



## **Peoria Park District**

### **Invitation for Bid**

# **Golf Learning Center Commercial Kitchen Equipment and Installation 21-075-KE**

**DUE DATE:**

**Wednesday, February 19, 2025 at 10:00 am (local prevailing Peoria Time)  
Bids received after this time will not be accepted**

**Sealed bids will be received at the office of the:  
SECRETARY OF THE BOARD  
Peoria Park District  
1125 W. Lake Ave  
Peoria, IL 61614**

**Project Manager:  
Tammy Johnson  
Planner I  
Peoria Park District  
1314 N. Park Rd  
Peoria, IL 61604  
309-686-3362  
tjohnson@peoriaparks.org**

**February 5, 2025**

## ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Peoria Park District, Peoria, Illinois, hereinafter known as the Owner, for the following project:

Golf Learning Center  
Commercial Kitchen Equipment and Installation  
7815 N Radnor Rd  
Peoria, IL 61615

It is the intent of the Owner to receive sealed bids for the project listed above.

Sealed bids will be received until February 19, 2025 at 10:00 am prevailing time, by the Owner, at the Peoria Park District Administrative Office, 1125 W. Lake Ave., Peoria, Illinois 61614. (The Board Room clock shall be the official time keeping device in respect to the bid submission deadline.)

An electronic file including Bid Documents is available at [www.peoriaparks-planning.org](http://www.peoriaparks-planning.org) at no charge. Bid Documents, including Plans, Specifications and Interpretations for this project may be obtained at the Planning, Design & Construction Department, Bradley Park Equipment Service, 1314 N. Park Road, Peoria, IL 61604. Telephone (309) 686-3386. A non-refundable plan deposit of \$100 will be charged for each printed set of Bid Documents.

A list of planholders can be obtained upon request. This information will be available up to twenty-four (24) hours prior to the scheduled bid opening time. **After that deadline, no information pertaining to the project will be given.**

The successful Bidder will be required to furnish a 100% Performance Bond and a 100% Labor and Materials Payment Bond within ten (10) days of formal Award of Contract.

The general prevailing rate of wage for the Peoria area shall be paid for each craft or type of worker needed to execute this contract or perform this work as required by the State of Illinois Department of Labor. Additionally, it is required that provisions of the Illinois Preference Act, the Illinois Drug Free Workplace Act, and the Substance Abuse Prevention on Public Works Act must be adhered to. Bidders are also advised that contract documents for this project include the non-discrimination, equal opportunity and affirmative action provisions in the Human Rights Act and rules and regulations of the Department of Human Rights. The Peoria Park District is an AA/EEO organization and encourages participation by minority and female-owned firms.

The Peoria Park District reserves the right to reject any or all bids, waive technical deficiencies, informalities or irregularities or rebid any project.

PLEASURE DRIVEWAY AND PARK DISTRICT  
OF PEORIA, ILLINOIS

BY: ROBERT L. JOHNSON, SR., President

BY: ALICIA WOODWORTH, Secretary

## **INSTRUCTIONS TO BIDDERS**

**Acceptance of Bids** – The Board of Trustees of the Peoria Park District (hereinafter “Board”) reserves, without limitation, the right to waive any technical deficiencies in the bid process, to reject any and all bids, to accept any combination of bids, to waive any informalities or irregularities, and to negotiate contract terms with the successful bidder. The Board reserves, without limitation, the right to accept or reject all incomplete, non-conforming, non-responsive, unbalanced, obscure, or conditional bids, or bids which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Instructions to Bidders. The Board reserves the right to reject the bid of any bidder if the Board believes that it would not be in the best interest of the Park District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Park District. The Board further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible.

The Park District may make such investigations as the Park District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of bidders to perform and furnish the materials and/or services in accordance with the contract to the Park District's satisfaction within the prescribed time. Bidder shall furnish to the Park District, within 5 days of Park District's request, all such information and data for this purpose as the Park District may request. Information which may be requested by the Park District may include, but shall not necessarily be limited to, financial data, previous experience, present commitments, performance records, and a description of the bidder's plant and equipment. The Park District reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the Park District that such bidder is properly qualified to carry out the obligations of the contract.

**Contract Award** - The Board of Trustees of the Peoria Park District reserves the right to award a bid as it sees fit by selecting the lowest responsive responsible bidder, in its sole discretion. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the Park District, and the delivery terms will be taken into consideration in making the award. The District reserves the right to reject any bid which is, in the Board of Trustee's judgment, less capable of providing the high level of service required to complete the contract. Nothing in this bid package precludes the ability for the Park District to negotiate multiple contracts under this request nor is all work of a similar nature included.

**Closing Time** - The bid closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the bid is due. No bid will be opened after the closing time specified in the bid proposal.

**Prices Quoted** - Prices bid will be understood to be firm prices unless otherwise qualified by a bidder. Each bidder must bid unit prices and extend totals, if applicable. In case of an error in extension, the unit prices shall govern. All prices must be typewritten or written clearly in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid or his/her authorized representative. The prices quoted must be total prices, including such cost (when they apply) as packaging, transportation, placement in certain locations, assembly and installation, if any. No separate charges except those clearly recorded on this proposal

sheet will be allowed. Prices bid shall be held for no less than sixty (60) days from the date of the bid opening.

**Taxes** - The Peoria Park District is exempt from federal, state and local taxes. A certificate of exemption will be furnished upon request.

**Payment and Cash Discount** - Standard terms are Net 60. However, the Park District may take advantage of any cash discount offered in this proposal for prompt payment. Discount terms will be considered in determining the low bidder.

**Laws of the State of Illinois** – Contracts shall be entered into within the State of Illinois, and the laws of said state, whether substantive or procedural, shall apply to the Contract.

**Owner's Representative** – Tammy Johnson, Planner I, 309-686-3362.

**Cancellation** - The Park District reserves the right to cancel all or part of any contract if the contractor fails to perform any provisions in the contract, fails to make delivery within the time stated or as is in the best interests of the Peoria Park District.

**Default** – In case of default by Vendor, the Peoria Park District will procure the products or services from other sources and shall hold the Vendor responsible for any excess cost incurred.

**Addenda to the Bid Package** - Any changes, additions or deletions to the bid documents will be issued in the form of a written addendum issued by the Planning, Design and Construction Department of the Peoria Park District and will be distributed to all plan holders via email. All communication or questions pertaining to the bid shall be directed to the Tammy Johnson, Planner I, at 309-686-3362 or via email [tjohnson@peoriaparks.org](mailto:tjohnson@peoriaparks.org). Contact with all other park district staff is strictly prohibited during the bid process. Any vendor who desires a site visit for the purpose of inspecting buildings and/or equipment must schedule such visit with the Owner's Representative.

**Signatures** - Each bid must be signed by the bidder with his/her signature or by an agent authorized to bind the company to a contract. Bids by partnerships must be signed with the partnership name and one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter. All signature must be in ink and legible.

**Special Conditions** - Where special conditions are written in the specifications or Scope of Work, these conditions shall take precedence over any conditions listed under the "Instructions to Bidders".

**Delivery** – Prices bid shall be Free On Board (F.O.B.) to the location specified in the minimum specifications. Deliveries shall be coordinated with the Owner's Representative.

**Additional Copies of Specifications** - Bidders may secure additional copies of the bid specifications at no cost from the Peoria Park District Planning, Design and Construction Department.

**Bid Preparation Costs** - All costs incurred in the preparation and submission of bids and related documentation will be borne by the bidder.

**Bid Envelope Identification** – All bids must be returned in a sealed envelope marked with the name of the bid for identification of bid. Other forms or letters will not be accepted.

**Mailing of Bids** – All bid proposals are to be mailed or delivered to the following:

Secretary of the Board  
Peoria Park District  
1125 W. Lake Ave  
Peoria, IL 61614

The Park District assumes no responsibility for prompt and timely delivery of U.S. Mail or any other courier.

**Copeland “Anti-Kick Back” Act** – Bidder shall comply with the Copeland “Anti-Kick Back” Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). The Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he is otherwise entitled.

**Human Rights Act** – The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discriminations, and having written sexual harassment policies (775 ILCS 5/2-105).

**Freedom of Information Act** – Procurement information shall be a public record subject to disclosure to the extent provided in the Illinois Freedom of Information Act (5 ILCS 140) and shall be available to the public as provided by the Peoria Park District Freedom of Information Policy.

**Conflict of Interest** – Bidder certifies that no officer, agent or employee of the Peoria Park District who has an economic interest in the bid or proposal has participated in the bid or contract negotiations on the part of the Park District. Bidder further certifies that the bid is made in good faith without collusion or fraud and is competing solely on its own behalf without obligation to any undisclosed person or firm.

**Audit Rights** – Bidder agrees the Peoria Park District or its representatives shall have the right to examine any and all records which directly relate to this project.

**Hold Harmless and Indemnification Agreement** – To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Peoria Park District and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney’s and paralegal’s fees and court costs), arising out of or resulting from the performance of the Vendor’s work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act of omission of the Vendor, and Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to

any party of person described in this Paragraph. Vendor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Vendor's breach of any of its obligations under, or Vendor's default of, any provision of the Contract.

**No Strike Guarantee** - In the event of any labor stoppage or slow down, Contractor shall be obligated to take all steps necessary in order to continue providing all services per the bid documents. No additional fees shall be allowed for measures taken to fulfill the contract.

**Nonexclusive Contract** – The contract shall be a nonexclusive contract with the Peoria Park District.

**Assignment and Subcontracting** – The successful vendor shall not assign, subcontract or otherwise transfer the duties and/or obligations of the services outlined in the Request for Bid without the prior written consent of the Peoria Park District. Such consent shall not release the contract from any obligations and/or liabilities under the agreement.

**Waiver of Protest** – By submitting a response to this Bid, each bidder expressly waives any and all rights that it may have to object, protest, or seek legal remedies whatsoever regarding any aspect of this request, the District's selection of the top bidder(s), the District's rejection of any or all responses, and any subsequent agreement(s) that might be entered into as a result of this Bid. Each bidder acknowledges, by response of a bid, that it is aware of and is voluntarily relinquishing its right to object, protest, or judicially challenge the solicitation, evaluation and award process as described in this Invitation for Bid.

## **SCOPE OF WORK**

The Peoria Park District is seeking bids from qualified suppliers and installers for the purchase and installation of commercial kitchen equipment at the District's Golf Learning Center.

**Brand Names** - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance, and design.

**Alternate Bids** - Bidders offering quotations on items other than the specified brand and model number shall provide complete descriptive literature in sufficient detail to indicate the item bid meets or exceeds specifications. Failure to supply such information may result in rejection of your bid or on the item in question. Alternate bids must be clearly marked as such and deviations from the specifications must be plainly noted. The District reserves the right to determine the acceptability of any item offered as an equal to the one specified.

**Supplies** – The bidder, when submitting their bid package, shall take into consideration all necessary supplies and equipment which are required for installation or to fulfill the terms of the contract. No additional compensation will be allowed for additional supplies or equipment.

**Subcontractors** – Notice must be given prior to any work being performed by a subcontractor. Subcontractors must abide by the conditions set forth in the contract, including insurance requirements and must be approved by the District in advance. If not approved in advance by the District, payment shall be withheld.

### **Performance Bond/Labor and Material Payment Bond & Insurance -**

- A. **BONDS REQUIRED.** Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within ten (10) calendar days after award of contract, furnish Surety Bonds in penal sums, each not less than the amount of the Contract as awarded as security for the faithful performance of the Contract (Performance Bond), and for the payment (Labor and Materials Payment Bond) of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services employed or used by him in performing the work.
- B. **FORM OF BONDS.** Such bonds shall be in the same form as the samples included herein and shall bear the same date as or a date subsequent to that of the Agreement. The current Power of Attorney for the person who signs for any Surety Company shall be attached to such Bonds. Bonds shall be signed by a Guaranty or Surety Company acceptable to the District.
- C. **COST OF PERFORMANCE BOND/LABOR AND MATERIAL PAYMENT BOND.** All costs for the Performance Bond/Labor and Material Payment Bond shall be included in the submitted Bid Price.
- D. **INSURANCE.** Insurance requirements for this project are addressed in "Attachment A.6" attached.
- E. **TIME FRAMES.** The successful Bidder shall, within ten (10) days after award of contract by the Board of Trustees, submit Proof of Insurance coverages/Bonds in the form and amounts

required to the Parks Agent. Should the Bidder be unable to provide the required Proof of Insurance(s)/Bonds within the specified ten-day period the District reserves the right, at its sole discretion, to withdraw its award of contract from that Bidder.

**Wage Standards** – A portion of this project is considered a public works project and will be subject to The Prevailing Wage Act.

Wages and benefits to employees shall comply with all Federal and State of Illinois statutes pertaining to public works projects and specifically: Wages of Employees on Public Works [820 ILCS 130/1 - 12].

Not less than the prevailing rate of wages plus benefits as determined by the Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. All contractor's bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by this bid specification or contract.

The terms “general prevailing rate of hourly wages”, “general prevailing rate of wages” or “prevailing rate of wages” when used in this Act mean the hourly cash wages plus fringe benefits for training and apprenticeship programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training, health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

Contractors and subcontractors shall submit proof to the Park District of certified payroll submission to the Illinois Department of Labor on a monthly basis in compliance with the Illinois Prevailing Wage Act. These records will be kept by the Park District for three years and may be reviewed by others through the Freedom of Information Act (FOIA). The Park District will exclude employee's address, telephone number, and social security number from public inspection.

**Delivery** – Prices quoted shall be free on board to the Peoria Park District warehouse located at:

Equipment Service Center  
1314 N Park Rd  
Peoria, IL 61604

Warehouse delivery hours are Monday – Friday, 7:00 am to 2:30 pm. Deliveries shall be scheduled in advance with the District. Products delivered that do not meet minimum specifications shall be returned to the vendor at vendor's expense. A loading dock and forklift are available to assist in delivery.

**Basis of Payment and Invoicing** – All invoices with corresponding purchase order number listed, shall be submitted via email to [TJohnson@peoriaparks.org](mailto:TJohnson@peoriaparks.org) or by mail to the following address:

Peoria Park District  
Planning Department  
Attn: Tammy Johnson  
1314 N. Park Road  
Peoria, IL 61604

**Nonexclusive Contract** - The contract shall be a nonexclusive contract with the Peoria Park District. The District reserves the right to use other vendors or its own employees to perform work similar to that being performed under the terms of this agreement.



**Questions** - All questions or requests for information pertaining to the bid shall be submitted in writing to [tjohnson@peoriaparks.org](mailto:tjohnson@peoriaparks.org) prior to 3:00 pm, prevailing Peoria time, on Wednesday, February 12, 2025 to allow sufficient time for an addendum to be issued. The bid name and number should be listed in the subject line.



Pleasure Driveway and Park District of Peoria, Illinois  
**Sample Agreement Between Owner and Contractor**

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This **AGREEMENT** for

GOLF LEARNING CENTER  
COMMERCIAL KITCHEN EQUIPMENT AND INSTALLATION  
7815 N RADNOR RD  
PEORIA, IL 61615

is made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of Two Thousand Twenty-Five (2025)

**Between the Owner:**

PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, ILLINOIS  
1125 W. LAKE AVENUE  
PEORIA, IL 61614

**And the Contractor:**

**The Owner's Representative is:**

PLANNING, DESIGN AND CONSTRUCTION DEPARTMENT  
1314 N. PARK ROAD  
PEORIA, IL 61604

**The Architect or Engineer is:**

N/A

The Owner and Contractor agree as follows:

**I. THE CONTRACT DOCUMENTS.** The Contract Documents consist of this AGREEMENT, all sections of the Project Manual dated February 5, 2025, including but not limited to the Instructions to Bidders, the Scope of Work, the Bid Form, and including addenda issued prior to the execution of this AGREEMENT. The Contract Documents form the CONTRACT between the Owner and the Contractor. The CONTRACT represents the entire and integrated contract for the construction of the Work of the Project between the parties hereto and supersedes prior proposals, contracts, negotiations, or representations, either written or oral.

**II. THE WORK OF THE CONTRACT.** The Contractor shall execute the entire Work described in the Contract Documents, unless modified in Section XI of this AGREEMENT.

**III. BASIS OF PAYMENT.** The Work of the CONTRACT shall be performed on a Lump Sum basis.

**IV. CONTRACT SUM.** The Owner shall pay the Contractor the sum of

(and incorporates the acceptance of bid alternates as defined in sub-paragraph "A", below) for the Contractor's performance of the Work required by the Contract Documents, subject to modifications made by Owner approved Change Orders. If this CONTRACT calls for a unit price basis of payment, the contract sum stated above shall be adjusted by Change Order based upon multiplying the unit prices submitted by the Contractor on the Bid Form (and included herein as an Attachment to this CONTRACT) times (x) the actual quantities installed.

**A. ACCEPTANCE OF ALTERNATES.** The contract sum stated above is based on the acceptance of the following alternates, which are described in the Project Manual:

<u>ITEM</u>	<u>ADD</u>	<u>DEDUCT</u>

**V. DATES OF COMMENCEMENT AND COMPLETION OF THE WORK.** The Owner's Representative will issue a written Notice to Proceed with the Work of the Project after receiving the required Performance Bond, Labor and Material Payment Bond, and Certificate of Insurance (in proper form and providing the required coverages and amounts from a company [or companies] acceptable to the Owner, and naming the Owner as an Additional Insured), and any other pre-construction submittals required by the Contract Documents. The Contractor hereby acknowledges and agrees that failure to provide such submittals in a timely manner shall not be cause to adjust the date(s) for completion of the Work.

- A. LIQUIDATED DAMAGES.** Owner and Contractor recognize that time is of the essence of this CONTRACT and that Owner will suffer financial loss if the Contractor has not achieved Substantial Completion and Final Completion of the Work within the time specified below, plus any extensions thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time.
- B. SUBSTANTIAL COMPLETION.** Accordingly, instead of requiring any such proof, Owner and Contractor agree that as Liquidated Damages for delay (but not as a penalty), Contractor shall pay Owner Two Hundred Fifty Dollars (\$250.00) for each calendar day that expires after Ninety-Three (93) calendar days from Notice of Award until Substantial Completion is attained. The work is tentatively scheduled to begin on February 27, 2025 and be at Substantial Completion by May 31, 2025.
- C. FINAL COMPLETION.** After Substantial Completion if Contractor shall neglect, refuse, or fail to complete the remaining Work necessary to achieve Final Completion within Fourteen (14) calendar days or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Fifty Dollars (\$250.00) for each day that expires after the time specified.

**VI. PROGRESS PAYMENTS, REDUCTION OF RETAINAGE AND FINAL PAYMENT.**

- A.** Unless otherwise specified elsewhere in the Contract Documents, the Contractor may submit monthly applications for progress payments ("Application for Payment") to the Owner's Representative. Each Application for Payment must be certified by the Architect or Engineer (if applicable), or the Owner's Representative if an Architect or Engineer has not been engaged for construction phase services. An Application for Payment shall be for a period of no less than one calendar month ending on the last day of the month, unless otherwise approved in writing by the Owner's Representative. Application forms shall be subject to Owner's approval. Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor, in accordance with the Contract Documents. The Schedule of Values shall be approved by the Owner's Representative and the Architect or Engineer (if applicable) in advance of the Contractor's first Application for Payment and the approved schedule shall be used by the Contractor as the basis for submitting payment requests. The Owner's Representative and/or Architect/Engineer's (if applicable) approval of the

Schedule of Values shall not constitute a complete check for accuracy, and shall not relieve the Contractor from responsibility for errors of any sort.

- B. An Application for Payment (certified by the Architect or Engineer, if applicable) shall be submitted to the Owner's Representative no later than the fifth (5th) day of the month following the period for which the application is being submitted. In such case, the Owner shall make the progress payment to the Contractor not later than the twentieth day of the next month. A progress payment request on an Application for Payment (certified by the Architect or Engineer, if applicable) received by the Owner's Representative after the fifth (5th) day of a month shall be made by the Owner not later than forty-five days after receipt by the Owner's Representative.
- C. Based upon its review of the certified (by the Architect or Engineer, if applicable) Application for Payment, the Owner shall make a progress payment to the Contractor in such amount as the Owner reasonably determines is properly due, subject to a retainage of ten percent (10%) of the value of the Work completed and covered by the Application for Payment, less the aggregate of previous payments in each case. In determining the amount properly due, the Owner shall consider the value of labor, materials and equipment incorporated in the Work, or properly allocable to materials and equipment suitably stored at the site or at some other location previously agreed upon in writing by the parties. The Owner's Representative shall have the sole right to determine that materials or equipment stored off-site have been properly delivered, protected, and/or secured. The Owner's Representative (or the Architect or Engineer, if applicable) may nullify or withhold a Certificate of Payment, in whole or in part, for the reasons set forth in Section 9.5 of the General Conditions. Upon Substantial Completion of the Work, the Owner shall pay the Contractor a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Owner's Representative shall determine for incomplete work and unsettled claims.

**VII. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner when 1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and 2) a final Certificate of Payment has been issued by the Architect/Engineer or Owner's Representative; such final payment shall be made by the Owner not more than forty-five (45) days after the receipt of the final Certificate of Payment by the Owner.**

**VIII. CHANGE ORDERS.** The Owner and Contractor agree that changes in the Work are sometimes required and necessary, and that timely: **a) submission of proposed changes in the Work or the scope of Work by the Owner, b) pricing by the Contractor, c) review by the Owner's Representative and/or Architect/Engineer, and d) final approval by the Owner** are necessary in order to assure that the Work of the Project is completed on schedule. The Contractor hereby acknowledges and agrees that an increase in the scope of the Work does not grant or imply an increase in the Contract Time, unless specifically so stated on the final approved Change Order. The Contractor also agrees that any and all Work which deviates from the plans and specifications and/or results in additional Work performed by Contractor's forces, including those of his sub-contractor's, will not result in additional expense to the Owner, unless finally approved both by the Owner and the Architect/Engineer (if applicable) prior to the additional Work being performed. No claim for an addition to the Contract Sum shall be valid unless approved by a written Change Order signed by the Owner and the architect/engineer (if applicable) prior to the additional Work being performed.

**IX. TERMINATION OR SUSPENSION.** The CONTRACT may be terminated by the Owner or the Contractor as provided by Article 14 of the General Conditions. The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

**X. ENUMERATION OF CONTRACT DOCUMENTS.** The Contract Documents, except for modifications issued after the execution of this Agreement, consist of:

- A. this Standard Form of Agreement Between Owner and Contractor, of the Pleasure Driveway and Park District of Peoria, Illinois.
- B. Supplementary and other Conditions of the CONTRACT, and the Specifications, are those found in the Project Manual titled "Golf Learning Center – Commercial Kitchen Equipment and Installation", and dated February 5, 2025 enumerated as follows:
  - 1) Instructions to Bidders
  - 2) Scope of Work

- 3) Bid Form
- 4) Company Ownership Certification
- 5) Peoria Park District Certificate of Equal Employment Opportunity Compliance for Contractors and Vendors
- 6) Certification of Compliance for Listed Provisions and Laws
- 7) Workforce Profile
- 8) Performance Bond
- 9) Labor and Material Payment Bond
- 10) Proof of Insurance
- 11) Attachment A.6 - Insurance Requirements
- 12) IDOL Prevailing Wages of Peoria County
- 13) Proof of Certified Payroll Submitted to IDOL per "The Illinois Prevailing Wage Act"

**XI. MISCELLANEOUS PROVISIONS.** Other Provisions of this Agreement are as follows:

This AGREEMENT is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect/Engineer (if any) for use in the administration of the CONTRACT, and one to the Owner.

**OWNER:**

**CONTRACTOR:**

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

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

ROBERT L. JOHNSON, SR., Park Board President

\_\_\_\_\_  
(Printed Name and Title)

ATTEST:

ATTEST:

**PERFORMANCE BOND**

**TO: PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA  
PEORIA, ILLINOIS**

**KNOW ALL MEN BY THESE PRESENTS;**

That \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_ as  
corporation of the State of \_\_\_\_\_, as Surety, are held and firmly bound unto the  
PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, PEORIA, ILLINOIS, as Obligee, in the amount of \_\_\_\_\_  
(\$ \_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 20 \_\_\_\_\_ entered into a contract  
with Obligee for \_\_\_\_\_  
in accordance with contract documents prepared by the Architect-Engineer, which Contract is by reference made a part hereof and  
is hereinafter referred to as "the Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall promptly and faithfully  
perform the Contract and all changes thereof, and during the life of any guaranty or warranty required under the Contract, and, if  
Principal shall fully secure and protect the Obligee from all liability and from all loss or expense of any kind, including all court  
costs, engineering fees and attorneys' fees made necessary or arising from the failure, refusal or neglect of Principal to comply  
with all obligations assumed by Principal in connection with the performance of the Contract and all changes thereof, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof. Whenever  
Principal shall be and is declared to be in default under the Contract, Obligee having performed Obligee's obligations thereunder,  
Surety shall, after notice of such default, reserve all rights against all parties, take over and complete the Contract and become  
entitled to payment of the balance of any monies due or to become due to such defined Principal in accordance with the progress  
of the work.

A condition of this Bond is that the Principal shall faithfully perform in accordance with the prevailing wage clause provided in  
the bid specification or Contract pursuant to Illinois Compiled Statutes 820 ILCS 130/1 *et. seq.*

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named  
herein.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**CONTRACTOR**

\_\_\_\_\_  
Contractor Firm Name

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

\_\_\_\_\_  
Title

**SURETY**

\_\_\_\_\_  
Surety Name

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Resident Agent

ATTEST:

\_\_\_\_\_  
Corporate Secretary (Corporations only)

**LABOR & MATERIAL PAYMENT BOND**

**TO: PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA  
PEORIA, ILLINOIS**

**KNOW ALL MEN BY THESE PRESENTS:**

That: \_\_\_\_\_

as Principal, and \_\_\_\_\_

\_\_\_\_\_ a corporation of the State of \_\_\_\_\_ as Surety, are held and firmly bound unto the PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, PEORIA, ILLINOIS, as Oblige, for the use and benefit of claimants as hereinafter defined in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 20 \_\_\_\_\_, entered into a Contract with Oblige for \_\_\_\_\_

\_\_\_\_\_ in accordance with contract documents prepared by the Architect-Engineer which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract".

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if Principal shall promptly pay for all laborers, workers and mechanics engaged in the work under the Contract, and not less than the general prevailing rate of hourly wages of a similar character in the locality in which the work is performed, as determined by the State of Illinois Department of Labor pursuant to the Illinois Compiled Statutes 820 ILCS 130/1 et. seq. and for all material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. A claimant is defined as any person, firm, or corporation having contracts with the Principal or with any of Principal's subcontractors for labor or materials furnished in the performance of the Contract on account of which this Bond is given.

2. Nothing in this Bond contained shall be taken to make the Oblige liable to any subcontractor, materialman or laborer, or to any other person to any greater extent than it would have been liable prior to the enactment of The Public Construction Bond Act, approved June 20, 1931, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of the Contract shall have no right of action unless he shall have filed a verified notice of such claim with the Oblige within 180 days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business within the State the principal place of business of the corporation, and in all cases of partnership the names and residences of each of the partners, the name of the Contractor for the Oblige, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the Contract is to be performed. No defect in the notice herein provided for shall deprive the claimant of its right of action under the terms and provisions of this Bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same.

3. No action shall be brought on this Bond until the expiration of 120 days after the date of the last item of work or of the furnishing of the last item of material except in cases where the final settlement between the Oblige and the Contractor shall have been made prior to the expiration of the 120 day period, in which case action may be taken immediately following such final settlement; nor shall any action of any kind be brought later than 6 months after the acceptance by the Oblige of the work. Such suit shall be brought only in the circuit court of this State in the judicial district in which the Contract is to be performed.



4. Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.
5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
6. The Principal and Surety shall be liable for any attorneys fees, engineering costs, or court costs incurred by the Obligee relative to claims made against this Bond.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR**

**SURETY**

Contractor Firm Name:

\_\_\_\_\_

\_\_\_\_\_

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

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Title

\_\_\_\_\_  
Resident Agent

ATTEST:

\_\_\_\_\_  
Corporate Secretary (Corporations only)

## REQUIRED DOCUMENTS

The following forms must be completed and submitted with each bid. Failure to do so may result in the disqualification of the submitted bid.

- **Bid Form**
- **Company Ownership Certification**
- **Certificate of Equal Employment Opportunity Compliance**
- **Certification of Compliance of the Listed Provisions and Laws**
- **Workplace Profile**
- **W-9 Request for Taxpayer Identification Number and Certification**
- **Certificate of Insurance** – Bidder shall carry and maintain insurance per requirements listed in attachment including coverage of all potential workers, including owners, co-owners, relatives, substitutes and supervisors. Proof of coverage must be submitted with the proposal on an ACORD 25-S form. The Peoria Park District must be named as additional insured on an ISO Endorsement Form CG 20 26 10 which must accompany the ACORD 25-S certificate of insurance. Insurance must cover all potential workers, including owners, co-owners, relatives, subcontractors and supervisors.

**BID FORM**  
**GOLF LEARNING CENTER - COMMERCIAL KITCHEN EQUIPMENT AND INSTALLATION**  
**21-075-KE**

ITEM #	ITEM DESCRIPTION	QTY	UNIT COST	TOTAL COST	LEAD TIME	WARRANTY TERMS (IF APPLICABLE)
1	Fryer Battery, Gas: Pitco Frialator; SGLVRF-2/FD; Solstice Supreme Reduced Oil Volume Fryer Syst. 69.06hx43.25wx35d; 115v/50/60/1-ph, 7.5+0.7 amps, cord; 3/4" 125,000 BTU natural gas; 4 casters in lieu of standard legs;	1				
2	Blue Hose Gas Connector Kit: Dormont Manuf; 1675KIT60;	5				
3	Fryer Battery, Gas_complete assembly: Pitco Frialator; SSH75-2FD; Solstice Supreme High Effic Prepackaged Fryer Syst ; 115v/60/1-ph, 1.7+7 amps; 1" 210,000BTU; Model P6072184 Basket, (2) oblong/twin size; Model P6072186 Tank screen-mesh, 17-1/2" x 17-1/2"; Model B3901504 Casters, 9" adjustable swivel non-lock rear & lock front casters;	1				
4	Griddle, Gas, Countertop: Accu Steam; GGF1201A4850-T1; 19.44hx48.25wx38.3d; 120v/60/1-ph, cord & plug; 3/4" 85,000BTU;	1				
5	Charbroiler, gas, Countertop: Vulcan; VACB47; 15.5hx46.88wx31d; 3/4", 136,000BTU; natural gas;	1				
6	Equip Stand, Refrig Base: Turbo Air; TCBE-48SDR-N; 25.25hx47.63wx32d; 115v/60/1-ph, 3 amp, cord & plug; 2 sets caster set, swivel, locking front wheels, standard;	2				
7	Range 60", 10 open burners_complete assembly: Vulcan; SX60-10BN; 58hx60wx32d; 3/4", 340,000BTU; Model OVNRAK-SX Oven Rack, for SX Series standard ranges; Model CASTERS-RR6 Casters, 5" (set of 6) (2 with locks)	1				
8	Salamander Broiler, gas_complete assembly: Vulcan; 36RB-N; 17.63hx36wx19d; ; 3/4", 50,000BTU; Model WALLMNT-CHRBKR Wall mount brackets, stainless steel (set); Model BOTTOM-SLMNDR Stainless bottom panel	1				
9	Worktop Freezer: Atosa USA; MGF8413GR; 39.8hx48.3wx30d; 115v/60/1-ph, cord & plug;	1				
10	Dishtable, soiled L shape_complete assembly: Advance Tabco; DTS-G70-60L; 44h: 1-1/2" drain; Model K-460A Installation, disposal cone with 14" x 16" control bracket & faucet holes; Model K-37 Anti-Siphon vacuum breaker holes; 4 ft Model DTA-79 Double Sided Slant Tubular Rack Sorting Shelf, table mounted; 1 Model DTA-SS-54 Dishtable Undershaft, 54"w x 24"d, adjustable die cast leg clamps, stainless steel	1				
11	Disposer_complete assembly: InSinkErator; SS-300-12A-CC202; 208/60/3-ph, 6 amp; 1/2" cold, 3" drain; Short disposer body height, 3-1/2" shorter than standard; Model SYPHON STD Syphon breaker standard, 1/2";	1				
12	Dishwasher, Door type, ventless_complete assembly: CMA Dishmachines; 180-VL; 86.3hx25.5wx29d with booster heater and tank heater; 208/60/3-ph, 6 amp, 49 amps, 12kW + 6 kW; 1/2" cold, 1/2" hot, 2" indirect size drain; 3 doors, standard; Safe-T-Temp feature; Splash Prevention Panel; Drain Water Tempering Kit	1				
13	Clean Dishtable_complete assembly: Advance Tabco; DTC-S70-36R-X; 44hx35wx30d; Model DT-42-EC-X Special Value Sorting Shelf, wall mounted, traditional design, 42"W; Model DTO-42-EC-X Special Value Sorting Shelf, wall mounted, tubular design, 42"W; Model DTA-SS-24 Dishtable Undershaft, 24"W x 24"D, adjustable die cast leg clamps, stainless steel (size undershaft to be at least 6" shorter than dishtable)	1				

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**21-075-KE**

ITEM #	ITEM DESCRIPTION	QTY	UNIT COST	TOTAL COST	LEAD TIME	WARRANTY TERMS (IF APPLICABLE)
14	3 Compartment Sink_complete assembly: Advance Tabco; FE-3-1620-18RL-X; 43.5hx84wx25.75d; (3)1-1/2", 2" drain; 3 ea Model K-5 Drain, twist operated, 2" NPT & 1-1/2" IPS outlet connections; 3 ea Model K-4 Support Bracket, for lever waste drain handle, (1) support required for each lever drain	3				
15	Hand Sink: Advance Tabco; 7-PS-23-EC-SP-X; 13hx12wx16d;	2				
16	Trash Receptacle_complete assembly: Winco; PTC-23B/DWR-1708; 29.88hx20.13wx10.88d; 4 ea Model PTCL-23B Cover, for PTC-23B, polypropylene, brown; 4 ea Model DWR-1708 Trash Can Cart, 18-1/2"L x 9-1/2"W x 7"H, rectangular, fits 23 gal. standard slim trash cans (PTC- series), 400 lb. capacity, (4) 3-3/4" dia. casters, wire construction;	4				
17	Work Table w/ Prep Sink: Advance Tabco; KLAG-11B-304L-X; 40.5hx48wx30d; Water, 1-1/2" indirect drain	1				
18	Work Table Stainless Top: Advance Tabco; KSLAG-304-X; 40.5hx48wx30d;	1				
19	Undercounter Refrigerator: Atosa USA; MGF8404GR; 34.13hx72.69wx30d; 115/60/1-ph, 2.8 amps;	1				
20	Conveyor Oven, Electric_complete assembly: Ovention; Matchbox M1718; 20.25hx61.89wx34.6d; 208/240/60/1-ph, 49 amps; 1 ea Model M1718 208-240v/60/1-ph, 49.0 amps, 12.3kW, cord & NEMA 6-50P, US only; 1 ea Front mounted, dual touchscreen controls, standard	1				
21	Pizza Prep Refrigerator_complete assembly: Atosa USA; MPF8202GR; 67wx33-1/10dx44h; 115/60/1-ph, 2.8 amps; 1 ea Model MROS-67P Overshelf, double, for pizza prep table, 67"W x 14"D x 47"H, sound deadened, adjustable, 18/430 stainless steel, NSF; 1 ea 1/3 size, 4" deep metal pans and dividers	1				
22	Sandwich/Salad Prep Refrig_complete assembly: True Mfg-Gen Foodserv.; TSSU-60-16D-4-HC; 36.75hx60.38wx30.13d; 115/60/1-ph, 6.5 amps; 1 ea Double Overshelf, 60-3/8"W x 16"D x 33-1/32"H, for TSSU/TUC/TWT-60, TPP-60/TUC/TWT-60-32 & Mega, stainless steel; 1 ea Castors, 5" (36" work surface height) standard	1				
23	Hot Food Serv Counter/Table_complete assembly: Vollrath; 38214; 34hx60.69wx29.5d; 120/60/1-ph, cord & plug, 23.3 amps, NEMA 5-30P, MOCP 30; 1 ea Model 38034 ServeWell® double-deck Overshelf, 61-1/4"W x 10"D x 26"H, Stainless Steel-300 series, heavy gauge; 1 ea Model 3809934 ServeWell® Caster Set, 4" dia., ADA height, (2) with brakes, (2) without brakes;	1				
24	Reach In Undercounter Freezer_complete assembly: True Mfg-Gen Foodserv.; TUC-48F-D-4-HC; 29.75hx48.38wx30.13d; 115/60/1-ph, cord & plug, 5.4 amps, NEMA 5-15P; 1 ea Bolt locks, factory installed, standard; 1 ea Double Overshelf, 48-3/8"W x 16"D x 33-1/32"H, for TSSU/TUC/TWT-48 & Mega, stainless steel; 1 ea Castors, 5" (36" work surface height) standard	1				
25	Work Table, Stainless: Advance Tabco; SLAG-246-X; 35.5hx72wx24d;	1				

**BID FORM**  
**GOLF LEARNING CENTER - COMMERCIAL KITCHEN EQUIPMENT AND INSTALLATION**  
**21-075-KE**

ITEM #	ITEM DESCRIPTION	QTY	UNIT COST	TOTAL COST	LEAD TIME	WARRANTY TERMS (IF APPLICABLE)
26	Sandwich/Salad Prep Refrig: Turbo Air; TST-72SD-D6-N; 37hx72.62wx30d; 115/60/1-ph, cord & plug, 9.9 amps, NEMA 5-15P;	1				
27	Undercounter Refrigerator_complete assembly: Turbo Air; TUR-48SD-D4-N; 35.63hx48.25wx31d; 115/60/1-ph, cord & plug, 2.4 amps, NEMA 5-15P; 1 ea Self-cleaning condenser device equipped, standard; 1 ea Drawer pan support bars included, standard; 1 st Caster Set, swivel, locking front wheels, standard;	1				
28	Dish Cabinet: John Boos; 4DC04-1848; 35hx48wx18d;	1				
29	Smoker Oven_complete assembly: Alto-Shaam; 1750-SK; 57hx25.69wx33.63d; 208/240/50/60/1-ph, 33-38 amps, cord & plug NEMA 6-50P; Deluxe Controls; 2 Single point probes; 2 ea Solid door, hinged on right, standard; stainless steel exterior; 1 st Model 5027133 Casters, 3-1/2" (89mm), plate, (2) rigid, (2) swivel with brakes	1				
30	Bun/Sheet Pan Rack: Advance Tabco; PR30-2W-X; 69.25hx20.25wx26d;	1				
31	Wire Shelving_complete assembly: Olympic ; 12 ea J2460K; 60wx24d; 12 ea Model J74UK Post 74", mobile, works with stem caster, grooved at 1" intervals, green epoxy finish with chromate substrate, NSF	12				
32	Work Table, Stainless: Advance Tabco; KSLAG-305-X; 40.5hx60wx30d;	1				
33	Commercial Waste Container_complete assembly: Winco; PTC-32G; 30.75hx26.75wx21.75d; 1 ea Model PTCL-32 Lid, for PTC-32G, HDPE, gray; 1 ea Model DLR-2 Dolly, holds up to 900 lbs., extra heavy-duty	1				
34	Mop Sink_complete assembly: Advance Tabco; 9-OP-20-EC-X; 10hx25wx21d; 2" drain; 1 ea Model K-245 Utility Shelf, wall-mounted, 24"W x 8"D, 1-1/2" upturn on rear & sides, (2) mop holders, (3) rag hooks, stainless steel, NSF	1				
35	Service Faucet: T&S Brass; B-0655-BSTR; 8" centers; 1/2" cold	1				
36	Ice Cube Maker, cube style_complete assembly: Scotsman; MC1030SA-32; 29hx30wx24d; 208/230/60/1-ph, 16 amps; 3/4" cold, 3/4" cold, 3/4" filtered, 3/4" indirect waste, 3/4" indirect waste; 1 ea Model B948S Ice Bin, top-hinged front-opening door, 893 lb application capacity, for topmounted ice maker, 48" width, metallic finish exterior, toolless removable baffle, polyurethane insulation, polyethylene liner, includes 6" legs, NSF; 1 ea Model KBT22B Bin Top, for use with all 30" modular cubers, flakers or nugget makers on B948S, BH900 bin; 1 ea Model KHOLDER Ice Scoop Holder, fits all modular ice storage bins, stainless steel; 1 ea Model SSM2-P SSM Plus Water Filter Assembly, twin system, 3.34 gallons per minute max flow, designed for cubers over 650 lb and up to 1,200 lb, and for and flakers and nuggets over 1,200 lb, includes AquaArmor by AgION for antimicrobial protection, NSF, cULus	1				
37	Overshelf: Advance Tabco; PS-12-36; 12hx36wx12d;	1				

**BID FORM**  
**GOLF LEARNING CENTER - COMMERCIAL KITCHEN EQUIPMENT AND INSTALLATION**  
**21-075-KE**

ITEM #	ITEM DESCRIPTION	QTY	UNIT COST	TOTAL COST	LEAD TIME	WARRANTY TERMS (IF APPLICABLE)
38	Wire Shelving_complete assembly: Olympic ; J2424K; 24wx24d; 4 ea Model J74UK Post 74", mobile, works with stem caster, grooved at 1" intervals, green epoxy finish with chromate substrate, NSF; 2 ea Model J5 Stem/Swivel Caster, 5" dia., 1-1/4" face, resilient rubber tread, 200 lb. load capacity (priced per each), NSF; 2 ea Model J5B Stem/Swivel-Brake Caster, 5" dia.,1-1/4" face, resilient rubber tread, 200 lb. load capacity (priced per each), NSF	5				
39	Shelving, wall mounted: Olympic ; JWS1548SS; 48wx15d;	5				
40	Cocktail Station: Advance Tabco; CRU-60L-7; underbar basics uni-serv speed bar, 60"wx21"dx33"h, 4"backsplash, with 12" deep ice bin;	1				
41	Drainboard: Advance Tabco; SLD-30; underbar basics type drainboard, free-standing, 30"wx18"dx33"h, 4"H backsplash; 1"IPS drain; 1 ea Speed rails; 1 ea SU-40 Prepare underbar unit to accept speed rail; 1 ea Double tier	1				
42	Glass rack: Advance Tabco; CRCR-24-CT; underbar basics closed glass rack cabinet, 24"Wx21"dx33"h, corrugated stainless steel drainboard top, 4" backsplash, holds 3 glass racks; 1" IPS drain	1				
43	Underbar Sink Units: Advance Tabco; SLB-53C-X; 3-compartment sink, 60"wx18"dx33"h, with 4" h backsplash, (3) 10"wx14"dx10"deep sink bowls, 1 splash mounted faucet with 10" spout, 12" drainboards on left & right;	1				
44	Ice Bin: Advance Tabco; SLI-12-30-7; underbar basics cocktail unit, 12" deep chest with 7 circuit cold plate, 30"wx18"dx33"h, 4" splash, 98-lbs ice capacity;	1				
45	Hand sink: Advance Tabco; SL-HS-12-X; 12"wx18"dx32-3/4"H O.A., 10"wx14" x 8" deep bowl; 1-1/2" IPS drain	1				
46	Dishwasher, undercounter: CMA Dishmachines; 180UC w/dispensers; undercounter, 24"wx25"dx33-1/4"h high temp sanitizing with built-in booster heater; Safe-T-Temp feature	1				
47	Glass rack: Advance Tabco; CRCR-24-CT; underbar basics closed glass rack cabinet, 24"Wx21"dx33"h, corrugated stainless steel drainboard top, 4" backsplash, holds 3 glass racks; 1" IPS drain	1				
48	Hand sink: Advance Tabco; SL-HS-12-X; 12"wx18"dx32-3/4"H O.A., 10"wx14" x 8" deep bowl; 1-1/2" IPS drain; 1 ea perforated basket: 10"x14" A-16 perforated basket;	1				
49	Refrigerator, back bar cabinet: Atosa USA; MBB90GGR; back bar cooler, 3 section, 89-3/10"wx28-1/10"dx40-1/10"h, 30.1 cu. Ft.3 locking glass doors, digital temp, 2" casters, R290 Hydrocarbon refrigerant; 1/5 HP, 115v/60/1-ph, 2.8 amps;	2				
	Labor/Installation/Start-up (Note: The general prevailing rate of wage for the Peoria area shall be paid for each craft or type of worker needed to execute this contract or perform this work as required by the Illinois Prevailing Wage Act and State of Illinois Department of Labor. )					
	Delivery/Freight					
	Please list any other costs not included in the costs above:					
<b>TOTAL</b>				<b>\$</b>		

**BID FORM**  
GOLF LEARNING CENTER - COMMERCIAL KITCHEN EQUIPMENT AND INSTALLATION  
21-075-KE

The bidder acknowledges the following addenda, if any:

Addenda #: \_\_\_\_\_ Dated \_\_\_\_\_

Addenda #: \_\_\_\_\_ Dated \_\_\_\_\_

The undersigned, having familiarized themselves with the requirements affecting the cost of the work, the Prevailing Wage Decision, Scope of Work, and Addenda, if any, hereby proposes to furnish all labor, equipment, services, and material required. The Peoria Park District has been granted tax-exempt status and sales tax shall not be charged. By signing below, I do hereby certify that I am a duly authorized agent of the company and certify that the company is not barred from bidding on a public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid-rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

It is further understood that by submitting this bid, Bidder agrees the Peoria Park District reserves the right to cancel the bid, waive any informalities in the bid process, as it deems necessary and assign the work as is in the best interests of the District.

**Bid Submitted By:**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



# PEORIA PARK DISTRICT

## Company Ownership Certification

In compliance with Illinois Public Act 102-265, and Peoria Park District policy, disclosure of the information requested in this form is required by the Peoria Park District. Failure to properly complete and sign this form will result in it being returned unprocessed thereby resulting in a delay or denial of Company's eligibility to transact business with Peoria Park District.

Please answer all questions. Note, Company may answer "Yes" to more than one category.

- **Is the Company a Minority Owned Business?**  YES  NO

Check One:

Company holds Certification for this classification, or

Company is self-certifying

- **Is the Company a Woman Owned Business?**  YES  NO

Check One:

Company holds Certification for this classification, or

Company is self-certifying

- **Is the Company a Disability-Owned Business?**  YES  NO

Check One:

Company holds Certification for this classification, or

Company is self-certifying

- **Is the Company a Veteran Owned Business?**  YES  NO

Check One:

Company holds Certification for this classification, or

Company is self-certifying

- **Is the Company a Service Disabled Veteran Owned Business?**  YES  NO

Check One:

Company holds Certification for this classification, or

Company is self-certifying

**Does Company qualify as a small business under federal Small Business Administration?**  YES  NO

<https://www.sba.gov/document/support-table-size-standards>

**Please list the name(s) of the Company majority owner(s):** \_\_\_\_\_

**Does Company have any parent and/or subsidiary companies?**  YES  NO

**If yes, please list all companies:** \_\_\_\_\_

\_\_\_\_\_

By signing this form, the Company and the individual signing below attest that the above questions have been answered truthfully, to the best of their knowledge.

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

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Telephone Number & Fax Number

\_\_\_\_\_  
Email Address





# PEORIA PARK DISTRICT

## Definitions for Company Ownership Certification

- Selected Classification of Owned Business means a business which is at least 51% owned by one or more persons of the selected ownership classification (i.e. minority, women, veteran, etc.), or in the case of a corporation, at least 51% of the stock in which is owned by one or more persons of the selected ownership classification; and the management and daily operations of which are controlled by one or more of the selected ownership classification individuals who own it.
- Control means the exclusive or ultimate and sole control of the business including, but not limited to, capital investment and all other financial matters, property, acquisitions, contract negotiations, legal matters, officer-director-employee selection and comprehensive hiring, operating responsibilities, cost-control matters, income and dividend matters, financial transactions and rights of other shareholders or joint partners. Control shall be real, substantial and continuing, no pro forma. Control shall include the power to direct or cause the direction of the management and policies of the business and to make the day-to-day as well as major decisions in matters of policy, management and operations. Control shall be exemplified by possessing the requisite knowledge and expertise to run the particular business and control shall not include simple majority or absentee ownership.
- Minority person shall mean a person who is a citizen or lawful permanent resident of the United States and who is any of the following:
  - a) American Indian or Alaska Native (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment).
  - b) Asian (a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam).
  - c) Black or African American (a person having origins in any of the black racial groups of Africa).
  - d) Hispanic or Latino (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race).
  - e) Native Hawaiian or Other Pacific Islander (a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands).
- Woman shall mean a person who is a citizen or lawful permanent resident of the United States and who is of the female gender.
- Veteran means a person who (i) has been a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.
- Service-Disabled Veteran means a veteran who has been found to have 10% or more service-connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.
- A Person with a Disability means a person who is a citizen or lawful resident of the United States and is a person qualifying as being disabled, meaning a person with a severe physical or mental disability that:
  - a) results from: amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, Crohn's disease, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, an intellectual disability, mental illness, multiple sclerosis, muscular dystrophy, musculoskeletal disorders, neurological disorders, including stroke and epilepsy, paraplegia, quadriplegia and other spinal cord conditions, sickle cell anemia, ulcerative colitis, specific learning disabilities, or end stage renal failure disease; and
  - b) substantially limits one or more of the person's major life activities.Another disability or combination of disabilities may also be considered as a severe disability for the purposes of item (a) of this subdivision if it is determined by an evaluation of the rehabilitation potential to cause a comparable degree of substantial functional limitation similar to the specific list of disabilities listed in item (a) of this subdivision.
- Certification means a determination made by the Business Enterprise Council for Minorities, Women, and Persons with Disabilities, or by one delegated authority from the Council to make certifications, or by a State agency with statutory authority to make such a certification, that a business entity is a business owned by a minority, woman, or person with a disability for whatever purpose.



## Peoria Park District

### Certificate of Equal Employment Opportunity Compliance for Contractors & Vendors

The Peoria Park District is an Equal Opportunity Employer and it agrees with each of the provisions below and requires that all suppliers, contractors, subcontractors, and vendors doing business with the Park District be Certified Equal Employment Opportunity Employers in compliance with the Illinois Human Rights Act and such regulations promulgated thereunder, and, that any and all suppliers, contractors, subcontractors or vendors who are found to be in non-compliance with the Illinois Human Rights Act or said regulations may be declared ineligible for future contracts with this Park District; and, that each and every supplier, contractor, subcontractor or vendor does at all times in connection with any dealings with this Park District agree as follows:

- 1) That it 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; and,

**further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization [44 Ill Admin Code 750.110(b)].**

- 2) That, if it hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it 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.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify the Peoria Park District and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Peoria Park District, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the Peoria Park District and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 7) That it 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 Peoria Park District 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.

Failure to properly complete and sign this form, certifying that the Company will agree to the above provisions of the Illinois Human Rights Act as well as the items below will result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to be awarded work with the Peoria Park District.

The Company certifies that it has a written sexual harassment policy meeting the Illinois Human Rights Act and Illinois Department of Human Rights requirements.

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

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Telephone Number & Fax Number

\_\_\_\_\_  
Email Address

**CERTIFICATION OF COMPLIANCE  
OF THE LISTED PROVISIONS AND LAWS**

**1) Illinois Drug Free Workplace Act of 1991**

**2) The Substance Abuse Prevention on Public Works Act Public Act 95-0635:**

Prohibits the use of drugs and alcohol while performing work on a public works project.

The Contractor/Subcontractor has signed collective bargaining agreement for all of its employees that deal with the subject matter or the Contractor/Subcontractor has a prevention program that meets or exceeds the requirements of the Public Act for all employees not covered by a collective bargaining agreement.

**3) Safety Compliance:**

Contractor/Subcontractors will comply with any and all prevailing occupational safety and health standards. Such compliance may include a training component or require a written program of compliance.

**4) Illinois Criminal Code, Illinois Compiled Statutes 720 ILCS 5/33E-3 and 5/33E-4:**

Contractor/Subcontractor has not been barred from bidding on public contract as a result of bid rigging or bid rotating.

The undersigned representative of the Contractor/Vendor hereby certifies to comply with the laws and provisions listed above.

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

# WORKFORCE PROFILE INSTRUCTIONS

## RACE/ETHNIC IDENTIFICATION

WHITE (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.

HISPANIC: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

ASIAN or PACIFIC ISLANDER: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

NATIVE AMERICAN or ALASKAN NATIVE: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

## DESCRIPTION OF JOB CLASSIFICATIONS

OFFICIALS, MANAGERS, AND SUPERVISORS - Occupations requiring administrative personnel who set broad policies, and exercise over-all responsibility for the execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers/superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

PROFESSIONALS - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants/auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, and kindred workers.

TECHNICIANS - Occupations requiring combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: drafters, engineering aids, junior engineers, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic physical sciences), and kindred workers.

SALES WORKERS - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents/salespersons, insurance agents/brokers, real estate agents/brokers, stock and bond salespersons, demonstrators, salespersons and sales clerks, and kindred workers.

OFFICE AND CLERICAL WORKERS - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office couriers, office machine operators, shipping and receiving clerks, stenographers, typist and secretaries, telegraph and telephone operators, and kindred workers.

WHITE COLLAR TRAINEES - Persons engaged in formal training for official, managerial, professional, technical, sales, office and clerical occupations.

SKILLED CRAFTS - Manual worker of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgement and usually receive an extensive period of training. Includes: the building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, and kindred workers.

APPRENTICES - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

ON-THE-JOB TRAINEES - Persons engaged in formal training for craftsmen when not trained under apprentice programs; semi-skilled, unskilled and service occupations.

SEMI-SKILLED WORKERS - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

SERVICE WORKERS - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, fire fighters, guards, watchmen and doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, and kindred workers.

UNSKILLED WORKERS - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgement. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, craftsmen and wood choppers, laborers performing lifting, digging, mixing loading and pulling operations, and kindred workers.

## WORKFORCE PROFILE

Job Classifications	Black Employees		White Employees		Hispanic Employees		Native American Employees		Asian Employees		Other Employees		TOTAL EMPLOYEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1. Officials, Managers, Supervisors														
2. Professionals														
3. Technicians														
4. Sales														
5. Office/Clerical														
6. White Collar Trainees:														
7. Skilled Crafts:														
8. Apprentices:														
9. On-the-job Trainees:														
10. Semi-skilled														
11. Service Workers														
12. Unskilled														
TOTALS														

COMPANY NAME: \_\_\_\_\_



## **Prevailing Wage Act Certification**

According to the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”) all labor performed on Peoria Park District property is subject to the prevailing rate of wages. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
FEIN

\_\_\_\_\_  
Date

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://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.

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<b>1</b>	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.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> 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.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> 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) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	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 _____ <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<b>7</b>	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.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									

**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.

## 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.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

## 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](http://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 • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: 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 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

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

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney 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](http://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](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://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](http://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), ABLÉ 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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

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

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

<sup>3</sup> You must show your individual name 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.

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

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

Go to [www.irs.gov/IdentityTheft](http://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.

## **INSURANCE REQUIREMENTS ROUTINE CONSTRUCTION, MAINTENANCE AND REPAIR PROJECTS**

Contractor shall obtain insurance of the types and in the amounts listed below.

**A. COMMERCIAL GENERAL AND UMBRELLA LIABILITY INSURANCE**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

**B. CONTINUING COMPLETED OPERATIONS LIABILITY INSURANCE**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least one (1) year following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

**C. BUSINESS AUTO AND UMBRELLA LIABILITY INSURANCE**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**D. WORKERS COMPENSATION INSURANCE**

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

#### E. GENERAL INSURANCE PROVISIONS

1. **Evidence of Insurance.** Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

2. **Acceptability of Insurers.** For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.
3. **Cross-Liability Coverage.** If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
5. **Subcontractors.** Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

#### F. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited legal fees (attorney's and paralegal's fees and court costs), arising

out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.



## SAMPLE LIABILITY INSURANCE ENDORSEMENT

**The following spaces preceded by an asterisk (\*) need not be completed if this endorsement and policy have the same inception date.**

ATTACHED TO AND FORMING PART OF POLICY NUMBER	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
--	-----------------------------------	------------

This endorsement changes the policy. Please read it carefully.

### AUTOMATIC ADDITIONAL INSUREDS

The following provision is added to (SECTION II), Who Is An Insured.

5. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises, "your work" for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of "your work" to the extent set forth below.
  - a. The Limits of Insurance provided on behalf of the Additional Insured are not greater than those required by such contract.
  - b. The coverage provided to the Additional Insured(s) is not greater than that customarily provided by the policy forms specified in and required by the contract.
  - c. All insuring agreements, exclusions and conditions of this policy apply.
  - d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Except when required otherwise by contract, this insurance does not apply to:

- 1) "Bodily injury" or "property damage" occurring after
  - a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the site of the covered operations has been completed; or
  - b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 2) "Bodily injury" or "property damage" arising out of any act or omission of the Additional Insured(s) or any of their employees, other than the general supervision of work performed for the Additional Insured(s) by you.
- 3) "Property damage" to
  - a) Property owned, used or occupied by or rented to the Additional Insured(s);
  - b) Property in the care, custody or control of the Additional Insured(s) or over which the Additional Insured(s) is for any purpose exercising physical control; or

- c) "Your work" for the Additional Insured(s).

With respect to Additional Insureds who are architects, engineers or surveyors, this insurance does not apply "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- a) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- b) Supervisory, inspection or engineering services.

Any coverages provided hereunder shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

No person or organization is an Additional Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.