



Invitation to Bid 16-44

CHEMICALS FOR THE CITY OF AURORA WATER TREATMENT PLANT

BID PROPOSALS DUE

**Wednesday, October 19, 2016
at 2:00 p.m.**

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

CITY OF AURORA, ILLINOIS
INVITATION TO BID 16-44

**CHEMICALS FOR THE CITY OF AURORA
WATER TREATMENT PLANT**

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CITY OF LIGHTS

THOMAS J. WEISNER
Mayor

Joan M. Schouten
Director of Purchasing

CITY OF AURORA, ILLINOIS
INVITATION TO BID 16-44
**CHEMICALS FOR THE CITY OF AURORA
WATER TREATMENT PLANT**

The City of Aurora invites you to bid on the anticipated purchase of the following for use at the Water Treatment Plant Facility:

TOTAL FOR TWO YEARS

- | | | | |
|----|---------------------------|---|----------------|
| 1. | Anhydrous Ammonia | - | 80,000 Lbs. |
| 2. | Liquid Ferric Chloride | - | 2,200,000 Lbs. |
| 3. | Carbon Dioxide | - | 2,800,000 Lbs. |
| 4. | Sodium Hypochlorite | - | 560,000 Gals. |
| 5. | Calcium Oxide (Quicklime) | - | 10,800 Tons |

Sealed bids will be received at the Office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507 until 2:00 P.M., Wednesday, October 19, 2016 to determine proposals for the anticipated purchase of the above named items.

Attached please find specifications and other pertinent documents necessary for you to respond to this bid invitation.

Year 1 of the contract period will be from January 1, 2017 through December 31, 2017. Year 2 of the contract period will be from January 1, 2018 through December 31, 2018.

It is recognized that for certain process chemicals sought, performance may vary depending on the specific product supplied. Therefore, vendors who can supply more than one specific product meeting a given specification are encouraged to bid each such product.

DO NOT send or deliver bid proposals to the Purchasing Division office.

All proposals are to be submitted on the bid proposal form provided entitled: "Bid Proposal Form 16-44 Chemicals for the City of Aurora Water Treatment Plant."

Each proposal must be placed in an envelope, sealed, and clearly marked on the outside "Bid 16-44 for Chemicals for the City of Aurora Water Treatment Plant".

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

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

The bidder awarded the contract will be required to furnish a Performance Bond in the amount of one hundred percent (100%) of the full contract price, a Payment Bond, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to Ms. Joan Schouten, Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until **5:00 pm, Tuesday, October 11, 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, October 13, 2016. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the October 11, 2016 5:00 pm cut-off date/time.** It is the bidder's responsibility to check the website before submitting their bid.

The City of Aurora reserves the right to reject any or all Bids, or parts thereof, and to waive any technicality, informality or irregularity in the Bids received, and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the best Bids for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Bid to the lowest responsible Bidder 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

Joan M. Schouten
Director of Purchasing

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid 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 other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 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 Bidder is not barred from bidding on the Project, or entering into this contract 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)

BIDDER’S TAX CERTIFICATION

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

Bidder deposes, states and certifies that Bidder is not barred from contracting 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 Bidder 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 Bidder’s Executing Officer)

(Print name of Bidder’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
INVITATION TO BID 16-44
**CHEMICALS FOR THE CITY OF AURORA
WATER TREATMENT PLANT**

INSTRUCTIONS TO BIDDERS

01. REQUIREMENTS OF BIDDER

The successful Bidder 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 Bid Package; (b) execute a 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 insurance acceptable to the City covering public liability, property damage and workers compensation.

02. ACCEPTANCE OF BIDS

- a. **Bidder must submit two (2) complete, sealed, signed and attested copies of the bid, one (1) of which shall be a complete bound copy and one (1) of which shall be complete, identical, unbound copy of the bid, 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. Both copies shall be the forms with the original signatures.**
- b. The City reserves the right to reject any and all Bids or parts thereof and to waive any technicalities and irregularities in the bidding and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the Bid proposals for ninety (90) days from the opening date set forth above. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid 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 Bid at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid.
- c. Although price is a major consideration, product quality, references, service, delivery time and past experience, if applicable, will also be considered. No Bid will be considered unless the Bidder shall furnish evidence satisfactory to the City that he has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to him. Bid documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract.

The contract will be awarded to the lowest responsible Bidder. In determining the responsibility of any Bidder, the City may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Bidder, 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.

INSTRUCTIONS TO BIDDERS

The Bid 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 Bidder to perform the Work. The Bidder shall furnish any information and data requested by the City for this purpose.

03. RECEIPT OF BIDS

- a. It is suggested that respondents allow a minimum of four (4) days for delivery through U.S. mail, or Bids may be delivered to the Office of the City Clerk in person. Overnight courier is acceptable provided timely receipt of Bids. The Bidder assumes responsibility for late delivery of the mail. It is the sole responsibility of the Bidder to see that his Bid is received in the proper time.
- b. Any Bid received by the Office of the City Clerk after **2:00 p.m. on Wednesday, October 19, 2016** shall be rejected.
- c. All Bids must be submitted upon the blank forms attached herein with all blank spaces filled in and any alterations or erasures explained. Bids that contain any omissions, erasures, or alterations, or that contain any additions or omissions of items not called for in the Bid Package, or that contains irregularities of any kind, may be rejected as informal. Bids shall be in strict conformity with the Bid Package and any applicable Addenda. Only Bids which are made out upon the Bid Form will be considered. Partial or incomplete Bids will not be considered.

04. WITHDRAWAL OF BIDS

Bidders may not withdraw their Bid after the Bid opening without the approval of the Purchasing Director. Requests to withdraw a Bid must be in writing and properly signed. Bidders may, however, without prejudice, modify or withdraw its Bid by written request, provided that the request is received by the City Clerk prior to the scheduled Bid opening and at the address to which Bids were to be submitted. Following withdrawal or modification of its Bid, Bidder may submit a new Bid, provided it is received by the City Clerk prior to the bid due date. No Bid will be opened which is received after the time and date scheduled for the Bids to be received.

05. BID DEPOSIT

No Bid Deposit Required.

06. BOND AND INSURANCE

The Bidder awarded the contract will be required to furnish a Performance Bond in the amount of one hundred percent (100%) of the full contract price, a Payment Bond, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

07. CITY'S AGENT

The Purchasing Director, or his delegate, shall represent and act for the City in all matters pertaining to the Bid proposal and contract in conjunction thereto.

INSTRUCTIONS TO BIDDERS

08. INVESTIGATION

It shall be the responsibility of the Bidders to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Bid. No plea of ignorance by the Bidders of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder 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 Bidder.

Each Bidder submitting a Bid is responsible for examining the complete Bid 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 Bidder, and no relief will be given for errors or omissions by the Bidder. If awarded the contract, the Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder should have fully informed himself, because of his failure to have so informed himself prior to the bidding. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination as is required in this section and that the Bidder is conversant with local facilities and difficulties, the requirements of the Bid Package documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its Bid for all contingencies. Before any award is made of the contract to the Bidder, the Bidder may be required to, upon request of the City, furnish information concerning his performance record in his capacity to complete the Work in an efficient and timely manner.

09. BIDDER CAPABILITY

Only bids from established contractors for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

The City may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

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

10. ALTERNATE BIDS

The specifications are prepared to describe the goods and/or service which the City deemed to be in the best interest to meet its performance requirements. Bidders desiring to submit a Bid on items which deviate from the stated specifications, but which they believe to be equal, may do so, but all specification deviations must be clearly stated on the form provided in the Bid proposal package. The Purchasing Director reserves the right to rule upon specification deviation in a

INSTRUCTIONS TO BIDDERS

manner as best befits the needs of the City. If a Bidder wishes to submit more than one Bid, each Bid, after the first, is to be considered an **alternate**. **THESE BIDS MUST BE PLACED IN SEPARATE ENVELOPES. THE ENVELOPE AND THE BID PROPOSAL PAGE MUST BE PLAINLY MARKED “ALTERNATE BID”**. The Purchasing Director will reject all deviations that amount to a material nonconformity with the specifications of the Bid.

11. BID AWARD

Except as otherwise may be stated in the Specifications, Bid award shall be made to the lowest responsible Bidder meeting the requirements and/or intent of the specifications at the net delivered price(s) shown and best responding to the needs of the City, in the City’s sole discretion. However, if the Bidder modifies limits, restricts or subjects his Bid proposal to conditions that would change the requirements of the specifications, this would be considered a conditional or qualified Bid proposal and will not be accepted. The City reserves the right to delete any Bid item listed in the Bid Package.

12. PRICES

- a. Unit prices shall be shown for each unit on which there is a Bid, and shall include all packing, crating, freight and shipping charges to destination unless otherwise stated in the Bid proposal.
- b. 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 Bid or his authorized representative must initial any alteration in ink.)

13. DISCOUNTS

Cash discounts for payment thirty (30) days or more may be considered in awarding the Bid. Discounts of less than thirty (30) days will not be considered in the Bid evaluation. Where the net Bid is equal to a Bid with the cash discount deducted, the award shall be made to the net Bid. Discounts will be figured from the date of receipt of a proper invoice.

14. 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 upon City works and purchases. The City of Aurora’s Sales Tax Exemption Number is E9996-0842-07.

15. PAYMENTS

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, 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.

INSTRUCTIONS TO BIDDERS

The successful Bidder **must** submit invoices via e-mail to:

PurchasingDL@aurora-il.org

or Mail to the following address:

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

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

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 bid proposal package for your use and convenience.

16. **DEFAULT**

In case of default by successful Bidder, the City will procure articles or service from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

17. **CANCELLATION**

The City reserves the right to cancel the whole or any part of the contract if the Bidder fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Bidder 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**

Each Bid must be signed by the Bidder with his/her usual signature. Bids 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. Bids 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 Bid, its agent must present legal evidence that he has lawful authority to sign said Bid 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 Bidder, such corporation must present evidence before any contract is executed that it is authorized to do business in the State of Illinois. Bids 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. Bids 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 Bid forms shall be initialed by the person signing the Bid. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

INSTRUCTIONS TO BIDDERS

19. SPECIAL CONDITIONS

Wherever special conditions are written into the Special Conditions and Specifications which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in Special Conditions and Specifications shall take precedence.

20. PERMITS AND LICENSES

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

21. PATENTS

To the extent the City uses the Work in accordance with the Bidder's written instructions, the successful Bidder agrees to indemnify, protect, defend, and save the City of Aurora and its officers and employees, harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction, presentation or form a part of the Work covered by the contract.

22. SAMPLES

Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, they will be returned at the Bidder's request and expense. Samples which are not requested for return within thirty (30) days will become the property of the City.

23. DEMONSTRATIONS

Bidders are required, if requested to do so, to effect a demonstration of the item(s) being Bid if the City feels it has insufficient knowledge of the item's operations or performance capability. Such demonstration must be at a site which is most convenient and agreeable to the effected City personnel.

24. REFERENCES

Sufficient references of all like public and/or private agencies must be presented on a separate sheet and attached to this Bid. Listing must include company name, contact person, telephone number and date purchased. All Bidders, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Bidder and all employees who will work on the project may be made. Bidders agree to cooperate with the appropriate City of Aurora personnel to supply all information necessary to complete these investigations. The City of Aurora in its complete discretion may disqualify any Bidder, including low Bidder, and may void any contract previously entered into based on its background investigation.

25. DATA

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

INSTRUCTIONS TO BIDDERS

26. COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder 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.

27. PATENTED DEVICES, MATERIALS, AND PROCESSES

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the Work. It is the intent that whenever the Bidder is required or desires to use any design, device, material, or process covered by letters or patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. To the extent the City uses the Work in accordance with the Bidder's written instructions, the Bidder in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the Work.

28. INSURANCE AND HOLD HARMLESS PROVISION

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Bidder's operations. The Bidder shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, 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, notice will be delivered in accordance with the policy provisions".

If 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

INSTRUCTIONS TO BIDDERS

- (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 Bidder 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 Bidder 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 Bidder or his Subcontractors. The Bidder 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.

29. WORKERS COMPENSATION ACT

The Bidder 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 Bidder 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 Bidder 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 contract, and any and all liability resulting thereupon, except to the extent caused by the City as adjudicated by a court of law or agreed upon by the parties; and said Bidder, 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 Bidder 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.

30. SUBLETTING OR ASSIGNMENT OF WORK

If the Bidder 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 City shall be with the Bidder; 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

INSTRUCTIONS TO BIDDERS

under the contract shall have been sublet, shall disregard the directions of the City or his duly authorized representatives, 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 City, the Bidder 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 Bidder or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

31. MINORITY PARTICIPATION

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

32. PROSECUTION OF WORK

The Bidder shall begin the Work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the contract.

33. GUARANTEES AND WARRANTIES

All guarantees and warranties required shall be furnished by the bidder if awarded the Contract and shall be delivered to the Purchasing Division before final payment on the Contract is issued. Information describing such guarantees and warranties shall be included as part of the bid. The bidder shall also specify any guarantees or warranties which are available for purchase by the City and shall transfer the same in writing upon completion of the work, along with a Bill of Sale as may be appropriate.

34. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to Ms. Joan Schouten, Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until **5:00 pm, Tuesday, October 11, 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, October 13, 2016. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the October 11, 2016 5:00 pm cut-off date/time.**

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

**CITY OF AURORA
INVITATION TO BID
16-44
CHEMICALS FOR THE CITY OF AURORA
WATER TREATMENT PLANT**

**SUPPLEMENT I
INSTRUCTIONS TO BIDDERS**

1. Bid Proposals and accompanying documents must be typewritten or printed in black type or ink except for signature line(s), for which only black ballpoint ink or regular pen ink may be used.
2. All erasures and/or corrections must be initialed by the individual authorized to sign Bid Proposal.
3. The City reserves the right to question and/or adjust for clarification only mathematical figures and/or computations. Respondent shall so agree in writing to any mathematical error found and clarified.
4. Bids may be delivered to the Office of the City Clerk in person or by U.S. Mail, overnight courier service, or other similar means.
5. **Any bid proposal received after 2:00 P.M. Wednesday, October 19, 2016, shall be rejected.**
6. Any deviations, notations, additions, or deletions, other than noted on specification sheets, must be noted on separate letterhead numbered in order as they appear on face of specification sheets and submitted by the question due date/time of **5:00 pm, October 11, 2016** to be considered.
7. The City reserves the right to call for separate consultation with either or both of the two lowest bidders for clarification or additional information regarding any or all of the Bids made.
8. Minimum of three (3) references of other or like private or public agencies that have ordered and received a comparable item from the Bidder during the past three (3) years must be supplied on a separate sheet.
9. All bids must be submitted in a sealed envelope marked with the appropriate generic name or terminology of the item(s) present in bid, along with the date of the bid opening.
10. Respondents shall submit complete descriptive brochures, technical data, and detailed specifications of all chemicals as represented in the bid proposal submitted.

**CITY OF AURORA
INVITATION TO BID
16-44
CHEMICALS FOR THE CITY OF AURORA
WATER TREATMENT PLANT**

GENERAL CONDITIONS

1. Bidders may submit prices for any, all, or combination of the chemicals listed on the bid form. The City reserves the right to purchase chemicals from the low bidder for each item. It is the City's intent to obtain bids for each chemical for each year of a 2-year period. Year 1 will be the period of January 1, 2017 through December 31, 2017. Year 2 will be the period of January 1, 2018 through December 31, 2018.
2. Unless stated otherwise, the quantity specified to be provided is an estimate only. The actual requirements may vary widely with actual demand based on changes in raw water quality, finished water demand, and process chemical selection. The materials will be ordered on an as needed basis as directed by the Superintendent of Water Production or his designate.
3. The successful bidder shall provide an affidavit of compliance with any referenced AWWA and NSF standard. In any event, all chemicals shall meet or exceed the purity requirements as stated in the National Research Council Water Chemical Codes.
4. AWWA standards referenced shall in all cases be the most current edition of those specifications.
5. Time and rate of shipment of each order are considered essential elements of this contract. Should the successful bidder fail to deliver the quantity ordered within the time specified, the City shall have the right to purchase a similar quantity from other sources.
6. Successful bidders will be required to provide up-to-date product literature and Material Safety Data Sheets (MSDS) for each chemical supplied. This literature must be provided with the bid document.
7. Deliveries **must not be made** on weekends or holidays unless approved by the Superintendent of Water Production or his designee. Acceptable delivery times are listed under Special Conditions for each specific chemical.
8. Where chemicals are delivered on pallets, pallet weight must not exceed 2,000 pounds.
9. Deliveries with stacked pallet loads will not be accepted.
10. Unless otherwise stated in the special conditions, chemicals are to be delivered by truck with maximum trailer height of 13'0" and tailgate height a minimum of 3'6" and a maximum of 4'6".
11. Unless otherwise stated in the special conditions, deliveries under this contract shall be made to either the City of Aurora Water Treatment Plant, 1111 Aurora Avenue, Aurora, Illinois or to the City of Aurora River Intake Pumping Station at 1110 Aurora Avenue, Aurora, Illinois in accordance with the instructions of the Superintendent of Water Production or his designate.

GENERAL CONDITIONS (cont.)

12. All chemical supplies shall be free from wood, metal, paper, plastic, or other materials that may impair the proper operation of feed equipment. The supplier shall be liable for any damage caused to chemical feed equipment by such material.
13. Suppliers shall be liable for cleanup and/or repairs of any plant facility required by spillage or other damage during chemical delivery caused by negligence or faulty equipment of company making delivery.
14. **Prices shall remain firm for the entire contract period.**
15. Bids must state deposits required for containers or pallets when applicable. Where deposits are paid for returnable containers or pallets, the deposits will be deducted from the last invoice in the contract period if the contract is not renewed.
16. Prices are to be quoted FOB Aurora, Illinois. Bids not quoted FOB Aurora, Illinois are subject to rejection.
17. Responsive bids will be evaluated on the basis of cost per pound of active chemical or gallons of solution as listed on the "Bid Proposal Form".
18. If the supplier is unable to deliver the requested order quantity of any chemical throughout the length of the contract, the Superintendent of Water Production shall be notified as soon as possible by e-mail and phone.
19. A photo identification of the delivery driver shall be faxed to the City of Aurora Water Treatment Plant prior to the delivery for identification purposes.

**CHEMICALS FOR THE CITY OF AURORA
WATER TREATMENT PLANT**

SPECIAL CONDITIONS

ANHYDROUS AMMONIA

Material

The Anhydrous Ammonia supplied must meet ANSI/AWWA Standard B305-15 and shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects. Documentation of such must be submitted with the bid. The product supplied shall meet the following requirements:

NH ₃ Content	99.9965% minimum
H ₂ O Content	33 ppm maximum
Oil Content	2 ppm maximum

Delivery

Anhydrous ammonia shall be delivered to the City of Aurora Water Treatment Plant, 1111 Aurora Avenue, Aurora, Illinois 60505. Delivery shall be in accordance with all federal, state and local requirements. The Contractor shall fill the City of Aurora 1,000-gallon anhydrous ammonia vessel located on the Water Treatment Plant site.

Deliveries shall be made Monday through Friday, excluding City holidays, between the hours of 7:30 A.M. and 3:30 P.M. local time. Deliveries outside the specified hours or on weekends/holidays will be allowed with special permission from the Superintendent of Water Production.

Deliveries will be approximately 4,000 pounds. Chemical will be ordered on an as needed basis. Delivery of the anhydrous ammonia shall be made within five (5) working days after order placement.

The supplier must be able or subcontract to an Owner approved company, to service and maintain the anhydrous ammonia storage pressure vessel and perform an annual inspection of vessel and all related equipment. Scheduling to be coordinated with the Owner. **The cost of the annual inspection is to be incidental to the bid price.**

**CHEMICALS FOR THE CITY OF AURORA
WATER TREATMENT PLANT**

SPECIAL CONDITIONS

LIQUID FERRIC CHLORIDE

Material

The Liquid Ferric Chloride supplied must meet ANSI/AWWA Standard B407-12 and shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects. Documentation of such must be submitted with the bid.

The material shall be a minimum of 38% FeCl₃ by weight. The material shall conform to all other chemical requirements stated in the above ANSI/AWWA Standard.

The supplier shall furnish a table showing the percentage of ferric chloride for different specific-gravity readings.

Delivery

Delivery shall be to the City of Aurora Water Treatment Plant, 1111 Aurora Avenue, Aurora, Illinois. The chemical shall be transported and delivered in accordance with all federal, state and local requirements. The chemical shall be unloaded into the City storage vessels located inside the water plant. A three inch diameter fill pipe for the tanks includes a capped quick disconnect on the outside wall of the treatment plant adjacent to the access road and dock to facilitate delivery. The full level of the storage tanks is approximately 14 feet higher than the pavement in the unloading area. The delivery truck shall be equipped with a pump, pneumatic equipment or other means acceptable to the City to allow for complete filling of the storage tanks. The delivery truck shall be provided with a discharge hose, nozzle and adapters to connect to the fill pipe.

Deliveries shall be made Monday through Friday, excluding City holidays, between the hours of 7:30 A.M. and 3:30 P.M. local time.

Deliveries will be ordered on an as needed basis with each delivery consisting of approximately 4,000 gallons. Deliveries must be made within five (5) working days after order placement.

A certificate of analysis must be provided with each delivery.

Manufacturer must provide two (2) one-hour “Safe Handling and Use of Liquid Ferric Chloride” classes, to be held at the Aurora Water Treatment Plant annually on two different days, when requested.

**CHEMICALS FOR THE CITY OF AURORA
WATER TREATMENT PLANT**

SPECIAL CONDITIONS

CARBON DIOXIDE

Material

The Liquid Carbon Dioxide supplied must meet ANSI/AWWA Standard B510-12 and shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects. Documentation of such must be submitted with the bid.

The carbon dioxide supplied shall have a CO₂ content of $\geq 99.5\%$ by weight.

Delivery

Delivery shall be to the City of Aurora Water Treatment Plant located at 1111 Aurora Avenue, Aurora, Illinois. The supplier shall supply and off load carbon dioxide to the City's north 30-ton receiving vessel or south 34-ton receiving vessel. The receiving vessels are welded steel pressure vessels capable of holding 30-tons and 34-tons of liquid carbon dioxide at 300 psi and zero degrees Fahrenheit. Transferring the liquid carbon dioxide from the transport vehicle to the storage vessels shall be the responsibility of the supplier, and the supplier shall be responsible for providing all hoses, connections and adapters for this purpose.

Deliveries shall be made Monday through Friday, excluding City holidays, between the hours of 7:30 A.M. and 3:30 P.M. local time.

Deliveries shall be approximately 20 tons. Materials will be ordered on an as needed basis. Delivery of the liquid carbon dioxide shall be made within five (5) working days after order placement.

The supplier has the option, with the advance permission of the City, to make deliveries at his convenience, provided that the supplier maintains quantities in the City's storage vessel satisfactory to the Superintendent of Water Production.

The supplier must be able or subcontract to an Owner approved company, to service and maintain both the 30-ton and 34-ton vessels and perform an annual inspection of both vessels and all related equipment. Scheduling to be coordinated with Owner. **The cost of the annual inspection is to be incidental to the bid price.**

**CHEMICALS FOR THE CITY OF AURORA
WATER TREATMENT PLANT**

SPECIAL CONDITIONS

SODIUM HYPOCHLORITE

Material

- Product must meet ANSI/AWWA Standard B300-10. Product shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects.
- Documentation demonstrating ANSI/AWWA and NSF approval must be submitted with the bid.
- Product composition must be a minimum 15 trade percent sodium hypochlorite as available chlorine at the time of delivery.
- A typical lot analysis, product information sheet and MSDS must be included with the bid.
- A Certificate of Analysis must be provided with each delivery.
- The Certificate of Analysis must contain a lot number, volume percent of available chlorine, excess caustic as NaOH and specific gravity at 20°C.
- The analytical procedure used for each Certificate of Analysis parameter must be submitted to the Aurora Water Treatment Plant prior to first delivery.
- Manufacturer must provide two (2) one-hour “Safe Handling and Use of Sodium Hypochlorite” classes, to be held at the Aurora Water Treatment Plant annually on two separate days, when requested.
- If any test conducted by the City of Aurora within two (2) business days of delivery shows that the sodium hypochlorite does not meet the minimum required available chlorine content, it is agreed that 10% of the price herein specified will be deducted from the payment for that shipment as liquidated damages.

Delivery

Delivery shall be to the City of Aurora Water Treatment Plant, 1111 Aurora Avenue, Aurora Illinois. The chemical shall be transported and delivered in accordance with all federal, state and local requirements. The chemical shall be unloaded into one of the four Sodium Hypochlorite bulk storage tanks located inside of the water plant. A two-inch diameter fill pipe for the tank is located on the outside wall of the treatment plant adjacent to the access road to facilitate delivery. The delivery truck shall be equipped with pneumatic equipment or other means acceptable to the City to allow for complete filling of the storage tanks. The delivery truck shall provide a discharge hose, nozzle and adapters to connect to the fill pipe.

Deliveries shall be made Monday through Friday, excluding City holidays, between the hours of 7:30 A.M. and 3:30 P.M. local time. Deliveries outside the specified hours or on weekends/holidays will be allowed with special permission from the Superintendent of Water Production.

Deliveries will be ordered on an as needed basis with each delivery consisting of approximately 4,700 gallons each. Deliveries must be made within five (5) working days after order placement.

**CHEMICALS FOR THE CITY OF AURORA
WATER TREATMENT PLANT**

SPECIAL CONDITIONS

CALCIUM OXIDE (QUICKLIME), GRANULAR

Material

Wherever reference is made herein to quicklime or lime and is not specified, it shall mean “High Calcium Rotary Kiln Burned Chemical Quicklime”.

The quicklime furnished under this specification shall be quick slaking rotary kiln burned quicklime which is substantially free from cinders, dirt, ash, core, unburned stone, and other foreign materials. It shall be a brand that previously has been used successfully in the treatment of public water supplies of all types, and shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water that has been treated properly with the lime product. The quicklime supplied shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects. Documentation of such must be submitted with the bid.

The product supplied must perform compatibly and consistently with the RDP Technologies, Inc./Tekkem Batch Slaking System. The use of the selected product will be discontinued if it results in inconsistent slaking or excessive maintenance and repair expense to lime slurry diaphragm pump feeders.

The bidder shall state in the bid the name, brand, and location of the manufacturer’s operation from where the proposed lime product will be shipped.

The lime product shall be suitable for pneumatic system unloading.

Chemical Requirements

Representative analysis:

Available Calcium Oxide (CaO)	not less than 93.0%	(Include Product Data Sheet w/bid)
Calcium Carbonate	not more than 3.0%	
Silica, SiO ₂	not more than 1.0%	
Fe ₂ O ₃	not more than 0.15%	
MgO	not more than 1.5%	
Sulfur equivalent	not more than 0.10%	
Acid Insolubles	not more than 1.0%	
MnO	not more than 50 ppm	
Loss on Ignition (LOI)	not more than 2%	
Al ₂ O ₃	not more than 0.15%	

The lime shall be in white, odorless granular form all of which will pass through a 3/8" screen, not more than 65% shall pass through a -30 mesh screen and not more than 40% shall pass through a -100 mesh screen. The 30 mesh residue shall be 3% maximum. The quicklime shall consistently have a high-reactive slaking rate.

The lime must meet ANSI/AWWA Standard B202-13 for Quicklime and Hydrated Lime and shall be a high-reactive lime as defined by section 5.4, Slaking Rate.

Basis of Purchase

Should the percent of available calcium oxide be less than 93.0%, one and one-half percent of the contract price will be subtracted from the contract price for each 1% that the available calcium oxide content is below 93.0%. Failure to consistently meet lime quality specifications may result in cancellation of the Purchase Contract by the City.

Method of Tests

The method of analysis used in determining the available calcium oxide present in the lime shall be that contained in the "AWWA Standard for Quicklime and Hydrated Lime" of the American Water Works Association, B202-13, Section 5.3.

A certificate of analysis must be provided for each delivery.

Delivery

Delivery shall be to the City of Aurora Water Treatment Plant, 1111 Aurora Avenue, Aurora, Illinois. The lime shall be loaded in 20-ton truck trailer lots. The trucks shall be equipped with an off loading blower, suitable for connection to a 4" diameter steel pipe. The blower shall have sufficient capacity to transfer the granular lime a minimum distance of 120 feet through a 4" diameter steel pipe (90 feet vertically upward, 30 feet horizontally) into the water treatment plant lime silos. Maximum pressure of blower shall not exceed 10 psi during transfer of the granular lime from the truck trailer to silos. Truck drivers shall carry a broom and shovel to clean any spillage of lime during delivery.

Deliveries shall be made Monday through Friday, excluding City holidays, between the hours of 7:30 A.M. and 3:30 P.M. local time. Deliveries outside the specified hours or on weekends/holidays will be allowed with special permission from the Superintendent of Water Production.

Deliveries will be in approximately 20-ton increments. Chemical will be ordered on an as needed basis. Deliveries must be made within three (3) working days after order placement.

Prior to acceptance of the bid, the bidder shall provide documentation that his off-loading compressor (blower) has sufficient capacity to meet the requirements set forth herein.

CITY OF AURORA, ILLINOIS
INVITATION TO BID 16-44

**CHEMICALS FOR THE CITY OF AURORA
WATER TREATMENT PLANT**

CONTACT INFORMATION

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

Customer Service/General Information: Ph: _____

To place an order:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Billing & Invoicing question:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Questions:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Bidder's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
INVITATION TO BID 16-44

**CHEMICALS FOR THE CITY OF AURORA
WATER TREATMENT PLANT**

REFERENCES

(Please Type)

Organization _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Organization _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Organization _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Bidder's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
INVITATION TO BID 16-44

**CHEMICALS FOR THE CITY OF AURORA
WATER TREATMENT FACILITY**

BID PROPOSAL FORM

Bid Due Date & Time: 2:00 p.m. CST, Wednesday, October 19, 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 Bid 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 bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the Bid.

A. The Vendor shall also include with their bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.

B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.

II. In submitting this Offer, the Vendor acknowledges:

A. All bid documents have been examined: Instructions to Bidder, Specifications and the following addenda:

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

B. To be prepared to execute a contract with the City within ten (10) calendar days after approval by Aurora City Council.

Company Name: _____

Signature & Date: _____

**CITY OF AURORA
INVITATION TO BID 16-44
CHEMICALS FOR THE CITY OF AURORA
WATER TREATMENT FACILITY**

BID PROPOSAL FORM

Bidders may bid on any or all of the items. **The Agreement term will be for a one-year period with a 2nd year extension option**, subject to mutual administrative consent between the City of Aurora and the Bidder. Year 1 will be the period of January 1, 2017 through December 31, 2017. Year 2 will be the period of January 1, 2018 through December 31, 2018. Bidders shall familiarize themselves with the General Conditions, Special Conditions and the delivery destination.

All bids must be submitted on this bid form. The quantities listed are approximate:

YEAR 1:

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1. Anhydrous Ammonia	40,000	Lbs.	_____	_____
2. Liquid Ferric Chloride	1,100,000	Lbs.	_____	_____
3. Carbon Dioxide	1,400,000	Lbs.	_____	_____
4. Sodium Hypochlorite	280,000	Gals.	_____	_____
5. Calcium Oxide	5,400	Tons	_____	_____

YEAR 2:

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1. Anhydrous Ammonia	40,000	Lbs.	_____	_____
2. Liquid Ferric Chloride	1,100,000	Lbs.	_____	_____
3. Carbon Dioxide	1,400,000	Lbs.	_____	_____
4. Sodium Hypochlorite	280,000	Gals.	_____	_____
5. Calcium Oxide	5,400	Tons	_____	_____

Your Company's Name _____

CITY OF AURORA
16-44
CHEMICALS FOR THE CITY OF AURORA
WATER TREATMENT PLANT
BID PROPOSAL FORM

The Bidder shall furnish the chemicals, F.O.B. Aurora Water Treatment Plant, 1111 Aurora Avenue, Aurora, Illinois with freight allowed to destination.

The undersigned Bidder proposes to furnish all labor, materials, equipment and services to satisfactorily perform the above referenced contract.

If there is a discrepancy between the unit price and the total, the unit price will prevail. Designate below the telephone number and contact person who is to be notified for shipment request:

Telephone # _____

Contact Person _____

The bid price for material shall include shipping and shall remain firm for the duration of this contract year unless otherwise stated below. The City of Aurora reserves the right to limit quantities to meet the needs of the City.

No additional charges over total net bid price will be accepted without written approval of the Purchasing Director.

All bid 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.

The City of Aurora reserves the right to reject any or all Bids, or parts thereof, and to waive any technicality, informality or irregularity in the Bids received, and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the best Bids for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Bid to the lowest responsible Bidder 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.

BID SUBMITTED BY:

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

PREPARER'S NAME _____

Please Type

CONTRACT PERSON _____

Please Type

AUTHORIZED SIGNATURE _____

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

Title

EMAIL: _____

CITY OF AURORA, ILLINOIS
INVITATION TO BID 16-44

**CHEMICALS FOR THE CITY OF AURORA
WATER TREATMENT PLANT**

BID SUBMITTAL CHECKLIST

Each Bid Must Be Placed In An Envelope, Sealed, And Clearly Marked On The Outside: **“16-44 CHEMICALS FOR THE CITY OF AURORA WATER TREATMENT PLANT.”** In order to be considered responsive, the bidder must submit all of the following items in their sealed envelope:

1. ____ Bidder’s Certifications (Page 01)
2. ____ Bidder’s Tax Certification (Page 02)
3. ____ Bid Proposal Form (Appendix E)
4. ____ Contact Information (Appendix C)
5. ____ Reference List (Appendix D)
6. ____ Contract (Appendix G)
7. ____ Vendor Application (Appendix H)

APPENDIX G

CONTRACT

**CITY OF AURORA AGREEMENT FOR
CHEMICALS FOR THE CITY OF AURORA WATER TREATMENT PLANT
INVITATION TO BID 16-44**

THIS AGREEMENT, entered on this _____ day of _____, 2016 (“Effective Date”), for the Chemicals for the City of Aurora Water Treatment Plant (“Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and (“Bidder”), located at _____.

WHEREAS, the City issued an Invitation to Bid (“Bid”) on September 28, 2016 for the Chemicals for the City of Aurora Water Treatment Plant located at 1111 Aurora Avenue, Aurora, IL; and

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

WHEREAS, on _____, the City awarded a contract to Bidder.

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, Bidder’s response to the Bid, to the extent it is consistent with the terms of the Bid, 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.

Invitation to Bid 16-44

In connection with the Bid and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the Bid and this Agreement is truthful and correct. Bidder 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.** Bidder shall perform the Services listed in the Instructions to Bidders and Special Conditions, attached hereto as Exhibit 1.

3. **Term.** Year 1 of the contract period will be from January 1, 2017 through December 31, 2017. Year 2 of the contract period will be from January 1, 2018 through December 31, 2018.

4. Compensation.

a. Maximum Price. In accordance with the Bidder's Bid, the maximum price for providing the Services shall be:

<u>Item</u>	<u>Unit Price</u>	<u>Contract Period</u>
_____	_____	January 1 through December 31, 2017
_____	_____	January 1 through December 31, 2018

Price shall remain firm for the entire contract period.

b. Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2. The Bidder 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. Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice.

5. Performance of Services.

Standard of Performance. Bidder 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. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder 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. Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder only for services performed up to the date of termination. After the termination date, Bidder has no further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder 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 Bidder 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
CHEMICALS FOR THE CITY OF AURORA WATER TREATMENT PLANT
INVITATION TO BID 16-44**

EXHIBIT 1

(INVITATION TO BID)

**CITY OF AURORA
CHEMICALS FOR THE CITY OF AURORA WATER TREATMENT PLANT
INVITATION TO BID 16-44**

EXHIBIT 2

(BID PROPOSAL FORM 16-44)

APPENDIX H

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 non-construction bid packages can be downloaded from the City's website.

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

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

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", with a stylized flourish at the end.

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.	
		Insurance Co. _____	
Completed W-9 Form required		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

Joan M. Schouten
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
Joan Schouten 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: Joan M. Schouten, 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: _____ (Seller – Company Name)	Agreed to: _____ City of Aurora (Purchaser)
By _____ (Signature)	By _____ (Signature)
_____ (Print Name)	_____ Joan M. Schouten (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:	

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		CITY OF AURORA, ILLINOIS 44 E DOWNER PLACE AURORA, IL 60507-2067
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr><th colspan="9">Social security number</th></tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																	
Social security number																			
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																			
	<table border="1" style="margin: auto;"> <tr><th colspan="9">Employer identification number</th></tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Employer identification number																	
Employer identification number																			

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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 [*]
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.