



**NOTICE TO BIDDERS
INVITATION TO BID #26-220
CITY OF WHEATON WATER SERVICE MATERIALS**

Issue Date: September 29, 2026

Last Date for Questions: **No later than** October 7, 2026 at 11:00 am (CST)

Due Date: **No later than** October 13, 2026 at 11:00 am (CST)

Bid Opening: October 13, 2026 at 11:00 am (CST) live in-person at Wheaton City Hall located at 303 W. Wesley Street, Wheaton IL 60187 in the Conley Meeting Room (lower level).

Bid Submittal:

The City will accept electronic (via DemandStar) or hard copy submittals. **Please only bid through one system: either paper or electronic, not both.**

Submit a hard copy bid to:

City of Wheaton
303 W. Wesley Street - 1st Floor Finance Counter
Wheaton, IL 60187-0727
Attn: Tony Sperkowski, Procurement Officer

E-Bidding via DemandStar:

The Vendor's complete PDF response shall be uploaded into DemandStar.com prior to October 13, 2026, at 11:00 am (CST).

To be considered responsive, the following documents shall be included with your submittal:

- ☐ Cost Proposal Form (Exhibit D)
- ☐ Notice of Deviations Form (Exhibit E)
- ☐ References Form (Exhibit F)
- ☐ Vendor Certification Form (Exhibit G)
- ☐ Vendor Information Reporting Form (Exhibit H)
- ☐ W-9 Form

The successful Vendor will be required to submit the following additional documents:

- Certificate of Insurance with signed endorsements

EXHIBIT A
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CITY OF WHEATON WATER SERVICE MATERIALS

INTRODUCTION

The City of Wheaton is accepting competitive bids for Water Service Materials.

SCOPE OF WORK

All Materials shall be as specified below or approved equal, produced in North America and be the current year model. All brass shall be “No-lead”, meeting the requirements of the Reduction of Lead in Drinking Water Act. Unit prices shall remain fixed for one (1) year after the start of the contract. Estimated quantities are listed on the Cost Proposal form. Materials may be shipped to multiple locations in Wheaton, IL.

Water Main

Unless approved in writing all water main shall be 8” minimum size Class 52 Zinc-coated Ductile Iron pipe.

If PVC water main is allowed, it must be approved in writing and shall be Certa-Lok PVC or equal. The design shall include two #10 Solid Insulated Copper tracer wires that terminate in a Copperhead Tracer Wire Access Box at each end. Shop drawings of the tracer wires must be submitted and approved for all PVC water main.

Polyethylene Wrap

All ductile iron water main and fittings shall be encased with linear low-density V-Bio Enhanced polyethylene wrap, 8 mils thick. Polyethylene wrap shall be secured with polyethylene tape at overlaps, ends, and every four feet along the pipe barrel.

Fire Hydrants

Mueller Super Centurian A-421, 4½ inch valve opening with 6-inch flange x mechanical A-2362 resilient wedge valve attached. All bolts shall be stainless steel on all valves and hydrants.

Gate Valves

Mueller A-2361 resilient wedge gate valve **OR** American Series 2500 resilient wedge valve.

Mechanical Joints

EBAA Iron Megalug mechanical joint restraint gland.

Tapping Valves

Mueller A-2361 flange x mechanical joint resilient wedge valve **OR** American Series 2500 flange x mechanical joint resilient wedge valve.

Tapping Sleeves

Smith-Blair 665 stainless steel tapping sleeve with stainless steel flange **OR** Ford FTSS stainless tapping sleeve with stainless steel flange.

Valve Boxes

Tyler Union 664S screw type cast iron two-piece valve box.

Note: Plastic valve boxes or plastic extensions **are not** allowed.

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Valve Box Adaptor II

- a. Type A Gate Valves – 4"-6" Mueller, 4"-6"-8" AFC
- b. Type B Gate Valves – 8" Mueller, 10"-12" AFC
- c. Type D Gate Valves – 10" Mueller
- d. Type E Gate Valves – 12" Mueller, 16" AFC

Valve box extensions shall be Tyler Union #58, #60 or Tyler Union #69 riser.

End Caps

Class "A" pipe: Tyler Union Mechanical Joint Cap.

Class "B-C-D" pipe: Tyler Union MJ x PE Dual-Purpose Cutting-in Sleeve with Tyler Union Mechanical Joint Cap.

Service Fittings

Corporation Cock

Mueller 300 Ball Corporation Valve B-25000N **OR** Ford Corporation Stops FB600-*size*-NL.

Corporation Cock Quarter and Eighth Bends – ¾", 1", 1 ¼", 1 ½" and 2"

Mueller brass with compression ends and swivel nut. Flare nut, non-swivel accepted on sizes where others aren't made.

Mueller P-15075N, P-15076N **OR** Ford brass with compression ends and swivel nut. Flare nut, non-swivel accepted on sizes where others aren't made. Ford LA04-*size*-NL, L04-*size*-NL.

Curb Stop

Mueller 300 Ball Curb Valve P-25155N **OR** Ford Ball Valve Curb Stop B44-*size*M-NL.

Curb Box

Mueller H-10300 curb box with Minneapolis Pattern Base.

Service Saddles

Smith-Blair Model 317 Epoxy Coated Ductile Iron with double stainless-steel strap.

Repair Clamps

2" - 12": Smith-Blair 261, Ford FS1, Mueller 540, Cascade CR1, Romac SS1, or PowerSeal

3121AS 16": Smith-Blair 263, Ford FS2, Mueller 550, Cascade CR2, Romac SS3, or

PowerSeal 3122AS

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COST PROPOSAL FORM (EXHIBIT D)

A Cost Proposal form is attached as a separate 'workable' form so that you can input information directly into the spreadsheet. **Please return the workable Cost Proposal with your response.**

BASIS FOR AWARD

Awards will be made to the responsive and responsible bidder submitting the lowest unit price for each item. A contract will be issued to each successful vendor.

QUESTIONS

All questions or requests for clarification, either administrative or technical, about this bid shall be submitted via email to Tony Sperkowski at asperkowski@wheaton.il.us prior to **October 7, 2026, at 11:00 am (CST)**. Questions/clarifications will be responded to in the form of a written addenda and published on the City's website.

ADDENDA

All questions, clarifications or revisions regarding this bid will be issued via a written addendum and published on the City's website and on DemandStar.com (Euna Open Bids) Each Vendor shall acknowledge receipt of any addenda on the Cost Proposal form (Exhibit D). Each Vendor, by acknowledging receipt of any addenda, is responsible for the content of the addenda and any changes to the bid. Failure to acknowledge issued addenda may cause the bid submittal to be rejected.

BID SUBMITTAL

Submittals shall be received **no later than October 13, 2026, at 11:00 am (CST)**. Late submissions will not be accepted.

Submit your bid to:

City of Wheaton
303 W. Wesley Street - 1st Floor Finance Counter
Wheaton, IL 60187-0727
Attn: Tony Sperkowski, Procurement Officer

If submitting a hard-copy bid, the proposal shall be enclosed in a sealed package and clearly marked with the following information. Alternatively, PDF copies of proposals may be submitted electronically through DemandStar.com (Euna Bids).

- Bid Name & Number
- Bid Closing Date
- Bid Closing Time
- Vendor Name and address

IF SUBMITTING A HARD COPY BID, DO NOT SUBMIT PERFORATED PAGES, NOR BIND YOUR BID IN ANYTHING OTHER THAN PAPER CLIPS OR BINDER CLIPS.

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E-BIDDING VIA DEMANDSTAR:

The Vendor's complete PDF response shall be uploaded into DemandStar.com prior to October 13, 2026, at 11:00 am (CST).

It is the sole responsibility of the Vendor to ensure that their proposal is delivered by the stated RFP opening date/time. The City is not responsible for misdirected proposal packages.

CONFIDENTIAL INFORMATION

Bidders considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

COSTS INCURRED IN RESPONDING

The City will not be responsible for any expenses incurred in preparing and submitting a bid.

The City reserves the right to reject any and all bids, to waive any minor irregularities in the ITB process, and to select the firm that best meets the needs of the City of Wheaton. The City appreciates your interest and looks forward to receiving your proposal.

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GENERAL INSTRUCTIONS FOR REQUEST FOR QUOTATION

Solicitations are open to all qualified firms actively engaged in providing the services specified and inferred. Active engagement will be verified via references.

1) SUBMISSION OF QUOTES:

- a) Quotes shall be submitted on the forms provided in this solicitation package.
- b) Quotes must be received by the City of Wheaton at the designated place and before the designated time.
- c) No quote which is received after the time scheduled will be considered.
- d) The City will not provide any reimbursement for the cost of developing or presenting quotes or demonstrations relating to proposals in response to this request.
- e) Failure to include the requested information or follow the directions set forth herein may have a negative impact on the evaluation of the quote.

2) COMMUNICATIONS REGARDING THIS SOLICITATION:

- a) Contacts for this specific solicitation are listed on the Notice to Bidders.
- b) Any communications regarding this solicitation should be sent via e-mail to the Procurement Officer at procurement@Wheaton.il.us.

3) INVESTIGATION:

- a) It shall be the responsibility of the bidder/proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the solicitation.
- b) No plea of ignorance by the bidder/proposer of conditions that exist, or that may hereafter exist, as a result of failure or omission on the part of the bidder/proposer to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder/proposer.
- c) It is the responsibility of the Proposer to seek clarification of any requirement that may not be clear. Questions concerning this request shall be submitted via e-mail to the attention of the Procurement Officer by the last date for questions as reflected on the cover page of this document. A written response in the form of an addendum will be forwarded to all firms invited to submit quotations.
- d) Proposers shall acknowledge the receipt of any addendum on their Proposal Form.

4) CHANGES TO and CLARIFICATIONS OF SOLICITATION DOCUMENTS:

- a) It is the responsibility of all bidders/proposers to:
 - i) Examine the entire solicitation package; and
 - ii) Seek clarification of any requirement that may not be clear; and
 - iii) Check all responses for accuracy before submitting a quote.
- b) Any interpretation, correction or change of the RFQ will be made by Addendum.
 - i) Interpretations, corrections, and changes to the solicitation documents made in any other manner will not be binding.

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- ii) The bidder/proposer shall not rely upon verbal interpretations, corrections, and changes, and should submit their inquiry in writing via e-mail to the Purchasing Officer and request written clarification in the form of an addendum.
 - iii) The Purchasing Officer will not be responsible for oral clarifications.
 - c) Negligence in preparing a quote confers no right of withdrawal after due time and date.
 - d) All work must be performed according to manufacturer's stated recommendations. If said recommendations conflict with any of the stated specifications, issues should be addressed in writing to the Purchasing Officer prior to submitting quote/proposal.
 - e) If said recommendations include required services not listed within the specifications:
 - i) Said required services must be considered as inherent to the City's requirements and specifications and proposals should include said services; and
 - ii) Issues should be addressed in writing to the Purchasing Officer and City Agent prior to submitting quote.
 - f) All work to be performed consistent to industrial performance standards.
- 5) **SPECIAL CONDITIONS:** Wherever special conditions are written into the Specifications which are in conflict with conditions stated in these Instructions for Quotation the conditions stated in the Specifications shall take precedence.
- 6) **ALTERNATE QUOTES and DEVIATIONS TO REQUIREMENTS:** The Specifications are prepared to describe the goods and/or services which the City deems to be in its best interests to meet its performance requirements.
- a) These Specifications shall be considered the minimum standards expected of the Contractor.
 - b) The Specifications are not intended to exclude potential Contractors.
 - c) Parties desiring to quote on items which deviate from the stated specifications, but which they believe to be equal to or greater than what is required, may do so - but all alternatives and specification deviations must be separately listed and clearly noted, and a justification for each shall be stated on the form provided in the solicitation package.
 - d) If the bidder is unable to meet any of the Specifications as outlined herein, it shall also separately list all requested deviations from the Specifications, with justification attached for each deviation.
 - e) If the bidder does not indicate alternatives to or deviations from the Specifications, the City shall assume it is able to fully comply with these Specifications.
 - f) The Purchasing Officer reserves and shall have the right to make recommendations to the Corporate Authorities or department heads as the case may be regarding specification deviations and alternate quotes in a manner that best meets the needs of the City.
 - i) The Purchasing Officer shall be the sole and final judge of compliance with all Specifications.
 - ii) The Purchasing Officer shall be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.
 - iii) The Purchasing Officer further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations, and, if warranted, to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the Agreement.

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- g) If a party wishes to submit more than one quote, each quote after the first is to be considered an ALTERNATE. Each additional quote shall be clearly identified as alternate.
- 7) **CAPABILITY:** The City, in its discretion, reserves the right to determine the competence, as well as the financial and operational capacity, of any party submitting a quote.
- a) Upon request of the City, the party submitting the quote shall furnish evidence as may be required by the City to evaluate its ability and resources to accomplish the services required by the specifications herein.
- b) Samples of items, when required, shall be submitted:
- i) Within the time specified and at no expense to the City.
 - ii) If not destroyed in testing, samples will be returned at the bidder's request and expense.
 - iii) Samples which are not requested for return within thirty (30) days will become the property of the City.
- c) Parties submitting quotes may be required to affect a demonstration of the item/service being quoted if the City feels it has insufficient knowledge of the item's operation or performance capability. Such demonstration must be at a site convenient and agreeable to the affected City personnel.
- d) Parties submitting quotes may be required to provide references of current or past customers with current contact information and description of services.
- e) Parties submitting quotes may be required to provide evidence of financial viability.
- 8) **PERMITS AND LICENSES:** The successful Contractor shall be responsible for obtaining, at their own expense, all permits and licenses which may be required to complete the Agreement, unless it is stated within the solicitation documents that such fees will be waived.
- 9) **ALL PRICES QUOTED:**
- a) Shall represent the entire cost in accordance with the Agreement/Specification documents and no subsequent claim will be recognized for any increase in wage scales, material prices, cost indexes, or any other rates affecting the industry or this project.
- i) **Unit prices** shall be shown for each unit specified on the proposal page, and shall include all packing, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the solicitation documents.
 - ii) **The hourly labor cost**, if requested on the proposal form, must include all costs associated with this service. Hourly rate shall include but not be limited to salaries, benefits, taxes, overtime, overhead, and profit.
 - iii) **All costs associated with** delivery, equipment, and installation and/or maintenance services shall be included in the stated price on the proposal page.
- b) **Surcharges or add on costs** shall NOT be accepted unless by prior written approval of the Purchasing Officer.
- 10) **PRICES:**
- a) In case of mistake in extension of price, unit price shall govern.

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11) TAXES:

- a) Unit prices shall not include any local, state, or federal taxes. The City is exempt, by law, from paying
 - i) State and City Retailer's Occupation Tax,
 - ii) State Service Occupation Tax,
 - iii) State Use Tax and
 - iv) Federal Excise Tax.
 - v) The City's Sales Tax Exemption Number is E99974312.
- b) The Contractor shall also pay all Federal, State, and local taxes, including sales tax, social security, workers' compensation, unemployment insurance, and any other tax which may be chargeable against labor, material, equipment, or real estate.

12) DISCOUNTS:

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

13) ENVIRONMENTAL REQUIREMENTS: The City of Wheaton is committed to a green environment.

- a) Products used in servicing the City of Wheaton should be selected based on energy efficiency, fuel efficiency, environmentally friendly, green-approved products, and the reduction of waste.
- b) Where alternate products are available, the environmental impact of the products shall govern which is used.

14) INVOICING:

- a) Payment will be made within thirty days following:
 - i) Delivery, and acceptance of product/services, and
 - ii) Receipt of an invoice, certificate of origin, tax forms, and any other required paperwork.
- b) For all jobs quoted as time and material and/or all extra work; all material costs listed within the invoice, or specifically called out for within the specification, must be itemized on the invoice and accompanied by backup paperwork including contractor's supplier's invoice; work order and statement of warranty.

15) SIGNATURES AS OFFER:

- a) Under the conditions of the Uniform Commercial Code, the signing of the quote by the Contractor constitutes an "Offer". If accepted by the City, the proposal becomes an Agreement.
 - i) Any terms and conditions included in additional documents required by the successful proposer, when in conflict with the instructions, special provisions, specifications, and addenda of the solicitation request, shall be superseded by this solicitation document and all here within.

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- b) Each quote for individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding agreements. Said individual shall use his usual signature.
- c) Quotes by partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
- d) Quotes by corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

16) WITHDRAWAL OF QUOTES:

- a) Quotes may be withdrawn at any time prior to the scheduled opening or due date.
- b) Quotes may not be withdrawn after the opening or due date without the approval of the Purchasing Officer.
 - i) Requests to withdraw a quote shall be in writing, properly signed and received by the Purchasing Officer prior to the opening.

17) ACCEPTANCE OF QUOTES: The City reserves the right:

- a) To reject any or all quotes, or
- b) To waive any informality, technical requirement, deficiency, or irregularity in the quote received.

18) AWARD: Except as otherwise may be stated in the Special Provisions, award shall be made:

- a) Within thirty (30) days from the due date unless stated otherwise within this document.
- b) To the lowest responsive responsible bidder meeting specifications at the unit price or prices shown.
- c) To the Contractor whose proposal best meets the selection criteria stated within the Specifications.
- d) As deemed in the best interests of the City by its Corporate Authorities based on the totality of lawful considerations.

19) DEFAULT:

- a) In case of default by the Contractor, the City will procure articles or service from other sources and hold the Contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.
- b) The City reserves the right to cancel the whole or any part of the Agreement if the Contractor fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated.
- c) The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires, or floods.

20) PATENTS: The successful Contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by the Agreement.

21) PREVAILING WAGE: Where applicable, any successful Contractor entering into an Agreement with the City of Wheaton, and any subcontractor of the successful Contractor, shall comply with all of the provisions of the Prevailing Wage Act, 820 ILCS 130/1 et seq. or any successor statute.

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- a) The City of Wheaton provides no legal advice or opinion whether the Act is or is not applicable to this solicitation.
- 22) NON-ASSIGNMENT:** The Contractor shall not assign or subcontract any rights or interests under the Agreement or any part thereof to any other person, firm, or corporation without the prior written consent of the City.
- 23) PENALTIES AND FINES:** The Contractor shall be solely liable for all fines and penalties imposed by the City or any other governmental agency resulting from the Contractor's performance or its failure to perform its duties and obligations under the Agreement.
- 24) WAIVERS OF LIEN:** The City reserves the right to require waivers of lien before payment where the City deems it to be in its best interest to do so.
- 25) COURTS OF JURISDICTION:** The parties agree that all disputes, disagreements, or litigation, by, between, or amongst them, related to this Agreement shall be exclusively heard and resolved in the courts of the Eighteenth Judicial Circuit, DuPage County, Illinois.
- 26) GOVERNING LAW:** This Agreement is governed by the laws of the State of Illinois.

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INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

GENERAL TERMS AND CONDITIONS FOR CONTRACTORS AND SERVICE PROVIDERS

- 1) **DEFINITIONS:** The following words and phrases, when used in these General Terms and Conditions for Contractors/Service Providers shall have the meanings as specified herein.
 - a) **Agreement:** The written contract between the City and the Contractors/Service Providers covering the work or services to be performed, which includes all other documents that are attached to the Agreement or incorporated by reference and made a part thereof. It shall be understood that the words "Contract" and "Agreement" are synonymous in these documents.
 - b) **City:** The City of Wheaton, Illinois, an Illinois Municipal Corporation
 - c) **Offer:** A signed proposal or bid that is timely delivered to the City.
- 2) **CONTROLLING DOCUMENT:**

For contracts that incorporate the IDOT "Standard Specifications for Road and Bridge Construction," Adopted January 1, 2022 (the "Standard Specifications") or Supplement Specifications and Recurring Special Provisions: Where these General Terms and Conditions for Contractors/Service Providers are inconsistent with any provision of the Standard Specifications or the Supplemental Specifications and Recurring Special Provisions, these General Terms and Conditions shall control.
- 3) **AGREEMENT ADMINISTRATION:**
 - a) A "Notice to Proceed" order will be issued by Procurement upon confirmation of a properly executed Agreement.
 - b) Once the "Notice to Proceed" order is issued, the Contractor's/Service Provider's primary contact with the City will become the Project Manager.
 - c) The Project Manager's primary responsibility is to assure the City receives the contracted services in accordance with the terms and conditions and specifications of the Agreement. The Project Manager will but is not limited to oversee the entire project from kick-off activities through close out and payment of final invoice; monitor equipment, materials, and project progress; address any quality issues and change orders; verify schedule of values, output, schedule status; conduct random inspections.
 - d) The Contractor/Service Provider shall provide the name and contact information of a key Representative to the Project Manager who can be contacted during time of emergency or at any hour City staff sees fit to do so.
 - e) If security clearance is required for this work, it shall be pursued at this time.
- 4) **COMMUNICATIONS PLAN:**
 - a) The Contractor/Service Provider shall designate an individual who must be present, at all times, on the site and who will serve as the Contractor's/Service Provider's authorized representative throughout the completion of the Work and who shall be readily available to respond to communications. This individual must be a competent, English-speaking individual who is capable of reading and understanding the Agreement documents. This representative shall be subject to receive instructions and have full authority to execute the directions, without delay, and promptly supply any necessary labor, equipment, material, or incidentals to do so. If any person employed shall refuse or neglect to obey the directions of the Project Manager, in

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anything relating to the Work, or shall appear to be incompetent, disorderly, or unfaithful, he/she shall, upon request of the City, be at once discharged and shall not be employed again on any part of the Work.

- b) The Contractor/Service Provider shall provide the name and phone number of the Contractor's/Service Provider's representative who, in the case of an off-hours emergency can be readily accessible and be available for quick response to the site. If that person does not respond within the period of time requested all reasonable costs, including the payment of overtime wages or charges, shall be deducted from payments due the Contractor/Service Provider. Contractor/Service Provider shall immediately notify the Project Manager in writing of any change in the identity and telephone number of the Contractor's/Service Provider's representative.
- c) The Contractor/Service Provider is required to provide the City's Project Manager with written/e-mailed bulletins addressing the status of the project throughout the life of the Agreement.
- d) The bulletins shall cover all work performed and completed and shall confirm the schedule of the work yet to be performed. It shall also state any assumptions and/or exclusions.
- e) The bulletin shall identify problems encountered, or still outstanding, with an explanation of the cause and resolution of the problem or how the problem will be resolved.
- f) The Contractor/Service Provider will be responsible for conducting status meetings with the Project Manager as scheduled. The meetings can be in person or over the phone, at the discretion of the City.

5) DOCUMENTS:

- a) Contractor/Service Provider shall maintain at the job site a complete and current set of drawings, plans and Agreement documents; bulletins, supplemental instructions, proposals, change orders, subcontractor's proposals, supplier's invoices, all written requests, and responses to each required change.
- b) All documents shall accurately reflect the current status of all pertinent data including changes in the line-item quantities and contract sum attributed to change orders.
- c) All documents shall be available to the Project Manager.
- d) All documents shall be available for auditing purposes, Freedom of Information Act compliance requirements, and other reasons necessitated by the City.

6) MATERIAL AND EQUIPMENT:

- a) If the offer identifies an item by manufacturer's name, trade name, catalog number, or reference, the Contractor/Service Provider shall furnish the item so identified and shall not propose to furnish an "equal".
- b) If the identified item is no longer available, the City shall approve any proposed "equal" prior to order placement. The City will not incur any additional costs for the "equal".
- c) All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest-grade workmanship.

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- d) Contractor/Service Provider shall provide documentation that any and all Hazardous Material created during the performance of the project work has been disposed of or recycled in compliance with the "Standards for Universal Waste Management", as set forth in Title 35, Part 733 of the Illinois Administrative Code, and other applicable State, Federal and local regulations.
- e) All material or equipment furnished shall meet the minimum requirements of Occupational Safety & Health Standard (OSHA) published in the Federal Register, U L, or other nationally recognized certifying body.
- f) The Contractor/Service Provider shall store all volatile in covered metal containers and remove from the project site daily.
- g) Contractor/Service Provider shall provide adequate ventilation when using volatile or noxious substances or materials.

7) SUBSTITUTIONS:

- a) No substitutions shall be considered after Notice of Award except under one or more of the following conditions:
 - i) Substitution required for compliance with final interpretations of code requirement or insurance regulations.
 - ii) Unavailability of specified products, through no fault of the Contractor/Service Provider.
 - iii) Subsequent information discloses the inability of specified products to perform properly or to fit in designated space.
 - iv) Manufacturer /fabricator refusal to certify or guarantee performance of specified product as specified.
 - v) When a substitution would be substantially to owner's best interest.
- b) Substitutions shall not be considered when items are indicated or implied on shop drawings or product data submittals without formal request.

8) REQUESTS FOR SUBSTITUTION:

- a) Requests for substitution shall be submitted to the attention of the Project Manager. Include documentation confirming compliance of proposed substitution with Agreement documents.
 - i) For products include product description and identification, manufacturer's name, and address. manufacturer's literature, performance and test data, reference standards, samples, name, and address of similar projects on which product was used and dates of installation.
 - ii) For construction methods include a detailed description of proposed method, drawings illustrating methods, itemized comparison of proposed substitution with product or method specified, statement regarding the effect of the substitution to the construction schedule.
- b) Identify: changes or coordination required, other contracts affected, accurate cost data on proposed substitution in comparison with product or method specified.
- c) Contractor/Service Provider attests that he has personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified; that he will provide the same guarantee for substitution as for product or method specified; that he will coordinate installation of accepted substitutions into the work, making all changes for work to be complete in all respects.

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- d) Cost data must include all related costs under contract but excludes owner's redesign, administrative costs of owner, costs under separate contracts.
- e) Contractor/Service Provider shall pay all additional costs and expenses for owner and other contractors.
 - i) Acceptance of substitution shall require substantial revision of plans, drawings, and Agreement documents for all related projects.

9) DELIVERY AND STORAGE:

- a) Deliveries of documents, materials, equipment etc. are between the hours of 8:30 A.M. and 3:00 P.M. Monday through Friday, excluding holidays, unless otherwise stipulated.
- b) Failure to deliver within a reasonable lead-time as determined by the City shall constitute authority for the Procurement Officer to purchase in the open market items of comparable grade to replace the items not delivered.
- c) Contractor/Service Provider shall accept material and equipment delivered to the job site and shall be responsible to store all items in accordance with the manufacturer's written instructions, handling, and protection from weather, damage, and theft for the duration of the Agreement. Contractor/Service Provider shall be responsible for losses.
- d) Material delivered shall remain the property of the Contractor/Service Provider until:
 - i) A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
 - ii) Material is determined to be in full compliance with the solicitation documents and executed Agreement.
 - iii) Where circumstances or conditions exist preventing effective inspection of the goods at the time of delivery, the City of Wheaton reserves the right to inspect the goods within a reasonable time after delivery.
- e) Contractor/Service Provider assumes full responsibility for protection and safekeeping of the Contractor's/Service Provider's own materials and equipment stored on premises, and move, if necessary, all stored products which interfere with operations of the City.
- f) Unless otherwise specified, packaged material shall remain in original containers with labels intact and seals unbroken.
- g) The Contractor/Service Provider shall submit a **Safety Data Sheet (SDS)** prior to or at the time of delivery for any/all toxic substances per Public Act 83-240, OSHA standards or any other applicable law.

10) NONCONFORMING MATERIALS:

- a) In the event the delivered material is not in compliance to the specification documents and executed Agreement, the City will reject the material.
- b) The Contractor/Service Provider shall remove rejected materials at his expense promptly after notification of rejection.
- c) Contractor/Service Provider shall provide replacement of rejected articles immediately. If replacement is not timely, as determined by the City, the Procurement Officer will purchase in the open market items of comparable grade to replace the items not replaced and the

EXHIBIT A

INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

GENERAL TERMS AND CONDITIONS FOR CONTRACTORS AND SERVICE PROVIDERS

Contractor/Service Provider shall reimburse the City for any expense incurred in excess of Agreement prices. Such purchases shall be deducted from Agreement quantities.

- d) The City reserves the right to either: cancel the order; request Contractor/Service Provider to issue credit to the City; or deduct such amount from monies owed.
- e) Should public necessity demand it, the City reserves the right to use or consume items delivered which are substandard in quality, subject to an adjustment in price to be determined by the Procurement Officer.

11) MANUFACTURER'S REQUIREMENTS:

- a) All work must be performed according to manufacturer's stated recommendations.
- b) If manufacturer's stated recommendations conflict with specifications, issues should be addressed in writing to the Project Manager prior to proceeding with any work.
- c) If manufacturer's stated recommendations include required services not listed within the specifications, said services shall be considered as inherent to the City's specifications and offers shall include said services.
- d) All work shall be performed consistent to industrial performance standards.

12) PERMITS AND LICENSES:

- a) The successful Contractor/Service Provider shall be responsible for obtaining, at his or her own expense, all permits and licenses which may be required to complete the Agreement.
- b) Contractor/Service Provider represents that it, its employees, agents, and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state, and local laws, regulations, and ordinances applicable to the performance of this Agreement.

13) CONTRACTOR/SERVICE PROVIDER USE OF PREMISES:

- a) Contractor/Service Provider shall confine operations at the site to areas permitted by all laws, ordinances, and permits, as well as the Agreement documents.
- b) The Contractor/Service Provider shall control operations to avoid interference with normal traffic flow on and around the site; when necessary, provide barriers, warning lights, and signs as required to protect workers and the public.
- c) Contractor/Service Provider shall limit use of premises for work, storage of material and equipment, and parking of worker's automobiles.
- d) Contractor/Service Provider shall conduct operations in a manner that avoids interference with use of the building and building operations and which protects persons and property.
- e) If a utility shutdown is required, the Contractor/Service Provider shall provide the Project Manager with two (2) days advanced warning and an estimation of the duration of required utility shutdown.

14) UTILITY LOCATION:

- a) The Contractor/Service Provider shall exercise extreme caution while working around existing utilities. The Contractor/Service Provider shall notify J.U.L.I.E., utility companies, and the Project

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INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

GENERAL TERMS AND CONDITIONS FOR CONTRACTORS AND SERVICE PROVIDERS

Manager before commencing construction work around utility locations within the scope of the project.

15) CONTRACTOR/SERVICE PROVIDER IDENTIFICATION

- a) For security purposes, all contracted service providers shall be clearly identified with company photo id and company attire.
- b) Upon Project Manager's approval, Contractors/Service Providers requiring unrestricted mobility within designated facilities shall require a City of Wheaton Contractor photo id.
- c) Contractor's/Service Provider's advertising decals, stickers or other signs shall not be affixed to equipment or visible to the public.

16) MANUALS AND DOCUMENTS:

- a) The Contractor/Service Provider shall submit to the owner such operating and maintenance manual and repair part lists as required by the nature of the work.

17) CLEANING:

- a) Contractor/Service Provider shall maintain premises and public properties free from accumulation of waste, debris, and rubbish caused by construction operations. Cleaning and disposal operations shall comply with Federal, State, and local ordinances and anti-pollution laws.
- b) Contractor/Service Provider shall provide on-site metal containers for collection of waste materials, debris, and rubbish.
- c) At completion of work, the Contractor/Service Provider shall: sweep paved areas broom clean; remove waste materials, rubbish, tools, equipment, machinery, and surplus materials; clean all sight-exposed surfaces and leave project area clean and ready for use; clean the project site, yard, grounds, and landscaped areas; remove petro-chemical spills, stains, and other foreign deposits; clean plumbing fixtures to a sanitary condition, free of stains.
- d) Contractor/Service Provider touch-up and otherwise repair and restore marred exposed finishes and surfaces.
- e) If the Contractor/Service Provider fails to clean up as provided in this paragraph, the City may do so, and the City shall be entitled to reimbursement from the Contractor/Service Provider.

18) PARKING:

- a) The Contractor/Service Provider shall not permit its employees, agents, or any subcontractor's and their employees to park their vehicles or store equipment or materials adjacent to the traveled right-of-way where it may be a hazard to traffic.
- b) A clear distance of at least thirty (30) feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the City.

19) SAFETY AND HEALTH:

- a) All Occupational Safety and Health Administration (OSHA) standards apply.
- b) Volatile waste shall be stored in covered metal containers and removed from premises daily.

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GENERAL TERMS AND CONDITIONS FOR CONTRACTORS AND SERVICE PROVIDERS

- c) Adequate ventilation shall be provided during use of volatile or noxious substances.
- d) Contractor/Service Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work required under the Agreement.
- e) Contractor/Service Provider shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (i) employees on the project and other person who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of Contractor/Service Provider or subcontractors; and (iii) other property at the project site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- f) Contractor/Service Provider shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

20) CHANGE ORDER PROCEDURE:

The City reserves the right to make changes to the Scope of Work or Scope of Services by altering, adding to, or deducting from the work, or services, or by making changes to any applicable plans and specifications, without invalidating the Agreement. All such changes shall be executed under the conditions of the original Agreement, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

- a) Issuance of a memo or verbal approval shall not be considered a Change Order and is not authorization to proceed.
- b) A change order is a change in a contract term, other than as specifically provided for in the contract, that authorizes or necessitates any increase or decrease in the cost of the contract or in the time of completion or in the scope of the work.
- c) Should the Contractor consider that a change in the specified work or services, the Agreement sum, or Agreement time is required, he shall initiate a change order and submit it to the Project Manager for documented approval before proceeding with the work or services.
- d) A fully executed and approved City of Wheaton Change Order Form shall be required with any and all changes in Agreement amount/cost, in time for completion of services or work, in scope to the extent that it results in a change in Agreement amount/cost or timeframe, or any combination thereof and shall become incorporated into the Agreement upon City approval. Issuance of a memo or verbal approval shall not be considered a Change Order and is not authorization to proceed.
- e) Change Orders shall describe the City approved change(s), shall refer to the Contractor's recommended proposed change, and shall be signed by the City and the Contractor prior to implementing the change.
- f) All Change Orders shall clearly identify the impact of cost and the effect on time required to perform the work or services associated with the proposed change.

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- g) If the Contractor's proposed change(s) is found to be satisfactory and in proper order, and both parties agree upon cost or credit and timeframe for the change, the City will authorize the documented Change Order which will become incorporated into the previously executed Agreement upon the parties' execution of the Change Order.
- h) Approved Change Orders shall be numbered in sequence and dated and shall be preserved in the contract's file which shall be open to the public for inspection.
- i) From time to time during progress of the work, the City may issue a bulletin which interprets the Agreement documents or orders minor changes in the work or services without change in Agreement amount/price or Agreement time. The issuance of such a bulletin is not to be considered a Change Order.
- j) Any proposed changes that increase the Agreement amount/price or the costs to be expended by Contractor shall require the approval of the City before such changes may be made.
- k) Any proposed changes that increase the Agreement amount/price or the costs to be expended by Contractor/Service Provider in an amount of \$35,000 or more shall require the approval of the City of Wheaton City Council before such changes may be made.
- l) Overhead and Profit shall be shown on all change orders and shall include all costs not covered under material or labor, such as fixed costs and taxes. The Overhead and Profit shall not exceed 15% of the total work to be completed in a given change order, utilizing a fair and rational unit price of the work to be completed.
- m) The Public Works Construction Change Order Act, 50 ILCS 525/5 et seq. shall apply to all change orders for the Project.
- n) Whenever the quantity of any pay item as given in the proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such pay time named in the proposal.
- o) Should a condition arise that requires immediate action to avoid a work stoppage, delay, and/or extra cost, or that is deemed an emergency or an imminent threat to the safety of employees of the City, contractors, or the general public, a change order may be approved by the Project Manager, with the verbal consent of the City Manager. All such Emergency Change Orders shall be provided to the City Council as soon as all documents become available.

21) PAYMENT:

- a) Contractor/Service Provider shall submit a monthly itemized statement ("Invoice") which contains the Contractors/Service Providers name, the project name, and the Contract number and describes: the work or services completed; the hours of work or services rendered by Contractor/Service Provider; the amount of work, services and supplies provided since the initial commencement date or since the start of subsequent billing periods through the date of the Invoice.
- b) Authorization of payment requires receipt by the City of Contractor's/Service Provider's sufficiently detailed Invoice, acceptance of product/services/work by the City; and receipt of other required paperwork such as: certificate of origin, SDS, Lien Waivers, Certified Payroll (if applicable), supplier's invoices to justify material mark-up, and receipts for subcontracted work or services.

EXHIBIT A

INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

GENERAL TERMS AND CONDITIONS FOR CONTRACTORS AND SERVICE PROVIDERS

- c) Payment shall be made to the Contractor/Service Provider awarded in this Agreement. Under no circumstances will a third party be reimbursed.
- d) The City shall pay the Contractor/Service Provider in compliance with the Agreement and the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the Invoice. Each payment requires the City Council's approval, which occurs at publicly scheduled meetings.
- e) Invoices must be submitted to the City within six (6) months of the date work or services were performed. Any Invoices submitted more than six (6) months from the date work or services were performed shall not be paid.
- f) The City reserves the right to make payments to Contractor/Service Provider pursuant to this Agreement through its Purchasing Card Program, MasterCard.

22) CONTRACTOR/SERVICE PROVIDER SERVICE ISSUES:

- a) Recourse for non-compliant construction services shall be managed, in any order, via (a) Punch List, (b) Retainage and/or (c) Performance Bonds.
- b) The City shall have the right, but not the obligation, to repair, rebuild, or otherwise restore City property damaged by Contractor/Service Provider or his or her employees, agents, or subcontractors and shall have the right to: (i) withhold payments to Contractor/Service Provider to recover any costs incurred by the City for repairing, rebuilding or otherwise restoring City property damaged by Contractor/Service Provider, or its employees, agents or subcontractors; or (ii) if no payments to Contractor/Service Provider remain due, to seek reimbursement of costs incurred by the City for repairing, rebuilding, or otherwise restoring City property damaged by Contractor/Service Provider, or its employees, agents, or subcontractors from Contractor/Service Provider.
- c) The City shall have the right, but not the obligation, to complete or correct all or any part of the Services or Work that Contractor/Service Provider failed, refused, or delayed to perform as required by the Agreement and to: (i) withhold payments to Contractor/Service Provider to recover any costs the City incurs for completing or correcting any part of the Services; or (ii) if no payments to Contractor/Service Provider remain due, to seek reimbursement of costs incurred for completing or correcting any part of the Services from Contractor/Service Provider.
- d) When the City incurs such costs as described in paragraphs 22(b) and 22(c) above, and seeks reimbursement, the City shall submit an invoice to Contractor/Service Provider for payment of such costs which shall be paid by Contractor/Service Provider within 30 days of the date of the invoice.

23) PROCESS TO TERMINATE:

- a) The service provider shall not be reimbursed until services are compliant.
- b) If services continue to remain non-compliant, Procurement will prepare a formal Letter of Warning addressing the Contractor's/Service Provider's Failure to Comply.
- c) If Contractor/Service Provider fails to achieve required results within stated timeframe, Procurement will terminate Agreement.

EXHIBIT A

INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

GENERAL TERMS AND CONDITIONS FOR CONTRACTORS AND SERVICE PROVIDERS

- d) The City shall have the right to terminate this Agreement, with or without cause, upon fifteen (15) days written notice to the Contractor/Service Provider. The Contractor/Service Provider shall be paid for all work performed in conformance with the Agreement through the effective date of the not for cause termination.

24) PROTECTION OF PROPERTY:

- a) The Contractor/Service Provider shall protect public and private property, structures, utilities, landscaping, and work of any kind against damage or interruptions of service that may result from its activities.
- b) The Contractor/Service Provider shall repair, replace, or restore any damage, injury, or loss to any of the above public or private property at its expense and to the City's satisfaction.
- c) Should the Contractor/Service Provider fail to perform its obligations hereunder, the City may make good any damage to public or private property caused by the Contractor/Service Provider. The cost thereof shall be deducted from payment(s) to the Contractor/Service Provider.

25) WARRANTY/GUARANTEE PERIOD:

- a) The Contractor/Service Provider warrants that all goods furnished hereunder will conform in all respects to the terms of this Agreement, including any drawings, specifications, or standards incorporated herein, and/or that defects in goods are free from defects in design. Contractor/Service Provider also warrants that the goods are suitable for and will perform in accordance with the purposes for which they are intended.
- b) The Contractor/Service Provider agrees that the supplies or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor/Service Provider gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and to not limit any rights afforded to the City by any other clause of this contract or by law.
- c) The Contractor/Service Provider shall provide the City with a warranty on materials and workmanship equal to one (1) year or the duration of the manufacturers' warranty, whichever is greater. Warranty periods shall commence on the date on which the City approved the final completion of the project.
- d) Contractor/Service Provider shall transfer to the City any manufacturers' warranties which it has for materials used in connection with this project.
- e) If within the warranted guaranty period any defects or signs of deterioration are noted which, in the opinion of the City, are due to faulty design and installation, workmanship, or materials, the City shall notify the Contractor/Service Provider. Warranty work shall be completed at Contractor's/Service Provider's sole cost and expense. For all warranty repair and/or maintenance, Contractor/Service Provider shall be responsible for all shipping and/or freight costs from City's designated location to Contractors/Service Provider's facility and for the subsequent return to City's designated location. Replacement parts of defective components shall be supplied at no cost to the City. Shipping costs for defective parts required to be returned to the Contractor/Service Provider shall be paid by the Contractor/Service Provider.

EXHIBIT A

INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

GENERAL TERMS AND CONDITIONS FOR CONTRACTORS AND SERVICE PROVIDERS

26) ILLINOIS PROPERTY TAX CODE (35 ILCS 200/18-50.2) REPORTING REQUIREMENTS:

The City of Wheaton is required under Section 200/18-50.2 of the Illinois Property Tax Code (35 ILCS 200/18-50.2) to collect and electronically publish information from vendors/contractors, and sub-vendors/subcontractors pertaining to their status as a minority-owned, women-owned, or veteran-owned business. Vendors/Contractors seeking contract award are required to complete the City's Vendor/Contractor/Subcontractor Information Reporting Form and return with their submittal to the City. This information will be electronically published on the City's website in compliance with the Property Tax Code's vendor information collection and reporting requirements. Current City Vendors/sub-vendors/contractors/subcontractors should return this form to the City within thirty (30) days of receipt of this form from the City. Additionally, vendors/contractors are required to provide this form to all sub-vendors/subcontractors providing goods, work, or services to the City and shall return completed forms to the City's Procurement Officer prior to the subcontractor's performance of work or services.

**INVITATION TO BID #26-220
CITY OF WHEATON WATER SERVICE MATERIALS**

PLEASE RETURN THE REQUIRED FORMS WITH YOUR SUBMITTAL

- ☐ Cost Proposal Form (Exhibit D)
- ☐ Notice of Deviations Form (Exhibit E)
- ☐ References Form (Exhibit F)
- ☐ Vendor Certification Form (Exhibit G)
- ☐ Vendor Information Reporting Form (Exhibit H)
- ☐ W-9 Form

Bids will be considered non-responsive if the specified documents above are not completed and included with your submittal.

RETURN WITH SUBMITTAL**EXHIBIT D****COST PROPOSAL FORM****INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS**

Pricing shall include all costs for labor, including supervision and support, materials, supplies, equipment, delivery fees and installation services, bonds, and insurance. No subsequent claim will be recognized for any surcharges, add on costs, increase in material prices, cost indexes, wage scales, fuel surcharges, freight costs, packaging or any other rates affecting the industry or this project. No additional fees shall be paid by the City.

Line Item	Description	Est Qty	Unit Price	Ext Price	Manufacturer
METERS AND SERVICES					
1	3/4" Meter Couplings (Ford) C38-23-2.5-NL or (Mueller) H-10896N 3/4"x 3/4"	50			
2	1" Meter couplings (Ford) C38-44-2.625-NL or (Mueller) H-10896N 1"x1"	60			
3	3/4" Compression curb stop (Ford) B44-333M-NL or (Mueller) P-25155N	20			
4	1" Compression curb stop (Ford) B44-444M-NL or (Mueller) P-25155N	80			
5	1-1/4" Compression curb stop (Ford) B44-555M-NL	5			
6	1-1/2" Compression curb stop (Ford) B44-666M-NL or (Mueller) P-25155N	10			
7	2" Compression curb stop (Ford) B44-777M-NL or (Mueller) P-25155N	1			
8	3/4" Flare corporation stop, less copper tube nut (Ford) FB600-3-LN-NL or (Mueller) B-25000N	1			
9	1" Flare corporation stop, less copper tube nut (Ford) FB600-4-LN-NL or (Mueller) B-25000N	80			
10	1-1/4" Flare corporation stop, less copper tube nut (Ford) FB600-5-LN-NL or (Mueller) B-15000N	5			
11	1-1/2" Flare corporation stop, less copper tube nut (Ford) FB600-6-LN-NL or (Mueller) B-25000N	10			
12	2" Flare corporation stop, less copper tube nut (Ford) FB600-7-LN-NL or (Mueller) B-25000N	1			
13	3/4" Compression 45 degree bend (Ford) LA04-33S-NL or (Mueller) P-15075N	1			
14	3/4" Compression 90 degree bend (Ford) L04-33S-NL or (Mueller) P-15076N	1			
15	1" Compression 45 degree bend (Ford) LA04-44S-NL or (Mueller) P-15075N	20			
16	1" Compression 90 degree bend (Ford) L04-44S-NL or (Mueller) P-15076N	60			

RETURN WITH SUBMITTAL

EXHIBIT D

COST PROPOSAL FORM

INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

17	1-1/4" 90 degree bend female copper flare x copper flare (Mueller) H-15068N or (AY McDonald) 74776S	5			
18	1-1/4" Straight coupling female copper flare x compression copper (Mueller) H-15071N or (Ford) C04-55-NL	5			
19	1-1/2" Compression 45 degree bend (Ford) LA04-66S-NL or (AY McDonald) 74750ST-66	5			
20	1-1/2" Compression 90 degree bend (Ford) L04-66S-AWT-NL or (AY McDonald) 74776ST	5			
21	2" Compression 45 degree bend (Ford) LA04-77-NL or (AY McDonald) 74750ST-77	1			
22	2" Compression 90 degree bend (Ford) L04-77S-AWT-NL or (AY McDonald) 74776ST-77	1			
23	Smith-Blair double strap saddle w/flex blue coating stainless steel straps 4"x1-1/4" (317-048011-000)	2			
24	Smith-Blair double strap saddle w/flex blue coating stainless steel straps 4"x1-1/2 " (317-048013-000)	2			
25	Smith-Blair double strap saddle w/flex blue coating stainless steel straps 4"x2 "	1			
26	Smith-Blair double strap saddle w/flex blue coating stainless steel straps 6"x1-1/4" (317-069011-000)	5			
27	Smith-Blair double strap saddle w/flex blue coating stainless steel straps 6"x1-1/2 " (317-069013-000)	5			
28	Smith-Blair double strap saddle w/flex blue coating stainless steel straps 6"x2 "	1			
29	Smith-Blair double strap saddle w/flex blue coating stainless steel straps 8"x1-1/4" (317-090511-000)	1			
30	Smith-Blair double strap saddle w/flex blue coating stainless steel straps 8"x1-1/2 " (317-090513-000)	5			
31	Smith-Blair double strap saddle w/flex blue coating stainless steel straps 8"x2 "	1			
32	Smith-Blair double strap saddle w/flex blue coating stainless steel straps 10"x2 "	1			
33	Smith-Blair double strap saddle w/flex blue coating stainless steel straps 12"x2 "	1			
34	5' – 1-1/4" (Mueller) curb boxes H-10300 Minneapolis w/bushing	20			
35	6' – 1-1/4" (Mueller) curb boxes H-10300 Minneapolis w/bushing	80			
36	Curb box lid w/plug (Mueller) H-10300	40			
37	3/4"x1" Compression reducer (Ford) C44-34-NL or (Mueller) H-15403N	60			

RETURN WITH SUBMITTAL

EXHIBIT D

COST PROPOSAL FORM

INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

38	3/4" Copper to copper compression couplings (Ford) C44-33-NL or (Mueller) H-15403N	20			
39	1" Copper to copper compression couplings (Ford) C44-44-NL or (Mueller) H-15403N	10			
40	1-1/4" Copper to copper compression couplings (Ford) C44-55-NL or (Mueller) H-15403N	5			
41	1-1/2" Copper to copper compression couplings (Ford) C44-66-NL or (Mueller) H-15403N	5			
42	2" Copper to copper Compression couplings (Ford) C44-77-NL or (Mueller) H-15403N	1			
43	1-1/4"x6" Service box extensions w/set screws	10			
44	1-1/4"x12" Service box extensions w/set screws	10			

REPAIR CLAMPS

2" - 12": Smith-Blair 261, Ford FS1, Mueller 540, Cascade CR1, Romac SS1, or PowerSeal 3121AS

16": Smith-Blair 263, Ford FS2, Mueller 550, Cascade CR2, Romac SS3, or PowerSeal 3122AS

45	2"x7.5" Stainless steel full circle repair clamp	1			
46	2"x10" Stainless steel full circle repair clamp	1			
47	2"x12.5" Stainless steel full circle repair clamp	1			
48	2"x15" Stainless steel full circle repair clamp	1			
49	3"x7.5" Stainless steel full circle repair clamp	1			
50	3"x12.5" Stainless steel full circle repair clamp	1			
51	3"x15" Stainless steel full circle repair clamp	1			
52	4"x7.5" Stainless steel full circle repair clamp	1			
53	4"x7.5"x1"cc Stainless steel full circle repair clamp	1			
54	4"x12.5" Stainless steel full circle repair clamp	1			
55	4"x15" Stainless steel full circle repair clamp	1			
56	4"x20" Stainless steel full circle repair clamp	1			

RETURN WITH SUBMITTAL**EXHIBIT D****COST PROPOSAL FORM****INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS**

57	4"x25" Stainless steel full circle repair clamp	1			
58	4"x30" Stainless steel full circle repair clamp	1			
59	6"x7.5" Stainless steel full circle repair clamp	20			
60	6"x7.5"x1"cc Stainless steel full circle repair clamp	2			
61	6"x12"x1"cc Stainless steel full circle repair clamp	1			
62	6"x12"x1-1/2"cc Stainless steel full circle repair clamp	1			
63	6"x12"x2"cc Stainless steel full circle repair clamp	1			
64	6"x12.5" Stainless steel full circle repair clamp	20			
65	6"x15" Stainless steel full circle repair clamp	10			
66	6"x20" Stainless steel full circle repair clamp	5			
67	6"x25" Stainless steel full circle repair clamp	5			
68	6"x30" Stainless steel full circle repair clamp	5			
69	8"x7.5" Stainless steel full circle repair clamp	2			
70	8"x8"x1"cc Stainless steel full circle repair clamp	1			
71	8"x12.5" Stainless steel full circle repair clamp	5			
72	8"x15" Stainless steel full circle repair clamp	5			
73	8"x20" Stainless steel full circle repair clamp	1			
74	8"x24" Stainless steel full circle repair clamp	1			
75	8"x30" Stainless steel full circle repair clamp	1			
76	10"x10" Stainless steel full circle repair clamp	1			
77	10"x12.5" Stainless steel full circle repair clamp	1			

RETURN WITH SUBMITTAL**EXHIBIT D****COST PROPOSAL FORM****INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS**

78	10"x15" Stainless steel full circle repair clamp	1			
79	12"x12.5" Stainless steel full circle repair clamp	2			
80	12"x12"x1"cc Stainless steel full circle repair clamp	1			
81	12"x15" Stainless steel full circle repair clamp	1			
82	12"x20" Stainless steel full circle repair clamp	1			
83	12"x24" Stainless steel full circle repair clamp	1			
84	12"x30" Stainless steel full circle repair clamp	1			
85	16"x20" Stainless steel full circle repair clamp	2			
VALVES					
86	4" Mueller A2361-23 or AFC Series 2500 resilient wedge valve M.J.xM.J. (less accessories)	1			
87	6" Mueller A2361-19 or AFC Series 2500 resilient wedge valve flange x M.J. (less accessories)	1			
88	6" Mueller A2361-23 or AFC Series 2500 resilient wedge valve M.J.xM.J. (less accessories)	5			
89	8" Mueller A2361-19 or AFC Series 2500 resilient wedge valve flange x M.J. (less accessories)	1			
90	8" Mueller A2361-23 or AFC Series 2500 resilient wedge valve M.J.xM.J. (less accessories)	1			
91	10" Mueller A2361-23 or AFC Series 2500 resilient wedge valve M.J.xM.J. (less accessories)	1			
92	12" Mueller A2361-23 or AFC Series 2500 resilient wedge valve M.J.xM.J. (less accessories)	1			
93	4" Cut-in sleeve (Mueller) H-840 w/acc	1			
94	6" Cut-in sleeve (Mueller) H-840 w/acc	1			
95	6" MJ x PE Cut-in sleeve (Tyler) Dual-Purpose w/acc	1			
96	8" Cut-in sleeve (Mueller) H-840 w/acc	1			
97	10" Cut-in sleeve (Mueller) H-840 w/acc	1			
98	12" Cut-in sleeve (Mueller) H-840 w/acc	1			
99	Valve box w/lid 39"-60" (Tyler/Union 6850: 26T+36B)	20			
100	Valve box 5-1/4"x26" top section screw type (Tyler/Union)	10			

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EXHIBIT D

COST PROPOSAL FORM

INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

101	Valve box 5-1/4"x14" screw extension (Tyler/Union #58)	10			
102	Valve box 5-1/4"x24" screw extension (Tyler/Union #60)	10			
103	Valve box screw risers (Tyler/Union #69)	10			
104	6" Zinc-coated Ductile Iron water main Class 52 (unit of measure = feet)	60			
105	8" Zinc-coated Ductile Iron water main Class 52(unit of measure = feet)	20			
106	12" Zinc-coated Ductile Iron water main Class 52 (unit of measure = feet)	20			
107	16" Zinc-coated Ductile Iron water main Class 52 (unit of measure = feet)	20			
108	Valve Box Adaptor II Types A-G	20			

HYDRANTS

109	4'6" fire hydrant with 6" RW valve attached, less accessories (Mueller Super Centurian 250 A-421 in Safety Yellow)	1			
110	5'0" fire hydrant with 6" RW valve attached, less accessories (Mueller Super Centurian 250 A-421 in Safety Yellow)	1			
111	5'6" fire hydrant with 6" RW valve attached, less accessories (Mueller Super Centurian 250 A-421 in Safety Yellow)	1			
112	6'0" fire hydrant with 6" RW valve attached, less accessories (Mueller Super Centurian 250 A-421 in Safety Yellow)	2			
113	6'6" fire hydrant with 6" RW valve attached, less accessories (Mueller Super Centurian 250 A-421 in Safety Yellow)	2			
114	5'6" fire hydrant with M.J. shoe, less accessories (Mueller Super Centurian 250 A-421 in Safety Yellow)	1			
115	Traverse City hydrant steel stem 72-3/4" long	2			
116	Traverse City hydrant steel stem 78-3/4" long	6			
117	Traverse City hydrant steel stem 84-3/4" long	4			
118	Traverse City Hydrant Moulded Rubber valve	10			
119	Mueller Safety Flange Kit for A-421 hydrants	5			
120	Mueller hydrant 280356 4-1/2" Shoe repair kit	1			
121	Mueller hydrant 280358 4-1/2" Main Valve repair kit	4			
122	Mueller hydrant 280355 4-1/2" Bonnet repair kit	3			

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EXHIBIT D

COST PROPOSAL FORM

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123	Mueller hydrant 190353 A-45 4-1/2" Reverse main valve rubber	10			
124	Mueller hydrant 184092 A-11 Upper Stem 27-9/16"	5			
125	Mueller hydrant 184067 A-31 Lower Stem 57-5/16"	1			
126	Mueller hydrant 184068 A-31 Lower Stem 63-5/16"	5			
127	Mueller hydrant 184069 A-31 Lower Stem 69-5/16"	5			
128	Mueller hydrant 184077 A-31 Lower Stem 75-5/16"	2			
129	6" Mueller Hydrant Extension A-421	1			
130	12" Mueller Hydrant Extension A-421	1			
131	18" Mueller Hydrant Extension A-421	1			

SUPPLY

132	5'0" Eclipse #88-SS Extreme Cold Climate water Sampling Station, all stainless steel, with vent tube, less pump	2			
-----	---	---	--	--	--

PIPE FITTINGS

133	3/4" Heavy Protecto Caps	100			
134	6" Mega-Lug Retainer Glands (EBAA)	10			
135	8" Mega-Lug Retainer Glands (EBAA)	4			
136	10" Mega-Lug Retainer Glands (EBAA)	4			
137	12" Mega-Lug Retainer Glands (EBAA)	4			
138	17 lb. packaged Galvanic Anode w/ Stainless Steel EZ Strap by Cathodic Protection Mgmt., Inc. for up to 16" pipe	30			
139	4" Standard Pipe Coupling w/S.S. bolts & nuts: (Smith-Blair Quantum 461) or (Ford Ultra-Flex FC2W)	2			
140	6" Standard Pipe Coupling w/S.S. bolts & nuts: (Smith-Blair Quantum 461) or (Ford Ultra-Flex FC2W)	10			
141	8" Standard Pipe Coupling w/S.S. bolts & nuts: (Smith-Blair Quantum 461) or (Ford Ultra-Flex FC2W)	2			
142	4" Long Pipe Coupling w/S.S. bolts & nuts: (Smith-Blair Quantum 462) or (Ford Ultra-Flex Long Sleeve FC2W)	2			
143	6" Long Pipe Coupling w/S.S bolts & nuts: (Smith-Blair Quantum 462) or (Ford Ultra-Flex Long Sleeve FC2W)	10			
144	8" Long Pipe Coupling w/S.S. bolts & nuts: (Smith-Blair Quantum 462) or (Ford Ultra-Flex Long Sleeve FC2W)	2			

RETURN WITH SUBMITTAL**EXHIBIT D****COST PROPOSAL FORM****INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS**

145	10" Long Pipe Coupling w/S.S. bolts & nuts: (Smith-Blair Quantum 462) or (Ford Ultra-Flex Long Sleeve FC2W)	2			
146	12" Long Pipe Coupling w/S.S. bolts & nuts: (Smith-Blair Quantum 462) or (Ford Ultra-Flex Long Sleeve FC2W)	2			
147	16" Standard Pipe Coupling w/S.S. bolts & nuts: (Smith-Blair Quantum 442) or (Ford Ultra-Flex Coupling FC2W)	2			
148	4" 2-bolt coupling w/S.S. bolts & nuts: (Krausz Hymax 2) or (Romac Macro HP)	2			
149	6" 2-bolt coupling w/S.S. bolts & nuts: (Krausz Hymax 2) or (Romac Macro HP)	4			
150	8" 2-bolt coupling w/S.S. bolts & nuts: (Krausz Hymax 2) or (Romac Macro HP)	2			
151	10" 2-bolt coupling w/S.S. bolts & nuts: (Krausz Hymax 2) or (Romac Macro HP)	2			
152	12" 2-bolt coupling w/S.S. bolts & nuts: (Krausz Hymax 2) or (Romac Macro HP)	2			
153	16" 2-bolt coupling w/S.S. bolts & nuts: (Krausz Hymax) or (Romac Macro HP)	2			

TOTAL BID AMOUNT _____

Addenda Acknowledgement: The Bidder acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of this Bid/RFP.

Addendum(s) _____; _____; _____; _____

☐ **No addenda were issued.**

All bids must be signed by an authorized representative of the Bidder.

The undersigned hereby agrees to furnish and deliver the above specified item/service to the City of Wheaton in accordance with the Instructions, Provisions, and Specifications for the price(s) stated above.

Signature:_____
Date:

RETURN WITH SUBMITTAL

EXHIBIT D

COST PROPOSAL FORM

INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

Printed Name:

Title:

Company Name:

Address:

Email:

Failure to complete and return this form will be considered sufficient reason for rejection of the submittal.

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EXHIBIT E

NOTICE OF DEVIATIONS FORM

INVITATION TO BID #26-220

CITY OF WHEATON WATER SERVICE MATERIALS

NOTICE OF DEVIATIONS for the Specification Requirements: We deviate from the desired specifications of the City of Wheaton in the following areas (Please reference the specific requirement number):

☐ No Deviations

As best as can be ascertained, there are no deviations other than those listed.

Company Name: _____

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Failure to complete and return this form may be considered sufficient reason for rejection of the submittal.

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EXHIBIT F REFERENCES FORM

INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

Contractors must submit a list of five (5) references from organizations of comparable size and structure that have received these same services within the last five (5) years.

Organization Name _____
Address _____
Contact Person _____ Telephone Number _____
Email Address _____ Dates of Service _____
Type of Work _____
Project Total _____

Organization Name _____
Address _____
Contact Person _____ Telephone Number _____
Email Address _____ Dates of Service _____
Type of Work _____
Project Total _____

Organization Name _____
Address _____
Contact Person _____ Telephone Number _____
Email Address _____ Dates of Service _____
Type of Work _____
Project Total _____

Organization Name _____
Address _____
Contact Person _____ Telephone Number _____
Email Address _____ Dates of Service _____
Type of Work _____
Project Total _____

Organization Name _____
Address _____
Contact Person _____ Telephone Number _____
Email Address _____ Dates of Service _____
Type of Work _____
Project Total _____

Company Name: _____

Failure to complete and return this form will be considered sufficient reason for rejection of the submittal.

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EXHIBIT G

VENDOR CERTIFICATION FORM

INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

As a condition of entering a contract with the City of Wheaton, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned,

_____ being first duly sworn on oath, deposes and states that
(Officer or Owner of Company)

He/She is _____ (sole owner, partner, joint ventured, President, Secretary, etc.) of _____ and has the authority to make all certifications required by this affidavit.

This Business Firm is: (check one)

☐ Corporation

☐ Partnership

☐ Individual

☐ LLC

Firm Name: _____

Address: _____

Signature: _____

Print Name: _____

Title: _____

Phone #: _____

Fax #: _____

Email: _____

Date: _____

Operational Contact for this work

Name: _____

Phone #: _____

Email: _____

Sales Contact

Name: _____

Phone #: _____

Email: _____

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VENDOR CERTIFICATION FORM

INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

Billing Contact

Name:

Phone #:

Email:

CONFLICT OF INTEREST

Check One:

☐ **There are no conflicts of interest;** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm, or your firm's ownership, management or staff will immediately notify the City of Wheaton in writing.

☐ **There is an affiliation or business relationship** between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the City of Wheaton who makes recommendations to the City of Wheaton with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of Wheaton affiliate with whom you, your firm, or your firm's ownership, management, or staff, has an affiliation or a business relationship.

CONFLICT OF INTEREST DISCLOSURE*

Name of each City of Wheaton affiliate with whom you, your firm, or your firm's ownership, management, or staff, has an affiliation or a business relationship.

Name of City of Wheaton affiliate:

Relationship:

☐ Other:

***Disclosing a potential conflict does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City; vendor will be exempt from doing business with the City.**

PAYMENT OF TAXES

Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

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VENDOR CERTIFICATION FORM

INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

FEDERAL HIGHWAY ADMINISTRATION RULES ON CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING

Vendor is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that

_____ is/are currently participating.

(Name of employee/driver or "all employee drivers") in a drug and alcohol testing program pursuant to the aforementioned rules.

SUBSTANCE ABUSE

(Check one)

___ 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the City of Wheaton; or

___ 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

___ 4C. Not applicable to this contract.

BID RIGGING AND BID ROTATING

Vendor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state of the United States.

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

Vendor agrees that, to the extent required by the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et seq.), as now existing or hereafter amended, the undersigned shall comply with the Illinois labor employment requirements as set forth in the Act.

ILLINOIS PREVAILING WAGE ACT

Vendor is, to the extent required, in compliance with all requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

USA PATRIOT ACT

Vendor is not barred from bidding and/or contracting with a unit of state or local government as a result of a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001)(the "Patriot Act") and the USA Freedom Act, H.R. 2048, Pub. L. 114-23 which restored and modified the Patriot Act, or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and

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INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Contractor also certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism;

and Contractor further certifies that it is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

AMERICANS WITH DISABILITIES ACT

Vendor agrees, to the extent required by the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§12101 *et seq.*, the undersigned shall utilize standards and/or methods that do not discriminate against the disabled.

ILLINOIS STEEL PRODUCTS PROCUREMENT ACT

Vendor agrees, when applicable, that steel products used or supplied in the performance of the contract or any subcontract thereto shall be manufactured or produced in the United States, as required by the Illinois Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*

PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

Vendor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*

SAFETY

Vendor shall comply with all local, state, and federal safety standards.

DRUG FREE WORKPLACE

In compliance with State of Illinois Compiled Statutes, Chapter 30-580 (30 ILCS 580/30), the Contractor certifies and agrees that it will provide a drug free workplace by:

1. Publishing a Statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
- B. Specifying the actions that will be taken against employees for violations of such prohibition.
- C. Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a Drug Free Awareness Program to inform employees about:

- A. The dangers of drug abuse in the workplace;
- B. The Contractor's policy for maintaining a drug free workplace;
- C. Available counseling, rehabilitation, or assistance programs; and
- D. Penalties imposed for drug violations.

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3. Providing a copy of the Statement required by Section 1 to each employee engaged in the performance of the Agreement and to post the Statement in a prominent place in the workplace.
4. Notifying the contracting agency within ten (10) days after receiving notice under part (C), subsection (ii) of paragraph 1 above, from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

Failure to abide by this certification shall subject the Contractor to the penalties provided in the "Drug-Free Workplace Act."

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Section I: This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750 et seq; also known as Title 44: Government Contracts, Grantmaking, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to all Agencies.

Section II: In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service, work authorization status and further that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit, and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

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That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor or representative of the Contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.

That he or she will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III: For the purposes of subsection 7 of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

Company Name: _____

By: _____

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EXHIBIT G

VENDOR CERTIFICATION FORM

INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

(Signature)

Its: _____

(Title)

State of: _____

County of: _____

Signed and sworn (or affirmed) to before me on _____

(Date)

By _____

(Name of person making statement)

(Signature of Notary Public)

(Seal)

Failure to complete and return this form may be considered sufficient reason for rejection of the submittal. Document must be notarized.

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EXHIBIT H

VENDOR INFORMATION REPORTING FORM

INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

Business Name/Name of Sole Proprietor/General Contractor: _____

Are you a Subcontractor for the above project: ☐ Yes ☐ No Subcontractor Name: _____

The City of Wheaton is required under Section 200/18-50.2 of the Illinois Property Tax Code (35 ILCS 200/18-50.2) to collect and electronically publish information from vendors/contractors, and sub-vendors/subcontractors pertaining to their status as a minority-owned, women-owned, or veteran-owned business. Answers to the following questions will be electronically published on the City's website in compliance with the Property Tax Code's vendor information collection and reporting requirements. Current City Vendors/sub-vendors/contractors/subcontractors should return this form to the City within thirty (30) days of receipt of this form from the City. Vendors/Contractors seeking contract award are required to return this completed form with their submittal to the City.

Additionally, vendors/contractors are required to provide this form to all sub-vendors/subcontractors providing goods, work, or services to the City and shall return completed forms to the City's Procurement Officer prior to the subcontractor's performance of work or services.

1. A "minority-owned business" means a business which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it. 30 ILCS 575/2(A)(3)

A "women-owned business" means a business which is at least 51% owned by one or more women, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own it. 30 ILCS 575/2(A)(4)

A "veteran-owned business" means a small business (i) that is at least 51% owned by one or more qualified veterans living in Illinois or, in the case of a corporation, at least 51% of the stock of which is owned by one or more qualified veterans living in Illinois; (ii) that has its home office in Illinois; and (iii) for which items (i) and (ii) are factually verified annually by the Illinois Department of Central Management Services. 30 ILCS 500/45-57(e).

Is your business a

Minority-owned business as defined by 30 ILCS 575/2(A)(3)	☐ Yes	☐ No
Women-owned business as defined by 30 ILCS 575/2(A)(4)	☐ Yes	☐ No
Veteran-owned business as defined by 30 ILCS 500/45-57(e)	☐ Yes	☐ No

A business may indicate a "yes" answer for more than one category.

2. Has your business received certification from a certifying agency/organization? If not please check "not certified." If certified, please check all applicable certifications and indicate for which category(ies) identified in Question 1 your business is certified.

☐ Not Certified

☐ CMS - Illinois Department of Central Management Services Business Enterprise Program

☐ Minority-owned ☐ Women-owned ☐ Veteran-owned

☐ CMSDC-Chicago Minority Supplier Development Council

☐ Minority-owned ☐ Women-owned ☐ Veteran-owned

☐ City of Chicago

☐ Minority-owned ☐ Women-owned ☐ Veteran-owned

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EXHIBIT H

VENDOR INFORMATION REPORTING FORM

INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

☐ Cook County

☐ Minority-owned

☐ Women-owned

☐ Veteran-owned

☐ CTA-Chicago Transit Authority

☐ Minority-owned

☐ Women-owned

☐ Veteran-owned

☐ METRA

☐ Minority-owned

☐ Women-owned

☐ Veteran-owned

☐ PACE

☐ Minority-owned

☐ Women-owned

☐ Veteran-owned

☐ IDOT-Illinois Department of Transportation

☐ Minority-owned

☐ Women-owned

☐ Veteran-owned

☐ WBDC-Women's Business Development Center

☐ Minority-owned

☐ Women-owned

☐ Veteran-owned

☐ Mid-States Minority Supplier Development Center

☐ Minority-owned

☐ Women-owned

☐ Veteran-owned

☐ Self-certifying

☐ Minority-owned

☐ Women-owned

☐ Veteran-owned

☐ Other (Please specify): _____

3. If you answered "self-certifying" to Question 2, does your business qualify as a small business under the Federal Government's Small Business Administration (SBA) Standards? Please consult the U.S. Small Business Administration website's most current Table of Small Business Size Standards Matched to North American Industry Classification System codes located at [sba.gov/document/support-table-size-standards](https://www.sba.gov/document/support-table-size-standards) to provide the following information.

☐ Yes, self-certifying, SBA status indicated for business name listed on this form in SAM profile at SAM.gov.

☐ Yes, self-certifying SBA qualified small business because the average annual receipts for my business's NAICS U.S. industry title [INSERT INDUSTRY TITLE] _____, with an NAICS code of [INSERT NAICS CODE] _____ are less than the size standards (in millions of dollars) as listed in the U.S. Small Business Administration's Table of Small Business Size Standards, dated August 19, 2019.

☐ Yes, self-certifying SBA qualified small business because the average total employment for my business's NAICS U.S. industry title [INSERT INDUSTRY TITLE] _____, with an NAICS code of [INSERT NAICS CODE] _____ is less than the size standard (in number of employees) as listed in the U.S. Small Business Administration's Table of Small Business Size Standards, dated August 19, 2019.

☐ No, self-certifying but not an SBA qualified small business.

RETURN WITH SUBMITTAL

EXHIBIT H

VENDOR INFORMATION REPORTING FORM

INVITATION TO BID #26-220 CITY OF WHEATON WATER SERVICE MATERIALS

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Business Name: _____

Business Address: _____

Failure to complete and return this form will be considered sufficient reason for rejection of the submittal.

Statement of Non-Participation
INVITATION TO BID #26-220 – CITY OF WHEATON WATER SERVICE MATERIALS

If you do not intend to submit a response for this project, please complete this form and return it to:

Tony Sperkowski at asperkowski@wheaton.il.us

We do not wish to participate in this bid/proposal for the following reasons:

- ☐ Insufficient time to adequately prepare a respond.
- ☐ We do not provide this product or service. Remove us from the Vendors list.
- ☐ Our schedule will not permit us to perform in a timely manner.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ Other (explain below):

Company Name: _____

Address: _____

Signature: _____

Name of person submitting form: _____

Phone: _____

Email: _____

Date: _____

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, 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 instructions for Part II 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, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

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 are no longer 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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

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 U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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 ITIN. Enter it in the entry space for the Social security number. 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, 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 SSA office or get this form online at www.SSA.gov. You may also get this form by calling 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/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. 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, 4, or 5 below indicates 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 line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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 made in settlement of payment card and third-party network transactions, 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. 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
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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, 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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft 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. commonwealths and territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.