

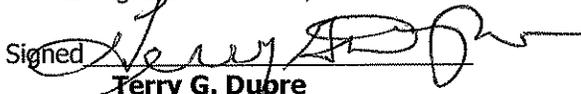
NICHOLLS STATE UNIVERSITY  
PURCHASING DEPARTMENT  
PO BOX 2052 University Station  
104 Elkins Hall  
Thibodaux, La 70310  
Phone No. (985) 448-4038 - Fax No. (985) 448-4921  
EO/AA Employer, M/F/H/V

BID NO. **SB01717**

Date: **September 2, 2016**

**INVITATION, BID AND ACCEPTANCE**

**INVITATION:** Sealed bids, subject to the conditions herein stated and attached hereto, will be received at this office until **3:00 P.M. on September 27, 2016** and then publicly opened for furnishing the items and/or services as described below for Nicholls State University.

Signed   
**Terry G. Dupre**  
Director of Purchasing

*The right is reserved to reject all or part of your offer as well as to cancel this entire solicitation*

DESCRIPTION

**"SB01717- Procurement of Microscopes for Biology " .....**

**INSTRUCTIONS:**

1. YOUR BID SHALL BE MADE ON THE ATTACHED BID FORM(S) AND RETURNED WITH THIS "INVITATION" IN A SEALED ENVELOPE WITH YOUR NAME AND ADDRESS ON THE OUTSIDE OF THE ENVELOPE YOUR BID IS SUBMITTED IN. THE ENVELOPE MUST CLEARLY IDENTIFY THE BID TITLE, BID NUMBER, AND THE SCHEDULED RETURN DATE AND TIME. IF THE SOLICITATION REQUIRES THAT THE WORK IN THE SOLICITATION MUST BE PERFORMED BY A LICENSED LOUISIANA CONTRACTOR, THEN YOUR LOUISIANA CONTRACTORS LICENSE NUMBER MUST BE WRITTEN ON THE OUTSIDE OF THE ENVELOPE THE BID IS SUBMITTED IN.
2. The University cannot accept bids or alterations by wire, phone or facsimile.
3. ALL PRICES ARE TO BE QUOTED COMPLETE AND F.O.B. NICHOLLS STATE UNIVERSITY, THIBODAUX, LA.
4. All prices assumed firm unless otherwise stated.
5. Any bid received after bid closing time will be returned unopened.
6. As a state agency, the University is NOT liable for state sales tax in acted by the State Legislature and in effect at the time of issuance of the order. Do not include federal excise tax unless requested.
8. Unless otherwise specified all bids shall be binding for 30 calendar days from date of bid opening.
9. THIS BID INVITATION SHEET MUST BE SIGNED IN INK. FAILURE TO SIGN IN INK WILL BE CAUSE FOR BID NOT TO BE CONSIDERED. **PLEASE SIGN IN BLUE INK**
10. Additions for packing or other items not quoted will not be allowed.

**BIDDER SHOULD FILL IN ALL BLANK SPACES**

Terms will be \_\_\_\_\_ and shipment will be made within \_\_\_\_\_ days of receipt of order.

**BID**

In compliance with the above invitation for bids and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within \_\_\_\_\_ days from the date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section). (In case of a continuing contract this price shall remain in effect until \_\_\_\_\_.)

Bidder \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

**PLEASE SIGN THIS BID INVITATION IN BLUE INK**

Federal Tax ID Number: \_\_\_\_\_

**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.**

**NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED TO FEDERAL TAX ID NUMBER PROVIDED.**

Acceptance by NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA as to items numbered:

Signed \_\_\_\_\_

Date \_\_\_\_\_

**Purchasing Office**

P.O. Box 2052  
Thibodaux, LA 70310  
985.448.4038  
Fax: 448.4921

**NICHOLLS**  
STATE UNIVERSITY

September 02, 2016

**PUBLIC NOTICE  
INVITATION TO BID**

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. On **September 27, 2016 at 3:00 P.M.** for:

**"Bid Number SB01717- Procurement of Microscopes for Biology"**

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Workers Compensation and Employers Liability required. General Liability and Automobile Liability insurance required.

Copies of the specifications may be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. Copies of specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. To obtain a copy of the specification from Nicholls State University, call (985) 448-4038 or e- mail [terry.dupre@nicholls.edu](mailto:terry.dupre@nicholls.edu) or [kathy.ockmond@nicholls.edu](mailto:kathy.ockmond@nicholls.edu)

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

The University reserves the right to reject any or all bids, and to waive any informalities.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(A)(1)(C) and/or R.S. 39:1594(C)(2) (D).

An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY  
THIBODAUX, LOUISIANA



TERRY G. DUPRE  
Director of Purchasing

**TO BE RUN: September 9, 2016**

**TO BE OPENED: September 27, 2016**

**SPECIFICATIONS & BID FORM  
NICHOLLS STATE UNIVERSITY  
THIBODAUX, LA  
PAGE 1 OF 2**

**ITEM 1: Leica DM750 Brightfield HI Plan Koehler Outfit with Pointer**

- EZStore design with Handle and cord wrap allows easy carrying, easy lifting, and protection against microscope component damage
- Leica EZlite LED illumination saves the cost of replacement lamps and provides a cool white light for over 20 years of average use
- Patented time delay shutoff saves energy
- AgTreat additive at touchpoints to prevent bacteria spreading from student to student

**Shall Include:**

- DM 750 Right Hand Stage Stand with Koehler Illumination
- Add on lens for condenser
- 4 Position Nosepiece
- Universal Power Supply plus USB Power with integrated connector
- Mechanical stage with non-extending rack and slide holder
- LED illumination
- Auto off
- Built in handle and cord wrap
- Dust cover
- Manuel 45 degree Binocular Tube with locking mechanism for eyepieces Abbe Condenser 0.9Dry/1.25 Oil with slot for Phase and Darkfield sliders and labels for matching Objective magnifications
- 10 x 20 Pointer eyepiece w/eyeguard
- HI Plan 4X/0.10NA, 18.0mmW.D . HI Plans 10X/0.25 NA, 12.0mm W.D. HI Plan 40x/0.65 NA, 0.36mm W.D. HI Plan 100x/1.25 NA, 0.10mm W.D.
- Oil Immersion Oil
- Shall include U.S. Power Cord that fits the cord wrap of DM500, DM750,DM750P, DM750M stands
- Price to include set up and installation

26 Each @\$ \_\_\_\_\_ = Total \$ \_\_\_\_\_

**SET UP, INSTALLATION, FREIGHT AND HANDLING CHARGES TO BE INCLUDED IN BID PRICE**

**NO SUBSTITUES SHALL BE ACCEPTED. ALL PARTS AND ACCESSORIES MUST BE COMPATIBLE AND INTERCHANGEABLE WITH EXISTING DM750 MICROSCOPES IN USE FOR CONTINUITY IN STUDENT CLASSROOM AND RESEARCH REQUIREMENTS.**

**SPECIFICATIONS & BID FORM  
NICHOLLS STATE UNIVERSITY  
THIBODAUX, LA  
PAGE 2 OF 2**

**BID SUBMITTED BY:** \_\_\_\_\_  
(please print or type name)

**NAME OF FIRM:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**PHONE NO.** \_\_\_\_\_

**FAX NO.** \_\_\_\_\_

STATE OF LOUISIANA  
NICHOLLS STATE UNIVERSITY  
THIBODAUX, LOUISIANA  
A Member of the University of Louisiana System

Rev. 08/2015

The Nicholls State University (NSU) Purchasing Department will receive sealed bids until 3:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the NSU Purchasing Department received after 3:00 P.M. on the date specified. Beginning at that time, bids shall be publicly opened and read aloud to those present in the NSU Purchasing Department.

Mail address: Nicholls State University  
Purchasing Department  
P. O. Box 2052  
Thibodaux, LA 70310

Delivery: Nicholls State University  
Purchasing Department  
906 East First Street  
Room 104 Elkins Hall  
Thibodaux, LA 70301

Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Nicholls State University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

**INSTRUCTIONS TO BIDDERS**

- 1) **Bid Forms:** All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in ink by an authorized representative of the bidding entity. *Please use blue ink when signing bid documents.* Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; (3) photocopy of bidder's signature; and (4) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration has been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.

The NSU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 2) **Sealed Envelope:** To assure consideration, all bids must be submitted in a sealed envelope. The Envelope must contain: THE BID NUMBER, THE CONTRACTORS LICENSE NUMBER (IF REQUIRED), THE DUE DATE AND TIME, AND THE NAME OF THE BIDDER.
- 3) **Standard of Quality:** Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 4) **Descriptive Information:** Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 5) **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the NSU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.
- 6) **Louisiana Preference:** Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response on the form provided and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 7) **Signature Authority:** ATTENTION: .R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. You should indicate which of the following apply to the signer of this bid.
1. The signer of the bid is either a Corporate Officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in Commendam as reflected in the most current Partnership Records on file with the Secretary of State. A copy of the Annual Report or Partnership Record must be submitted to this office before contract award.
  2. The signer of the bid is a representative of the Bidder Authorized to submit this bid as evidenced by documents such as, Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the Resolution, Certification, or other supportive documents must be attached hereto.

**-Instructions to bidders continued-**

3. The bidder has filed with the Secretary of State an Affidavit or Resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.

4. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.

- 8) **Addendums:** If an addendum is issued regarding the bid solicitation, it is the responsibility of the bidder, prior to submitting their bid, to periodically visit if any addendums were issued and posted to the State of Louisiana Purchasing Department LaPAC website.
- 9) **Bid Bonds:** If a bid bond is required, a bid bond must be submitted for each separate bid response. The bid bond shall be in an amount equal to 5% of the bid price submitted and alternates, if any. The bid security shall be in a form of a bid bond or certified check, or cashiers check.

**(PLEASE NOTE THAT A BID BOND MUST BE SIGNED BY THE AGENT OR ATTORNEY-IN-FACT OF THE SURETY.)**

**(\*) The surety or insurance company furnishing the bid bond shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.**

**FOR THIS BID SOLICITATION:**

**BID BOND REQUIRED:** \_\_\_\_\_ Yes        X   No

**PERFORMANCE BOND REQUIRED:** \_\_\_\_\_ YES        X   NO

**PURCHASE WILL BE EXECUTED WITH:**   X   Purchase Order Only  
\_\_\_\_\_ Purchase Order and Formal Two Party Contract  
\_\_\_\_\_ Formal Two Party Contract Only

**GENERAL CONDITIONS**

**Rev 08/2015**

- 1) **Prices:** Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - NSU, Thibodaux, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by NSU in the solicitation document.
- 2) **Payment Terms:** Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) **Delivery:** Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) **Taxes:** Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) **New Products:** Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) **Default of Contractor:** Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) **Contract Cancellation:** The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 8) **Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) **COMPLIANCE WITH CIVIL RIGHT LAWS:** By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.
- 10) **SPECIAL ACCOMMODATION:** Any "Qualified individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
- 11) **INDEMNITY:** Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.
- 12) **CERTIFICATION OF NO SUSPENSION OR DEBARMENT:** By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA), in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov/index.html/#1>.

**13) FEDERAL CLAUSES, IF APPLICABLE:** ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statutes required in the Anti-Lobbying Act and the Debarment Act.

**SPECIAL CONDITIONS**

**BID NUMBER:** SB01717

**BID OPENING:** September 27, 2016

**Rev 8/2015**

.....  
**NOTICE TO BIDDERS:**

- A. ITEMS PURCHASED THAT ARE PRODUCED, MANUFACTURED, ASSEMBLED, GROWN, OR HARVESTED IN LOUISIANA ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.
- B. PROCUREMENT OF DOMESTICS PRODUCT ACT: ITEMS MANUFACTURED IN THE UNITED STATES ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.

.....  
**A. In accordance with the Louisiana Revised Statute 39:1604, a preference of 10% may be allowed for materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in R.S. 38:2251(A), and which are equal in quality to other materials, supplies, products, provisions.**

DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_ NO \_\_\_\_\_

SPECIFY ITEM NUMBER(S) \_\_\_\_\_

**Specify location within Louisiana where this product is produced, manufactured, grown or assembled:** \_\_\_\_\_

*FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.*

*Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:*

- 1) *The cost of such items does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than ten percent.*
- 2) *The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.*
- 3) *In cases where more than one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.*

**B. In accordance with the Louisiana Revised Statute 39:1604.7, Procurement of Domestic Products Act, a preference of 5% may be allowed for materials, supplies, product, provisions, or equipment which are manufactured in the Unites States and which are equal in quality to other material, supplies, products, provisions, or equipment.**

DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_ NO \_\_\_\_\_

SPECIFY ITEM NUMBER(S) \_\_\_\_\_

**Specify location within the United States where this product is produced, manufactured, grown or assembled:** \_\_\_\_\_

*FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.*

*Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:*

- 1) *The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.*
- 2) *The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.*
- 3) *In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.*
- 4) *The vendor certifies that such items are manufactured in the United States.*

**CONDITIONS OF PURCHASE**

The following conditions, unless otherwise stated in the bid document, will apply to all purchase orders:

Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. THE PURCHASE ORDER NUMBER must appear on all invoices, delivery memoranda, bills of lading packages and correspondence.

The University is not responsible for goods delivered or work done without a written order. No allowance for boxing or crating. Unauthorized quantities in excess of this order will be returned or held subject to shipper's order, expense and risk.

Contractor warrants that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agrees that this warranty shall survive acceptance of the merchandise and that contractor will bear the cost of inspecting rejected merchandise.

All rejected goods will be held at contractor's risk and expense, subject to contractor's prompt advice as to disposition. Unless otherwise arranged, all rejected goods will be returned at contractor's expense.

Contractor will, at its expense defend the University against any claim that any merchandise to be furnished hereunder infringes a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally as a result of such claim.

VENDOR INFORMATION SHEET

Please complete this page and the W9 form. The Vendor Information Sheet and W9 form should be completed by new and current vendors of the University and both completed documents should be submitted with bid response.

ORDER FROM NAME AND ADDRESS:

**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.  
NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED  
TO FEDERAL TAX ID NUMBER PROVIDED.**

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
Address Line 3

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
FAX

\_\_\_\_\_  
E-Mail Contact Address

REMIT TO ADDRESS:

**NAME OF BIDDER MUST MATCH NAME ON ATTACHED W9 FORM.  
NAME ON W9 FORM MUST AGREE WITH THE NAME ASSIGNED  
TO FEDERAL TAX ID NUMBER PROVIDED.**

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
Address Line 3

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
FAX

\_\_\_\_\_  
E-Mail Contact Address

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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; check only one 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) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small>	
	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																														
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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																														
<b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: 0 auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> <tr><td colspan="9" style="text-align: center;">OR</td></tr> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> </table>	Social security number																		OR									Employer identification number																	
Social security number																																														
OR																																														
Employer identification number																																														

<b>Part II Certification</b>	
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.	
<b>Certification instructions.</b> 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 3.	

<b>Sign Here</b>	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.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/ww9](http://www.irs.gov/ww9).

#### 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-I (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? on page 2.*

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?* on page 2 for further information.