

**INSTRUCTIONS TO BIDDERS**  
**Lighting Retrofit IFB230118**

**Thursday, December 15,**

**2022**

Sealed proposals are invited

Pursuant to specifications.

**PROPOSALS:**

Proposals will be received and publicly read aloud by McHenry County College at the place, date and time hereinafter designated. You are invited to be present if you so desire.

**PLACE:**

McHenry County College  
8900 US HWY 14  
Crystal Lake IL 60012

**MANDATORY MEETING DATE:** Friday 1/6/23 at 8900 US HWY 14 Crystal Lake IL 60012 Board room A217 10:00 AM Central Standard Time

**OPENING DATE:** Tuesday 1/18/23 10:00 AM at 8900 US HWY 14 Crystal Lake IL 60012 Board room A217

**TIME: Proposals received** 9:00 AM Central Standard Time Tuesday 1/18/23

Proposals received after this time will not be accepted.

Proposals must be made in accordance with the instructions contained herein. All Submittals are to contain a total of two(2) hard copies. They shall be submitted on or before the specified closing time in an opaque sealed envelope addressed to:

James Julison, Director of Business Services  
McHenry County College  
8900 US HWY 14, Suite A248  
Chrystal Lake, IL 60012

All envelopes should be plainly marked, with the Bidder's Name and Address and the following notation: **PROPOSAL: Lighting Retrofit IFB230118**

**FAXES ARE NOT ACCEPTABLE**

**SITE INSPECTION:** Bidders wanting to schedule a site inspection are to contact Dave Dammon, Assistant Vice President of Facilities at [ddammon@mchenry.edu](mailto:ddammon@mchenry.edu) phone 815/ 455-8564 before the Proposal opening date to make such arrangements. The bidder shall take into consideration all such conditions as may affect contract work. No additional expense will be allowed for failure to be so informed.

**TAX EXEMPTION:** McHenry County College is exempt from Federal, State, and Municipal taxes.

**SIGNATURE ON PROPOSALS:**

The signature on proposal documents is to be that of an authorized representative of said company. Each bidder, by making his Proposal, represents that he has read and understands the proposal documents and that these instructions to bidders are a part of the specifications.

**W-9 FORM:**

A current W-9 form must be returned with the proposal packet. *(A blank form is included at the end of this document)*

**DISQUALIFICATION**

The Business Services Staff will make such investigation as is necessary to determine the ability of the vendors to fulfill Proposal requirements. McHenry County College reserves the right to reject any proposal if it is determined that a vendor is not properly qualified to carry out the obligations of the Contract.

**ACKNOWLEDGEMENT OF ADDENDA:**

Signature of company official on original Proposal document shall be construed as acknowledgement of receipt of any and all addenda pertaining to this specific proposal. Identification by number of the addenda and date issued should be noted on all Proposals submitted. A copy of any and all Addenda must be included with the Proposal packet.

- ***FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON PROPOSAL SUBMITTED MAY RESULT IN DISQUALIFICATION OF PROPOSAL.***
- ***Bidders who obtain a copy of the Proposal from our web site are responsible for checking back on the site for any addenda issued.***

**EQUAL OPPORTUNITY EMPLOYMENT/AFFIRMATIVE ACTION:**

McHenry County College is an Equal Opportunity/Affirmative Action Employer. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practice Act, or the Fair Employment Practices Commission's Rules and Regulations for Public contracts, the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation and the contract may be cancelled or avoided in whole, or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**PREVAILING WAGE:**

Vendor's signature shall be construed as acceptance of; and willingness to comply with, all provisions of the Illinois Compiled Statutes, Chapter 820, 130/1-130/12, Employment Wages and Hours Prevailing Wage Act. All laborers, workmen and mechanics engaged in construction will be paid not less than the "Prevailing Wage". The Vendor further agrees to provide a copy of the certified payroll to the Facilities Superintendent on a monthly basis for the duration of the project.

# MCHENRY COUNTY COLLEGE

## BUSINESS ENTERPRISE PROGRAM MINORITIES, FEMALES, AND PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN

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The Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (BEP) establishes certain goals for community colleges contracting with businesses that are owned and controlled by persons who are minorities (MBE), female (FBE), or persons with disabilities (DBE) (collectively, BEP certified vendor(s)).

**Contract Goal to be Achieved by Vendor:** This solicitation includes a specific BEP participation goal of 20 % of the total dollar amount of the contract.

**The BEP participation goal is applicable to all bids or offers.** McHenry County College (College) will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance. Failure to complete a Utilization Plan or provide good faith effort documentation shall render the bid or offer non-responsive or not responsible and subject to rejection and/or disqualification in the College's sole discretion.

The following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.** A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified BEP vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal or (2) made good faith efforts towards meeting the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

**To meet the College's BEP participation goals, Vendor, or Vendor's proposed Subcontractor(s), must be certified with the Business Enterprise Council as a BEP certified vendor. If Vendor or Vendor's proposed Subcontractor(s) are not BEP certified vendors but do meet the definition of MBE, FBE, or DBE companies as set forth in 30 ILCS 575/2, Vendor shall have the burden of submitting sufficient evidence of the company's ownership. The College shall have the sole discretion of whether to accept non-BEP certified vendors and applying said contracts towards its BEP participation goals.**

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.** The contract will not be awarded to Vendor unless the College approves the Vendor's Utilization Plan and Joint Venture Agreement, if applicable.
2. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be

performed, or goods/equipment provided, by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:

- 2.1. The value of the work actually performed, or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
- 2.2. A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendors. Work performed by the non-BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
- 2.3. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from BEP certified vendor manufacturers, regular dealers, or suppliers. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
  - 2.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 2.3.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
  - 2.3.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 2.4. BEP certified vendors who are performing the contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 2.5. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

3. **Good Faith Effort Procedures:** Enclosed and sealed with the Vendor's bid documents, the Vendor must submit a: (1) Utilization Plan and (2) either Letters of Intent or subcontract documents that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must submit documents to support the good faith efforts it undertook to meet the goal. The College has the right to reject Vendor's bid as not responsible and/or not responsive if the College or the Business Enterprise Council determine, in either of their sole discretion, that Vendor failed to make a good faith effort to meet the MBE goals. The College may also accept and enter into a contract with a Vendor that can provide sufficient evidence of MBE, FBE or DBE status of Vendor or its proposed subcontractors and/or sub-vendors in compliance with the Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act. If the College or the Council determine that Vendor has made good faith efforts to meet the goal, the College may award the contract provided that Vendor is otherwise eligible for award.
4. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Utilization Plan and award of the contract, the Utilization Plan becomes part of the contract.**
- 4.1. The Utilization Plan may not be amended after contract execution without the College's prior written approval. Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the College's prior written approval. The Vendor's request to substitute BEP certified vendors must state the specific reasons for the change or substitutions. Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the Utilization Plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.
- 4.2. Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. The College shall have the right to access to these records upon 48 hours written demand. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor.
- 4.3. The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.
- 7.30.

Note-The next four (4) pages are dedicated to BEP Plan to be part of the BID submission:

## UTILIZATION PLAN

**The Utilization Plan and Letter of Intent must be sealed and submitted with Vendor's Bid Documents.**

\_\_\_\_\_(Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for McHenry County College's

\_\_**Wave Door Openers IFB230117**\_\_\_\_ (Project Name).

Vendor submits the following statement:

☐

Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.

☐

Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or

☐

Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's designee responsible for compliance with this BEP goal:

Name:

Title:

Telephone:

Email:

## BEP Utilization Plan

The following firms will be utilized to meet the goals of the BEP Program:

Name of Firm	Contract Value	Description of Work	% of Goal
Total			

## DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, Vendors must provide documented evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the Vendor's good faith efforts.

- ☐ Utilize the Sell2Illinois website: [www2.illinois.gov/cms/business](http://www2.illinois.gov/cms/business) to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.
- ☐ Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- ☐ Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- ☐ Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- ☐ Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered and an explanation as to why an agreement could not be reached.
- ☐ Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without documented reasons.
- ☐ Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.
- ☐ Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.



## GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document **all** contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP certified vendors within the specific scope of work selected. It is not necessary to show contacts with BEP certified vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective BEP vendors. Include a copy of the commodity list or scope of work you solicited prospective BEP vendors to perform. Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

<b>Name of Certified BEP Vendor</b>	<b>Date</b>	<b>Method of Contact</b>	<b>Scope of Work Solicited</b>	<b>Reason Agreement Was Not Reached</b>

## **INSURANCE**

Insurance shall be with a company or companies licensed to do business in Illinois. Vendor shall place on file with McHenry County College before commencement of operations a certificate of insurance meets or exceeds the following:

- o Commercial General Liability:
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations
  - \$1,000,000 per Occurrence-Bodily Injury and Property Damage-Organization's Liability
- o Commercial Professional Liability
  - \$1,000,000 General Aggregate
  - Umbrella Liability (Minimum Limits)
  - \$1,000,000 General Aggregate
  - \$1,000,000 Each Occurrence
- o Automobile
  - \$1,000,000 Combined Single Limit
- o Worker's Compensation
  - A limit of not less than minimum statutory limits for the State of Illinois

## **DAMAGE AND NEGLIGENCE:**

College shall not be responsible for damages, delays, or failure to perform on its part resulting from acts or occurrences of force majeure. "Force majeure" means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard, floods and other adverse and inclement weather conditions; (b) fire, explosion, flood, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance; (c) labor dispute, strike, work slowdown, picketing, primary boycotts, secondary boycotts or boycotts of any kind and nature, or work stoppages; (d) any law, order, regulation ordinance, or requirement of any government or legal body or any representative of any such government or legal body; (e) inability to secure necessary materials, equipment, parts or other components of the project as a result of transportation difficulties, fuel or energy shortages, or acts or omission of any common carriers; or (f) any other similar cause or similar event beyond the reasonable control of College.

**TERMINATION OF FUNDING**

McHenry County College's contractual obligations will be subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly or other legally applicable funding source fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, the Vendor shall be paid for services performed under this Contract up to the effective date of termination. McHenry County College shall give notice of such termination for funding as soon as practicable after becoming aware of the failure of funding.

**BLACKOUT PERIOD:**

After the College has advertised for Proposals, no pre-Proposal vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of Proposal specifications. No vendor shall visit or contact any College officers or employees until after the Proposals are awarded. During the black-out period, any such visitation, solicitation or sales call by any representative of a prospective vendor in violation of this provision may cause the disqualification of such bidder's response.

**Bidding Procedures listed on the following page**

## **BID/RFP PROCEDURES:**

1. A Mandatory BID meeting is scheduled and will require attendance, failure to attend this meeting will disqualify non-attendees from bidding.
2. Proposals will be received for this project at the scheduled time of receipt of Proposals and will be publicly opened at that time in the Board Room (A217).
3. The College reserves the right to reject any or all proposals or parts thereof, or waive any irregularities or informalities, and to make the award in the best interest of the College. Decisions of the College will be final.
4. All proposals will be considered final for a period of (60) days from the date established for the opening of proposals.
5. Changes or corrections may be made by the college to the proposal documents after they have been issued and before they are received. In such case, a written addendum describing the change or correction will be issued by the College to all bidders of record via MCC BID Site. Such addendum shall take precedence over that portion of the documents concerned and shall become part of the proposal documents.
6. Each bidder shall carefully examine all proposal documents and all addenda there to and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once notify the Business Services Office of the college, who will, if necessary, post written addendums for all bidders on MCC BID site. The college will not be responsible for any oral instructions.
7. All BID inquiries shall be directed to the McHenry County College Director of Business Services. Or the Project owner as described in page one of the BID document.
8. After Proposals are received, no allowance will be made for oversight by bidder.
9. The successful Bidder shall not proceed on this proposal until they have received verification that they have been awarded the proposal by the McHenry County College Board of Trustees. Failure to comply is done so at the risk of the Bidder.
10. The Board reserves the right to waive technicalities and informalities in the bidding process, to reject any and/or all, or any part of any proposal, for any reason and to accept the proposal that in its judgement best serves the interest of the college.

**Specifications start on the following page**

## **Proposal Specifications**

McHenry County College is soliciting formal proposals from Vendors to provide Lighting and lighting control equipment installation and any materials required to install the College supplied lighting and controls noted in the BILL OF MATERIALS SECTION. The successful proposer(s) of this IFB will be responsible for providing accessory installation materials and installation services to McHenry County. The specifications contained in this document are designed to accomplish this mission.

### **AGREEMENT PROVISIONS**

If an agreement is awarded, the selected Vendor shall be required to adhere to a set of general agreement provisions which shall become part of any formal agreement. These provisions shall include, but are not limited to the following:

**LOCATION:** Vendor shall provide described service the McHenry County College campus located at 8900 US HWY 14 Crystal Lake IL 60012.

**TERM OF AGREEMENT:** The initial term of this Agreement shall be for reasonable duration required to complete the installations commencing within 60 days upon award of BID,

**OVERVIEW OF WORK:** Vendor shall manage and prioritize all installations with college staff The Vendor shall:

- Provide labor (qualified installers).
- Provide all accessory materials and supplies not provided.
- Not be reimbursed travel time to and from job work location.
- Ensure projects are started at the agreed to time.
- Ensure projects are finished at the agreed to time.
- Receive instructions and priorities from the Campus Assistant Vice President of Facilities Management, or his designee, and ensure the crew to be managed satisfactorily to carry out those instructions and priorities.
- Report progress to the Campus Assistant Vice President of Facilities Management, or his designee.
- Ensure work is done in a safe manner.
- Ensure quality of work is done in a professional, workmanlike manner.
- Conspicuously post caution signs/cones or caution tape areas as necessary.
- Ensure that all wastes generated are removed and disposed of in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes, etc.

- Ensure that any materials which may constitute a fire hazard are removed from the College property at the end of each work shift.

### **SPECIFICATIONS OF MATERIALS:**

The electrical contractor shall be responsible for all materials, components, and services necessary to provide a complete and operational system as described herein and shown on related drawings. The work described in these specifications shall include, but not be limited to the following:

### **SPECIFICATIONS OF INSTALLATION WORK:**

1. Procurement of all necessary permits and inspections as required by the local jurisdictions, and compliance with all applicable code requirements.
2. Verification of all dimensions and conditions at the jobsite. The contractor shall make any necessary adjustments as required to provide proper clearances and masking. Any deviation from the drawings or these specifications shall be made only after approval of the owner has been made in writing.
3. Removal and disposal of the existing dimmer rack enclosure, associated control equipment, and the existing track lighting fixtures and track.
4. Receive at the jobsite all lighting, control, distribution, and accessory equipment as scheduled in the attached bill of materials, and as provided by the lighting systems integrator. Provide complete installation of the lighting and control system according to the project documents, including all conduit, wiring and other unscheduled equipment and materials as required for complete installation of the lighting and control system.
5. Install the new MLO dimmer rack at the existing dimmer rack location and connect to the existing primary feed conductors. As required, provide new local primary means of disconnect according to local code requirements.
6. Install the new emergency bypass detection enclosure at the new dimmer rack as required to maintain function of the existing EM lighting equipment.
7. Connect the existing house lighting branch load circuits to the new dimmer rack according to the new circuit schedule and as directed by the lighting systems integrator.
8. Install 7 new data/power track lighting strips at new locations on the auditorium and stage platform ceiling as directed by the owner and the lighting systems integrator. Extend 2 existing or new as required 2 wire circuits to the new dimmer panel according to the new circuit schedule using not less than #12THHN conductors and dedicated neutrals.
9. Install the new control equipment enclosure at the control booth as directed by the owner and the lighting systems integrator, and provide local 2 wire, 120vac constant-on power supply.
10. Provide new 2 gang backboxes and install new house light control stations at the control booth and stage right as directed by the owner. Extend one Belden #9773 control cable from the new house light control station to the new control equipment enclosure in a home run or serial "daisy chain" configuration.
11. Provide new single gang back box and install the new console receptacle station at the booth as directed by the owner. Extend one Belden #9729 control cable to the new control equipment enclosure.
12. Extend one Belden #9729 control cable from each of 7 new track lighting strips to the new control equipment enclosure in a home run configuration.
13. Provide and install 7 sections of ceiling mounted #P 1000T Unistrut channels adjacent to the new track lighting strips as directed by the lighting systems integrator. Paint to match white ceiling color.

14. Install, focus and adjust all new stage lighting and accessory equipment as directed by the owner and the lighting systems integrator.
15. Provide and install new LED retrofit lamps at the existing house light fixtures as specified by the owner and as directed by the lighting systems integrator.
16. Provide demonstration of the completed installation, and any necessary adjustments of systems and components required for complete and proper operation.
17. Submit record drawings as required by the owner.

**INSPECTION:** Upon completion of any work, the College shall reserve the right to make final inspection and finding the entire work to be in full compliance with all requirements set forth, will accept the work. The Vendor shall maintain all parts of the work at their own expense until final acceptance of the entire work by the College. If any defects or omissions in the work are hidden or concealed at the time of acceptance but become apparent within one year after the final acceptance of the work, the Vendor shall immediately correct and make good the same upon notice by the College, and if the Vendor fails, refuses or neglects to do so, the College may correct and make good the same and the Vendor here by agrees to pay on demand the cost and expense of doing such work.

**PERSONNEL:** Vendor must be qualified and experienced to manage the project. The Vendor shall at all times observe all regulations in affect upon the College premises.

**SUBCONTRACTORS:**

Use of Subcontractors to perform any portion of the work required must be included in the bid response. A description of which portion(s) of the work could be potentially subcontracted out is to be submitted, along with the names and addresses of the potential Subcontractors.

Contractor may not use the services of other Contractors/Subcontractors not named in the proposal without prior written permission of the college.

**SELECTION PROCESS:** The College will award the contract to the responsible respondent whose proposal is determined to be the most advantageous to the college by taking into consideration the ability of the vendor to fulfill proposal requirements.

Criteria to be considered includes, but it not limited to:

- The vendor's ability to meet the overview of work as described above.
- Experience and qualifications of the installation technicians to be assigned to the college.
- Reputation of vendor based on past experience with the college and references.
- Overall cost to the college based on submitted proposal by vendor.

## **PROPOSAL FORM**

### **Installation Services**

(Note: the following 5 pages are required to be submitted with the Proposal packet)

Submitted by:

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*Note: Vendors are invited to include additional information not requested above, **if** believed to be useful and applicable to this Request for Proposal.*

#### **Part 1- NOTES:**

Materials to be provided to the contractor by MCC for installation:

#### **BILL OF MATERIALS**

##### **Lighting Control Equipment**

- 1 - Electronic Theatre Controls #SR3-12 dimmer rack; designed for 120/208 volt, three phase, 4 wire operation, wired for 12 dimmer modules, with set of main lugs, door over dimmers with filter, and containing:
  - 1 - #CEM3 control module
  - 8 - #LED10 dual 1.2kW phase adept dimmer module
  - 4 - #R20 dual 20 amp relay module; with advanced features
  
- 1 - Electronic Theatre Controls #DIN28 large DIN rail control enclosure; wall mounted, with 2 – 27” DIN rails, and containing:
  - 1 - Meanwell #12048 DIN 120W 48V power supply
  - 1 - Electronic Theatre Controls #E-SPS Echo Power Supply
  - 1 - TRENDnet #TI-PE8 9-port industrial fast Ethernet PoE+ Din-rail switch
  - 1 - Pathway #PWPP DIN P4 Pathport 4-Port gateway
  - 1 - Pathway #PWREP DIN P8 RDM HUB
  - 5 - DIN rail network patch module; single port
  - 5 - Ethernet patch cable
  
- 5.- Console receptacle station; two gang plate, with DMX-512 and RJ-45 control input receptacle (locate at booth – two gang back box by electrical contractor)
  
- 6.- Electronic Theatre Controls #ETS-1 EchoTouch Controller; 7” touchscreen, 3 gang plate, cream finish (locate at booth and stage left – 3 gang back boxes by electrical contractor)

##### **Distribution Equipment**

- 2 - Front-of-house lighting position; each consisting of (locate at center aisles):
  - 1 - Electronic Theatre Controls #7066A1003-1 DataTrack section; 12 ft. long, white finish, with 2 circuits and dedicated neutrals, DMX/RDM control, #7066A111x-1 live end feed, #7066A1128 feed canopy cover, and #7066A1023 end cap (feed end TBD – adjacent P1000T Unistrut fixture mounting hardware by electrical contractor)



- 2 - Front-of-house lighting position; each consisting of (locate at side aisles):
    - 1 - Electronic Theatre Controls #7066A1001-1 DataTrack section; 4 ft. long, white finish, with 2 circuits and dedicated neutrals, DMX/RDM control, #7066A111x-1 live end feed, #7066A1128 feed canopy cover, and #7066A1023 end cap (feed end TBD – adjacent P1000T Unistrut fixture mounting hardware by electrical contractor)
  - 2 - Side lighting position; each consisting of (locate at stage left and right stage doors):
    - 1 - Electronic Theatre Controls #7066A1001-1 DataTrack section; 4 ft. long, white finish, with 2 circuits and dedicated neutrals, DMX/RDM control, #7066A111x-1 live end feed, #7066A1128 feed canopy cover, and #7066A1023 end cap (feed end TBD – adjacent P1000T Unistrut fixture mounting hardware by electrical contractor)
- Performance Lighting and Control Equipment
- Onstage lighting position; consisting of:
- 2 - Electronic Theatre Controls #7066A1003-1 DataTrack sections; 12 ft. long (24 ft. long overall), white finish, with 2 circuits and dedicated neutrals, DMX/RDM control, #7066A111x-1 live end feed, #7066A1013 straight coupler, #7066A1128 feed canopy cover, and #7066A1023 end cap (feed end TBD – adjacent P1000T Unistrut fixture mounting hardware by electrical contractor)

### **Lighting Control Peripheral Equipment**

- 1 - Electronic Theatre Controls #CS40AV ColorSource 40 control console; with 40 faders, audio/video functions, one DMX-512 output port, and one USB port
- 1 - Electronic Theatre Controls #CS-40-DC dust cover

### **Stage Lighting and Accessory Equipment**

- 1 - Theatrical lighting design plot; including all portable lighting fixtures and control accessories as scheduled below, including plan view fixture layout drawing and complete fixture schedule with focus detail and fixture addressing
- 18 - Electronic Theatre Controls #CSSPOTJR2550-1 ColorSource Junior LED profile spotlight; white finish, 25 – 50 degree zoom range, with DMX input and output connectors, Powercon input and output connectors, and hanging yoke (Unistrut hardware by electrical contractor)
- 8 - Electronic Theatre Controls #CSPAR-1 ColorSource spotlight; white finish, 8 RGB-L LED chip sets, 15 degree beam angle, DMX input and output connectors, Powercon input and output connectors, and hanging yoke (Unistrut hardware by electrical contractor)
- 8 - Electronic Theatre Controls #SELxx-7.5-1 PAR lens; white finish (focal length TBD)
- 26 - Electronic Theatre Controls #7066A1203 pigtail adaptor; with Powercon and 5 pin XLR connectors on 22” pigtails

**Part 2- COMPANY INFORMATION:**

Provide brief information regarding the size, organizational and ownership structure of your company. Also include information regarding your current annual sales, total number of employees, number of Technicians and their experience. The Vendor shall furnish additional information as may be requested and shall be prepared to show completed projects similar to that of this proposal. McHenry County College reserves the right to reject any proposal if it is determined that the Vendor is not properly qualified to carry out the obligation of the agreement.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**Part 3 - REFERENCES:**

Please provide contact information for at least three (3) current clients similar in size and/or structure to McHenry County College. The College will make any necessary reference checks to determine the ability of the Vendor to fulfill proposal requirements.

Name	Address	Contact Information (Phone & Email)

**Part 4 - OFFER:**

Having examined the site and having familiarized itself with the conditions affecting the cost of the work associated with the **ADA Door activator retrofit** at McHenry County College and with the bidding documents, Bidder hereby proposes to perform everything required and to furnish all labor, materials, necessary tools, expendable equipment and transportation necessary to complete in a workmanlike manner the work stated Specifications section of the bidding documents.

Proposed Labor and Materials Cost	
<i>Work shall be performed during normal working, hours</i>	
Quote	

Warranty: \_\_\_\_\_

**Part 5 - SECONDARY VENDOR:**

If your firm does not receive the primary vendor award, would your firm be willing to accept a secondary vendor award under the terms of your IFB response in the event that an awarded primary vendor is, unable to fulfill the college's complete needs during the short time frame, high demand periods of potential projects.

.....Yes .....No  
Explain: \_\_\_\_\_

\_\_\_\_\_  
*(Note: If the pricing will be different for a secondary provider, proposer should indicate the difference of their pricing, if any.)*

**Part 6 - PROPOSAL FORM SIGNATURE(S)**

Company Name: \_\_\_\_\_  
(Bidder- print the full name of your Proprietorship, Partnership or Corporation)

Authorized Signing Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
6 City, state, and ZIP code		
7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

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

**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 for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## 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

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## 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.

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

**Note:** See *What Name and Number To Give the Requester*, later, 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 SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. 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>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, 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 Pub. 5027, Identity Theft Information for Taxpayers.

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

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

## Privacy Act Notice

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