



## **Request for Proposal 18-01**

### **INTERACTIVE MASTODON EXHIBIT AT PHILLIPS PARK**

#### **PROPOSALS DUE**

**Tuesday, January 23, 2018  
at 5:00 p.m.**

**City of Aurora  
Purchasing Division  
44 E Downer Place  
Aurora, Illinois**

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 18-01

**INTERACTIVE MASTODON EXHIBIT**

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CITY OF AURORA, ILLINOIS  
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ROBERT C. IRVIN

Mayor

CITY OF AURORA  
REQUEST FOR PROPOSAL  
18-01  
INTERACTIVE MASTODON EXHIBIT  
FOR THE PARKS DIVISION

The City of Aurora is accepting proposals from qualified vendors to fabricate, deliver, set up and install an Interactive Mastodon Exhibit on Mastodon Island in Phillips Park in Aurora, IL.

Sealed Proposals will be accepted at the Purchasing Division office, 44 East Downer Place, Aurora, Illinois 60507, until **5:00 pm, CST, Tuesday, January 23, 2018** to determine proposals for the anticipated above named services.

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

Each bid proposal must be placed in an envelope, sealed, and clearly marked on the outside: "18-01 RFP for Interactive Mastodon Exhibit for the Parks Division".

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

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Purchasing Division, in writing at [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org). Questions will be accepted until 8:00 am, Monday, January 15, 2018. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 5:00 pm, Tuesday, January 16, 2018. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the January 15, 2018 8:00 am cut-off date/time.** It is the Proposer's responsibility to check the website before submitting their proposal.

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

The Proposer awarded the contract will be required to furnish a Performance Bond, a Payment Bond will be required should the vendor sublet any of the requested services, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

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

CITY OF AURORA

Jolene Coulter  
Interim Director of Purchasing

## PROPOSER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of proposal papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Proposer is not barred from bidding on the Project, or entering into this 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 \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS        )  
  ) ss.  
County of Kane            )

PROPOSER’S TAX CERTIFICATION

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

Proposer deposes, states and certifies that Proposer is not barred from 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 Proposer is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By \_\_\_\_\_  
(Signature of Proposer’s Executing Officer)

\_\_\_\_\_  
(Print name of Proposer’s Executing Officer)

\_\_\_\_\_  
(Title)

ATTEST/WITNESS:

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

(SEAL)

**CITY OF AURORA, ILLINOIS  
INSTRUCTIONS TO PROPOSERS**

**01. REQUIREMENTS OF PROPOSER**

The successful Proposer may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Proposal Package; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

**02. ACCEPTANCE OF PROPOSALS**

- a. **Proposer must submit one (1) original and two (2) complete, sealed, signed and attested copies of the Proposal which have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.**
- b. The City reserves the right to reject any and all proposals or parts thereof and to waive any technicalities and irregularities in the proposals and to disregard all nonconforming or conditional proposals or counter-proposals and to hold the proposals for ninety (90) days from the opening date set forth above. Proposer agrees to accept a notice of award, if selected, based on the terms of this Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Proposer as a result of that cancellation. Each Proposer is solely responsible for the risk and cost of preparing and submitting a Proposal.
- c. Although price is a major consideration, product quality, references, service, delivery time and past experience, if applicable, will also be considered. No Proposal will be considered unless the Proposer 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. Proposal 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 Proposer. In determining the responsibility of any Proposer, 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 Proposer, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

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

**03. RECEIPT OF PROPOSALS**

- a. It is suggested that respondents allow a minimum of four (4) days for delivery through U.S. mail, or Proposals may be delivered to the Purchasing Division Office in person. Overnight courier is acceptable provided timely receipt of Proposals. The Proposer assumes responsibility for late delivery of the mail. It is the sole responsibility of the Proposer to see that his Proposal is received in the proper time.
- b. Any Proposal received by the Purchasing Division **after 5:00 pm, Tuesday, January 23, 2018** shall be rejected.
- c. All Proposals must be submitted upon the blank forms attached herein with all blank spaces filled in and any alterations or erasures explained. Proposals that contain any omissions, erasures, or alterations, or that contain any additions or omissions of items not called for in the Proposal Package, or that contains irregularities of any kind, may be rejected as informal. Proposals shall be in strict conformity with the Proposal Package and any applicable Addenda. Only Proposals which are made out upon the forms will be considered. Partial or incomplete Proposals will not be considered.

**04. WITHDRAWAL OF PROPOSALS**

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

**05. PROPOSAL DEPOSIT**

No Proposal Deposit Required.

**06. BOND AND INSURANCE**

The Proposer awarded the contract will be required to furnish a Performance Bond, a Payment Bond will be required should the vendor sublet any of the requested services, 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 her delegate, shall represent and act for the City in all matters pertaining to the Proposal and contract in conjunction thereto.

**08. INVESTIGATION**

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



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

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

- Evidence of collusion among Proposers.
- Receipt of more than one Proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous 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 Proposer's financial statement, experience and/or plant and equipment.
- **Any Proposer who owes the City money may be disqualified at the City's discretion.**

#### **10. ALTERNATE PROPOSALS**

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. Proposers desiring to submit a Proposal 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 Proposal package. The Purchasing Director reserves the right to rule upon specification deviation in a manner as best befits the needs of the City. If a Proposer wishes to submit more than one Proposal, each Proposal, after the first, is to be considered an **alternate**. **THESE PROPOSALS MUST BE PLACED IN SEPARATE ENVELOPES. THE ENVELOPE AND THE PROPOSAL PAGE MUST BE PLAINLY MARKED "ALTERNATE PROPOSAL"**. The Purchasing Director will reject all deviations that amount to a material nonconformity with the specifications of the Proposal.

**11. PROPOSAL AWARD**

Except as otherwise may be stated in the Specifications, Proposal award shall be made to the lowest responsible Proposer 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 Proposer modifies limits, restricts or subjects his Proposal to conditions that would change the requirements of the specifications, this would be considered a conditional or qualified Proposal and will not be accepted. The City reserves the right to delete any item listed in the Proposal Package.

**12. PRICES**

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Proposal or his authorized representative must initial any alteration in ink.)

**13. TAXES**

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

**14. PAYMENTS**

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

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

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

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

[PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org)

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

or Mail to the following address:

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

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

**15. INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS**

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

**16. DEFAULT**

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

**17. CANCELLATION**

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

**18. ELIGIBILITY**

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

**19. SIGNATURES**

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

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

**20. REFERENCES**

Sufficient references of all like public and/or private agencies must be presented on a separate sheet and attached to this Proposal. Listing must include company name, contact person, telephone number and date purchased. All Proposers, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Proposer and all employees who will work on the project may be made. Proposers 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 Proposer, including low Proposer, and may void any contract previously entered into based on its background investigation.

**21. COMPLIANCE WITH LAWS AND REGULATIONS**

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

**22. INSURANCE AND HOLD HARMLESS PROVISION**

At the Proposer's expense, the Proposer 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 Proposer's operations. The Proposer shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the 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, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left".

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
- (3) Auto Liability Insurance:
  - (a) Bodily injury with limits not less than \$1,000,000
  - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

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

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

### **23. SUBLETTING OR ASSIGNMENT OF WORK**

If the Proposer sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. **A Payment Bond will be required if the Proposer sublets any of the requested services.** All transactions of the City shall be with the Proposer; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the 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 Proposer shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Proposer or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

### **24. WORKERS COMPENSATION ACT**

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

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

Said Proposer hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the Proposal, and any and all liability resulting thereupon; and said Proposer, in case of any suit, action, or proceeding on account of any or all of the foregoing

shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Proposer shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

**25. MINORITY PARTICIPATION**

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

**26. PROSECUTION OF WORK**

The Proposer shall begin the Work to be performed under the Proposal as specified in the specifications after the execution and acceptance of the Proposal, 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 Proposal.

**27. TIME**

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

**CITY OF AURORA  
REQUEST FOR PROPSAL  
18-01**

**SPECIFICATIONS FOR INTERACTIVE MASTODON EXHIBIT**

**Section 1: Scope of Work:**

The City of Aurora is requesting proposals from qualified, experienced vendors for an Interactive Mastodon Exhibit. The goal of this RFP is to select a company to fabricate, deliver, setup and install an Interactive Mastodon Exhibit on Mastodon Island in Phillips Park in Aurora, IL. **The exhibit must be installed and operational by July 31, 2018.**

**Section 2: Project Background**

The Mastodon Island Adventure is phase 1 of the overall Phillips Park master plan. Phillips Park is over 350 acres and features a zoo, golf course, aquatic facility and numerous recreational amenities. Mastodon Lake and Island were created in the 1930's as part of a Civil Works Administration project. At that time, mastodon fossils were discovered and excavated. These fossils are now on display at the park visitor's center. As part of the overall Phillips Park master plan, Mastodon Island will feature a Mastodon Adventure play area and other interpretive elements that focus on the life and environment that the mastodons lived in thousands of years ago, as well as information on the excavation of the fossils on this site.

The Phillips Park master plan was completed and adopted in the fall of 2014. RGC Design assisted the City of Aurora with a successful grant application for The Mastodon Island Adventure, which was awarded in January of 2014. However, these grants were all suspended by the new governor that spring, putting the project on hold. These grants were re-opened in the summer of 2016, allowing the project to proceed.

As a centerpiece of the development, the plan calls for a life size mastodon exhibit with some type of interactive feature. This exhibit will be placed in the center of Mastodon Plaza as shown on the attached plans for reference.

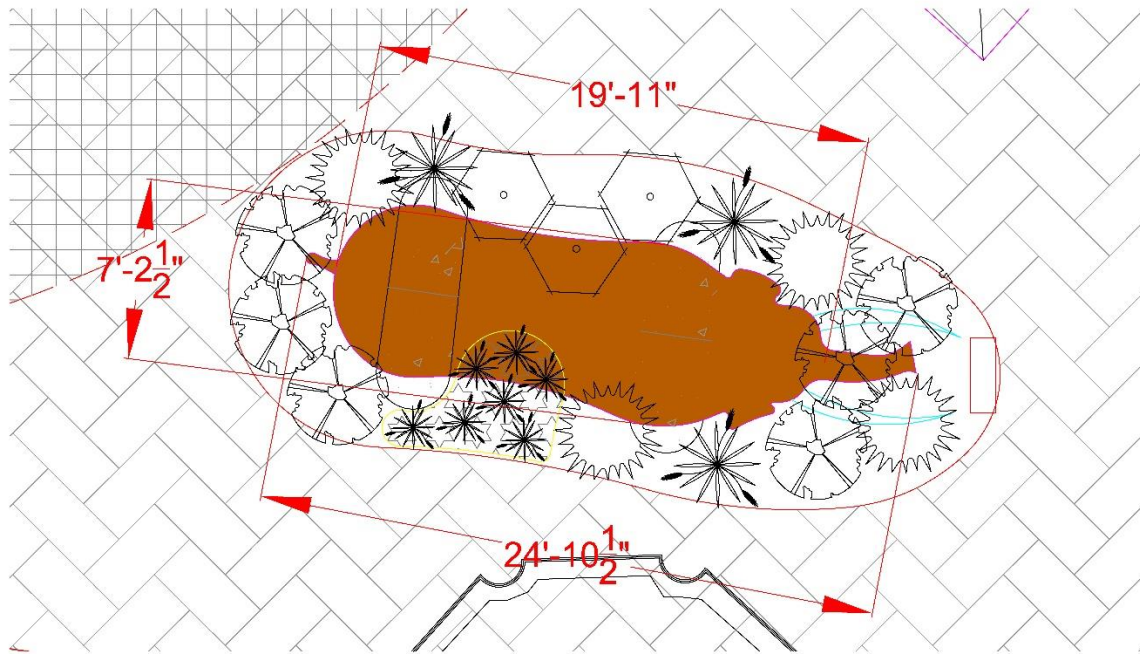
The project has been bid for the overall construction in the fall of 2017, with construction occurring in the spring of 2018. This exhibit will be handled on its own and must be installed in the summer of 2018 as the overall construction phase is completing.

**Section 3: Mastodon Exhibit Details**

The Mastodon Exhibit is the focal point of the Mastodon Plaza, which is adjacent to the Mastodon Adventure Playground. It is intended to be a life size mastodon with a sound interactive element, as well as some way of activating the sound. **We have allotted a maximum amount of \$90,000 for the design, fabrication, shipping, and installation of the exhibit.** This will include any speakers, cables, buttons and/or sensors, and any other elements needed for a fully functional exhibit.

The exhibit will be placed on a concrete slab with a landscape border. Electricity (standard 120 volt) will be provided to the exhibit location and powered by a wind turbine and solar panels. These site elements are not part of the exhibit budget, and will be provided as part of the overall construction project. The construction of the site elements has been bid and awarded, and construction will begin as early in the spring of 2018 as possible.

Below is a close up view of the exhibit area in the Mastodon Island Plan. The dimensions shown are only for reference, and the exact size of the final exhibit will need to be approved based on the final exhibit design.



The relevant Bid Plan Sheet is also included as an attachment for reference. (Exhibit A)



Below is a graphic showing the relative scale of a Mastodon as it relates to an African Elephant, a Mammoth, and a human.



HUMAN

MASTODON

#### **Section 4: Basic Exhibit Guidelines**

While we defer to you for your fabrication recommendations, the following are some basic guidelines:

The exhibit must be durable for outdoor exposure in a Midwest climate, and able to endure interaction with the public. While it will be in a landscaped bed it will not be fenced off and could be touched. The understructure would likely need to have a metal frame for long-term durability. The hair (or exterior finish), tusks, and various elements must be realistic. The sound interactive element should be able to be activated by people in the Mastodon Plaza, and may feature a mastodon call and other information on the mastodon life and habitat. These details may be developed once a fabricator is selected.

A miniature “mock-up” will be required for review, as well as full size samples of finishing elements such as the hair.

Also provide information on how you recommend that the exhibit be secured at the install location. As noted above, we will provide concrete slabs.

Also, we are locating this on an island that has only a pedestrian bridge for access. We will have a construction access via a temporary gravel road from the west side of the island for access. A crane may be provided as needed.

Please provide your proposal to design, fabricate, deliver, and setup/install an Interactive Mastodon Exhibit, inclusive of all work to provide a working Interactive Mastodon Exhibit. If a crane is required for placing the exhibit, please note this, and clarify the requirements. As noted above, a crane can be provided by the City to assist with the exhibit placement, therefore; this cost does not need to be included in your proposal price.

**Section 5: Cost for Services**

Proposals are to include the costs for all necessary services that are required for the project.

**We have allotted a maximum amount of \$90,000 for the design, fabrication, shipping, and installation of the exhibit.**

**The exhibit must be installed and operational by July 31, 2018.**

**Section 6: Submittal Requirements**

Proposals are to include the following:

- A description of your company and the products and services it offers. The names of principals in the firm and the location of the firm’s headquarters, as well as the length of time it has been performing property inspection and related services, should be included.
- Include a time-line for the initial start- up of the program when contract is awarded.
- Names, addresses and contact telephone numbers of at least three agencies that you have done similar services in scope and size.
- Example projects of similar scope.
- Warranty information

**Section 7: Submission Deadline**

Proposals must be received by the City of Aurora **no later than 5:00 pm, Tuesday, January 23, 2018.** Postmarks posting times in lieu of delivery will not be accepted. Proposals must be delivered to:

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

Submit an original, plus two (2) full copies of your Proposal and all supporting documentation.

**PROPOSALS MAY NOT BE SUBMITTED ELECTRONICALLY.**

## **Section 8: Questions**

The City of Aurora is not responsible for any costs incurred by Proposers in preparation of Proposals. Once submitted to the City of Aurora they become the property of the City of Aurora.

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Purchasing Division, in writing at [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org). Questions will be accepted until 8:00 am, Monday, January 15, 2018. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 5:00 pm, Tuesday, January 16, 2018. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the January 15, 2018 8:00 am cut-off date/time.**

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

## **Section 8: Selection Schedule:**

- Release date: January 7, 2018
- Questions from vendors due by : 8:00 am, Monday, January 15, 2018
- Responses to vendor questions: 5:00 pm, Tuesday, January 16, 2018
- Proposals due: 5:00 pm, Tuesday, January 23, 2018
- Successful Proposer notified on or before: Wednesday, February 28, 2018

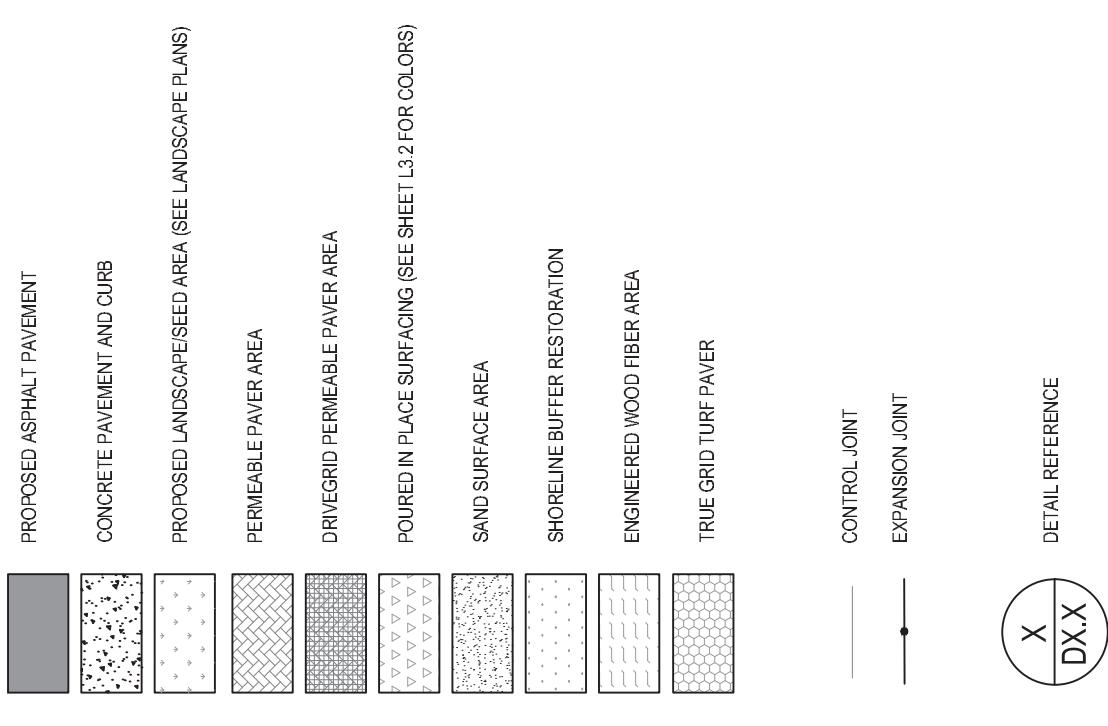
**CITY OF AURORA  
REQUEST FOR PROPSAL  
18-01  
INTERACTIVE MASTODON EXHIBIT**

**EXHIBIT A**



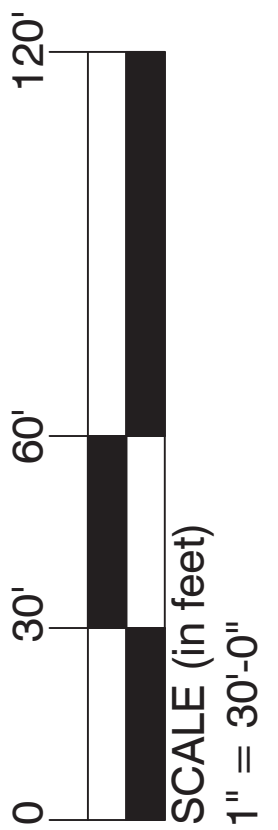
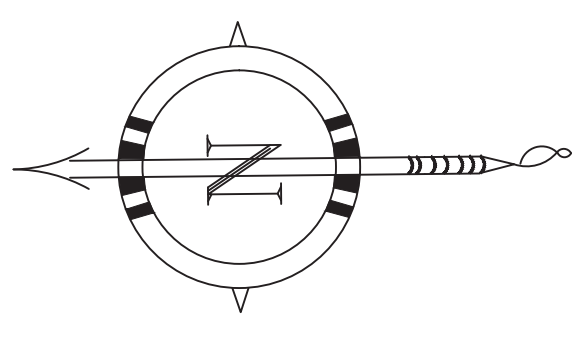
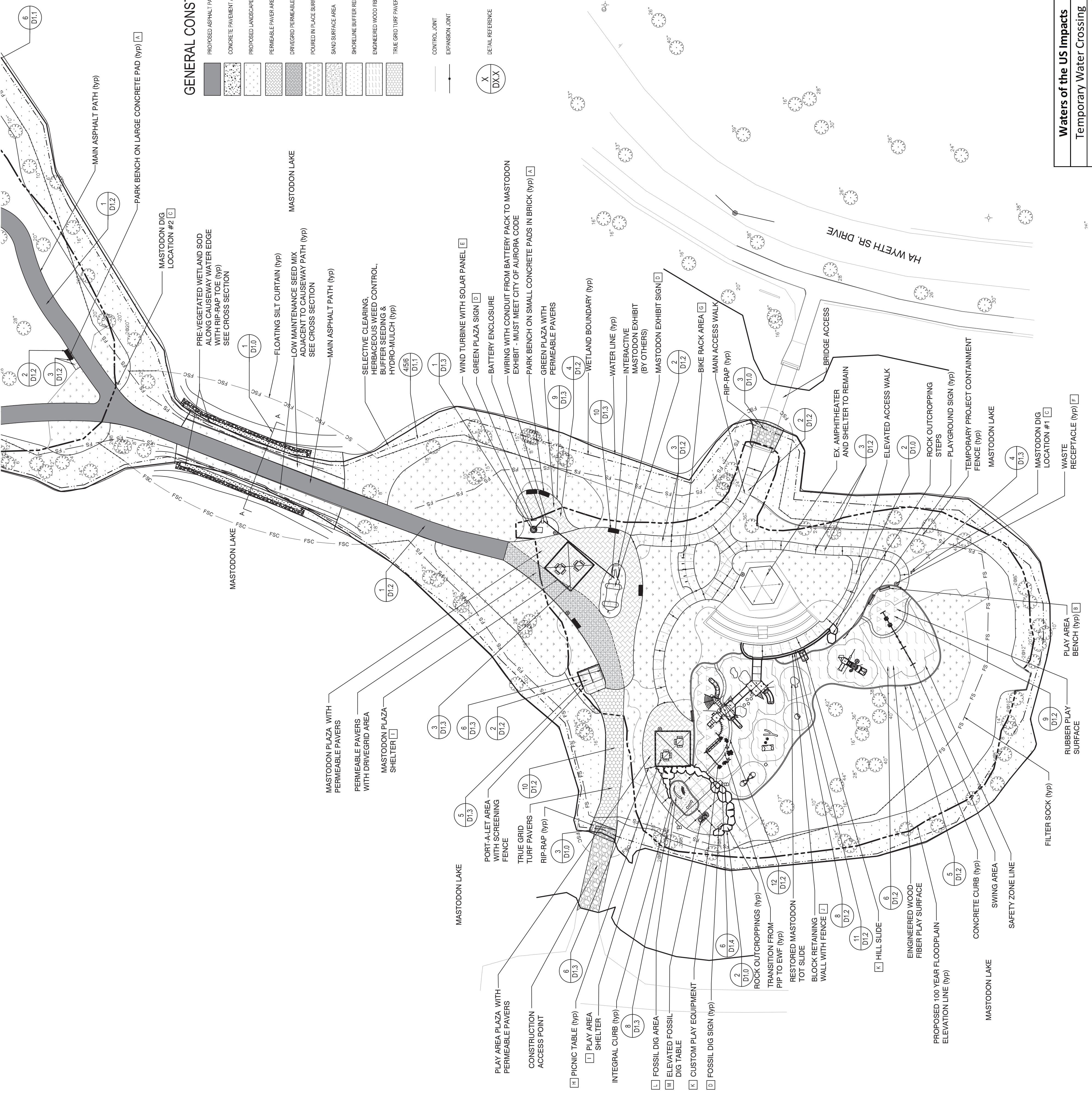
- ### GENERAL CONSTRUCTION NOTES
- EXISTING SITE INFORMATION BASED ON SURVEY PROVIDED BY ZEITLER CONSULTING, INC. DATED OCTOBER 20th 2016.
  - ALL UTILITIES SHALL BE FIELD LOCATED A MINIMUM OF 2 BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES WITH THIS DRAWING SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY. CALL J.U.L.I.E. @ 811. CONTACT CITY OF AURORA PARK DISTRICT PROJECT MANAGER 2 DAYS PRIOR TO CONSTRUCTION TO MARK UTILITY.
  - PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS AND OTHER UTILITIES TO REMAIN FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUTS AND OTHER HAZARDS CREATED BY SITE IMPROVEMENT OPERATIONS.
  - ALL WORK AND OPERATIONS SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.
  - FENCE LINETYPE DOES NOT INDICATE POST LOCATIONS.
  - REGRADE, TOPSOIL & SEED ALL LAWN AREAS DISTURBED DURING CONSTRUCTION.
  - ALL WORK WITHIN ANY R.O.W. SHALL CONFORM TO STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE JURISDICTIONS.
  - ALL DISTURBED AREAS TO BE SEEDDED, SODDED OR PLANTED SHALL RECEIVE 9" OF APPROVED TOPSOIL (LIGHTLY COMPACTED). TOPSOIL PROVIDED BY CONTRACTOR.
  - WINTER SHUTDOWN SHALL BE ADDRESSED EARLY IN THE FALL GROWING SEASON SO THAT SLOPES AND OTHER BARE EARTH AREAS MAY BE STABILIZED WITH TEMPORARY AND/OR PERMANENT VEGETATIVE COVER FOR PROPER EROSION AND SEDIMENT CONTROL.
  - STABILIZATION OF DISTURBED AREAS MUST BE INITIATED WITHIN ONE WORKING DAY OF PERMANENT OR TEMPORARY CESSATION OF EARTH DISTURBING ACTIVITIES AND SHALL BE COMPLETED AS SOON AS POSSIBLE BUT NOT LATER THAN 14 DAYS FROM THE INITIATION OF THE STABILIZATION WORK IN AN AREA.

### GENERAL CONSTRUCTION LEGEND



### SITE FURNISHINGS & COMPONENTS

KEY	QTY.	PART	DESCRIPTION	DETAIL REFERENCE
A	5	ZTZ288BK	Naming Bench with Acacia Back - 8' by TREE TOP PRODUCTS	INSTALL PER MANUFACTURERS GUIDELINES
B	3	3801290139214	GAME TIME PLAY AREA (POND/LEAF/LID) BENCH	INSTALL PER MANUFACTURERS GUIDELINES
C	2	E14105 1450266	Small Fossil Sign - 12" Elevated CPL, 17" H" Graphic w/ Pavers	INSTALL PER MANUFACTURERS GUIDELINES
D	3	E14105 1450212	Large Fossil Sign - 12" Elevated CPL, 40" H" Graphic w/ Pavers	INSTALL PER MANUFACTURERS GUIDELINES
E	1	3 WY TURBINE	WIND TURBINE IN SOLAR FRAME AND POST (BY APPLICABLE WIND LEGISLATION)	INSTALL PER MANUFACTURERS GUIDELINES
F	5	SWAMP RC	Concrete, Cast-in-Place, Square, Trash Receptacle w/ Rain Cover Lid by BECAUN OUTDOORS	INSTALL PER MANUFACTURERS GUIDELINES
G	5	3054	GAME TIME NATURE BIKE RACK	INSTALL PER MANUFACTURERS GUIDELINES
H	4	PICNIC TABLE	TBD BY OWNER	INSTALL PER MANUFACTURERS GUIDELINES
I	2	AS 2020-04	ROP Shelter - 20'x27' ALL STEEL SQUARE SHELTER	INSTALL PER MANUFACTURERS GUIDELINES
L	NA	Mossy Pile	AMBIENT FENCE (See Channel/Fence System)	INSTALL PER MANUFACTURERS GUIDELINES
K	1	CUSTOM PLAY EQUIP	AS SHOWN ON PLAN BY GAME TIME	INSTALL PER MANUFACTURERS GUIDELINES
L	1	FOSSIL DIG AREA	AS SHOWN ON PLAN BY GAME TIME	INSTALL PER MANUFACTURERS GUIDELINES
M	1	FOSSIL DIG TABLE	AS SHOWN ON PLAN BY GAME TIME	INSTALL PER MANUFACTURERS GUIDELINES



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO TOPOGRAPHIC SURVEYS. FIELD SURVEY PERFORMED OCTOBER 20, 2016

Waters of the US Impacts	Acres
Temporary Water Crossing	0.01
Permanent Stone Outcropping (4)	0.01
Permanent RipRap at Shoreline (2)	0.01



**CITY OF AURORA  
REQUEST FOR PROPOSAL  
18-01  
INTERACTIVE MASTODON EXHIBIT**

Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: “18-01 RFP for the Interactive Mastodon Exhibit for the Parks Division.” In order to be considered responsive, the Proposer must submit all of the following items in their sealed envelope:

**CHECKLIST OF SUBMITTALS**

Please enclose the following with your Proposal:

- \_\_\_\_\_ Proposer’s Certification (Page 1)
- \_\_\_\_\_ Proposer’s Tax Certification (Page 2)
- \_\_\_\_\_ Description of Company, Principals, Location, etc.
- \_\_\_\_\_ Time Line for Initial Start-up
- \_\_\_\_\_ List of Vendors and/or Work to be Sublet (Appendix C)
- \_\_\_\_\_ References
- \_\_\_\_\_ Examples of Similar Work
- \_\_\_\_\_ Agreement for Services (Appendix D)

**CITY OF AURORA  
18-01  
INTERACTIVE MASTODON EXHIBIT**

**SUB-CONTRACTOR LIST**

(Please Type)

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

**CITY OF AURORA AGREEMENT FOR  
INTERACTIVE MASTODON EXHIBIT  
REQUEST FOR PROPSAL 18-01**

**THIS AGREEMENT**, entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (“Effective Date”), for the Interactive Mastodon Exhibit for the City of Aurora Parks Division (“Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and \_\_\_\_\_ (“Proposer”), located at \_\_\_\_\_.

**WHEREAS**, the City issued an Request for Proposal (“RFP”) on January 7, 2018 for the Interactive Mastodon Exhibit in Phillips Park; and

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

**WHEREAS**, on \_\_\_\_\_, the City awarded a contract to Proposer.

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

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

Request for Proposal 18-01

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

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

3. **Term.** The City of Aurora requires the exhibit must be installed and operational by July 31, 2018.



**4. Compensation.**

**Schedule of Payment.** The City shall pay the Proposer for the Services in accordance with the amounts set forth in Exhibit 2, price shall remain firm for the entire contract period. The Proposer shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within forty-five (45) days after approval of the invoice. Each invoice shall be accompanied by a statement of the Proposer of the percentage of completion of the Services through the date of the invoice.

**5. Performance of Services.**

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

**6. Termination.**

**Termination for Convenience.** The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Proposer with sixty (60) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Proposer only for services performed up to the date of termination. After the termination date, Proposer has no further contractual claim against the City based upon this Agreement and any payment so made to the Proposer upon termination shall be in full satisfaction for Services rendered. Proposer shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

**7. Miscellaneous Provisions.**

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

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

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

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

**FOR CITY OF AURORA**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

FOR \_\_\_\_\_

By \_\_\_\_\_

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME \_\_\_\_\_

(SEAL)

By \_\_\_\_\_  
President – Contractor

ATTEST:

\_\_\_\_\_  
Secretary

(If a Co-Partnership)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Partners doing Business under the firm

\_\_\_\_\_  
Contractor

(If an Individual) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Contractor (SEAL)

**CITY OF AURORA AGREEMENT FOR  
INTERACTIVE MASTODON EXHIBIT  
REQUEST FOR PROPOSAL 18-01**

**EXHIBIT 1**

**(REQUEST FOR PROPOSAL)**

**CITY OF AURORA AGREEMENT FOR  
INTERACTIVE MASTODON EXHIBIT  
REQUEST FOR PROPOSAL 18-01**

EXHIBIT 2

(PROPOSAL 18-01)

**CITY OF AURORA, ILLINOIS  
INTERACTIVE MASTODON EXHIBIT  
REQUEST FOR PROPOSAL 18-01**

**PROPOSAL FORM**

**Proposal Due Date & Time: 5:00 pm CST, Tuesday, January 23, 2018**

To: **City of Aurora  
Purchasing Division  
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 Proposers and specifications.
  - B. For purposes of this offer, the terms Offeror, Proposer, and Vendor are used interchangeably.
  
- II. In submitting this Offer, the Vendor acknowledges:
  - A. All bid documents have been examined: Instructions to Proposer, Specifications and the following addenda:

No.\_\_\_\_\_, No.\_\_\_\_\_, No.\_\_\_\_\_, (Vendor to acknowledge addenda here.)

**SUBMITTED BY**

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

Title

EMAIL \_\_\_\_\_

PHONE #(\_\_\_\_\_)\_\_\_\_\_ FAX # (\_\_\_\_\_)\_\_\_\_\_ DATE \_\_\_\_\_

**CITY OF AURORA  
REQUEST FOR PROPOSAL FORM  
18-01  
INTERACTIVE MASTODON EXHIBIT**

Services commence within \_\_\_\_\_ working days upon receipt of order.

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.

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

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-Bids 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 Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

**SUBMITTED BY**

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PREPARER'S NAME \_\_\_\_\_  
Please Type

CONTRACT PERSON \_\_\_\_\_  
Please Type

AUTHORIZED SIGNATURE \_\_\_\_\_  
Title

PHONE #(\_\_\_\_\_) \_\_\_\_\_ FAX # (\_\_\_\_\_) \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

# Vendor Application Packet

## Appendix F





CITY OF LIGHTS

RICHARD C. IRVIN  
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 <https://www.aurora-il.org/bids.aspx>, in our local newspaper, the *Aurora Beacon News*, and DemandStar. 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,

Richard C. Irvin



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

<b>COMPANY</b>		<b>HOW LONG IN PRESENT BUSINESS?</b>	
<b>ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
<b>CONTACT PERSON</b>		<b>PHONE AND EXTENSION</b>	<b>FAX NUMBER</b>
<b>EMAIL ADDRESS</b>			
<b>TYPE OF ORGANIZATION</b> (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: _____	
<b>CATEGORY</b> (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	
<b>TYPE OF PRODUCT/SERVICE REQUESTING TO BID ON:</b>			
<b>NAMES OF OFFICERS, MEMBERS OR OWNERS OF CONCERN, PARTNERSHIP, ETC.</b>			
(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			
<b>TAXPAYER'S I.D. NO.</b>		<b>INSURANCE INFORMATION</b> (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. _____		<b>It is required that the City of Aurora be named as a primary, non-contributory additional insured.</b>	
		Insurance Co. _____	
<b>Completed W-9 Form required</b>		<b>Attach a copy of your current certificate of insurance</b>	
<b>PERSON(S) AUTHORIZED TO SIGN QUOTES, PROPOSALS, BIDS AND CONTRACTS:</b>			
<b>NAME</b>		<b>OFFICIAL CAPACITY</b>	

**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**

<b>VENDOR NUMBER:</b>	<b>APPROVED BY:</b>	<b>DATE:</b>
<b>COMMODITY CODE:</b>	<b>MINORITY STATUS:</b>	



CITY OF LIGHTS

RICHARD C. IRVIN  
Mayor

**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 Procurement Division Staff:***

Purchasing Division 630-256-3550  
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](mailto: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 Cash Concentration Disbursement (CCD) format to remit to the Seller's financial institution.
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 via EFT, Purchaser's payment terms will remain the same in accordance with 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 PROCUREMENT  
 44 E. Downer Place  
 Aurora, IL 60507

**Written notice to Seller shall be addressed to Seller Contact Information provided below.**

10. **Seller Bank Information:** A voided check or bank documents showing the applicable bank name, routing number, account name and account number into which the funds are to be deposited **is required**. Deposit slips are not acceptable.

Email for remittance notification: \_\_\_\_\_

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

**11. Seller Contact Information:**

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

Company Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

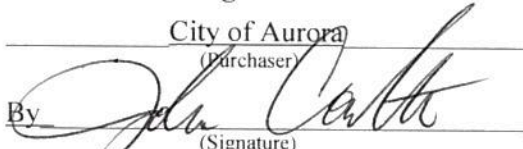
**Agreed to:**

**Agreed to:**

\_\_\_\_\_  
 (Seller - Company Name)

City of Aurora  
 (Purchaser)

By \_\_\_\_\_  
 (Signature)

By   
 (Signature)

\_\_\_\_\_  
 (Print Name)

Jolene Coulter  
 (Print Name)

Date \_\_\_\_\_

Date \_\_\_\_\_

For Purchasing Use Only	
Vendor No.	
Entered by:	

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

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

## 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) ▶ _____		<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	City, state, and ZIP code		<b>CITY OF AURORA, ILLINOIS          44 E DOWNER PLACE          AURORA, IL 60507-2067</b>
List account number(s) here (optional)			

<b>Part I Taxpayer Identification Number (TIN)</b>																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on 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><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table>	Social security number																	
Social security number																			
<p><b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p> <table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table>		Employer identification number																	
Employer identification number																			

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

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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**General Instructions**  
 Section references are to the Internal Revenue Code unless otherwise noted.

**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 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

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

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
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

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* 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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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.