



Request for Proposal 16-28

SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS FOR THE CITY OF AURORA

PROPOSALS DUE

**Wednesday, May 25, 2016
at 2:00 p.m.**

**City of Aurora
City Clerk's Office
44 E Downer Place
Aurora, Illinois**

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-28

SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS

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CITY OF LIGHTS

THOMAS J. WEISNER
Mayor

Purchasing Division | Finance Department

Esther L. Phillips
Director of Purchasing

CITY OF AURORA
REQUEST FOR PROPOSAL 16-28
**SNOW AND ICE CONTROL SERVICES
ON PUBLIC STREETS FOR THE CITY OF AURORA**

The City of Aurora is seeking proposals for professional services in compliance with City Code Ordinances for Snow and Ice Control Services on Public Streets.

Scope of work includes the Contractor providing snow and ice control services on public streets that the City of Aurora maintains when directed by the Superintendent of Streets, or his Designee, as needed due to winter weather. The City intends to enter into contract with qualified and responsible contractors to perform such services.

Attached please find specifications and other pertinent documents necessary for you to respond to this request for proposal.

Sealed proposals will be received at the office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507-2067 until **2:00 p.m., CST, Wednesday, May 25, 2016** to determine proposals for the anticipated above named services.

The contract shall be for the period of two years. Upon mutual agreement, the City may grant two additional one year extensions of this agreement for a total of four years.

DO NOT SEND OR DELIVER REQUEST FOR PROPOSALS to the Purchasing Division Office.

All proposals are to be submitted on the request for proposal forms provided entitle: "Request for Proposal Snow and Ice Control Services on Public Streets for the City of Aurora."

Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: "16-28 Request for Proposal for Snow and Ice Services on Public Streets for the City of Aurora." **The outside of the envelope must also be clearly labeled with proposer company name and address.**

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to Mrs. Esther Phillips, Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 8:00 am, May 17, 2016. 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 pm, Thursday, May 19, 2016. **NO questions will be accepted or answered verbally. No questions will be accepted or answered after the May 17, 2016 8:00 am cut-off date/time.** It is the proposer's responsibility to check the website before submitting their proposal.

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

A proposal deposit of \$1,000 will be required.

Sufficient proof of liability and workmen's compensation must be furnished to satisfy requirements of the City of Aurora.

The City of Aurora encourages minority business firms to submit proposals and encourages the successful firm to utilize minority businesses as applicable.

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the proposal to the lowest responsible Proposer 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



Esther L. Phillips
Director of Purchasing

PROPOSER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of proposal papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Proposer is not barred from bidding on the Project, or entering into this Proposal as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____
PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

TELEPHONE (____) _____

FAX No. (____) _____

Subscribed and Sworn to
Before me this ____ day
of _____, 2016

Notary Public

STATE OF ILLINOIS)
) ss.
County of Kane)

PROPOSER’S TAX CERTIFICATION

(PROPOSER’S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the PROPOSER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Proposer deposes, states and certifies that Proposer is not barred from bidding with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Proposer is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this _____ day of _____, 2016.

By _____
(Signature of Proposer’s Executing Officer)

(Print name of Proposer’s Executing Officer)

(Title)

ATTEST/WITNESS:

By _____
Title _____

Subscribed and sworn to before me this
_____ day of _____, 2016.

Notary Public

(SEAL)

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSER 16-28
SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS

INSTRUCTIONS TO PROPOSERS

01. REQUIREMENTS OF PROPOSER

The successful Proposer may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Request for Proposal Package; and (b) execute a performance bond necessary for surety acceptable to the City of Aurora in the amount of one hundred percent (100%) of the full contract price and to be conditioned for the faithful fulfillment of the contract for the payment of all labor and materials used in the Work and to include the protection of the City from all liens and damages arising out of the Work; and (c) carry work and carry insurance acceptable to the City covering public liability, property damage and workers compensation.

02. ACCEPTANCE OF PROPOSALS

- a. Proposer must submit an original proposal response, marked as "original" and two (2) complete paper copies, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

- b. Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening. Proposals shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the proposer to a Proposal. Name of person signing should be typed or printed below the signature.

Envelopes containing proposals must be sealed and addressed to the City of Aurora City Clerk. The name and address of the proposer and the RFP Number must be shown in the upper left corner of the envelope.

- c. The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date. Proposer agrees to accept a notice of award, if selected, based on the terms of this Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Proposer as a result of that cancellation. Each Proposer is solely responsible for the risk and cost of preparing and submitting a Proposal.

- d. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the proposal, will also be considered. No Proposal will be considered unless the Proposer shall furnish evidence satisfactory to the City that they have the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the Proposal and execute the Work should the Proposal be awarded to them. Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the Proposal.

The Proposal will be awarded to the lowest responsive responsible Proposer. In determining the responsibility of any Proposer, the City may take into account other factors such as past records of its or other entities transactions with the Proposer, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Proposer will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Proposer to perform the Work. The Proposer shall furnish any information and data requested by the City for this purpose.

03. RECEIPT OF PROPOSALS

- a. It is suggested that Proposers allow a minimum of four days for delivery through U.S. mail, or Proposals may be delivered to the Office of the City Clerk in person. Overnight courier is acceptable provided timely receipt of Proposals. The City shall not be responsible for late delivery of your Proposer by a third party courier. The Proposer assumes responsibility for late delivery of the mail. It is the sole responsibility of the Proposer to see that their Proposal is received in the proper time.
- b. Any Proposal received by the Office of the City Clerk **after 2:00 p.m. on Wednesday, May 25, 2016** shall be rejected and returned unopened. **There will be no exceptions!**

04. WITHDRAWAL OF PROPOSALS

Proposers are cautioned to verify their proposals before submission. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification of the proposal after it has been opened. Proposers may not withdraw their proposal after the opening without the approval of the Director of Purchasing. Requests to withdraw a proposal must be in writing and properly signed. Proposers may, however, without prejudice, modify or withdraw its proposal by written request, provided that the request is received by the City Clerk prior to the scheduled opening and at the address to which proposals were to be submitted. Following withdrawal or modification of its Proposal, Proposer may submit a new Proposal, provided it is received by the City Clerk prior to the proposal due date. No proposal will be opened which is received after the time and date scheduled for the Proposals to be received.

05. PROPOSAL DEPOSIT

A proposal deposit of \$1,000 will be required.

06. CITY’S AGENT

The Director of Purchasing, or delegate, shall represent and act for the City in all matters pertaining to the Request for Proposal and contract in conjunction thereto.

07. INVESTIGATION

It shall be the responsibility of the Proposers to make any and all investigations necessary to become thoroughly informed of what is required and specified in the proposal. No plea of ignorance by the Proposers of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer.

Each Proposer submitting a proposal is responsible for examining the complete Request for Proposal Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Proposer, and no relief will be given for errors or omissions by the Proposer. If awarded the proposal, the Proposer will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer should have fully informed himself, because of his failure to have so informed himself prior to submitting the proposal. The submission of a proposal shall be construed as conclusive evidence that the Proposer has made such examination as is required in this section and that the Proposer is conversant with local facilities and difficulties, the requirements of the Request for Proposal documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its proposal for all contingencies.

08. PROPOSER CAPABILITY

The City reserves the right to require of the Proposer proof of his/her capability to perform as required by the specifications. However, prequalification of the Proposer shall not be required. The City may, at its option, disqualify a Proposer and reject his proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among Proposers.
- Receipt of more than one proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous Proposal.
- Unreasonable failure to complete a previous Proposal within the specified time or for being in arrears on an existing Proposal without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience, equipment, and/or personnel.
- **Any Proposer who owes the city money may be disqualified at the City’s discretion.**

09. AWARD

It is the intent of the City to award the proposal to the lowest responsive responsible proposer meeting specifications. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the specifications; (b) price; (c) qualifications of the proposer, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

If the Proposer modifies limits, restricts or subjects his proposal to conditions that would change the requirements of the proposal, this would be considered a conditional or qualified Proposal and will not be accepted. The City reserves the right to delete any item listed in the proposal.

10. PAYMENT

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, agrees to pay for the completion of the work embraced in this contract, within forty-five (45) days of the receipt of the invoice.

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

The successful Proposer shall submit invoices via e-mail to:

PurchasingDL@aurora-il.org

or Fax to **630-256-3559**

or Mail to the following address:

**City of Aurora
Attn: Purchasing Division
44 E. Downer Place
Aurora, IL 60507**

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is *our preferred method of payment!* An authorization agreement form is included in this proposal package for your use and convenience.

11. PRICES

- a. Unit prices shall be shown for at an hourly flat rate for each piece of equipment including driver/operator.
- b. The price quoted for each item is the full price, including delivery to destination and includes all transportation and handling charges, premiums on bonds, material or service costs and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the duration of the contract.

- c. The City will not pay overtime or holiday rates. There will be no guarantee of minimum hours worked per call out or number of call outs per winter season.
- d. Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Proposal or his authorized representative must initial any alteration in ink.)
- e. The Superintendent of Streets, or his Designee, shall determine scheduled and unscheduled call outs. Payment to contractors will be calculated by time according to the equipment in the field during the operation on an hourly basis, based on the Proposal rate for each piece of equipment in use for the City of Aurora. The City reserves the right to determine the start and end time of any call outs.

12. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax (per Illinois Revised Statutes, Chapter 120, Paragraph 44) upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

13. INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

Proposers shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the proposal documents. Interpretations, corrections and changes will be made by addendum. Each proposer shall ascertain prior to submitting a proposal that all addenda have been received and acknowledged in the proposal.

14. DEFAULT

Time is of the essence of this proposal and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the Proposal by notice effective when received by Proposer, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Proposer responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

15. WARRANTY

Proposer warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Proposer warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation.

16. REGULATORY COMPLIANCE

Proposer represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services.

17. CANCELLATION

The City reserves the right to cancel the whole or any part of the Proposal if the Proposer fails to perform any of the provisions in the Request for Proposal or fails to make delivery within the time stated. The Proposer will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

18. SIGNATURES

Proposals must be signed by the Proposer with his/her usual signature. Proposals by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

When a corporation submits a Proposal, its agent must present legal evidence that he has lawful authority to sign said Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Proposer, such corporation must present evidence before any Proposal is executed that it is authorized to do business in the State of Illinois. Proposers by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Proposal forms shall be initialed by the person signing the Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Proposer shall be furnished.

19. ELIGIBILITY

By signing this proposal, the Proposer hereby certifies that they are not barred from bidding on this RFP as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

20. DATA

Complete and detailed brochures and equipment, materials, goods, supplies and/or services to be furnished must be included with each Proposal.

21. COMPLIANCE WITH LAWS AND REGULATIONS

The Proposer shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

This RFP shall be governed by and construed according to the laws of the State of Illinois.

22. BONDS AND INSURANCE

The Proposer awarded the contract will be required to furnish Performance Bond and may be required to furnish a Payment Bond, along with Public Liability Insurance and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

23. PERMITS AND LICENSES

The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

24. PROTECTION AND RESTORATION OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, street and curbs, sidewalk, grass, mailboxes, and utilities on or adjacent to the work site. **Any damage shall be immediately reported to the City of Aurora, 720 N. Broadway, Aurora, IL, 60505, on the day of the occurrence. Within two business days, the Contractor shall be responsible for a written statement to the Superintendent of Streets or Designee.** Any damage shall be repaired at the contractor's expense. Should the damage not be rectified within the agreed time or to the satisfaction of the City, the City of Aurora reserves the right to repair or replace that which was damaged, or assess the Contractor such costs as may be reasonable and related to damage caused by the Contractor. These costs may be deducted from any payment due the Contractor. Failure to report damage may result in termination of the Contract.

25. INSURANCE AND HOLD HARMLESS PROVISION

At the Proposer's expense, the Proposer shall secure and maintain in effect throughout the duration of this Proposal, insurance of the following kinds and limits to cover all locations of the Proposer's operations. The Proposer shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the Proposal, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left". Upon requested, the awardee of this Proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000

- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Proposer shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Proposer agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Proposer or his Subcontractors. The Proposer shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

26. WORKERS COMPENSATION ACT

The Proposer further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Proposer in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Proposer hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the RFP, and any and all liability resulting thereupon; and said Proposer, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Proposer shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

27. MINORITY PARTICIPATION

The City of Aurora encourages minority business firms to submit Proposers and encourages the successful Proposer to utilize minority businesses as sub-contractors for supplies, equipment, services and construction.

28. SUBLETTING OR ASSIGNMENT OF WORK

If the Proposer sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the Superintendent of Streets, or his Designee, shall be with the Proposer; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the Superintendent of Streets, or his Designee, or shall furnish any unsatisfactory work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the Superintendent of Streets, or his Designee, the Proposer shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Proposer or by such other party or parties as are approved by the Superintendent of Streets or his Designee, in the manner and subject to all of the requirements specified in the contract.

29. PROSECUTION OF WORK

Contractors shall respond by phone to call from the Superintendent of Streets, or his designee, within ten (10) minutes after being called. If directed, the contractor shall respond to the job location within forty-five (45) minutes. The work shall be conducted in such a manner and with sufficient materials and equipment as is considered necessary to insure its completion.

This work will be accomplished on City streets within the following specifications:

- All snow to be plowed from the center line to the curb, or edge of the road.
- All corners to be pushed back unless directed otherwise.

The Contractors shall provide Snow and Ice Control Services on Public Streets within a forty-five (45) minute response time to the job location. The starting time begins when the Contractor arrives on the actual job location.

30. MEDICAL AND EMERGENCY SERVICES

Contractor agrees to provide to all persons employed in the performance of the contract all necessary first aid, medical, surgical and hospital services as required by the laws of the State of Illinois from time to time in force.

31. TIME

Proposer shall schedule its Work to meet the requirement of the City. Proposer shall perform the Work expeditiously in cooperation with the City's agents, employees, Proposers and subcontractors. Proposer shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, Proposer or subcontractors.

32. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to Mrs. Esther Phillips, Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 8:00 am, May 17, 2016. 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 pm, Thursday, May 19, 2016. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the May 17, 2016 8:00 am cut-off date/time.** It is the proposer's responsibility to check the website before submitting their proposal.

It is the responsibility of the interested proposer to check our website and assure they have received addendum, if any issued, and acknowledge such receipt where indicated.

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-28
SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS

PROPOSAL SPECIFICATIONS

Section 1. Project Introduction and Purpose

Proposers are required to read and understand all information contained within the entire Request for Proposal package. By responding to this RFP, the Proposer agrees to have read and understand these documents. The City reserves the right to award the proposals individually or cumulatively to qualified and responsible Proposers.

Purpose: The City of Aurora, hereinafter (“City”), located in Kane, Dupage, Kendall and Will Counties, Illinois, is seeking proposals for the provision of professional services for Snow and Ice Control Services on Public Streets that the City of Aurora maintains, when directed by the Superintendent of Streets, or his Designee, as needed, to establish a list of eligible contractors.

The contract shall be for the period of two years. Upon mutual agreement, the City may grant two additional one year extensions of this agreement for a total of four years.

Any firm (hereinafter “Contractor”) desiring to furnish a quotation for such services shall submit proposals following the instructions and format of the attached Request for Proposal (RFP) documents.

Section 2. Minimum Qualifications

The following are minimum requirements that the vendor must meet in order to be eligible to submit a proposal. Responses must clearly show compliance with these minimum qualifications. The City will reject without further consideration those applications that are not clearly responsive to these minimum qualifications. Each specification included in this package describes the services which the City feels is necessary to meet the performance requirements of the City, and shall be considered the minimum standards expected of the Contractor. The specification is not intended to exclude potential Contractors.

Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications.

All alternatives shall be separately listed and a justification shall be stated for such alternatives.

If the Contractor is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations.

If a Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume that the Contractor shall fully comply with those specifications. The City shall be the sole and final judge of compliance with the specifications.

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any such alternatives and deviations

prior to reaching a decision on the awarding of a contract. The City shall unequivocally be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality or service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

The RFP documents clearly identify certain issues where the City has left specification language open, or where the City will consider alternatives. In these areas the City is instead soliciting proposals for further consideration, and may include specification language in some form in this contract. However, the City reserves the right to determine which specification language will be included.

General Requirements

Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the proposer to a Proposal. Name of person signing should be typed or printed below the signature.

The awarded proposer shall be issued a purchase order. All properly authorized purchases and services of the City shall be evidenced by the issuance of the same. Please be advised that any invoice received by the City not referencing a purchase order number may not be accepted as a valid City obligation.

Illinois Non-Appropriation Clause:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

Termination for Clause:

This Proposal may be terminated by the City at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Proposal is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement.

Upon such termination, the liabilities of the parties to this RFP shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this RFP is terminated due to the City's substantial failure to perform, the Proposer shall be paid for labor and expenses incurred to date, subject to offset of any damages, losses or claims against the City resulting from or relating to Proposer's performance or failure to perform under this agreement.

In the event of termination by the City upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Proposer for services rendered through such phase shall constitute total payment for services. In the event of such termination by the City during any phase of the Basic Services, the Proposer will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

Response Instructions

Proposer must submit an original proposal response, marked as "original" and two (2) complete paper copies, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

**City of Aurora
City Clerk's Office
44 E Downer Place
Aurora, Illinois 60507**

The City shall not be responsible for late delivery of your Proposal by a third party courier. There will be no exceptions!

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to Mrs. Esther Phillips, Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 8:00 am, May 17, 2016. 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 pm, Thursday, May 19, 2016. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the May 17, 2016 8:00 am cut-off date/time.** It is the proposer's responsibility to check the website before submitting their proposal.

It is the responsibility of the interested proposer to check our website and assure they have received addendum, if any issued, and acknowledge such receipt where indicated.

PROPOSALS MAY NOT BE SUBMITTED ELECTRONICALLY.

Format for Submissions

A properly-prepared proposal shall consist of all price quotation sheets, accompanying schedules containing the required information as listed in the checklist, and a narrative presentation (the length of which shall be at the Contractor's discretion), accompanied by a signed cover letter of submittal on the Contractor's letterhead. The signed cover letter accompanying the proposal must be from an officer or employee having the authority to bind the Contractor by signature. The narrative may comment on any specification or part of the RFP documents. Failure to submit all of the required information may result in the disqualification of the Contractor from consideration.

All blanks on the price quotation sheets and schedules must be correctly filled-in, using ink or entered in typed form. Any erasers or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If the Contractor is unable to provide a quotation on a given commodity or service alternative, each relevant blank on the price quotation sheets must have the words "No quotation" entered thereupon, and/or the "No" column marked.

All commentary in the narrative where the Contractor addresses specifications, should refer to the Section and Subsection letter and number where appropriate, and should be discussed sequentially insofar as is possible.

Examination of Service Area

Contractors shall completely inform themselves of all the conditions under which service is to be performed, and all other relevant matters pertaining to the service required to be provided under the enclosed specification, including, but not limited to, all other factors which would affect execution and completion of the work covered by this proposal.

Proposal Content

Proposals shall be prepared on standard 8.5" x 11" letter-sized paper. All responses shall be typed legibly and shall be double-spaced or one and one-half spaced. Contractors should use supplemental sheets as necessary to supply information.

No proposals or materials will be returned to any potential Contractor.

The Contractor shall furnish the following information which shall become a portion of the proposal evaluation:

- a. A list of areas or municipalities in the State of Illinois for which the Contractor furnishes or has furnished snow and ice control services on public streets for a period of at least one year within the last three years. Use form located on Appendix E. The city reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.
- b. Cost per hour for vehicles/equipment used. Use the form located on Appendix F.
- c. List of Sub-Contractors, if any, used for completion of this project. Use the form located on Appendix C.
- d. A qualification statement. Use the form located on Appendix D.

Section 3. Scope of Work

The Contractor's shall provide Supplemental Snow Removal Services as deemed necessary by the City of Aurora Superintendent of Streets or his Designee. Work will include Snow and Ice Control Services on Public Streets, due to winter weather, from streets that the City of Aurora maintains, on assigned routes, to make all streets safe and accessible for vehicles properly equipped for winter driving conditions during and after a storm, or from any other city owned or maintained properties as needed.

This work will be accomplished within the following specifications:

- All snow to be plowed from the center line to the curb, or edge of the road.
- All corners to be pushed back unless directed otherwise.

The Contractors shall provide snow and ice control services on public streets within a forty-five (45) minute response time to the job location. The starting time begins when the Contractor arrives on the actual job location.

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, street and curbs, sidewalk, grass, mailboxes, and utilities on or adjacent to the work site. Any damage shall be immediately reported to the City of Aurora, 720 N. Broadway, Aurora, IL, 60505, **on the day of the occurrence. Within two business days, the Contractor shall be responsible for a written statement to the Superintendent of Streets or Designee.** Any damage shall be repaired at the contractor's expense. Should the damage not be rectified within the agreed time or to the satisfaction of the City, the City of Aurora reserves the right to repair or replace that which was damaged, or assess the Contractor such costs as may be reasonable and related to damage caused by the Contractor. These costs may be deducted from any payment due the Contractor. Failure to report damage may result in termination of the Contract.

The Contractor shall provide at least two (2), 24-hour telephone number(s) or pager(s), with a 10-minute response answer, to which the Superintendent of Streets or his designee, shall have access.

All Contractors selected and designated to provide Snow and Ice Control Services on Public Streets shall be listed on a roster to be kept by the Superintendent of Streets.

The Contract shall be for the period of two (2) years. The City, upon mutual agreement with the Contractor, may grant two additional one year extensions for up to four (4) total years.

Equipment

The Contractor in the course of performing Snow and Ice Control Services shall furnish trucks that are 5 yard single axle dump trucks, with 6 yard capacity salt spreaders and 11 foot reversible plows, or tandem axle 12 yard dump trucks with 8 yard V-box salt spreaders and 11 foot reversible plows, or equipment as approved by the Superintendent of Streets or his designee, and maintain their own equipment.

Contractor will be required to allow a GPS unit, supplied and paid for by the City of Aurora, installed in the contractors assigned route vehicle.

Contractor will be required to attach/display on trucks temporary signage provided by the City of Aurora.

Contractor shall not be absent from assigned snow route during snow/ice event for 1 hour or more without providing like replacement vehicle/equipment.

Personnel

The Contractor shall employ competent drivers/operators. Only workers expert in their respective branches of work shall be employed where special skills are required.

The Contractor shall provide qualified supervision of each crew at all times while working under this Contract.

The Contractor shall have direct communication at all times with the driver/operator and City supervisory staff during a snow/ice control event.

General Provisions

It is agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right, and the City reserves the right to grant to others the privilege and right to conduct Snow and Ice Control Services on Public Streets as needed.

The Contractor assures the City that an affirmative action program has been implemented as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the ground of race, creed, color, national origin or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures the City that no person shall be excluded base upon the foregoing grounds, from participating in or receiving the services or benefits of any program or activity covered by the foregoing Subpart. The Contractor assures the City that they will require that any of their sub organizations will provide assurance to the Contractor that they too, will undertake affirmative action programs and that they will require assurance from any of their sub organizations, as required by 14 CFR Part 152, Subpart E

Section 4. Award of Contract

Upon the concurrence of the City, responsible Contractors whose proposal will be on an overall basis most advantageous to the City will be added to a list of eligible contractors for the City of Aurora. Price, conformance to specifications, and other performance factors will be considered as elements of a responsible proposal at the sole discretion of the City.

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-28

SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: _____

To order service:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Billing & Invoicing question:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Questions:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Proposer's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-28

SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS

SUB-CONTRACTOR LIST

(Please Type)

Company _____
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____

Company _____
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____

Company _____
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____

Proposer's Name: _____

Signature & Date: _____

**SCHEDULE 1
Contractor Qualification Statement**

The undersigned certifies under oath to the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted by: _____

Name of Firm: _____

Address: _____

Check One: Corporation
 Partnership
 Individual
 Joint Venture
 Other (specify) _____

Telephone: _____
 Fax: _____

Years your organization has been in business? _____

Years the organization has been under its present name? _____

Under what other or former names has your organization operated?

If an individual or partnership, answer the following:

- a. Date of organization: _____
- b. Name and address of all partners (state if general or limited):

If a corporation, answer the following:
 (if a division/subsidiary is submitting a proposal
 items a-f apply to the parent corporation)

- a. Date of incorporation: _____
- b. State of incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Division President or General Mangers' name:
 (if applicable) _____

If other than a corporation or partnership, describe organization
 Listing name and address of principals?

List states and categories in which your organization is
 Legally qualified to do business. List states in which
 Partnership or trade name is filed?

List the experience of the key individuals of your organization who
 will managerially oversee this contract:

List three trade references:

List name(s) of Insurance Company and name and address of agent(s)

List at least two bank references:

Schedule 2
List of Illinois Municipalities Served

(Please Type)
Municipality _____
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____
Date of Project _____

Municipality _____
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____
Date of Project _____

Municipality _____
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____
Date of Project _____

Proposer's Name: _____
Signature & Date: _____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-28

SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS

PROPOSAL FORM

Due Date & Time: 2:00 p.m. CST, Wednesday, May 25, 2016

To: **City of Aurora
City Clerk's Office
44 E Downer Place
Aurora, Illinois 60507**

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: _____

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other RFP documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the proposal solicitation documents. The items in this Request for Proposal, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the RFP.
 - A. The Vendor shall also include with their proposal any necessary literature, samples, etc., as required within the Request for Proposal, Instruction to Proposers and specifications.
 - B. For purposes of this offer, the terms Offeror, Proposer, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All proposal documents have been examined: Instructions to Proposer, Specifications and the following addenda:

No._____, No._____, No._____, (Vendor to acknowledge addenda here.)

Proposer's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-28

SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS

PROPOSAL FORM

The City of Aurora is accepting proposals to establish a list of eligible contractors to perform snow and ice control services on public streets, when directed by the Superintendent of Streets, or his Designee, from streets that the City of Aurora maintains, on assigned routes, or from any other city owned or maintained properties as needed. An agreement has been prepared which illustrates the duties and responsibilities of the City and the Contractor for these services.

The undersigned acknowledges that with submission of a proposal that they have read and understand the terms and conditions of the agreement to be offered. The proposal also acknowledges that they will comply with said provision should they be awarded the contract.

All proposal prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07. No additional charges over base proposal price will be accepted without written approval of the Purchasing Director.

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposal at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the RFP to the lowest responsible proposer 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.

The undersigned agrees to provide Snow and Ice Control Services on Public Streets, representing the City of Aurora, for the period specified in the contract:

SUBMITTED BY

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

PREPARER'S NAME _____
Please Type

AUTHORIZED SIGNATURE _____
Title

EMAIL _____

PHONE #(_____) _____ FAX # (_____) _____ DATE _____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSALS 16-28
SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS

PROPOSAL FORM

“AFFIDAVIT: I (We) hereby certify and affirm that my (our) proposal was prepared independently on this work, that it contains no fees or amounts other than for the legitimate execution of the work as specified, and that it includes no understandings or agreements in restraint of trade.”

(If an Individual)

Signature of Proposer _____ (SEAL)

Business Address _____

(If a Co-partnership)

Firm name _____ (SEAL)

Signed by _____ (SEAL)

Business Address _____

Insert Names
and Addresses
of all Members
of the Firm

(If a Corporation)

Corporate Name _____
Signed by _____, President

Business Address _____

Insert (President) _____

CORPORATE SEAL Names of (Secretary) _____

Officers (Treasurer) _____

ATTEST:

Secretary

(Note: Proposers should not add any conditions or qualifying statements to this proposal for the proposal may be declared irregular as being not responsive to the request for proposal.)

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSALS 16-28

SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS

PROPOSAL FORM

Hourly Rates for Snow and Ice control Services on Public Streets

The City of Aurora vehicle and equipment requirements (Including driver/operator):

2016 / 2017

Vehicle/Equipment	Yr./Make/Model	Qty	Cost per Hour Per Unit
5 Yard Dump Truck with 6 Yard V-Box Spreader and 11 Foot Reversible Plow			
5 Yard Dump Truck with Tailgate Salt Spreader and 11 Foot Reversible Plow			
12 Yard Tandem Axle Dump Truck with 8 Yard V-Box Salt Spreader and 11 Foot Reversible Plow			

Proposer's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSALS 16-28

SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS

PROPOSAL FORM

Hourly Rates for Snow and Ice Control Services on Public Streets

The City of Aurora minimum vehicle and equipment requirements (Including driver/operator):

2017 / 2018

Vehicle/Equipment	Yr./Make/Model	Qty	Cost per Hour Per Unit
5 Yard Dump Truck with 6 Yard V-Box Spreader and 11 Foot Reversible Plow			
5 Yard Dump Truck with Tailgate Salt Spreader and 11 Foot Reversible Plow			
12 Yard Tandem Axle Dump Truck with 8 Yard V-Box Salt Spreader and 11 Foot Reversible Plow			

Proposer's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSALS 16-28

SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS

PROPOSAL FORM

Hourly Rates for Snow and Ice Control Services on Public Streets

The City of Aurora minimum vehicle and equipment requirements (Including driver/operator):

2018 / 2019

Vehicle/Equipment	Yr./Make/Model	Qty	Cost per Hour Per Unit
5 Yard Dump Truck with 6 Yard V-Box Spreader and 11 Foot Reversible Plow			
5 Yard Dump Truck with Tailgate Salt Spreader and 11 Foot Reversible Plow			
12 Yard Tandem Axle Dump Truck with 8 Yard V-Box Salt Spreader and 11 Foot Reversible Plow			

Proposer's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSALS 16-28

SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS

PROPOSAL FORM

Hourly Rates for Snow and Ice Control Services on Public Streets

The City of Aurora minimum vehicle and equipment requirements (Including driver/operator):

2019 / 2020

Vehicle/Equipment	Yr./Make/Model	Qty	Cost per Hour Per Unit
5 Yard Dump Truck with 6 Yard V-Box Spreader and 11 Foot Reversible Plow			
5 Yard Dump Truck with Tailgate Salt Spreader and 11 Foot Reversible Plow			
12 Yard Tandem Axle Dump Truck with 8 Yard V-Box Salt Spreader and 11 Foot Reversible Plow			

Proposer's Name: _____

Signature & Date: _____

**CITY OF AURORA AGREEMENT
SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS
REQUEST FOR PROPOSAL 16-28**

THIS AGREEMENT, entered on this _____ day of _____, 2016 (“Effective Date”), for the Snow and Ice Control Services on Public Streets for the City of Aurora (“Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and _____ (“Proposer”), located at _____.

WHEREAS, the City issued an Request for Proposal (“RFP”) for the Snow and Ice Control Services on Public Streets for the City of Aurora, IL; and

WHEREAS, the Proposer submitted a Proposal in response to the RFP and represents that it is ready, willing and able to perform the Services specified in the RFP and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, on _____, the City’s awarded a contract to Proposer.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. **Agreement Documents.** The Agreement shall be deemed to include this document, Proposer’s response to the RFP, to the extent it is consistent with the terms of the RFP, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Request for Proposal 16-28

In connection with the RFP and this Agreement, Proposer acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Proposer represents that such material and information furnished in connection with the RFP and this Agreement is truthful and correct. Proposer shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. **Scope of Services.** Proposer shall perform the Services listed in the Instructions to Proposers and Proposal Specifications, attached hereto as Exhibit 1.

3. **Term.** The contract is for a period of two years beginning _____, 2016, with additional two 1-year extensions, subject to mutual consent between the City of Aurora and the Proposer.

4. Compensation.

a. Maximum Price. In accordance with the RFP, the maximum price for providing the Services shall be in accordance with the Proposal Form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement. Price shall remain firm for the entire contract period.

b. Schedule of Payment. The City shall pay the Proposer for the Services in accordance with the amounts set forth in Exhibit 2. The Proposer shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within forty-five (45) days after approval of the invoice.

5. Performance of Services.

Standard of Performance. Proposer shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Proposer shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Proposer shall ensure that Proposer and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Proposer shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Proposer or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Proposer from the responsibilities set forth herein.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Proposer with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Proposer only for services performed up to the date of termination. After the termination date, Proposer has no further contractual claim against the City based upon this Agreement and any payment so made to the Proposer upon termination shall be in full satisfaction for Services rendered. Proposer shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Proposer acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By: _____

ATTEST:

City Clerk

FOR _____

By _____

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME _____

(SEAL)

By _____
President – Contractor

ATTEST:

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual) _____(SEAL)

Contractor (SEAL)

**CITY OF AURORA
SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS
REQUEST FOR PROPOSAL 16-28**

EXHIBIT 1

(REQUEST FOR PROPSAL 16-28)

**CITY OF AURORA
SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS
REQUEST FOR PROPOSAL 16-28**

EXHIBIT 2

(PROPOSAL FORMS 16-28)

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 16-28

SNOW AND ICE CONTROL SERVICES ON PUBLIC STREETS

SUBMITTAL CHECKLIST

Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: “16-28 Snow and Ice Control Services on Public Streets.” In order to be considered responsive, the Proposer must submit all of the following items in their sealed envelope:

- _____ Proposal Form (Appendix F)
- _____ \$1,000 Deposit (Cashier’s Check or Bond)
- _____ Schedule 1 – Contractor Qualification Statement (Appendix D)
- _____ Schedule 2 – List of Municipalities Serviced (Appendix E)
- _____ Proposer’s Certification (Page 1)
- _____ Proposer’s Tax Certification (Page 2)
- _____ Contact Information (Appendix B)
- _____ Sub-Contractor List (Appendix C)
- _____ Proof of Insurance
- _____ Signed Agreement (Appendix G)
- _____ Vendor Application (Appendix I)

APPENDIX I

VENDOR APPLICATION PACKET



CITY OF LIGHTS

THOMAS J. WEISNER
Mayor

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 nonconstruction 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

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 "Tom Weisner", is written over a horizontal line.

Thomas J. Weisner



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)		If Incorporated, indicate in which State	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation			
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.		INSURANCE INFORMATION (Check Applicable)	
FEIN _____		LIABILITY INSURANCE: \$1,000,000 \$2,000,000 \$5,000,000 Other	
or		Minimum acceptable limits are \$1M per occurrence, \$2M general aggregate (some projects/bids may also require higher limits and/or excess liability coverage).	
S.S. No. _____		It is required that the City of Aurora be named as a primary, non-contributory additional insured.	
Completed W-9 Form required		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.

- _____
- _____
- _____
- _____
- _____

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 LIGHTS

THOMAS J. WEISNER
Mayor

Purchasing Division | Finance Department

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 a purchase order. 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** during non-business hours (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:***

Purchasing Division	630-256-3550
Esther Phillips	630-688-0245
Jolene Coulter	708-846-8811

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, Purchasing Division
44 East Downer Place
Aurora, Illinois 60507
Fax: 630-256-3559
Email: PurchasingDL@aurora-il.org

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 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:

A voided check or bank paperwork showing the bank name, routing number, account name and account number into which the funds are to be deposited **is required**. Deposit slips are not acceptable.

Email for remittance notification: _____

City of Aurora Account No. with your institution (if applicable): _____

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:	Agreed to:
_____	City of Aurora
(Seller – Company Name)	(Purchaser)
By _____	By <i>Esther L. Phillips</i>
(Signature)	(Signature)
_____	Esther L. Phillips
(Print Name)	(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 ensure you attach a voided check or bank paperwork showing the bank name, routing number, account name and account number into which the funds are to be deposited. Deposit slips are not acceptable.

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.