

IFB114083: Milliken Carpet Addendum #3

Manufacturer's specifications for carpet and carpet tiles currently utilized in MCC buildings follow.

No further questions will be considered.

**PLEASE NOTE:**

**This bid will be opened at 2:05 pm, March 20, 2008 in the Purchasing Office of Manchester Community College, Lowe Bldg, L-143. Bids received after 2:00pm will be rejected. There will be no exceptions.**

**This is a public bid opening.**

# Attitudes®

**SPECIFICATIONS (36" x 36" Modular with Comfort Plus® ES cushion):**

Specifications subject to normal manufacturing tolerances and may be changed without prior notice. Copies of actual test results available upon request.

**P/6601 Attitudes**

Construction	Tufted, Textured Loop Pile
Face Fiber	100% Milliken Certified WearOn® Type 6,6 Nylon
Stain Repel/Stain Resist/Soil Release	StainSmart®
Antimicrobial	AlphaSan® Built-In Protection
Dye Method	Space Dye/Millitron®
Finished Face Weight	20 oz./sq.yd. (678.1 g./sq.m.)
Gauge	1/8 (31.5/10 cm.)
Rows	8.0/in. (31.5/10 cm.)
Tufts	66.2/sq.in. (1,026.4/100 sq.cm.)
Finished Pile Height	0.152 in. (3.86 mm.) avg.
Standard Backing	PVC-Free Comfort Plus® ES cushion Available with TractionBack® as P/6901
Nominal Total Thickness	0.41 in. (10.4 mm.)
Tile Size	36 x 36 in. (914.4 x 914.4 mm.)
Nominal Total Weight	112.0 oz./sq.yd. (3,797.6 g./sq.m.)
Flammability (Radiant Panel ASTM-E-648)	≥ 0.45 (Class I)
Smoke Density (NFPA-258-T or ASTM-E-662)	≤ 450
Methenamine Pill Test (CPSC FF-1-70 or ASTM D 2859)	Self-Extinguishing
Lightfastness (AATCC 16E)	≥ 4.0 at 80 hrs.
Crocking (AATCC 165)	≥ 4.0 wet or dry
Static Electricity (AATCC-134) 20% R.H.,70° F.	≤ 3.5 KV, Permanent Conductive Fiber
Dimensional Stability - Aachener Test (DIN Standard 54318)	≤ 0.2%
Appearance Retention Rating (CRI TM101)	Severe Use
Recommended Maintenance	MilliCare® Textile and Carpet Care Service Network
Indoor Air Quality – CRI Green Label Plus™	GLP0793, Carpet Category 5Y

This cushion-back carpet tile product is covered by one or more patents, published applications and/or patents pending.

Milliken is a carbon negative manufacturer and operates with zero waste to landfill. All Milliken modular carpets are renewable through Earth Square® and all components are recyclable. No other modular carpet contributes more to LEED certification. Milliken modular carpet with ES (Environmentally Sustainable) backing includes up to 35% recycled content by total product weight. With ESP Backing, at least 10% of this recycled content is post-consumer.



This modular carpet with ES backing has been certified as an Environmentally Preferable Product, SCS Sustainable Choice Gold.



With the optional ESP backing (P/6609), this product has been certified SCS Sustainable Choice Platinum and California Platinum.

**Applicable Milliken Warranties include:**

- Lifetime Antimicrobial Protection (AlphaSan®)
- Lifetime Antistatic
- Lifetime Color Pattern Permanency
- Lifetime Cushion Resiliency
- Lifetime Delamination of Backing
- Lifetime Dimensional Stability
- Lifetime Edge Ravel
- Lifetime Face Fiber Wear

- Lifetime Floor Compatibility
- Lifetime Floor Release
- Lifetime Moisture Resistance
- Lifetime Staining/Soiling (StainSmart®)
- Lifetime Tuft Bind
- Flammability
- Ten-Year Sustainable Image Assurance

# Sense

**SPECIFICATIONS (36" x 36" cXc™ Modular with PerformaBac™ ES cushion and TractionBack®):**

Specifications subject to normal manufacturing tolerances and may be changed without prior notice. Copies of actual test results available upon request.

**P/6964 Sense**

Construction	Tufted, Textured Loop Pile
Face Fiber	100% Invista™ Antron® Legacy Type 6,6 Nylon Twisted and Heat Set for Maximum Performance
Stain Repel/Stain Resist/Soil Release	StainSmart® and Invista DuraTech®
Bleach Resist	ColorSeal®
Antimicrobial	AlphaSan® Built-In Protection
Dye Method	Millitron®
Finished Face Weight	20 oz./sq.yd. (678.1 g./sq.m.)
Gauge	1/13 (51.2/10 cm.)
Rows	11.0/in. (43.3/10 cm.)
Tufts	156.0/sq.in. (2,416.6/100 sq.cm.)
Finished Pile Height	0.09 in. (2.29 mm.) avg.
Standard Backing	PVC-Free PerformaBac™ ES cushion with TractionBack®
Nominal Total Thickness	0.26 in. (6.6 mm.)
Tile Size	36 x 36 in. (914.4 x 914.4 mm.)
Nominal Total Weight	98.2 oz./sq.yd. (3,329.7 g./sq.m.)
Flammability (Radiant Panel ASTM-E-648)	≥ 0.45 (Class I)
Smoke Density (NFPA-258-T or ASTM-E-662)	≤ 450
Methenamine Pill Test (CPSC FF-1-70 or ASTM D 2859)	Self-Extinguishing
Lightfastness (AATCC 16E)	≥ 4.0 at 80 hrs.
Crocking (AATCC 165)	≥ 4.0 wet or dry
Static Electricity (AATCC-134) 20% R.H.,70° F.	≤ 3.5 KV, Permanent Conductive Fiber
Dimensional Stability - Aachener Test (DIN Standard 54318)	≤ 0.2%
Appearance Retention Rating (CRI TM101)	Severe Use
Recommended Maintenance	MilliCare® Textile and Carpet Care Service Network
Indoor Air Quality – CRI Green Label Plus™	GLP0793, Carpet Category 5Y

This cushion-back carpet tile product is covered by one or more patents, published applications and/or patents pending.

Milliken is a carbon negative manufacturer and operates with zero waste to landfill. All Milliken modular carpets are renewable through Earth Square® and all components are recyclable. No other modular carpet contributes more to LEED certification. Milliken modular carpet with ES (Environmentally Sustainable) backing includes up to 35% recycled content by total product weight. With ESP Backing, at least 10% of this recycled content is post-consumer.



This modular carpet with ES backing has been certified as an Environmentally Preferable Product, SCS Sustainable Choice Gold.



With the optional ESP backing, this product has been certified SCS Sustainable Choice Platinum and California Platinum.

**Applicable Milliken Warranties include:**

- Lifetime Antimicrobial Protection (AlphaSan®)
- Lifetime Antistatic
- Lifetime Color Pattern Permanency
- Lifetime Cushion Resiliency
- Lifetime Delamination of Backing
- Lifetime Dimensional Stability
- Lifetime Edge Ravel
- Lifetime Face Fiber Wear

- Lifetime Floor Compatibility
- Lifetime Floor Release
- Lifetime Moisture Resistance
- Lifetime Staining/Soiling (StainSmart®)
- Lifetime Tuft Bind
- Bleach Resistance (ColorSeal®)
- Flammability
- Ten-Year Sustainable Image Assurance

# Sisal Duet

**SPECIFICATIONS (36" x 36" Modular with Comfort Plus® ES cushion):**

Specifications subject to normal manufacturing tolerances and may be changed without prior notice. Copies of actual test results available upon request.

**P/6396 Sisal Duet**

Construction	Tufted, Textured Loop Pile
Face Fiber	100% Milliken Certified WearOn® Type 6,6 Nylon Twisted and Heat Set for Maximum Performance
Stain Repel/Stain Resist/Soil Release	StainSmart®
Antimicrobial	AlphaSan® Built-In Protection
Dye Method	Millitron®
Finished Face Weight	20 oz./sq.yd. (678.1 g./sq.m.)
Gauge	1/10 (39.4/10 cm.)
Rows	10.7/in. (42.1/10 cm.)
Tufts	107.0/sq.in. (1,658.7/100 sq.cm.)
Finished Pile Height	0.17 in. (4.37 mm.) avg.
Standard Backing	PVC-Free Comfort Plus® ES cushion Available with TractionBack® as P/6996
Nominal Total Thickness	0.387 in. (9.83 mm.)
Tile Size	36 x 36 in. (914.4 x 914.4 mm.)
Nominal Total Weight	114.0 oz./sq.yd. (3,865.4 g./sq.m.)
Flammability (Radiant Panel ASTM-E-648)	≥ 0.45 (Class I)
Smoke Density (NFPA-258-T or ASTM-E-662)	≤ 450
Methenamine Pill Test (CPSC FF-1-70 or ASTM D 2859)	Self-Extinguishing
Lightfastness (AATCC 16E)	≥ 4.0 at 80 hrs.
Crocking (AATCC 165)	≥ 4.0 wet or dry
Static Electricity (AATCC-134) 20% R.H.,70° F.	≤ 3.5 KV, Permanent Conductive Fiber
Dimensional Stability - Aachener Test (DIN Standard 54318)	≤ 0.2%
Appearance Retention Rating (CRI TM101)	Severe Use
Recommended Maintenance	MilliCare® Textile and Carpet Care Service Network
Indoor Air Quality – CRI Green Label Plus™	GLP0793, Carpet Category 5Y

This cushion-back carpet tile product is covered by one or more patents, published applications and/or patents pending.

Milliken is a carbon negative manufacturer and operates with zero waste to landfill. All Milliken modular carpets are renewable through Earth Square® and all components are recyclable. No other modular carpet contributes more to LEED certification. Milliken modular carpet with ES (Environmentally Sustainable) backing includes up to 35% recycled content by total product weight. With ESP Backing, at least 10% of this recycled content is post-consumer.



This modular carpet with ES backing has been certified as an Environmentally Preferable Product, SCS Sustainable Choice Gold.



With the optional ESP backing (P/6442), this product has been certified SCS Sustainable Choice Platinum and California Platinum.

**Applicable Milliken Warranties include:**

- Lifetime Antimicrobial Protection (AlphaSan®)
- Lifetime Antistatic
- Lifetime Color Pattern Permanency
- Lifetime Cushion Resiliency
- Lifetime Delamination of Backing
- Lifetime Dimensional Stability
- Lifetime Edge Ravel
- Lifetime Face Fiber Wear

- Lifetime Floor Compatibility
- Lifetime Floor Release
- Lifetime Moisture Resistance
- Lifetime Staining/Soiling (StainSmart®)
- Lifetime Tuft Bind
- Flammability
- Ten-Year Sustainable Image Assurance

# Theory<sup>®</sup>

**SPECIFICATIONS (36" x 36" Modular with Comfort Plus<sup>®</sup> ES cushion):**

Specifications subject to normal manufacturing tolerances and may be changed without prior notice. Copies of actual test results available upon request.

**P/6387 Theory**

Construction	Tufted, Textured Loop Pile
Face Fiber	100% Milliken Certified WearOn <sup>®</sup> Type 6,6 Nylon Twisted and Heat Set for Maximum Performance
Stain Repel/Stain Resist/Soil Release	StainSmart <sup>®</sup>
Antimicrobial	AlphaSan <sup>®</sup> Built-In Protection
Dye Method	Millitron <sup>®</sup>
Finished Face Weight	20 oz./sq.yd. (678.1 g./sq.m.)
Gauge	1/10 (39.4/10 cm.)
Rows	10.7/in. (42.1/10 cm.)
Tufts	107.0/sq.in. (1,658.7/100 sq.cm.)
Finished Pile Height	0.17 in. (4.37 mm.) avg.
Standard Backing	PVC-Free Comfort Plus <sup>®</sup> ES cushion Available with TractionBack <sup>®</sup> as P/6987
Nominal Total Thickness	0.387 in. (9.83 mm.)
Tile Size	36 x 36 in. (914.4 x 914.4 mm.)
Nominal Total Weight	114.0 oz./sq.yd. (3,865.4 g./sq.m.)
Flammability (Radiant Panel ASTM-E-648)	≥ 0.45 (Class I)
Smoke Density (NFPA-258-T or ASTM-E-662)	≤ 450
Methenamine Pill Test (CPSC FF-1-70 or ASTM D 2859)	Self-Extinguishing
Lightfastness (AATCC 16E)	≥ 4.0 at 80 hrs.
Crocking (AATCC 165)	≥ 4.0 wet or dry
Static Electricity (AATCC-134) 20% R.H.,70° F.	≤ 3.5 KV, Permanent Conductive Fiber
Dimensional Stability - Aachener Test (DIN Standard 54318)	≤ 0.2%
Appearance Retention Rating (CRI TM101)	Severe Use
Recommended Maintenance	MilliCare <sup>®</sup> Textile and Carpet Care Service Network
Indoor Air Quality – CRI Green Label Plus <sup>™</sup>	GLP0793, Carpet Category 5Y

This cushion-back carpet tile product is covered by one or more patents, published applications and/or patents pending.

Milliken is a carbon negative manufacturer and operates with zero waste to landfill. All Milliken modular carpets are renewable through Earth Square<sup>®</sup> and all components are recyclable. No other modular carpet contributes more to LEED certification. Milliken modular carpet with ES (Environmentally Sustainable) backing includes up to 35% recycled content by total product weight. With ESP Backing, at least 10% of this recycled content is post-consumer.



This modular carpet with ES backing has been certified as an Environmentally Preferable Product, SCS Sustainable Choice Gold.



With the optional ESP backing (P/6445), this product has been certified SCS Sustainable Choice Platinum and California Platinum.

**Applicable Milliken Warranties include:**

- Lifetime Antimicrobial Protection (AlphaSan<sup>®</sup>)
- Lifetime Antistatic
- Lifetime Color Pattern Permanency
- Lifetime Cushion Resiliency
- Lifetime Delamination of Backing
- Lifetime Dimensional Stability
- Lifetime Edge Ravel
- Lifetime Face Fiber Wear

- Lifetime Floor Compatibility
- Lifetime Floor Release
- Lifetime Moisture Resistance
- Lifetime Staining/Soiling (StainSmart<sup>®</sup>)
- Lifetime Tuft Bind
- Flammability
- Ten-Year Sustainable Image Assurance

Question: Is this for work on an as-needed basis?

Answer: Yes, the work is to be at the call of the college. However, the majority of work will be planned to take place during weekends, summer and semester breaks whenever possible.

Question: Are there designated areas and will they be carpeted all at once or will the work will be done over a contract period.

Answer: Yes, the work is to be at the call of the college. The majority of work will be for replacement and/or repair of existing carpeting. There may be some major projects.

Question: Are you having a pre-bid for this project?

Answer: No. If the bidder wishes to tour the facility, they may either walk the area at their convenience (do not under any circumstances interrupt the work of the college) or they may contact Facilities at 512-3663 for an appointment. Any questions identified during any tour must be submitted in writing to the Purchasing Office. Facilities personnel will not answer questions relative to the IFB or the IFB process.

Question: Who is the architect or design firm on this project?

Answer: There is no architect or design firm currently involved in this contract.

Question: Is there an estimated area in SQYD?

Answer: No.

Question: Can you provide an estimated SQYD amount.

Answer: No.

Question: What are the average sizes of the rooms?

Answer: Sizes range greatly, office 100sq ft to classrooms 800sq ft to large spaces and corridors.

Question: Is there a layout plan of the facility?

Answer: Floor plans (without dimensions) are available on the MCC webpage, [www.mcc.commnet.edu](http://www.mcc.commnet.edu).

Question: Is there carpet or Vct currently on the floor?

Answer: Yes, both

Question: Is there any removal of products?

Answer: Yes

Question: Is there a site meeting so that we can look at the area?

Answer: No. If the bidder wishes to tour the facility, they may either walk the area at their convenience (do not under any circumstances interrupt the work of the college) or they may contact Facilities at 512-3663 for an appointment. Any questions identified during any tour must be submitted in writing to the Purchasing Office. Facilities personnel will not answer questions relative to the IFB or the IFB process.

## **IFB114083: Addendum 1**

**THERE IS NO REQUIREMENT FOR A PRE-BID MEETING**

**NO REQUIREMENT FOR A SITE VISIT**

**NO REQUIREMENT FOR A WALK-THROUGH**

**Listing of Bid Contents and Forms Required: IFB 114083  
Provide and Install Milliken Carpet and/or Carpet Tiles  
Table of Contents:**

Cover Page	2
Important Dates	2
Instructions to Bidders	3
Questions & Correspondence	3
Delivery instructions	3
Instructions for Return of Bid	3 - 4
Bid Opening	4
Directions to MCC Purchasing Website	5
Reference Requirements	5
Pricing Source Document	15
Bid Submission Requirements	5 - 6
Evaluation of Responses	6 - 7
Environmental Considerations	7
Affirmative Action commitment	7
Supplier Diversity	8
Certification Requirements for State Contracts	8
Methodology of Award	8
Instructions to Vendors	8
Ethical Conduct	8
General Information	9 – 11
Vendor Representations	11 – 12
Special Terms and Conditions	12 - 13
Definitions	13
Invitation for Bid: Affirmation of Bidder	14
Specifications	15
Explanation of terms and examples	15
Bid Response Schedule	16

Available on MCC Purchasing website and included in this solicitation by reference.  
([www.mcc.commnet.edu/offices/purchasing/#information](http://www.mcc.commnet.edu/offices/purchasing/#information) )

- Standard Terms and Conditions
- Code of Ethics for State Contractors
- Vendor Profile and W-9 Form (required with all bids)\*\*
- CHRO notice
- CHRO workforce analysis\*\*
- Instructions for Minority Workforce Utilization Report
- Minority Workforce Utilization Report\*\*
- Subcontractor use affidavit\*\*
- Affidavit Requirements for State Contracts over \$50,000
- Gift and Campaign Contribution Certification (required within 10 days of notification of awards in excess of \$50,000)
- CGS 1.01: definition
- Executive Orders
- Guidance for Vendor Authorizations
- Nondiscrimination Certification for State Contracts

The documents referenced above are included in this package or are available on line. Those items with \*\* must be completed and returned as they are vital to the completion of this Invitation for Bid.



**Issued by: Manchester Community College**

**COVER PAGE**

**IFB#114083**

**Title: Provide and Install  
Milliken Carpet and/or Carpet Tiles.  
Complete Manufacturer's Line, including related supplies and services**

This Solicitation and the resulting Award are not an order to provide either services or commodities to the College. By providing commodities to the College without a properly executed purchase order, the vendor accepts the risk payment will not be made by the College.

**IMPORTANT DATES**

**IFB 114083**

**Invitation for Bid posted  
February 26, 2008**

**Questions: Due by no later than 12noon,  
March 10, 2008  
No Exceptions**

**Questions, Answers and Addendums shall be posted to the DAS Portal by no later  
than 12:00 noon,  
March 14, 2008**

**Bid Response is due by no later than 10:00am  
March 20, 2008**

**It is the intent of the Colleges to make an award on or before April 1, 2008**

## **Instructions to Bidders**

### **Questions and Correspondence:**

**ALL correspondence relative to this procurement, without exception, shall be through the Purchasing Officer of the College and shall be via e-mail from the date of release of this IFB through the date and time of the bid opening. There shall be no exceptions.**

**Purchasing Officer Contact Information:  
Manchester Community College:  
Cecelia Messier [cmessier@mcc.commnet.edu](mailto:cmessier@mcc.commnet.edu)**

**Questions relative to the overall process shall be directed to the Purchasing Officer at Manchester Community College via e-mail [cmessier@mcc.commnet.edu](mailto:cmessier@mcc.commnet.edu)  
There shall be no exceptions to this requirement.**

**Delivery Instructions will be included on the College's Purchase Order and will specify the building and room(s) or the specific loading dock.**

**The award resulting from this Invitation for Bid shall be for the exclusive use of Manchester Community College. Notification of the successful vendor(s) shall be via MCC Purchase Order.**

### **Instructions for Return of Bid**

**One (1) original and two (2) copies of the response shall be submitted.**

**The response must be in a single sealed opaque envelope, bearing the IFB number, title and bid opening date on the face of the envelope.**

**The bidder's name and address must be shown in the upper left corner of the envelope.**

**If the bid envelope is enclosed in a second envelope, both the outermost and interior envelope(s) must be opaque and identified with the IFB number, title and bid opening date on the face, and the bidder's name and address in the upper left corner of the envelopes.**

**Improperly identified envelopes may be treated as regular mail, and therefore rejected.**

**Delivery must be by hand or by courier. UPS, FedEx, DHL or similar services are acceptable. U.S. Mail is not acceptable as they do not deliver directly to the Purchasing Office. If a receipt for delivery is required, it must be so stated on the face of the sealed bid envelope. Only a receipt for bid issued by Manchester Community College and faxed, or mailed to the requesting vendor shall be proof of receipt in the Purchasing Office**

**Please Note: Faxed, E-Mailed or Late Bids will be automatically rejected. Delivery of the bid package to any other person or location may be grounds for rejection. The College is not responsible for courier delays or traffic conditions.**

**Missing, non-authorized or 'sample' affidavits will result in bid rejection. Be sure that all affidavits are completed and notarized.**

**All affidavits must be submitted for each individual bid.**

**Affidavits can not be on file or previously submitted. If the responding vendor is unsure whether or not an affidavit applies it is recommended that the vendor err on the side of caution, and provide the document or affidavit.**

**Address for responses to this IFB:**

**Manchester Community College  
Attn: C. Messier, Purchasing Office, MS 10  
Lowe Bldg, Rm L-143  
Great Path,  
60 Bidwell Street  
Manchester, CT 06040**

**Bids will be received until 2:00pm on the date specified in the IFB document.**

**Delivery by hand or courier is required.**

**Bid Opening**

**Bids will be opened publicly at 2:05pm, at Manchester Community College, Lowe Bldg, Rm L-143 on the date specified. All interested parties are invited and encouraged to attend. At this time, the responding vendor names will be made public. All responses will be available for public review upon request two weeks after the award. The awarded vendor(s) name and purchase order number(s) will be posted to the DAS Portal within one (1) business day of the final award.**

## **Detailed directions for accessing MCC Purchasing Website**

The primary web address for Manchester Community College is:

[www.mcc.commnet.edu](http://www.mcc.commnet.edu)

From the Home Page:

On the left hand side, scroll down to the sub heading **Quick Links**

Under the quick links subheading find and click on **Campus Offices**

On the right hand side, in the box 'Quick Links' click on **Administrative Affairs**

Under Administrative Affairs, click on **Purchasing**

You are now on the Home Page of the MCC Purchasing Department

On the right hand side, in the Quick Links box, click on the first link:

**Bids, Important Vendor Information and Required Bid Forms**

These links will bring you to the information, forms and instructions listed in the bid package.

**Should any of these links not function, please contact the purchasing officer immediately at 860-512-3641 or [cmessier@mcc.commnet.edu](mailto:cmessier@mcc.commnet.edu)**

### **Additional Required Document(s):**

#### **References:**

Provide specific reference information for three clients you have served, relevant to the product requested, to include:

Organization name and location

Starting date of service

Relevant volume statistics

Contact name, title and telephone number

The references must be relevant to services performed in the last 36 months, and shall include the level of the client's acceptance of those services as of the date of the response to this IFB.

#### **Pricing Source Document:**

Please refer to page 15

#### **Bid Submission Requirements:**

All costs for delivery and standard manufacturer's warranty are to be included in per service or per piece cost quoted.

Information requested relative to your firm, including client references and all relevant certifications must be provided with the response to the IFB.

All state forms regarding nondiscrimination and affirmative action policies must be completed, signed and/or notarized where appropriate and submitted with the response to this IFB.

This bid will be opened publicly at the time and place listed within this IFB. **All interested parties are invited and encouraged to attend. At this time, the responding vendor names will be made public.** All responses will be available for public review upon request after the award.

Response shall be made upon the form included with the specifications. All blanks shall be completed clearly by computer, typewriter or legibly by hand using blue ink. The decision to reject a response shall be the responsibility of the issuing Purchasing Services Officer and shall be final and without recourse.

Prices shall be extended as decimals, not fractions. Prices to be net and shall include transportation and delivery charges fully prepaid by the bidder to the destination(s) specified subject only to cash discount. The State of Connecticut and the College are exempt from the payment of excise, transportation and sales and use taxes imposed by the Federal Government and the State. Such taxes must not be included in bid prices. A Cert-134 Exempt Purchases by Qualifying State Agencies is available upon request of the awarded vendor.

No alterations or variations of the terms of the Solicitation shall be valid or binding upon the College, unless made in writing and signed by the issuing Purchasing Services Officer.

IFB responses must be in sealed envelopes upon which a clear indication has been made of the IFB number and reference title, as well as the date and time the bid is due. The vendor's name and address must appear on the envelope in the upper left corner.

The Vendor must answer all the questions and supply all required materials to be considered. Any response submitted must include termination procedures, if either the contractor or the Colleges determine that termination becomes necessary for reasons including but not limited to failure to perform.

An authorized official must sign the bid response. The response must also provide the name, title, address and telephone number for individuals with authority to contractually bind the company. Please provide the name, telephone number and e-mail address of the person to contact for the purpose of clarifying the contract.

#### EVALUATION OF RESPONSES:

Bidders will be evaluated by the total cost of their response. The Colleges reserve the right to verify bidder's authority to provide the products within this IFB. References will be checked.

Bidders must fill out the bid package correctly, submit the required affidavits and forms, and be willing to comply with applicable regulations of the State of Connecticut, the Board of Trustees of Community-Technical Colleges and the issuing College.

**Affirmative Action:**

Demonstration of commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities (CHRO) Connecticut State Statutes Section 4-114a-3(10) requires agencies to consider the following factors when awarding a contract, which is subject to contract compliance requirements:

- a. The Bidder's success in implementing an affirmative action plan;
- b. The Bidder's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- c. The Bidder's promise to develop and implement a successful Affirmative Action Plan.
- d. The Bidder's submission of EE0-1 data indicating that the composition of it's work force is at or nearby parity when compared to the racial and sexual composition of the work force in the relevant labor market area, and
- e. The Bidder's promise to set aside a portion of the contract for legitimate small contractors and minority enterprises.

**Environmental Considerations:**

Vendors are encouraged to submit pricing on products that are considered environmentally preferable. The Colleges encourages procedures that promote the use of environmentally preferable products by the Colleges. The term "environmentally preferable" means, with regard to products, that such products, have a lesser or reduced negative effect on human health and the environment when compared to competing products, that serve the same function.

Environmentally preferable attributes include:

Fuel efficient, Energy efficient, Made of recycled content, Made of post-consumer content, Made of biodegradable materials, Remanufactured and rebuilt, Recyclable  
Less or non-toxic

Vendors seeking consideration for EPP products must provide a written description of the product that shall include at a minimum, the amount of the product that is recycled material, whether that material is post consumer, or a description of the environmental preferable qualities. All products with EPP attributes must be designated by the use of a recycled logo or some other form of identification and include information on the environmental attribute(s) whenever available.

**Supplier Diversity:**

This solicitation is not designated as a set-aside, and is open for all vendors. -Bidders shall comply with all Terms and Conditions required by the Board of Higher Education, Community-Technical Colleges as revised and included in this Solicitation

-The response must include a summary of the Bidder's experience with Affirmative Action. This information is to include a summary of the bidder's affirmative action plan and the bidder's affirmative action policy statement.

**Certification Requirements for State of Connecticut Contracts:**

**All required affidavits must be properly completed and notarized or the vendor's response will be rejected. There will be no exceptions.**

**Methodology of Award**

Award will be made to the lowest responsible and responsive bidder.

The College reserves the right to award in part, reject any and all responses in whole or in part, award to multiple contractors, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the College is served.

**INSTRUCTIONS TO VENDORS:**

The IFB Response shall be prepared and submitted in accordance with these Instructions to Vendors. An environmentally preferable response is encouraged. The College is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products.

Delivery is to be made as soon as possible, or as directed, upon receipt of a Purchase Order from the College. Delivery is to be made 'Complete' or as indicated on the purchase order. Delivery must be made by the bidder or their subcontractor to the specific location(s) given in this bid document.

The College reserves the right to cancel any Purchase Order and re-award if the Contractor cannot provide all items and/or services within 30 days of receipt of a Purchase Order. The Colleges may require proof of authorized dealer status prior to awarding this Invitation for Bid.

**Ethical Conduct:**

The College, as an agency of the State of Connecticut and part of the Community-Technical Colleges of Connecticut adheres to a policy of ethical conduct as stipulated by the Board of Trustees of Community-Technical Colleges and the Connecticut General Statutes. A copy of the Connecticut Community Colleges Ethical Conduct Policy is available from the MCC Purchasing Office upon request.

**General Information:**

Documents include Instructions to Vendors, Specifications, Solicitation, Instructions, General, Special and Detailed Terms and Conditions, miscellaneous attachments, and any addenda issued prior to release of the solicitation.

Vendor shall examine the documents carefully, and not later than the date specified in the bid documents shall make written request to the Purchasing Officer for interpretation or correction of any ambiguity, inconsistency or error therein which s/he may discover. Any interpretation or correction shall be issued as an addendum to the IFB and posted on the DAS Portal by the date specified in the bid documents. All Questions, Answers and Addendums shall be posted to the DAS Portal by the date specified within the bid documents

Any response must be valid for a period of 120 days from the due date.

Vendors furnished a copy of the Solicitation who decide not to submit a response, are requested to submit a negative reply.

All vendors must acknowledge receipt and acceptance of Addenda on their response to the Solicitation.

Responses are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the IFB.

No additions or changes to the original response will be allowed after submittal. While changes are not permitted, clarification at the request of the College may be required at the bidder's expense.

The College reserves the right to amend or cancel this IFB, prior to the due date and time, if it is in the best interests of the College.

Any materials anticipated to be used in the fulfillment of this IFB or transported on campus incident to the fulfillment of this IFB which are considered hazardous shall require Material Safety Data Sheets (MSDS) on file with the appropriate College within twenty-four hours of notification to the vendor of the award. Failure of the vendor to provide the MSDS shall result in rejection of their bid as non-responsive.

The College reserves the right to reject the bid of any vendor in default of any prior contract or purchase order or guilty of misrepresentation or of any company having as it's sales agent or representative or member of the firm, any individual in default or guilty of misrepresentation.

All responses to this IFB are to be the sole property of the State, and subject to the provisions of section 1-210 of the Connecticut General Statutes (Re: Freedom of Information).



All bid responses shall be kept sealed and safe until the date, time and place of public opening.

Award shall be made to the lowest responsible and responsive vendor. The quality of the articles to be supplied, their conformity to the specifications, their suitability to the requirements of the College and the delivery terms shall be taken in to consideration in making the award.

Any contract awarded as a result of this IFB must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this IFB is to be the sole property of the State of Connecticut unless stated otherwise in the IFB or contract.

Purchase orders will be placed by the College in writing. Vendors making deliveries or purchases of product without formal written purchase orders do so at their own risk. No alterations or variations of the terms of the purchase order shall be valid or binding upon the College unless made in writing by means of a purchase order change.

The College reserves the right to correct inaccurate awards resulting from clerical errors.

The vendor shall be the primary vendor and actively engaged in the type of work herein specified. Subcontractors if any, employed by the primary vendor must also be actively engaged in the type of work specified in the IFB and shall be subject to College approval.

Failure of a vendor to deliver articles or services within the time specified in the Solicitation or as amended by the contractor and accepted by the College, or within reasonable time as interpreted by the College, or failure to make replacement of rejected commodities when so requested, immediately or as directed by the College, will constitute authority for the College to purchase on the open market, commodities or services to replace those which have been rejected, not delivered, or not performed. The College reserves the right to authorize immediate purchase on the open market against rejections on any purchase order when necessary. On all such purchases, the vendor agrees to promptly reimburse the College for excess costs occasioned by such purchases. Such purchases may be deducted from the purchase order quantities. However, should public necessity demand it, the College reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the College.

Rejected commodities must be removed by the vendor from the premises of the College within forty eight (48) hours after notification unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty eight (48) hours will be considered abandoned and the individual College shall have the right to dispose of them as its own property.

All debris created in the fulfillment of this IFB shall be disposed of by the vendor, off campus, in accordance with current Department of Environmental Protection Regulations.

#### VENDOR REPRESENTATIONS:

-they have carefully read and understand the Instructions to Vendors and all attachments to the Solicitation

-they have visited the site and familiarized themselves with the local conditions under which the work is to be provided and/or performed, including pertinent state and local codes and the conditions of labor, materials and conditions involving delivery of services, equipment and/or commodities

-they have made allowances for all contingencies relative to the fulfillment of this Solicitation

-they are prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Solicitation

-By responding, the vendor implicitly states that the response is not made in connection with any competing vendor submitting a separate response to the IFB, and is in all respects fair and without collusion or fraud. It is further implied that the vendor did not participate in the IFB development process, had no knowledge of the specific contents of the IFB prior to issuance, and that no employee of any of the Colleges participated directly or indirectly in the vendor's proposal preparation.

-they have not and will not assign, transfer, convert, sublet or otherwise dispose of their power to execute the purchase order resulting from the Solicitation to any other person, firm or corporation without the previous written consent of the Colleges.

-purchases against the resulting purchase order shall be in compliance with CGS 22a-194g "...no state agency or institution shall purchase any new product packaged in or composed in whole or in part of polystyrene foam if such foam is manufactured using a controlled substances..."

-the Bidder shall bear all costs associated with Bidder's response to this IFB including the costs of any presentations and/or demonstrations (if any).

By the act of submitting a bid, any work provided under the purchase order is work conducted on behalf of the College. The College may communicate directly with any subcontractor as necessary or appropriate.

All billing invoices will be issued from the awarded vendor only. No invoices shall be submitted to the College with the subcontractor's name listed on it. If so, the individual College will not issue payment of that particular invoice. It is also understood that the awarded vendor shall be responsible for all payment of fees charged by the subcontractor.

The awarded vendor is responsible to ensure the subcontractor is made aware of, understands and abides by all that is written within all the bid and purchase order terms and conditions. The awarded vendor must provide the subcontractor with copies of all specifications that are included in this bid and the resulting purchase order(s) pertaining to the specific job. This will help ensure there are no discrepancies, misunderstandings or problems regarding the specifications.

**SPECIAL TERMS AND CONDITIONS: Purchase Orders Resulting from this IFB**

**CANCELLATION:** Should an awarded vendor wish to be removed from the purchase order resulting from this Solicitation, at any time during the life of the purchase order, a written request for removal shall be submitted at least thirty (30) days prior to the effective date of removal to allow the individual College purchasing office sufficient time to notify the using division and re-issue the purchase order. The next lowest bidder will be contacted and if agreeable, the purchase order will be awarded to that vendor.

**INVOICING:** The awarded vendor shall invoice the College when goods are provided against the purchase order. The invoice must contain the College purchase order number. Invoices received without reference to a valid purchase order number will result in delay of payment.

**CORRESPONDENCE:** In the event that the awarded vendor's name and/or Federal Identification Number changes and/or the company moves and/or updates the mailing and/or remit to address and/or telephone number(s) and/or contact person, it is the awarded vendor's responsibility to advise the Manchester Community College's Purchasing Office of such changes by submission of a current Vendor Profile Form and W-9. The College will not be held responsible for payments or purchase orders which are delayed due to additional routing that was caused by the lack of notification on the awarded vendor's part. Updates shall be forwarded to the College's Purchasing Office.

**TERMS AND CONDITIONS:** In the event an awarded vendor proceeds to provide any commodities without written permission from the individual College, the awarded vendor will be liable for all additional costs incurred in excess of the amount specified in the purchase order. The Colleges will not be responsible for any additional charges not approved in writing prior to the awarded vendor providing any/additional commodities.

**CONSTRUCTION AND MATERIALS:** Whether specified or not, commodities must be of such kind and quality as to give satisfactory results when the item in reference is used under the conditions stated and implied.

**SUBSTITUTIONS:** Substitutions on any specifications will not be accepted by the College unless authorized in writing through a revised purchase order.

**QUALITY ASSURANCE GUARANTEES:** The awarded vendor must guarantee the products to be free from defects in materials and workmanship. The terms of the purchase order shall supersede any language to the contrary on correspondence, invoices or other documents produced by the awarded vendor. The awarded vendor is to agree to repair and/or immediately replace without charge to the College any product that proves to be defective or fails within the purchase order term as specified.

**DEFINITIONS:**

**College:** Manchester Community College

**Solicitation:** In this context refers specifically to an Invitation for Bid (IFB).

**Bid:** In this context refers to the response to an Invitation for Bid

**Bidder:** Entity responding to an Invitation for Bid.

**IFB:** Invitation For Bid

**Shall, Must and Will:** These words are interpreted as mandatory, but may be waived if in the best interest of the Colleges

**Vendor:** Entity interested in or requesting information on an Invitation for Bid.

INVITATION FOR BID AFFIRMATION OF BIDDER: Please read carefully

This form and the Bid Response Schedule are required and must be returned.

Description: Provide and Install Milliken Carpet and/or Carpet Tiles

INVITATION FOR BID

Pursuant to the provisions of Sections 10a-151b of the General Statutes of Connecticut as amended. SEALED BIDS WILL BE RECEIVED by the Purchasing Office of Manchester Community College for the commodities and supplies listed herein.

AFFIRMATION OF BIDDER

The undersigned affirms and declares:

1. That this response is executed and signed with full knowledge and acceptance of the provisions of the laws of the State of Connecticut, and the terms and conditions listed herein.
2. That should any part of this bid be accepted in writing by the College within ninety (90) calendar days from the date of opening unless an earlier date for acceptance is specified in the bid schedule, said bidder will furnish and deliver the commodities for which this bid is made, at the pricing bid, and in compliance with the provisions listed herein. Should award of any part of this bid be delayed beyond the period of ninety (90) days or an earlier date specified in the bid schedule, such award shall be conditioned upon the bidder's acceptance.

BID the undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the commodities to the College at the prices bid therein.

When Bidder is an Individual:

Type or Print name: \_\_\_\_\_ Doing Business As (Trade Name) \_\_\_\_\_

Business Address: Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Written Signature of Individual signing this Bid \_\_\_\_\_ Social Security Number \_\_\_\_\_ Date Executed \_\_\_\_\_

Typewritten or Printed Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

When Bidder is a Firm or Partnership: Type or Print names of all Partners:

\_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_

Doing Business As: (Trade Name) \_\_\_\_\_ Business Address: Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Written Signature of Partner Signing this Bid \_\_\_\_\_ F.E.I. Number \_\_\_\_\_ Date Executed \_\_\_\_\_

Typewritten or Printed Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

When Bidder is a Corporation:

Full Name of Corporation \_\_\_\_\_ Incorporated in what state \_\_\_\_\_

Business Address: Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ F.E.I. Number \_\_\_\_\_

\_\_\_\_\_  
President \_\_\_\_\_ Secretary \_\_\_\_\_ Treasurer \_\_\_\_\_

Written signature of corporate official or person duly authorized to sign bids on behalf of the above corporation \_\_\_\_\_ Title \_\_\_\_\_

Typewritten or Printed Name \_\_\_\_\_ Telephone Number \_\_\_\_\_ Date Executed \_\_\_\_\_

## SPECIFICATIONS

**Objectives:** Provide Milliken carpeting to match and coordinate with existing carpeting and carpet tiles in the Lowe, LRC and AST buildings.

**Scope of Project:** Provide the complete line of Milliken carpet and/or carpet tiles and related products (base molding, low/-0- VOC glues etc.) with or without installation, repair, removal, floor preparation and associated services and supplies.

An original of the pricing source document must be provided with the response to this IFB. If the source document is a website, a dated hard copy print out of the website must be provided with the response. The pricing structure offered on the source document must remain firm for a minimum of 6 months from date of award. Increases to the prices listed in the source document must be approved by the College prior to becoming effective as a source document for the resulting award. The college requires a minimum of 30 days to review any change to the source document.

**Explanation of terms: This is not provided as a template but merely to provide a visual example of the terms used.**

**Product:** to be expressed as generic category, for example:

6' broadloom

2'x2' carpet tiles

Installation supplies:

Vinyl base molding

**Services:** to be expressed as hourly rates or flat rates per job, for example:

Rip out and dispose of 6' broadloom carpet: \$XXX per room

Install 2'x 2' carpet tiles: \$XX/hr

**Discount:** to be expressed as a percentage, for example,

47% off published list price.

**Source Document:** may be expressed as;

Manufacturer's List Price dated xx/xx/xx

Or

Company/Vendor's List Price dated xx/xx/xx

**Bid Response Schedule  
IFB 114083**

**Carpeting, carpet tiles and supplies to be priced at discount from manufacturer's or vendor's list price. The discount shall remain fixed for the term of the purchase order.**

<b>Product</b>	<b>Discount</b>	<b>Source Document</b>
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## **Detailed directions for accessing MCC Purchasing Website**

The primary web address for Manchester Community College  
is:

[www.mcc.commnet.edu](http://www.mcc.commnet.edu)

From the Home Page:

On the left hand side, scroll down to the sub heading **Quick Links**

Under the quick links subheading find and click on **Campus Offices**

On the right hand side, in the box 'Quick Links' click on **Administrative Affairs**

Under Administrative Affairs, click on **Purchasing**

You are now on the Home Page of the MCC Purchasing Department

On the right hand side, in the Quick Links box, click on the first link:

**Bids, Important Vendor Information and Required Bid Forms**

These links will bring you to the information, forms and instructions needed to maintain your record as a vendor for Manchester Community College.

**Should any of these links not function, please contact the purchasing officer immediately at 860-512-3641 or [cmessier@mcc.commnet.edu](mailto:cmessier@mcc.commnet.edu)**



# STATE OF CONNECTICUT - AGENCY VENDOR FORM

SP-26NB Rev. 4/03

**IMPORTANT: ALL parts of this form must be completed, signed and returned by the vendor.**

**READ & COMPLETE CAREFULLY**

COMPLETE VENDOR LEGAL BUSINESS NAME		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
<small>WRITE/TYPE SSN/FEIN NUMBER ABOVE</small>			
BUSINESS NAME , TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR			
<b>NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.</b>			
BUSINESS TYPE:    A. SALE OF COMMODITIES    B. MEDICAL SERVICES    C. ATTORNEY FEES    D. RENTAL OF PROPERTY <span style="float: right;"><small>(REAL ESTATE &amp; EQUIPMENT)</small></span>			
E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
<b>NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.</b>			
<b>NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?</b>			
VENDOR ADDRESS	STREET	CITY	STATE    ZIP CODE
<small>Add Additional Business Address &amp; Contact information on back of this form.</small>			
VENDOR E-MAIL ADDRESS		VENDOR WEB SITE	
<b>REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS.</b> <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE.			
REMIT ADDRESS	STREET	CITY	STATE    ZIP CODE
CONTACT INFORMATION: NAME (TYPE OR PRINT)			
1 <sup>ST</sup> BUSINESS PHONE:	Ext. #	HOME PHONE:	
2 <sup>ND</sup> BUSINESS PHONE:	Ext. #	1 <sup>ST</sup> PAGER:	
CELLULAR:		2 <sup>ND</sup> PAGER:	
1 <sup>ST</sup> FAX NUMBER:		TOLL FREE PHONE:	
2 <sup>ND</sup> FAX NUMBER:		TELEX:	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR			DATE EXECUTED
<b>← SIGN HERE</b>			
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO			
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS			
<b>FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)</b>			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	
		<input type="checkbox"/> USPS MAIL <input type="checkbox"/> EDI	
<b>If EDI was selected, give us a person to contact in your company to set up EDI:</b>			
NAME:			
E-MAIL ADDRESS:			
TELEPHONE NUMBER:			
<b>FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)</b>			
<input type="checkbox"/> E-MAIL		<input type="checkbox"/> FAX	
		<input type="checkbox"/> USPS MAIL	

**ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED**

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

## Part I Taxpayer Identification Number (TIN)

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

Social security number
+

or

Employer identification number
+

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

## 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. person (including a U.S. resident alien).

**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 ▶
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## 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.

**U.S. person.** 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.

**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.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 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 recipient 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 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 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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**.

## 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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business 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" line.

**Note:** *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.*

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

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

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for <b>9</b>
Broker transactions	Exempt recipients <b>1</b> through <b>13</b> . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients <b>1</b> through <b>5</b>
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients <b>1</b> through <b>7</b> <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 (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; 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-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

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:** Writing "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 items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**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 or Archer MSA 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)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

<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**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal 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.)

**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.*

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

