			-						

## 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.

<b>Sign Here</b>	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>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <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.