



City of Aurora, Illinois

Request for Proposals 15-38

**Construction Manager/Constructor
For New Fire Station No. 7**

PROPOSALS DUE

**Wednesday, June 3, 2015
at 2:00 p.m.**

**City Clerk's Office
44 E Downer Place, 2nd Floor
Aurora, Illinois**



City of Aurora

Purchasing Division • Finance Department • 44 E. Downer Place • Aurora, Illinois 60507-2067
(630) 256-3550 • FAX (630)256-3559

Esther L. Phillips
Director of Purchasing

CITY OF AURORA
REQUEST FOR PROPOSAL
15-38
CONSTRUCTION MANAGER/CONSTRUCTOR
FOR NEW FIRE STATION NO. 7

The City of Aurora invites proposals for the anticipated hire of a Professional Consultant for Construction Manager/Constructor Services for New Fire Station No. 7, located at 824 Kenilworth Place, Aurora, Illinois.

Sealed Proposals will be received at the office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507, until 2:00 p.m., CDT, Wednesday, June 3, 2015 to determine proposals for the anticipated above named purchase.

Attached please find specifications and other pertinent documents necessary for you to respond to this Request for Proposal (RFP).

Proposals must be placed in a box, sealed, and clearly marked on the outside: "Proposal for Professional Consultant for Construction Manager/Constructor Services for New Fire Station No. 7."

DO NOT SEND OR DELIVER PROPOSALS to the Purchasing Office.

Any Respondent who owes the City money may be disqualified at the City's discretion.

A pre-submittal meeting will be held at the date, time, and location set out below. Attendance at the meeting is recommended, but not mandatory; however, meeting minutes will not be issued.

Date: Wednesday, May 20, 2015
Time: 1:00 p.m.
Location: Fire Station #7, 824 Kenilworth Place, Aurora, Illinois

Questions concerning this RFP shall be directed to Mrs. Esther Phillips, Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until, 3:00 p.m. CDT, Friday, May 22, 2015. Questions will be answered via addendum and posted to the City's website at www.aurora-il.org/Finance/Purchasing/bid_invitation by 12:00 p.m. CDT, Thursday, May 28, 2015. **NO questions will be accepted or answered verbally. No questions will be accepted or answered after the May 22, 2015, 3:00 p.m. cut-off date/time.**

To ensure receiving responses to questions submitted, prospective RFP Respondents need to register their interest in the RFP with the City of Aurora Purchasing Division giving a name, address or E-mail address as to where questions and responses shall be directed in writing at PurchasingDL@aurora-il.org by the questions deadline date and time **Friday, May 22, 2015, 3:00 p.m.**

Any RFP Respondent not registering shall be deemed to have full knowledge of questions and responses when submitting their proposal.

The City of Aurora reserves the right to reject any or all Proposals, or parts thereof, and to waive any technicality, informality or irregularity in the Bids received, and to disregard all nonconforming or conditional Proposals or counter-proposals and to hold the best Proposals for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Proposal to the lowest responsible Respondent whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

CITY OF AURORA

A handwritten signature in cursive script that reads "Esther L. Phillips". The signature is written in black ink and is positioned above the printed name and title.

Esther L. Phillips
Director of Purchasing

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ATTACHMENT A

**CITY OF AURORA
REQUEST FOR PROPOSALS
15-38
PROFESSIONAL SERVICES OF A
CONSTRUCTION MANAGER/CONSTRUCTOR
FOR NEW FIRE STATION NO. 7**

1. INTRODUCTION

1.1 Brief Overview of the Project

The City of Aurora is soliciting proposals from professional consultants interested in providing Construction Manager/Constructor Services for New Fire Station No. 7, located at 824 Kenilworth Place, Aurora, Illinois. The existing Fire Station No. 7 was originally built in the 1950s, no longer meets the needs of a modern fire department, and will be replaced by the proposed new fire station on the existing site. It is the intent of the Aurora Fire Department to keep the existing building operational during construction and be demolished following relocation into the proposed new fire station.

1.2 Definitions

- In contrast to a CM that is not also a constructor; the CMc is at risk and is involved with project development and administration of the construction.
- Owner/City Project Manager shall mean The City Project Manager.
- Project Team shall mean the Design Architect and Team, the City Project Manager and Team and the CMc Team.

1.3 About the City of Aurora

The City of Aurora is located approximately 40 miles West of Chicago. The City of Aurora is the second-largest city in Illinois with a rapidly growing population of approximately 198,000. Aurora currently encompasses approximately 46 square miles. Aurora is bisected by the Fox River and its corporate limits encompass areas within four Illinois counties including Kane, DuPage, Kendall and Will.

The new Fire Station No. 7 will be approximately 8,000-10,000 square feet. The design of the fire station shall be appropriate for location within a residential community. Special consideration should be given to energy efficiency, sustainable and renewable design, durability, ease of maintenance, and a projected useful life of 30-40 years for the facility.

2. SCOPE OF SERVICES

The new Fire Station shall be double-deep, three wide apparatus bay with an overall depth of approximately 80'. Specialty spaces to support Fire Department operations shall be constructed to include: locker rooms independent of the bunkroom area, EMS supply and decontamination, climate controlled turnout gear storage, tool/workshop area, storage, laundry room, and hose drying. The living/sleeping areas shall be designed to accommodate concurrent 24 hour occupancy of 4-6 personnel including bunkrooms, toilet rooms/showers, dayroom, kitchen, dining room, fitness room, and officer quarters. A watch room and office shall be constructed and outdoor storage equipment room integral to the building with outdoor access.

2.1 Proposed Project Schedule

For planning purposes, the City plans on budgeting funding for the construction of the building, site improvements, demolition of the existing station, and other costs associated with the construction for fiscal year 2016. The anticipated timeline for the project is:

| | |
|---|-------------------------------|
| Construction Manager/Constructor Procurement: | June 2015 – July 2015 |
| Design Phase: | July 2015 – December 2015 |
| Construction Phase: | February 2016 – November 2016 |
| Warranty Phase: | December 2016 – December 2017 |

2.2 Construction Delivery Method

The City plans to deliver the project using a Construction Manager at Risk (CMc) by the beginning of the Design Development Phase to provide pre-construction phase services and construction phase services. The project will utilize the Competitive Sealed Proposal construction delivery method.

The City of Aurora is currently in the process of soliciting proposals for a professional architecture and engineering consultant to provide design services. The City will expect the Construction Manager and the architect team to be prepared to quickly commence work after execution of contracts. The scheduled expectation is to begin site work in the spring of 2016 with building construction commencing in the summer of 2016.

2.3 Sustainability

The City has a stated goal of encouraging sustainable design. Hence, the project will be designed to address LEED planning and design criteria.

3. PROPOSAL REQUIREMENTS

3.1 Evaluation Process and Selection Criteria

The Construction Manager will be evaluated as follows:

Step One: Statement of Qualifications - The City will appoint a selection committee to evaluate each Respondent focusing initially on qualifications. The Selection Committee will rank the Respondents.

Step Two: Interviews/Presentations - The City will contact and interview references provided by each Respondent. The Selection Committee may then make a selection solely based on their collective evaluations of the Respondents' RFP.

3.2 Evaluation Criteria for Step Two

After proposals have been received and reviewed by the selection committee, top ranked firms will be notified and invited to participate in a short list/final selection phase. It is intended that this phase will include the following steps.

1. Notification - Written notification of top ranked firms.

2. Building Tour - Each short list firm must arrange a tour of a building for which they served as the Construction Manager/Constructor. The building selected must have been completed within the past five years. It need not be a fire station, but it should be a public building. It should demonstrate the firm's ability to successfully deliver a project of similar complexity. The individual in your organization that personally managed the project must lead the tour of the facility. The City of Aurora will be responsible for its own travel and lodging expenses.
3. Discussion/Presentation - Immediately after the tour, a one (1) hour discussion/question and answer period will be conducted at a location to be determined. At this time, the Construction Manager will be asked to introduce all key staff, illustrate the management strategy they will use, and identify what attributes and unique qualification their firm brings to this project. The firm should emphasize measures and control methods used to assure quality, schedule and budget conformance.
4. Final Ranking - After all tours and discussions are completed the Selection Committee will rank the firms interviewed.
5. Negotiation/Scope Development - The top ranked firms will be notified in writing and will be invited to meet and submit a prospective detailed scope of services (with their initial percentage fee further broken down by phases). If the City finds the fee unacceptable, it will terminate negotiations with the top ranked firm and, at our sole discretion, enter into negotiations with the second ranked firm, withhold the award for any reason, elect not to proceed with any of the proponents, or re-solicit new proposals.
6. Final Selection - The selection committee will make a recommendation to the City of Aurora Mayor and City Council whose decision will be final.

4. QUALIFICATION SUBMISSION REQUIREMENTS

All responsive submissions must be in accordance with the requirements set forth in this Request for Proposal. As a minimum, the following information shall be submitted:

1. On company letterhead, provide a narrative which introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this RFP. The letter should be signed by an authorized principal of the proposing consulting firm.
2. Identify the firms' principal shareholders, partners or members. It should define the period of time the firm has been operating its business offering professional construction management/constructor services.
2. Name, resume, project list, educational background, and five (5) project references (with phone numbers) of the firm and additionally, of the key staff that will be assigned to this project. Identify how many years this staff member has been employed by your firm and other firms if applicable. Define any other project responsibilities key staff assigned to this project are currently involved in.

3. A list of other public projects of this size, and type for which the firm has provided similar construction services for in the past five (5) years. Provide current contact names and phone numbers for each project listed. If the primary contact individual has retired or is no longer available, provide the name of an individual now responsible for the facility.
4. Identify any additional information reflecting the Respondent's ability to complete projects within established schedules and budgets. Any additional information to demonstrate the ability of the Respondent to perform the tasks described herein should also be included.
5. Initial Fee: One copy to be submitted in a separate sealed envelope marked "Estimated Fee." Firms submitting an RFP must submit their initial proposed fee expressed as a percentage in a separate sealed envelope. The fee should separately break out the cost of services for the design phase and the construction phase.

The City will select the CMc team using a Qualifications Based Selection (QBS) process. Short listed firms will be interviewed and ranked from highest to lowest based entirely on the interview, impressions from site visit tours (see below), and demonstrated qualifications and references. Fees will remain sealed and will not be opened or used in the ranking process. After ranking is complete, the City will open the sealed fee envelopes.

5. SERVICES REQUIRED

In substantial conformance with AIA CMc documents, the final contract between the City of Aurora and the Construction Manager will be modified to include at least the following:

1. The Construction Manager will fix the Guaranteed Maximum Price (GMP) at the time the bids have been opened and have been reviewed for accuracy and completeness by the Construction Manager in consultation with the Project Team.
2. The Construction Manager will be responsible for preparing the scope of work for the project.
3. The Construction Manager will be "At Risk" and will hold and administer all of the trade and/or subcontractors.

6. RFP PROCESS

6.1 Submission Instructions

Proposal submissions will be accepted until 2:00 p.m., CDT, Wednesday, June 3, 2015 at:

City of Aurora
Attn: City Clerk
44 E. Downer Place
Aurora, IL 60507

The City of Aurora reserves the right to request additional information during the RFP review period.

Respondents shall submit six hard copies and one electronic copy (CD) of the RFP Submittals in a sealed box labeled with the Respondent's name and address clearly indicated on the outside of the box along with the project description as indicated below:

Respondent's Name

RFP Response – Construction Manager/Constructor for the City of Aurora, Aurora Fire Station No. 7

6.2 Pre-Submittal Meeting

A pre-submittal meeting will be held at the date, time, and location set out below. Attendance at the meeting is recommended, but not mandatory; however, meeting minutes will not be issued.

Date: Wednesday, May 20, 2015

Time: 1:00 p.m.

Location: Fire Station #7, 824 Kenilworth Place, Aurora, Illinois

6.3 Inquiries

Questions concerning this RFP shall be directed to Mrs. Esther Phillips, Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until, 3:00 p.m. CDT, Friday, May 22, 2015. **No questions will be accepted or answered after the May 22, 2015, 3:00 p.m. cut-off date/time.**

To ensure receiving responses to questions submitted, prospective RFP Respondents need to register their interest in the RFP with the City of Aurora Purchasing Division giving a name, address or E-mail address as to where questions and responses shall be directed in writing at PurchasingDL@aurora-il.org by the questions deadline date and time **Friday, May 22, 2015, 3:00 p.m.**

NO questions will be taken or answered verbally.

6.4 Addenda

All modifications or clarifications of this RFP will be issued in writing as an Addendum. Addenda will be posted at the City's website at www.aurora-il.org/Finance/Purchasing/bid_invitation by **12:00 p.m. CDT, Thursday, May 28, 2015**. Respondents may only rely on information set out in this RFP, as modified by Addenda. By submitting an RFP, Respondents will be deemed to have received all Addenda.

No Addendum will be issued later than noon on Thursday, May 28, 2015, except Addenda with minor clarifications, withdrawing the RFP, or postponing the RFP Submittal Date.

6.5 Estimated RFP Timeline

| | |
|-----------------------------|------------------------------------|
| Pre-Submittal Meeting: | 1:00 p.m., Wednesday, May 20, 2015 |
| Questions Deadline: | 3:00 p.m., Friday, May 22, 2015 |
| Addenda Deadline: | 12:00 p.m., Thursday, May 28, 2015 |
| RFP Submittal Date: | 2:00 p.m., Wednesday, June 3, 2015 |
| Anticipated Selection Date: | June 24, 2015 |
| Contract Notice to Proceed: | July 29, 2015 |

7. STANDARD PROVISIONS

7.1 Subcontractors

Respondent shall require and verify all subcontractors maintain insurance, including workers' compensation insurance, subject to all of the requirements stated herein prior to beginning work.

7.2 Assurances

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Illinois and ordinances and regulations of the City will apply.

7.3 Project Records

The awarded Construction Manager shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City reserves the right determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice. Upon completion of the study, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in an electronic file format (.PDF, .JPEG) on CD or USB storage device.

7.4 Deviations from Specifications

Respondents shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

7.5 No Collusion

By offering a submission to this RFP, the Respondent certifies that no attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

7.6 Submittal Withdrawal

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Council, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal;
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the respondent;
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request permission to withdraw the submittal;
- e. The respondent submits documentation and an explanation of how the error was made.

7.7 Termination Provision

The performance of the selected Construction Manager will be continually evaluated by the City. The City will conduct performance evaluations at the City's discretion.

The Aurora Fire Chief, in his sole discretion, shall be able to terminate and cancel all or any part of the Agreement entered into with the selected Construction Manager for any reason upon giving the Construction Manager ten (10) days' notice in writing of its election to cancel and terminate the Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional Construction Manager to perform the services described in the Agreement either during or after the term of the Agreement.

7.8 Proprietary Information

1. Selected Construction Manager, involved employees, and subs will be required to sign a non-disclosure agreement.
2. Writings, (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Construction Manager hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Construction Manager need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by CMC or one of its employees, or its Sub-consultant or the Sub-consultant's employees, in which case such right shall be obtained without additional compensation. Whether or not CMC's initial proposal or proposals made during this Agreement are accepted by

City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by CMc, its Sub-consultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

3. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by CMc, its officers, agents, employees, or Sub-consultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, CMc, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and CMc, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

7.9 Confidentiality

The data, documents, reports or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by CMc relative thereto shall be considered proprietary and confidential and shall not be reproduced, altered, used or disseminated by CMc or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Construction Manager is required to safeguard such information from access by unauthorized personnel. All CMc, their employees and their subcontractors shall sign a non-disclosure agreement prior to commencement of work.

7.10 Termination Due to Non-Appropriation of Funds

This Agreement is subject to the provisions of the City Code which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The City Council, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the City is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the City Council does not appropriate funds therefore. The Construction Manager is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the City.

Although the Construction Manager is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the CMc agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the City within that 60 day period. The Construction Manager is responsible for maintaining all insurance and bonds during this 60 day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the City for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

8. GENERAL TERMS & CONDITIONS

1. Construction Manager must be currently and have been for at least one year prior, registered in the State of Illinois.
2. Selection will be made by the evaluation committee and is subject to approval by the Aurora City Council. The successful CMc will be required to enter into a written agreement in a form acceptable to the city.
3. The evaluation committee and the City of Aurora reserve the right at any time and for any reason to cancel this professional services agreement procurement process, to reject any or all proposals, or to accept an alternative proposal. The evaluation committee and the City of Aurora reserve the right to reject any non-responsive proposals. The Evaluation committee may seek clarification on a proposal at any time.
4. The City reserves the right to waive any irregularity, informality, or technicality in the selection process, if it is deemed in the city's best interest to do so.
5. All costs related to the preparation of the Request for Proposal and any related activities are the sole responsibility of the proposing firm. The City assumes no liability for any costs incurred by firms throughout the entire selection process.
6. All Request for Proposals, including attachments, supplementary materials, renderings, sketches, addenda, etc., shall, upon submission, become the property of the city, and will not be returned to the submitting firm.
7. The firm's written services agreement shall include a statement of indemnification to hold the evaluation committee, the city, its officers, agents and employees, and each of them harmless from any and all lawsuits, claims, demands, liabilities, damages and losses including all costs, expenses and attorney's fees incurred in connection therewith, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with, or as a result of any negligence of the firm in performing the work covered by this RFP or any subsequent agreement.

8. Qualified Construction Manager must have the following: commercial general liability, professional liability/errors and omissions insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregated coverage are required. The City of Aurora must be named as a primary, non-contributory additional insured and a certificate of insurance provided to the city prior to the commencement of work. In addition, they should have the required statutory workers compensation and auto liability policies in place and provide a Certificate of Insurance evidencing said policies.
9. Construction Manager must also be willing in service agreement to defend and indemnify the City of Aurora against all third-party claims or causes of action against the city arising out of the firm's willful or wanton misconduct or gross negligence in the performance of their services on behalf of the city.
10. Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of any agreement resulting from this RFP.
11. In case of default by the professional services firm, the evaluation committee and the city may procure the services from other sources and hold the firm responsible for any excess cost resulting there from.
12. The selected Construction Manager will be exclusively responsible for all services scheduled during the development of a Scope of Services. The evaluation committee will consider the CMC to be the sole point of contact with regard to contractual matters that relate to this project which includes the payment of any and all charges resulting from an agreement. Subcontracts will be permitted only upon specific, written permission of the city.
13. Failure to read the RFP and comply with its instructions will be at the proposing firm's own risk.
14. Corrections and/or modifications to submittals received after the completion of the firm's scheduled presentation will not be accepted.
15. **CONTACT WITH CITY EMPLOYEES IS STRICTLY PROHIBITED DURING THE RFP SUBMISSION PERIOD.** All firms interested in this procurement (including the firm's employees, representatives, agents, lobbyists, attorneys and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, City Officials and Administration, Department Heads, Division Managers, and other City staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process.

16. Neither Respondents nor any person acting on Respondent's behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Aurora or their families. All inquiries regarding the solicitation are to be directed to the designated City Representative identified in this RFP. Upon issuance of the solicitation, through the pre-award phase and up to the award, aside from Respondent's formal response to the solicitation, communications publicly made during the official pre- submittal meeting, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Respondents nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Aurora or their families through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Respondent. However, nothing in this paragraph shall prevent a Respondent from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.
17. Respondents who provide false or misleading information, whether intentional or not, in any documents presented to the City for consideration in the selection process shall be excluded. Any false or misleading information in these documents would, in effect, render the entire document suspect and therefore useless.
18. The Construction Manager will be required to execute an approved professional services agreement with the City of Aurora.

9. VENDOR APPLICATION PACKET

All Respondents are required to complete and submit with their RFP the attached City of Aurora Vendor Application Packet. **See Attachment A.**

APPENDIX A

Vendor Application Packet



City of Aurora

44 E. Downer Place • Aurora, Illinois 60507-2067 • 630-256-4636

Dear Vendor:

Thank you for your interest in doing business with the City of Aurora. Each year, the City buys a variety of products ranging from office supplies to equipment to a wide range of professional and technical services. These purchases are accomplished through the Purchasing Division of the City's Finance Department.

Vendors who wish to do business with the City of Aurora must first take steps to become aware of the materials, supplies, equipment or services sought by the City. Vendors should also register to receive notice of the City's procurement needs. To ensure you receive notice of the procurement activities most appropriate to you, please complete the enclosed Forms. Please be sure to provide a description of the products you offer on the Vendor Application form where indicated. The City sends copies of bid specifications to vendors registered for the specific products and services. We also advertise bids on our website at www.aurora-il.org/finance/purchasing/bid_invitation and in our local newspaper, the *Aurora Beacon News*. Most non-construction bid packages can be downloaded from the City's website.

The City of Aurora encourages the participation of businesses owned by minorities, women, and disabled persons (MWDP) in the City's procurement process as well as self-declared vendors. If you have obtained certification by one of the following programs and agencies, please provide a current certification certificate with your Vendor Application Form.

1. Illinois Unified Certification Program
2. Illinois Department of Central Management Services (CMS) Business Enterprise Program
3. Illinois Department of Transportation
4. Women's Business Development Center

For more information concerning the aforementioned certification programs, please contact one of the individuals on the enclosed list.

If you have questions on how to become a vendor of the City, please call or write:

City of Aurora
Purchasing Division of the Finance Department
44 E. Downer Place
Aurora, Illinois 60505
630-256-3550

We look forward to doing business with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas J. Weisner".

Thomas J. Weisner
Mayor

Enclosures

City of Aurora
List of Minorities, Women,
and Disabled Persons Certifications
Recognized by the City of Aurora

1. Illinois Unified Certification Program Participants

Illinois Department of Transportation
2300 S. Dirksen Parkway
Springfield, Illinois 62764
217/780-5490
www.dot.state.il.us

Metra
547 W. Jackson Blvd, 5th Floor West
Chicago, Illinois 60661
312/322-6323
www.metradbe@metrarr.com

City of Chicago
121 N. LaSalle St., Lower Level
Chicago, Illinois 60602
312/744-0835
www.cityofchicago.com

Chicago Transit Authority (CTA)
567 W. Lake Street
Chicago, Illinois 60661
312/664-7200, ext. 12626
www.transitchicago.com

Pace
550 W. Algonquin Road
Arlington Heights, Illinois 60005
847/228-2439
www.pacebus.com

2. Illinois Department of Central Management Services Business Enterprise Program

Illinois Department of Central Management Services
Business Enterprise Program
100 West Randolph
Suite 4-400
Chicago, Illinois 60601
(312) 814-4190
www.BEP.CMS@illinois.gov

3. Illinois Department of Transportation

Illinois Department of Transportation
2300 S. Dirksen Parkway
Springfield, IL 62764
217/780-5490
www.dot.state.il.us

4. Women's Business Development Center

8 South Michigan Avenue
Suite 400
Chicago, Illinois 60603
312-853-3477
certification@wbdc.org



City of Aurora

PURCHASING DIVISION

44 East Downer Place
Aurora, Illinois 60507

(630) 256-3550 (phone)
(630) 256-3559 (fax)

VENDOR APPLICATION FORM

Please fill in all spaces, Insert "NA" in blocks not applicable.
TYPE OR PRINT ALL ENTRIES.

Date: _____

| | |
|----------------|--------------------------------------|
| COMPANY | HOW LONG IN PRESENT BUSINESS? |
|----------------|--------------------------------------|

| | | | |
|----------------|-------------|--------------|------------|
| ADDRESS | CITY | STATE | ZIP |
|----------------|-------------|--------------|------------|

| | | |
|-----------------------|----------------------------|-------------------|
| CONTACT PERSON | PHONE AND EXTENSION | FAX NUMBER |
|-----------------------|----------------------------|-------------------|

EMAIL ADDRESS

| | |
|---|--|
| TYPE OF ORGANIZATION (Check Applicable) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation | If Incorporated, indicate in which State |
|---|--|

| | |
|-------------------|--|
| Year Established: | Number of Employees working in Aurora: |
|-------------------|--|

CATEGORY (Check below the category which applies to the applicant)

| | | |
|---|---|--|
| <input type="checkbox"/> (A) Manufacturer or Producer | <input type="checkbox"/> (C) Retailer | <input type="checkbox"/> (E) Distributor |
| <input type="checkbox"/> (B) Wholesaler | <input type="checkbox"/> (D) Manufacturer's Agent | <input type="checkbox"/> (F) Service Establishment |

TYPE OF PRODUCT/SERVICE REQUESTING TO BID ON:

NAMES OF OFFICERS, MEMBERS OR OWNERS OF CONCERN, PARTNERSHIP, ETC.

| | |
|---------------|--------------------|
| (A) PRESIDENT | (B) VICE PRESIDENT |
|---------------|--------------------|

| | |
|---------------|---------------|
| (C) SECRETARY | (D) TREASURER |
|---------------|---------------|

(E) OWNERS OR PARTNERS

(F) IF (A) THRU (E) EMPLOYED BY STATE OR LOCAL GOVERNMENT STATE UNIT OF GOVERNMENT

| | |
|--|---|
| TAXPAYER'S I.D. NO. FEIN _____ or S.S. No. _____ Completed W-9 Form required | INSURANCE INFORMATION (Check Applicable) LIABILITY INSURANCE: <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$5,000,000 <input type="checkbox"/> Other Minimum acceptable limits are \$1M per occurrence, \$2M general aggregate (some projects/bids may also require higher limits and/or excess liability coverage). It is required that the City of Aurora be named as a primary, non-contributory additional insured. Insurance Co. _____ Attach a copy of your current certificate of insurance |
|--|---|

PERSON(S) AUTHORIZED TO SIGN QUOTES, PROPOSALS, BIDS AND CONTRACTS:

| NAME | OFFICIAL CAPACITY |
|------|-------------------|
| | |
| | |
| | |
| | |
| | |

MINORITY/WOMEN/DISABLED BUSINESS

The City of Aurora has established a Procurement Development Program designed to encourage city procurement from businesses owned by minorities, women, and disabled persons (MWDP).

Please enclose a current copy of your minority status certification from one of the below agencies with this application to register as a minority group member.

- Illinois Unified Certification Program
- Illinois Department of Central Management Services (CMS) Business Enterprise Program
- Illinois Department of Transportation
- Women's Business Development Center

MINORITY GROUP MEMBER Please check the applicable box(es).

NOTE: Do not complete this section unless you have attached a certification from one of the listed agencies.

Minority Business Enterprise Women Business Enterprise Disabled Business Enterprise

The City of Aurora also recognizes procurement actions with self-declared (non-certified) MWDP businesses. Please check the applicable box below.

African American Hispanic American Native American Asian-Pacific American
 Women-Owned Disabled

References:

Please provide name, address and phone number of references.

1. _____
2. _____
3. _____
4. _____
5. _____

Signature of Person Authorized to Sign this Application

Name and Title of Person Signing (Type or Print)

USE BY CITY OF AURORA ONLY

| | | |
|------------------------|-------------------------|--------------|
| VENDOR NUMBER: | APPROVED BY: | DATE: |
| COMMODITY CODE: | MINORITY STATUS: | |



City of Aurora

Purchasing Division • Finance Department • 44 E. Downer Place • Aurora, Illinois 60507-2067
(630) 256-3550 • FAX (630) 256-3559

Esther L. Phillips
Director of Purchasing

CITY OF AURORA PURCHASE ORDER REQUIREMENT POLICY ACKNOWLEDGEMENT FORM

I/we hereby acknowledge and will comply with the following purchase order requirement policy of the City of Aurora.

All properly authorized purchases of the City of Aurora must be evidenced by the issuance of purchase orders. A city purchase order number must be reflected on a vendor's invoice in order to ensure that purchases are made by authorized individuals for appropriate municipal purposes.

Any invoice received by the City of Aurora which is not supported by a purchase order will not be accepted as a valid city obligation. The invoice will be returned to the vendor without the city processing it for payment. This policy does not restrict city employees from making purchases on behalf of the city government with a credit card.

Notwithstanding the above, a city employee may make emergency purchases (i.e., without a purchase order) when goods or services are "urgently and imminently necessary for the preservation of life, health, and property." Prior to allowing an emergency purchase on behalf of the city, a vendor must obtain authorization from a member of the city's Purchasing Division staff.

Please type or print your contact information below.

Company Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Contact:** _____

Signature _____ **Date:** _____

Print Name: _____

If you desire to receive purchase orders electronically, please provide your email address below:

Email Address: _____

Invoices may be submitted to the city's Purchasing Division via email to: **PurchasingDL@aurora-il.org.**

CITY OF AURORA
ELECTRONIC FUNDS TRANSFER PROGRAM

The City of Aurora offers electronic funds transfer (EFT) to vendors capable of accepting this method of payment. If your company accepts EFT payments, please complete the following Electronic Funds Transfer Agreement.

Please return this Agreement form along with the other required forms necessary to become a vendor of the City of Aurora.

If your company is not capable of accepting this method of payment, please indicate below and return this sheet with the other required forms.

Our company is not capable of accepting EFT payments at this time.

Name: _____

Title: _____

Company Name: _____

Phone: _____

Email: _____

CITY OF AURORA
Electronic Funds Transfer Agreement

THE CITY OF AURORA (Purchaser) agrees to remit payment(s) to _____
(Seller) through electronic funds transfer (EFT) in accordance to the following terms and conditions:

1. This form is solely for authorization to remit payments via EFT in accordance with the National Automated Clearing House Association's Corporate Trade Payment Rules.
2. In order to ensure timely and accurate application of each EFT payment, you must submit your Bank Name, Account Name, Account Number, ABA Number, Account Type, and email for remittance notification.
3. The Purchaser will use CTX or CCD format with addendum information to the Seller's financial institution. If unable to transmit addendum information, remittance detail will be sent to the email address identified on this form.
4. The Purchaser will provide email notification to the email address provided by Seller to help ensure each EFT submitted is accurately and promptly applied to the appropriate invoice(s).
5. Although submitting payment EFT, Purchaser's payment terms will remain the same in accordance to the Illinois Local Government Prompt Payment Act, except that Purchaser shall not be liable for payments not made within the allotted time due to Seller's bank inability to receive EFT payments, including, without limitation, bank computer software/hardware related issues.
6. Any cash discount period shall extend to the date that the invoice is paid.
7. All EFT transactions will be for credit to City of Aurora account(s) only. Adjustments may be made against payments to compensate for payments made in error.
8. Either Purchaser or Seller may terminate the use of EFT by written notice to the other at least thirty (30) days before the desired termination date.
9. Written notice to Purchaser shall be addressed to:
CITY OF AURORA
44 E. Downer Place
Aurora, IL 60507
Attention: Esther L. Phillips, Director of Purchasing

Written notice to Seller shall be addressed to:

(Contact Name) (Address) (Phone)

10. Seller Bank Information:

Bank Name: _____

Bank Address: _____

Account Name: _____

Account Number: _____

ABA/Routing Number: _____

Account Type: _____

Email for remittance notification: _____

City of Aurora Account No. with your institution: _____

11. Seller Contact Information:

Name: _____
 Title: _____
 Company Name: _____
 Phone: _____
 Email: _____

If you are able to meet all of the EFT requirements and you would like to proceed with being set-up via EFT payment, please sign and date below.

| | |
|--|--|
| Agreed to: _____ (Seller – Company Name) | Agreed to: _____ City of Aurora (Purchaser) |
| By _____ (Signature) | By <u>Esther L. Phillips</u> (Signature) |
| _____ (Print Name) | _____ Esther L. Phillips (Print Name) |
| Date _____ | Date _____ |

NOTE: Occasionally certain payments to the Seller may be used by the Purchaser to acquire reimbursements from a third party such as the Federal government. By signing this agreement, the Seller agrees, upon the Purchaser’s request, to provide a notarized letter which is an acceptable proof of payment, noting the time of service, payment amount and project, if any.

REQUIRED: Please attach a voided check or bank paperwork showing the bank name, routing number, account name and account number into which the money is to be deposited. Deposit slips are not acceptable.

Please fax, email or mail both pages of the Agreement, along with a voided check by **April 30, 2015** to:

City of Aurora, Purchasing Division
 44 East Downer Place
 Aurora, IL 60507
 Fax: (630) 256-3559
 Email: PurchasingDL@aurora-il.org

| For Purchasing Use Only | |
|-------------------------|--|
| Vendor No. | |
| Entered by: | |

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. 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 and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor ⁴ |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

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

² Circle the minor's name and furnish the minor's SSN.

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CITY OF AURORA
VENDOR APPLICATION CHECK LIST

The following documents must be completed in their entirety, and submitted to the Purchasing Division in order for your application to become considered as a vendor for the City of Aurora:

Vendor Application Form

Purchase Order Requirement Policy Acknowledgement Form

Electronic Funds Transfer (EFT) Agreement Form (or sheet indicating your company is not capable of accepting EFT payment)

W-9 Form