

ITB SPC# 05-15-16

Introduction: The College is seeking bids from suppliers interested in providing promotional and marketing items to the College. The college intends to select one or more qualified firms to provide the items and services as described in this Invitation to Bid (ITB).

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 27 – Proposal Certification
- Page 28 – Statement of No Bid (*if applicable*)
- Page 29 – Identical Tie Bids – Special Conditions
- Page 30 – Respondents Qualification Statement
- Page 33 – Minority and Woman Owned Business Declaration (*if applicable*)
- Page 34 – 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 Karen Reynolds via email at reynolds.karen@spcollege.edu

Where do we submit our bid?

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

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

Invitation to Bid

SPC 05-15-16

Promotional and Marketing Items

St. Petersburg College

SPC

Due on

April 12, 2016 @ 2:00 pm

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GENERAL CONDITIONS

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

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

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

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

revisions and amendments, if any, will be announced by an addendum to the bid. If the revisions and amendments are of a nature which require material changes in quantities or prices, the date set for the opening of the bid may be postponed by such number of days as in the opinion of the Director of Procurement will enable bidders to revise their bid. In such cases the addendum will include an announcement of the new bid opening date. The bidders shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their bid.

7. **CONFLICT OF INTEREST:** The person or firm submitting a bid is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the College. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

In accordance with Section 112.313(3), Florida Statutes, no College officer or employee acting in a private capacity may rent, lease, or sell any realty, goods or services to the College, unless the transaction is otherwise exempted under Section 112.313(12), Florida Statutes. Therefore, any vendor who is a College employee or who has an interest in the vendor's firm, and the transaction is not otherwise exempted, cannot contract with the College to provide the services set forth in this ITB.

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. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the Unit Price quoted will govern. All prices are F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
- a) **TAXES:** The College does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal

property made by contractors who use tangible personal property in the performance of contracts for the improvement of the College owned real property as defined in chapter 192 of the Florida Statutes.

- b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In the event of extension error(s), the unit price will prevail and the bidder's extension and total offer will be corrected accordingly. In the event of additional error(s), the unit price and extension thereof will prevail and the bidder's total offer will be corrected accordingly.
- c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) and that all containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- d) **BIDDER'S CONDITIONS:** The Board, College President or designee specifically reserves the right to reject any conditional bid.

- 10. 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.**

- 11. 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

12. **SAMPLES:** Samples of items 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.
13. **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.
14. **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.
15. **IDENTICAL OR TIE BIDS:** In the event two (2) or more proposers submit the exact dollar amount as their proposal offer, the following criteria, in order of importance, shall be used to break the tie: (1) Drug Free Work Place, (2) Florida proposers, (3) Bidder's place of business is within Pinellas County, (4) or by flip of coin, when all other factors are equal.
16. **DISPUTES & PROTESTS:** In any case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the College shall be final and binding on both parties. Failure to file a protest within the prescribed in FS 120.57(3) shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

17. **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.

18. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required making delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be between 3:00 pm but no later than 4:30 pm, Monday through Friday, excluding holidays. Delivery is only to one college location

19. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto the College property to deliver materials or perform work or services as a result of a bid award, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The bidder shall be liable for any damages or loss to the College occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

20. **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.

21. **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”.

22. **ANTI-DISCRIMINATION/EQUAL OPPORTUNITY:** The bidder certifies that he or she is in compliance with the nondiscrimination clause in Section 202, Executive Order 11246, as amended by executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, ethnicity, religion, sex, age, national origin, marital status, sexual orientation, gender identity, genetic information, or against any qualified individual with disabilities in its employment practices.
23. **OSHA:** The bidder warrants that the product(s) supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. (MSDS Statement)
24. **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.
25. **INTERPRETATIONS:** All bidders shall carefully examine the ITB documents. Bidders are expected to examine the terms and conditions, specifications, Scope of Work, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Any questions concerning conditions and specifications should be submitted to the Purchasing Department in writing via fax or email no later than the date specified in the attached Schedule of Events. Please email your questions to Karen Reynolds reynolds.karen@spcollege.edu. Any interpretation of or changes to the ITB will be made in the form of a written addendum to the ITB and will be furnished to all bidders.
26. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results as part of any commercial advertising without prior approval of the College.
27. **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)]

- 28. SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.
- 29. 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.
- 30. SUBMITTAL:** This Bid must be submitted by April 12, 2016 @ 2 PM. All sealed bids will not be opened until then. Please make sure the following information is CLEARLY printed on the outside of the submitted bid:

Vendor Name and Address

Bid Number: SPC 05-16-16 Promotional and Marketing Supplies

Due: April 12, 2016 @ 2:00p.m.

Send Bid to:

Karen Reynolds, Purchasing Manager

St. Petersburg College

Epi Services Building

14025 58th St. North

Clearwater, FL 33760

Opened In: Conference room 110

BIDDING AND AWARD PROCESS

Award

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

Extension of Time for Acceptance

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.

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SCHEDULE OF EVENTS

Time	Day/Date	Description
	Tuesday 03/01/2016	ITB 05-15-16 Issued
	Monday 03/07/2016 thru Friday 03/11/2016	SPC Closed for Spring Break
3:00 PM	Monday 03/14/2016	Q&A - Final day to submit questions pertaining to this ITB. Please email all questions to reynolds.karen@spcollege.edu
3:00 PM	Monday 03/14/2016	Submission due date for initial shirt samples. Deliver to Karen Reynolds – Purchasing St. Petersburg College Epi Center 14025 58 St. N Largo, FL 33760
3:00 PM	Friday, 03/18/2016	<ul style="list-style-type: none"> • Q&A addendum sent to vendors via email, posted to www.spcollege.edu/purchasing/ • Request for additional shirt samples <i>if original doesn't meet SPC quality standards</i>
3:00PM	Weds., 03/23/2016	Deadline to submit second sample <i>(if requested)</i>
2:00 PM	Tuesday, 04/12/2016	ITB Deadline. Deliver sealed Proposals to the purchasing office located at: EpiCenter Services Bldg. 14025 58th St. North Clearwater, FL 33760
2:00PM	Friday, 04/15/2016	Recommendation to Award posted to www.spcollege.edu/purchasing/

INSURANCE REQUIREMENTS

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

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

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

BID SPECIFICATIONS

I. General- The purpose of this bid is to establish the cost of the required Promotional and Marketing Items, as specified. Bid only on the brands specified due to College standardization of Promotional Supplies.

II. Technical-

A. The following Promotional Supplies are required:

◆ *Final price per item should include all shipping and set up fee's*

Item #	SPC Catalog #	Description	Estimated Annual Quantity	Final Price Per Item
1	15-108BL	Knitted, cotton lanyard with metal lobster claw on a swivel hook. Reflux/Royal Blue- 1 imprint white color, 5/8" wide by 36-42" long	10K	
2	15-105TD	1 GB USB flash drive. Reflux/Royal Blue - 1 imprint color- white.	5K	
3	16-137PC	Portable charger - 220 MAH lithium ion grade A, non-recycled battery. Features a USB output and micro USB input. Cord included. Requires your phone's charging cord to charge your device. Output 5V-.8 Amp. Charges most phones, tablets and devices. Reflux/Royal Blue - 1 imprint color- white.	250	
4	15-109CC	USB Car Charger – Single port ABS, plastic. Reflux/Royal Blue - 1 imprint color- white.	600	
5	15-110WC	USB Wall Charger – Cell and mobile phone battery recharger, plugs into wall socket. Reflux/Royal Blue - 1 imprint color- white.	3K	
6	15-111BS	Sunglasses – Durable plastic frames. UV400 protection. Reflux/Royal Blue - 1 imprint color- white.	1500	

Item #	SPC Catalog #	Description	Estimated Annual Quantity	Final Price Per Item
7	16-140BN	Spiral notebook with sticky notes – Sticky notes in various colors and shapes, card holders, approximate size 4.5x6.25 inches. Outside cover Reflux/Royal Blue - 1 imprint color- white.	5K	
8	16-141BP	Portfolio – 6x8.75 inches overall size, includes 5x7 30-page writing pad, elastic pen loop. Pen not included. Outside cover Reflux/Royal Blue - 1 imprint color- white.	250	
9	16-148BP	Large Microfiber Portfolio – Size 10 3/8 W x 13 1/2 H, includes 20-page 8.5x11 writing pad, outside zipper for security, 8 card holders, elastic pen loop, 3 interior pockets (one with a zipper), and a mesh ID holder. Outside cover Reflux/Royal Blue - 1 imprint color- white.	250	
10	16-142SC	Silicone card sleeve – Adheres to the back of your phone with strong adhesive, silicone material. Reflux/Royal Blue - 1 imprint color- white.	1K	
11	15-117OT	Orbit Tumbler – Travel mug holds 24 ounces of hot or cold beverage, clear design, blue push-on lid, blue imprint.	3K	
12	15-118CT	Coffee Tumbler – Silvertone-rimmed, push-on lid, holds 15 ounces. Reflux/Royal Blue - 1 imprint color- white.	250	
13	15-119WB	Water Bottle – 20 ounce, BPA-free, sport bottle with screw-on cap, features a push-pull lid for tight, leak-proof seal. Reflux/Royal Blue - 1 imprint color- white.	3K	
14	15-120BK	Koozie – Collapsible can cooler, heavy duty polyester with foam liner. Reflux/Royal Blue - 1 imprint color- white.	10K	

Item #	SPC Catalog #	Description	Estimated Annual Quantity	Final Price Per Item
15	15-122BP	Drawstring Backpack – Polyester material with a double drawstring, approximate size 16.5 x 14. Reflux/Royal Blue - 1 imprint color-white.	10K	
16	16-147LB	Lunch Bag – Non-woven, polypropylene, insulated lunch tote/bag, with zipper closure, mesh pocket on side non-woven pocket on opposite side, plastic bottom insert approximately 9x7x14. Reflux/Royal Blue - 1 imprint white	3K	
17	15-112MC	Mesh Back Hat – 100% brushed cotton twill, mesh back with Velcro closure. Reflux/Royal Blue - 1 imprint color- white.	500	
18	16-144CC	Cotton Twill Cap – Fabric 98/2 cotton/Spandex; structure: structured; profile: mid; closure: stretch fit; sizes S/M & L/XL. Reflux/Royal Blue - 1 imprint color-white.	100	
19	16-145SB	Stress Ball – Size 2 3/4" diameter. Reflux/Royal Blue - 1 imprint color- white.	1K	
20	15-114BP	Pennant – Felt pennant, size 8x18". Reflux/Royal Blue - 1 imprint color- white.	3K	
21	15-115BP	Lapel Pin – Size 1 1/16 x 1 ¼. Reflux/Royal Blue - 1 imprint color- white.	5K	
22	16-146BB	Button – Size 2 1/4" diameter, plastic celluloid layer over top. Reflux/Royal Blue - 1 imprint color- white.	5K	
23	15-106BP	Pen – Blue pen with dimpled black rubber grip, medium point, black ink. Reflux/Royal Blue - 1 imprint color- white.	30K	
24	16-138SP	Pen with Stylus – Twist action, rubber grip for writing comfort and control. Reflux/Royal Blue - 1 imprint white	1K	

Item #	SPC Catalog #	Description	Estimated Annual Quantity	Final Price Per Item
25	16-139BP	BIC Pencils – Wood barrels with No. 2 graphite lead. Reflux/Royal Blue - 1 imprint color- white.	1500	
26	15-124BO	Oval Sticker – Adheres to windows or bumpers, size 4x3". Reflux/Royal Blue - 1 imprint color- white.	3K	
27	15-125WW	Car Window Sticker- Clear sticker with white type, adheres to window, slit in the middle on the back, 20x2".Reflux/Royal Blue - 1 white imprint color-	20K	
28	16-143BT	Table Throw – Covers four sides of the table, flame retardant, premium polyester poplin fabric, machine washable, wrinkle resistant. Reflux/Royal Blue - 1 imprint color- white.	20	
29	15-102BA 15-102BB 15-102BC	Blue T-Shirts –pre-shrunk 100% cotton, 1 color imprint on front - white. Sizes: S-XL	3K	
30	15-102BA 15-102BB 15-102BC	Blue T-Shirts –pre-shrunk 100% cotton, 1 color imprint on front - white. Sizes: 2XL-6XL	500	
31	15-102WA 15-102WB 15-102WC	White T-Shirts –pre-shrunk 100% cotton, 1 color imprint on front - blue. Sizes: S-XL	1500	
32	15-102WA 15-102WB 15-102WC	White T-Shirts –pre-shrunk 100% cotton, 1 color imprint on front - blue. Sizes: 2XL-6XL.	250	
33	16-136BW	T-shirts – pre-shrunk 100%cotton, Reflux/Royal Blue - 1 imprint color - white - on front. Size: XS	250	

Item #	SPC Catalog #	Description	Estimated Annual Quantity	Final Price Per Item
34	16-129BW	Women’s Polo Shirt Reflux/Royal Blue - 1 imprint color- white, fitted Port Authority cotton touch performance, 5.7 ounce, 95/5 poly/spandex jersey, gently contoured silhouette, self-fabric collar, open Y neck, tag-free label, set-in open hem sleeves. Sizes XS-XL	1K	
		Women's Polo Shirt Reflux/Royal Blue - 1 imprint color- white, fitted Port Authority cotton touch performance, 5.7 ounce, 95/5 poly/spandex jersey, gently contoured silhouette, self-fabric collar, open Y neck, tag free label, set-in open hem sleeves. Sizes 2XL – 4XL	250	
		Women’s Polo Shirt Reflux/Royal Blue - 1 imprint color- white, 95/5 poly/spandex jersey, self-fabric collar, dyed to match buttons. Sizes 5XL-6XL.	20	
35	16-130BM	Men’s Polo Shirt Reflux/Royal Blue - 1 imprint color- white, Port Authority cotton touch performance, 5.7 ounce, 95/5 poly/spandex jersey, self-fabric collar, tag-free label, 3- button placket with dyed to match buttons, set-in open hem sleeves. Sizes XS-XL	1K	
		Men’s Polo Shirt Reflux/Royal Blue - 1 imprint color- white, Port Authority cotton touch performance, 5.7 ounce, 95/5 poly/spandex jersey, self-fabric collar, tag-free label, 3- button placket with dyed to match buttons, set-in open hem sleeves. Sizes 2XL-4XL	250	

Item #	SPC Catalog #	Description	Estimated Annual Quantity	Final Price Per Item
35 (cont.)		Men's Polo Shirt Reflux/Royal Blue - 1 imprint color- white, 95/5 poly/spandex jersey, self-fabric collar, dyed to match buttons. Sizes 5XL-6XL	20	
36	16-104BM	Men's Blue Long-sleeved Oxford Shirt – Reflux/Royal Blue - 1 imprint color- white, wash and wear, wrinkle resistant, 4.5 ounce, 55/45 cotton/poly, button-down collar, dyed to match buttons, patch pocket, box back pleat, adjustable cuffs. Sizes S-XL	500	
		Men's Blue Long-sleeved Oxford Shirt – Reflux/Royal Blue - 1 imprint color- white, wash and wear, wrinkle resistant, 4.5 ounce, 55/45 cotton/poly, button-down collar, dyed to match buttons, patch pocket, box back pleat, adjustable cuffs. Sizes 2XL-6XL	250	
37	16-104WM	Men's White Long-sleeved Oxford Shirt – White - 1 imprint color- Reflux/Royal Blue, wash and wear, wrinkle resistant, 4.5 ounce, 55/45 cotton/poly, button-down collar, dyed to match buttons, patch pocket, box back pleat, adjustable cuffs. Sizes S-XL	250	
		Men's White Long-sleeved Oxford Shirt – White - 1 imprint color- Reflux/Royal Blue, wash and wear, wrinkle resistant, 4.5 ounce, 55/45 cotton/poly, button-down collar, dyed to match buttons, patch pocket, box back pleat, adjustable cuffs. Sizes 2XL-6XL	100	

Item #	SPC Catalog #	Description	Estimated Annual Quantity	Final Price Per Item
38	16-131BW	Women’s Blue Long-sleeved Oxford Shirt – Reflux/Royal Blue - 1 imprint color- white, wash and wear, wrinkle resistant, 4.5 ounce, 55/45 cotton/poly, open collar, dyed to match buttons, patch pocket, adjustable cuffs. Sizes S-XL	1k	
		Women’s Blue Long-sleeved Oxford Shirt – Reflux/Royal Blue - 1 imprint color- white, wash and wear, wrinkle resistant, 4.5 ounce, 55/45 cotton/poly, open collar, dyed to match buttons, patch pocket, adjustable cuffs. Sizes 2XL-6XL	60	
39	16-131WW	Women’s White Long-sleeved Oxford Shirt – White - 1 imprint color- Reflux/Royal Blue, wash and wear, wrinkle resistant, 4.5 ounce, 55/45 cotton/poly, open collar, dyed to match buttons, patch pocket, adjustable cuffs. Sizes S-XL	250	
		Women’s White Long-sleeved Oxford Shirt – White - 1 imprint color- Reflux/Royal Blue, wash and wear, wrinkle resistant, 4.5 ounce, 55/45 cotton/poly, open collar, dyed to match buttons, patch pocket, adjustable cuffs. Sizes 2XL-6XL	30	

- B.** All items must meet or exceed the above product descriptions provided in Bid Specification part II “Technical”, item A. This designation is not meant to limit competition. Rather, it is necessary because of the standard adopted by the College for the category of commodity.
- C.** Initial product samples are being requested for each shirt (style/color), the portable charger and USB flash drive. Samples should be sent to Purchasing no later than Monday, March

14th. Samples will be reviewed to ensure they meet SPC quality standards. If an item does not meet SPC standards, the vendor will be notified and another sample will be requested. If the second sample doesn't meet our expectations the vendor may not be considered for that item during the award process. SPC Logo is not required on samples

All orders will be delivered within thirty (30) working days from receipt of a PO. Permission from Ashley Gebler, Marketing Project Manager, gebler.ashley@spcollege.edu, must be obtained for any circumstances that require delivery outside of this requirement.

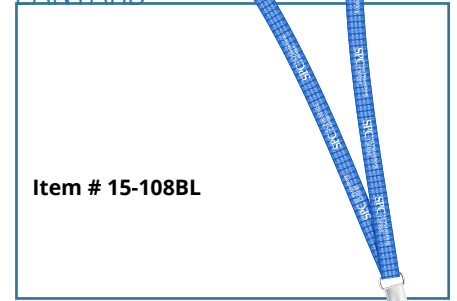
- D.** Quantities provided in the ITB are based on the college's previous fiscal year orders. The estimated quantities are not a guarantee to purchase that amount of product. The estimates are provided as a guide to help you formulate your pricing structure. Actual quantities for each item may be more or may be less.
- E.** The initial contract period will be on or about July 1, 2016 through June 30, 2017. By mutual consent of the College and the Contractor the contract may be renewed after the initial period for an additional two (2) years, one year at a time. **Prices shall be firm for the initial year.** Price increases in renewal years shall not exceed the annual rate of inflation as determined by the Consumer Price Index for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics or any successor or substitute index appropriately adjusted, as of the last day of April in any renewal year.
- G.** For awarded items, the Contractor(s) will be issued an initial purchase order for at least 1/3 of the estimated annual quantities on July 1, 2016. Subsequent purchase orders will be issued as needed throughout the remaining contracted year.
- H.** You may bid on all or any part of this bid. A recommendation for bid award may be made on the basis of a split between several vendors, unless one vendor is the low bidder on all items.
- I.** The College reserves the right to terminate any contract arising from this in the event of unsatisfactory service or of product delivered that does not meet specifications upon written notice provided to the Contractor via Certified Mail describing the deficiencies in service or product.

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

T-SHIRTS



LANYARD



DISTRICT® JUNIORS TEE



WOMEN'S FITTED POLO



MEN'S COTTON TOUCH POLO



MEN'S BLUE OR WHITE OXFORD



WOMEN'S BLUE OR WHITE OXFORD



WOMEN'S POLO



MEN'S POLO



WOMEN'S GOLF DRI-FIT POLO



MEN'S GOLF DRI-FIT POLO



PROMOTIONAL MATERIALS

USB DRIVE



Item # 15-105TD

PORTABLE CHARGER



Item # 16-137PC

USB CAR CHARGER



Item # 15-109CC

USB WALL CHARGER



Item # 15-110WC

SUNGLASSES



Item # 15-111BS

SPIRAL NOTEBOOK WITH STICKY NOTES



Item # 16-140BN

PORTFOLIO



Item # 16-141BP

LARGE MICROFIBER PORTFOLIO



Item # 16-148BP

SILICONE CARD SLEEVE



Item # 16-142SC

ORBIT TUMBLER



Item # 15-117OT

COFFEE TUMBLER



Item # 15-118CT

WATER BOTTLE



Item # 15-119WB

KOOZIE



Item # 15-120BK

DRAWSTRING BACKPACK



Item # 15-122BP

LUNCH BAG



Size: 14" x 9" x 7".
Item # 16-147LB

MESH BACK HAT



Item # 15-112MC

COTTON TWILL CAP



Item # 16-144CC

STRESS BALL



Item # 16-145SB

PENNANT



Item # 15-114BP

PIN



Item # 15-115BP

BUTTON



Item # 16-146BB

PROMOTIONAL MATERIALS

PFN



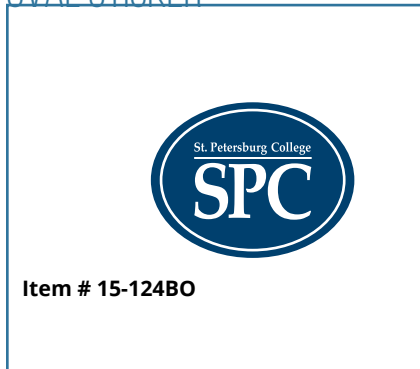
PEN WITH STYLUS



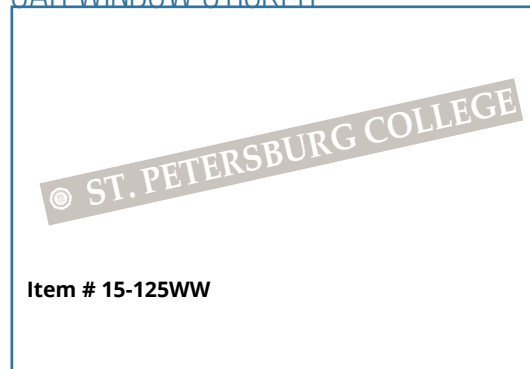
BPS BIC® PENCILS



OVAL STICKER



CAR WINDOW STICKER



6' TABLE THROW



ORDER PROCESS

Ready to place your order? Complete the following online order form by November 1st. Please contact [Ashley Gebler](#) with any questions.

PROPOSAL CERTIFICATION

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm 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 _____

Signature _____

Name(s) and Title(s) _____

Legal Name of Respondent _____

Mailing Address _____

City, State, Zip _____

Telephone _____ Fax _____

Email _____

Date _____



St. Petersburg College
P.O. Box 13489
St. Petersburg, FL 33733-3489

STATEMENT OF NO BID

If your company does not intend to respond to ITB # 05-15-16, 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 # 727-444-6580.

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

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

Unable to meet specifications

Specifications were unclear. (Please explain below)

Insufficient time to respond

We do not offer this type of product or equivalent

Other (Please explain below)

Company Name: _____ Title: _____

Signature: _____ Telephone: _____

Printed Name: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip _____

IDENTICAL TIE BIDS - SPECIAL CONDITIONS

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

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

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

Vendor's Signature: _____ Date: _____



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 Facilities Services

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 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? If so, 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 contract? Yes _____ No _____

If yes, state circumstances: _____

9. Worker's Compensation insurance policy number: _____

Name of company: _____ Policy amount: _____

10. Comprehensive General Liability policy number: _____

Name of company: _____ Policy amount _____
((\$500,000 combined single limit minimum))



St. Petersburg College
P.O. Box 13489
St. Petersburg, FL 33733-3489

The Board of Trustees, St. Petersburg College, will be named additional insured for General Liability coverage if our firm is awarded the bid? Yes _____ No _____
(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):

Date: _____ Name of Company: _____

By: _____
(Authorized Signature)

Title: _____

NOTARIZATION

Sworn to and subscribed before me this _____ day of _____, 2015

Personally known _____
Notary Signature

Produced Identification: _____

Type of Identification: _____

Notary Public State of: _____

My Commission expires: _____

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

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.

<p>Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
--	--	---

<p>Print or type See Specific Instructions on page 2.</p>	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		ST PETERSBURG COLLEGE PO BOX 13489 ST PETERSBURG FL 33733
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										
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Employer identification number										
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; height: 20px;"> </td> <td style="width:10%; height: 20px;"> </td> <td style="width:10%; height: 20px;"> </td> <td style="width:10%; height: 20px;"> </td> <td style="width:10%; height: 20px;"> </td> <td style="width:10%; height: 20px;"> </td> <td style="width:10%; height: 20px;"> </td> <td style="width:10%; height: 20px;"> </td> <td style="width:10%; height: 20px;"> </td> <td style="width:10%; height: 20px;"> </td> </tr> </table>										

Part II Certification

Under penalties of perjury, I certify that:

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

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 ▶
------------------	----------------------------	--------

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a 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.

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.

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.

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 ³ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
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.

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.