



*Finance Department  
Central Services Division*

**PLEASE DO NOT USE STAPLES TO BIND THE BID RESPONSES.**

City of Rockford, Illinois USA  
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[www.rockfordil.gov](http://www.rockfordil.gov)

## Table of Contents

- Request for Proposals

<b><u>Section 1</u></b>	<b><u>Bid Instructions and Contract Conditions</u></b>
	<ul style="list-style-type: none"><li>• <a href="#"><u>City of Rockford-RFP and Contract General Conditions (Local Funds)</u></a></li></ul>
<b><u>Section 2</u></b>	<b><u>Required Forms</u></b>
	<ul style="list-style-type: none"><li>• <a href="#"><u>City of Rockford Equal Employment Opportunity Certifications</u></a></li><li>• <a href="#"><u>City of Rockford Subcontractor Utilization Form</u></a></li><li>• <a href="#"><u>City of Rockford Vendor Workforce Data Form</u></a></li><li>• <a href="#"><u>City of Rockford Subcontractor Workforce Data Form</u></a></li><li>• <a href="#"><u>Acknowledgement of Stormwater Management Ordinance</u></a></li><li>• <a href="#"><u>Acknowledgement of Addendum</u></a></li><li>• <a href="#"><u>W-9 Form</u></a></li></ul>
<b><u>Section 3</u></b>	<b><u>General and Special Provisions</u></b>
	<ul style="list-style-type: none"><li>• General Provisions</li><li>• Special Provisions</li><li>• Bid Form</li></ul>

# **Section 1**

# **RFP Instructions**

## **and**

# **Contract**

# **Conditions**

## **CITY OF ROCKFORD, ILLINOIS—RFP AND CONTRACT GENERAL CONDITIONS (LOCAL FUNDS)**

The following shall be made part of the terms and conditions of the contract (“Contract”) entered into between the City of Rockford (City) and Vendor (also referred to herein as “proposer,” “awarded vendor,” and “contractor”) if awarded the contract. Vendor’s submission of a proposal constitutes acceptance of these Conditions:

- 1. Pricing.** The proposer shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.
- 2. Total versus "Per Item" Awards.** The City generally awards contracts on a lump sum basis. However, the City may choose to award a contract to more than one proposer. Therefore, each proposer must submit pricing for each item indicated on the bid forms.
- 3. Delivery of Merchandise.** Delivery terms will always be Freight-On-Board (FOB) Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
- 4. Acceptance of Merchandise at Delivery.** The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in the invitation to bid or as otherwise permitted by Illinois law.
- 5. Prompt Payment Act.** The City of Rockford intends to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
- 6. W-9 Request for Taxpayer Identification Number.** Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar Vendor from bidding for a period of up to three (3) years.
- 7. Legal Compliance.** Vendor will at all times observe and comply, and will cause its subcontractors to observe and comply, with all applicable federal, state, and local laws, ordinances, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this contract. Provisions required by law, ordinance, rules, regulations, or executive order to be inserted in this contract will be deemed inserted, whether or not they appear in it. In no event will failure to insert such required provisions prevent the enforcement of applicable law. Lack of knowledge of applicable law on the part of Vendor will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of Vendor or subcontractor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

Vendor must pay all required taxes and obtain all licenses, certificates, or other authorization required in connection with the performance of its obligation hereunder, and Vendor must require all subcontractors to also do so. Failure to do so may result in rejection of Vendor's bid, cancellation of an award to Vendor, or termination of this contract with Vendor.

By entering into a contract with the City, Vendor certifies that to the best of its knowledge, its principals and any subcontractor used in the performance of this contract meet City requirements and have not violated any City ordinance, code, state, federal, or local rules or regulations, and have not been subject to any debarment, suspension, or other disciplinary action by any government agency. Additionally, if at any time Vendor becomes aware of such information, it must immediately disclose it to the City.

**8. Legal Requirements.** This contract sets forth the entire final agreement between the City of Rockford and the proposer and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.

**9. Safety.** Prevention of accidents at any project is the sole responsibility of Vendor and its subcontractors, agents, and employees. Vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. Vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

**10. Criminal Background Check.** When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last ten (10) years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within fourteen (14) calendar days so as to not delay work to be completed.

**11. Control of the Work.** With respect to Vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection

with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

**12. Bid Bond.** When required on the cover sheet, a bid bond for not less than five (5) percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

**13. Performance and Payment Bond.** When required by the specifications herein, the awarded vendor shall furnish a performance and payment bond equal to the amount of the contract, acceptable to the City, within fourteen (14) calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

**14. Taxes.** No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

**15. Withdrawal of Proposal.** Firms may withdraw or cancel their proposal at any time prior to the advertised Request for Proposal opening date and time. After the opening time, no proposal shall be withdrawn or cancelled. All proposals shall be firm and valid for a period of sixty (60) calendar days. If a proposer to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the proposer for a period of time up to three (3) years.

**16. Subcontracting.** Vendor shall provide information for all subcontractors and leased operators of equipment in the required Subcontractor Utilization Form. Information contained in this form must be complete and accurate, to the best of Vendor's estimating ability at the time of proposal, and will be relied upon by the City in projecting Minority and Women Business Enterprise subcontractor utilization for awarded City contracts. Any changes in subcontractor utilization from that which is provided on the Subcontractor Utilization Form must be made immediately in writing by submitting a new form to the City's Equal Opportunity Compliance Officer and the City Project Manager or designee. When subcontractors are used, Vendor must pay subcontractors for satisfactory performance no later than thirty (30) days after receipt of each payment from the City.

**17. Termination of Contract.** The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to Vendor for convenience, if the Rockford City Council does not appropriate sufficient funds to complete the contract, or in the event of default by Vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The City's written notice of termination shall specify the effective date of termination. Vendor shall discontinue providing goods or services after such effective date, and the City shall not be liable for goods or services provided by Vendor thereafter. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list and place the firm on the City's debarred list for a period of up to three (3) years.

**18. Late Bids and Proposals.** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely Vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to Vendor at their request and expense.

**19. Equal Employment Opportunity.** Vendor shall comply with all applicable equal employment opportunity statutes, regulations, and ordinances including but not limited to the City's Equal Opportunity Employment (EOE) Ordinance (City of Rockford Code of Ordinances, Chapter 11, Article IV); the Illinois Human Rights Act (775 ILCS 5/101 *et seq.*), the Illinois Department of Human Rights (IDHR) Rules and Regulations for Government Contracts (44 Ill. Admin. Code, Chapter X, Section 750), the Discrimination in Public Contracts Act (775 ILCS 10/0.01 *et seq.*), Title VII of the Civil Rights Act of 1964, as amended (§ 7, 42 U.S.C. § 2000e *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 USC §.621 *et seq.*); Title I of the Americans with Disabilities Act of 1990, as amended (42 USC 12111-12117); the Equal Pay Act of 1963, as amended; and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (38 USC §§ 4301-4335).

Pursuant to IDHR's Rules and Regulations and the City's EOE Ordinance, the awarded vendor shall comply with the following terms and conditions during the performance of this contract:

- a) Vendor will not discriminate against any employee, including apprentices, or applicant for employment, including training programs, because of race, color, religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or unfavorable discharge from military service; and, further, that Vendor will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

- b) If Vendor hires additional employees in order to perform this contract or any portion of this contract, Vendor will determine the availability (in accordance with Section 750) of minorities and women in the areas from which Vendor may reasonably recruit and will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- c) In all solicitations and advertisements for employees placed by Vendor on its behalf, Vendor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.
- d) Vendor 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 Vendor's obligations under the Illinois Human Rights Act and Section 750 of the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Vendor in its efforts to comply with the Act and Part 750, Vendor will promptly notify the Illinois Department of Human Rights and the City of Rockford and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- e) Vendor will submit reports as required by Part 750, furnish all relevant information that may be requested by the Illinois Department of Human Rights or the City of Rockford, and in all respects comply with the Act, the Department's Rules and Regulations, and the City of Rockford's Equal Opportunity Employment Ordinance. *Vendor's failure to complete the City's required Equal Employment Opportunity Certifications or Vendor and Subcontractor Workforce Data Forms will result in disqualification of Vendor's bid or proposal.*
- f) Vendor will permit access to all relevant books, records, accounts, and work sites by personnel of the City of Rockford and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Act, IDHR's Rules and Regulations, and City of Rockford EOE Ordinance.
- g) Vendor will include verbatim or by reference the Equal Employment Opportunity Clause (44 Ill. Admin. Code, Chapter X, Appendix A) 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, Vendor will be liable for compliance with applicable provisions of this clause by subcontractors. Further, Vendor will promptly notify the City of Rockford and the Illinois Department of Human Rights if any subcontractor fails or refuses to comply with the provisions of sections (a) through (f) of this paragraph. Vendor shall 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.

**20. Restrictive or Ambiguous Specifications.** It is the responsibility of the proposing firm to review the Request for Proposal specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or Request for Proposal procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

**21. Proposal or Award Protest.** Firms wishing to protest proposals or awards shall notify the Central Services Manager in writing within seven (7) days after the proposal opening. The notification should include the RFP number, the name of the firm protesting, and the reason why the firm is protesting. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

**22. Disputes.** In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

**23. Exceptions.** Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

**24. Acceptance/Rejection of Proposals.** The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

**25. Prevailing Wage.** When indicated on the cover page of the invitation to bid, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors 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. Prevailing wage rates are determined by the Illinois Department of Labor and posted on the Department's website at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

(a) The Act does apply to owner-operators.

(b) When applicable, all awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to all wage, notice, recordkeeping, and filing of certified payroll requirements.

(c) Under the Act, it is mandatory upon Vendor to insert into each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work under this contract. It is also the Vendor's responsibility under the Act to verify and pay *current* wage rates, as the Department may change them from time to time.

(d) It is Vendor's obligation to understand what the Act requires, and to comply accordingly. Failure on the part of the City to provide proper written notice regarding the applicability of the Prevailing Wage Act does not relieve Vendor or subcontractors of the obligation to comply with the Act when applicable, nor does it relieve them of their obligation to pay back wages when owed.

(e) Vendor and all subcontractors shall make all records required under the Prevailing Wage Act available for inspection, copying, or transcription by authorized representatives of the City of Rockford or Department of Labor. Vendor shall further permit such representatives to interview employees during working hours on the job. If Vendor or subcontractor fails to submit the required records or make them available, the City may take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request may be grounds for debarment action.

**26. Certified Payroll.** All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820ILCS 130, as directed by the State of Illinois (<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>).

No paper copies or non-conforming Certified Payroll reports will be accepted. A copy of proof of submission, including the reported wage information, must be submitted to the City with the request for payment. The City reserves the right to withhold payment due to the awarded vendor until the vendor complies with this or any other provision of the Act.

**27. Substance Abuse Prevention.** Before Vendor commences work on a public works project, it must have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.), to be filed with the City and made available to the general public, for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

**28. Apprenticeship Requirement.** For construction contracts over \$50,000, Vendor must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in Vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

**29. Indemnification.** To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from Vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon sections 343 and 414 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for Vendor under the Illinois Workers' Compensation Act (820 ILCS 305/1 *et seq.*), disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, Vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act (29 USC Ch. 15 §651 *et seq.*) and the Contract Work Hours and Safety Standards Act (40 USC Ch. 37 §3701 *et seq.*) and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall Vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

**30. Insurance Requirements.** Upon execution of the contract, and prior to Vendor commencing any work or services with regard to the project, Vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and Vendor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 IO 10 01 and CG 20 3 7 1001 (or substitute forms providing equivalent coverage) naming the City as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably

acceptable to the City. All awarded vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirement shall apply to the successful firm for the duration of the contract unless explicitly waived by the Central Services Manager:

- a) Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- b) Umbrella Liability. The coverage available to the City, as Additional Insured, shall not be less than \$2 million each occurrence, \$2 million general aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- c) Automobile Coverage. The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$2 million general aggregate
- d) Workers Compensation. Vendor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.
- e) Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least thirty (30) days' prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, Vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above. All subcontractors to be utilized by Vendor shall provide Ownership with a Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said subcontractor.

**31. Conflict of Interest.** Each proposer affirms, by submission of a response to this bid or request for proposals, it has no interest and will not acquire any interest in any enterprise, project, or contract that would conflict in any manner of degree with the performance of the work, services,

or goods to be provided hereunder. Proposer further affirms that no person having such an interest will be employed to perform any work or services under the contract, and that no employee of the City of Rockford is directly or indirectly interested in the bid or proposal for any reason of personal gain.

**32. Non-Waiver.** The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**33. Professional Services Selection Act.** The City of Rockford intends to comply with 50 ILCS 510/0.01 *et seq.* governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

**34. Compliance with Stormwater Management Ordinance and IEPA General Construction Permit.** Vendor must comply with the City's Stormwater Management Ordinance and Illinois EPA's General Construction Permit. For work performed on the stormwater system, including projects only requiring erosion and sediment control measures, acknowledgement of receipt of the Stormwater Management Ordinance and IEPA's General Construction Permit is required. It is also required that Vendor retain all invoices, work orders and/or other records of work performed in drainage areas for three (3) years beyond the end of the consent decree, 12/31/2023. These records are subject to audit and are to be made available immediately upon request by the City or the Federal and State Environmental Protection Agency (EPA). Additionally, there may be other records provided that Vendor will be required to keep on file upon request of the City. Violation of this section and with the City's Stormwater Management Ordinance may result in a fine. Additional information can be found at: <https://rockfordil.gov/274/stormwater-environmental-team/>

**35. Acceptance or Rejection of Bids and Proposals.** The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids or proposals.

**36. Minority and Women Business Enterprise Policy.** It is the policy of the City of Rockford to strongly encourage and promote the award of subcontracts to ready, willing, and able Minority and Women Business Enterprises (MWBEs) certified with the City. The City strongly encourages proposers, when preparing proposals, to contact certified MWBEs regarding potential subcontracting opportunities. The City requires information regarding Vendor's good faith efforts to identify MWBE subcontractors on the Subcontractor Utilization Form required to be completed and submitted with Vendor's proposal. An up-to-date list of the City's certified MWBEs can be found at <https://rockfordil.gov/279/purchasing/>.

**37. Veterans Preference.** Vendor shall comply with the Veterans Preference Act (330 ILCS 55/1 *et seq.*) in its employment to fill positions for the construction, addition to, or alteration of public works contracted for by the City. This Act requires that preference shall be given to veterans who possess the business capacity necessary for the proper discharge of the duties of employment. Vendor is not required to give preference to veterans who are not residents of the City of Rockford over City residents who are not veterans. A person who has been a member of the Illinois National Guard shall be given priority over a person who has been a member of the National Guard of any other state.

Veterans under the Act are defined as persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country, and have served under one or more of the following conditions:

- a) The veteran served a total of at least six (6) months;
- b) The veteran served for the duration of hostilities regardless of the length of engagement;
- c) The veteran served in the theater of operations but was discharged on the basis of a hardship; or
- d) The veteran was released from active duty because of a service connected disability and was honorably discharged.

Vendor shall insure that the preceding provision is inserted in all subcontracts entered into to furnish labor for the construction, addition to, or alteration of public works in connection with this contract.

**38. Non-barred Bidder.** Vendors affirms, by submission of a response to this invitation to bid or request for proposals, that Vendor is not barred from bidding on this contract as a result of a conviction for violation of state law prohibiting bid rigging or rotating.

**39. City Debarment.** The City of Rockford reserves the right to bar Vendor from future bidding opportunities with the City if false information is submitted as part Vendor's bid response or proposal, Vendor has committed any violation of law, or Vendor fails to comply with the terms and conditions of this contract.

**40. Non-Assignment.** Neither this Contract nor any of the rights, interests or obligations under the Agreement shall be assigned, in whole or in part, by written agreement, merger, consolidation, operation of law, or otherwise by either party without the prior written consent of the other party.

**41. Governing Law.** This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, excluding its choice of law rules and, to the extent applicable, the copyright laws of the United States of America. In the event of a dispute under this Contract, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Illinois.

**42. Severability.** In the event that any clause, provision, or portion of these General Conditions or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions.

**43. Local Business Adjustment to Bid Award.** For Public Works or Construction contracts the use of local business adjustment (up to a maximum 5 percent of the contract price, but not more than \$20,000 whichever is less) may be authorized. To receive the local business adjustment the bidder must meet the qualifications of a local bidder (described below) and request the local business adjustment be implemented for that bid. The downward adjustment shall then be applied automatically to the local bidder's bid if doing so will cause the local bidder's bid to match the bid of a non-local bidder who would otherwise be the lowest qualified bidder. Any bidder requesting application of the local bidder adjustment shall acknowledge and agree to the potential of the reduction in their overall bid at the time of its bid submission. Should a bidder requesting the local business adjustment be declared the lowest bidder and thereafter decline to be awarded the project, that bidder shall be prohibited from requesting the application of a local business adjustment for a period of one year. In instances where more than one local bidder requests local business adjustment, the adjustment will be applied to the next lowest local bidder only, however, if the next lowest bidder did not request the adjustment, then the local bidder who did elect would get the adjustment and award.

A local bidder is an individual or entity that (1) has established a place of business within Winnebago, Boone, Ogle, or Stephenson County; (2) has paid a minimum of \$5,000 in sales tax in Winnebago County during the 12 months prior to bid submission; and (3) can demonstrate that at least 50% of its employees reside within Winnebago, Boone, Ogle, or Stephenson County.

A bidder that requests local business adjustment is certifying that they are in compliance with the above description. If the City determines the bidder is not in compliance the bidder may be barred from bidding for a period of up to three years.

**44. Sexual Harassment Policy Requirement.** Every party to a public contract and every eligible bidder shall have a written sexual harassment policy in accordance with the Equal Employment Opportunities; Affirmative Action (775 ILCS 5/2-105). The written policy must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Act.

# **Section 2**

# **Required Forms**

**City of Rockford**  
**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

All bidders seeking to do business with the City of Rockford must complete this certification. **Failure to sign this Certification will result in disqualification of Vendor's bid or proposal.** Questions regarding EEOs should be addressed to City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

- 1. Compliance with EEO Law.** Vendor acknowledges and certifies that, if awarded a contract with the City of Rockford, it is subject to and will comply with all applicable equal employment opportunity statutes, regulations, and ordinances including but not limited to: the City's Equal Opportunity Employment (EOE) Ordinance (City of Rockford Code of Ordinances, Chapter 11, Article IV); the Illinois Human Rights Act (775 ILCS 5/101 *et seq.*), the Illinois Department of Human Rights Rules and Regulations for Government Contracts (44 Ill. Admin. Code, Chapter X, Section 750), and the Discrimination in Public Contracts Act (775 ILCS 10/0.01 *et seq.*), Title VII of the Civil Rights Act of 1964, as amended (§ 7, 42 U.S.C. § 2000e *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 USC §.621 *et seq.*); Title I of the Americans with Disabilities Act of 1990, as amended (42 USC 12111-12117); the Equal Pay Act of 1963, as amended; the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (38 USC §§ 4301-4335); and, for federally-funded construction contracts (only), Executive Order 11246, as amended, and relevant U.S. Department of Labor regulations regarding equal employment opportunity for federally assisted construction contracts (see 41 CFR Part 60).
- 2. Discrimination Prohibited.** Vendor certifies that it is its policy to provide equal employment opportunity and that it prohibits discrimination against any employee or applicant for employment due to race, color religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or unfavorable discharge from military service. Further, Vendor will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization, as is required by the Illinois Department of Human Rights Rules and Regulations for Government Contracts.
- 3. Non-Segregated Facilities.** Vendor certifies that it provides facilities at its place of business without segregation except where separate facilities for a person of the opposite sex are required. Vendor also certifies that it will, to the greatest extent possible, not assign employees to work at any location where facilities are so segregated and that it will insert into its subcontracts the provisions of this paragraph for work performed under this contract and obtain the same certification from subcontractors.
- 4. Government Exclusion, Debarment, or Suspension.** Vendor certifies that it is not subject to any exclusion, debarment, suspension, or other disciplinary action by any government agency including but not limited to the U.S. Government, State of Illinois, Illinois Human Rights Commission, Illinois Department of Labor, or any other federal or state agency or political subdivision. Additionally, if at any time Vendor is subject to such exclusion, suspension, or debarment during the contract period, Vendor certifies that it will immediately disclose this information to the City's EOC Officer.

**City of Rockford**  
**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

5. **Subcontracting.** Vendor certifies that, if awarded a public contract with the City of Rockford, it will include verbatim or by reference the provisions of the City's General Conditions *Equal Employment Opportunity* paragraph 19 in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed. For federally funded construction contracts, the conditions described in paragraph (8) of the "Equal Opportunity Clause for Federally Assisted Construction Contracts" and paragraph (2) of the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" must also be included in every subcontract. Vendor acknowledges that it is responsible for the compliance of all of its subcontractors with this provision. Vendor also certifies it will not utilize any subcontractor excluded, debarred, suspended, or otherwise disciplined by any government agency including but not limited to the U.S. Government, State of Illinois, Illinois Human Rights Commission, Illinois Department of Labor, or any other federal or state agency or political subdivision, and that it will notify the City's EOC Officer if any subcontractor fails to comply with such provision.
  
6. **MWBE Procurement Policy.** Vendor understands that it is the policy of the City of Rockford to encourage and promote the award of subcontracts to ready, willing, and able Minority and Women Business Enterprises (MWBEs) certified with the City. The City strongly encourages bidders, when preparing bids or proposals, to contact certified MWBEs regarding potential subcontracting opportunities. Vendor certifies that it has worked in good faith to comply with this policy by contacting MWBE businesses for subcontracting opportunities when possible (list can be found at <https://rockfordil.gov/279/purchasing/>). For federally funded construction projects (only), Vendor further certifies it has demonstrated good faith efforts to meet the women and minority subcontracting goals set forth in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity."

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Signature of Vendor

Date

**City of Rockford**  
**SUBCONTRACTOR UTILIZATION FORM**

**THIS FORM MUST BE COMPLETED EVEN IF YOU DO NOT PLAN TO USE  
SUBCONTRACTORS**  
**(COMPLETE SECTIONS I, II, AND V IF YOU DO NOT PLAN TO USE SUBCONTRACTORS).**

All Vendors seeking to do business with the City of Rockford must provide information about all subcontractors that will be used. **A Subcontractor is any person or business that supplies any of the work, transportation or labor services, supplies, equipment, or materials under a contract with Vendor.** **Failure to complete this form will result in disqualification of Vendor's bid or proposal.** Questions regarding EEOs should be addressed to City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

**Section I—Vendor/Prime Contractor Information**

Is this an update to a previously submitted Subcontractor Utilization Form?      Yes      No

Vendor Name:	
Project Name:	Bid or RFP Number:
Total Proposal/Bid Amount (over the full term of the contract):	
Vendor Contact Name:	Contact Phone: Contact Email:
Vendor Certification Status:	Minority Business Enterprise      Women Business Enterprise      None

**Section II--Subcontractor Utilization**

Will subcontractors be used?      Yes (complete rest of form)      No (proceed to Section V)

**Section III—Subcontractor Selection**

Please list information for **ALL** subcontractors Vendor *believes it will* use. Vendor may make changes or additions to its list of subcontractors by submitting an updated form to the City's EOC Officer after award, if needed.

Subcontractor Name	MBE or WBE? (Y/N)	Amount	% of Total Proposal/Bid	Scope of Work

If more than six subcontractors will be used, please complete the [Subcontractor Utilization Form-Supplement](#).

**City of Rockford**  
**SUBCONTRACTOR UTILIZATION FORM**

If Vendor plans to use subcontractors, but has not yet identified some or all of the subcontractors to be used, please explain why:

**Section IV—MWBE Subcontractors Contacted**

It is the policy of the City of Rockford to encourage and promote the award of subcontracts to qualified and available Minority and Women Business Enterprises (MWBEs) certified with the City. The City strongly encourages bidders, when preparing bids or proposals, to contact certified MWBEs regarding potential subcontracting opportunities (a list of MWBEs can be found at <https://rockfordil.gov/279/purchasing>). Please list the MWBEs Vendor has contacted regarding subcontractor opportunities for this proposal/bid (MWBE subcontractors selected and listed in Section III do not need to be listed again here):

<b>MWBE Business Name</b>	<b>Method of Contact (e.g. phone, email)</b>	<b>Why not used?</b>

**Section V—Signature**

The undersigned certifies that the information provided herein is truthful, accurate, and complete. Further, Vendor acknowledges that if it is awarded the contract, this information must be kept up to date by Vendor. According to the City's General Conditions Paragraph 16, **any changes in subcontractor utilization must be immediately made in writing** by submitting a new form to the City's Equal Opportunity Compliance Officer (contact information provided at the top of this form). A complete and accurate list of subcontractors will be required prior to beginning work on the project, if awarded.

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**Signature**

**Date**

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**Name**

**Title**

**City of Rockford**  
**VENDOR WORKFORCE DATA FORM**

The City must collect information in an effort to monitor Vendor's compliance with the Illinois Human Rights Act, Illinois Department of Human Rights Rules and Regulations, and City of Rockford Equal Employment Opportunity Ordinance. **Failure to complete this form will result in disqualification of Vendor's bid or proposal.** Questions regarding EEOs should be addressed to City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

**Part I: Vendor Information**

Vendor Name:	Bid or RFP Number:
Project Name:	IDHR Number <sup>1</sup> :
Date:	Expiration:
Vendor's EEO Contact Name:	Estimated Duration of Work:
Title:	Contact Email:
	Contact Phone:

**Part II: Vendor Workforce Data**

Please provide the *number* of individuals employed by Vendor in each category below (report all employees, not just those who will work under the contract). Definitions of the EEO Job Categories are included with this form.

**W - White    B - Black    H - Hispanic/Latino    A - Asian    AI - American Indian, Alaskan or Hawaiian Native**  
**Tw—Two or more race/ethnicity    T - Total**

JOB CATEGORY	MALE						FEMALE						<b>TOTAL</b>	
	W	B	H	A	AI	Tw	T	W	B	H	A	AI	Tw	T
Officials and Managers														
Professional Workers														
Technicians														
Sales Workers														
Administrative Support Workers														
Craft Workers														
Operatives														
Laborers and Helpers														
Service Workers														
<b>TOTAL</b>														

<sup>1</sup> Bidders must have an Illinois Department of Human Rights Eligibility Number if 1) bidder employs 15 or more persons, AND 2) if the bid or proposal will total more than \$100,000.

**City of Rockford**  
**SUBCONTRACTOR WORKFORCE DATA FORM**

This form is **required** if Vendor will be using one or more subcontractors to complete work or perform services for the City. A Workforce Data Form must be completed for **each** subcontractor. Questions regarding EEOs should be addressed to City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7264.

**Part I: Identification**

Subcontractor Name:	Bid Number:
Project Name:	IDHR Number: Expiration:
Date:	Estimated Duration of Work:
Subcontractor's EEO Contact Name:	Contact Email: Contact Phone:

**Part II: Subcontractor Workforce Data**

Please provide the *number* of individuals employed by subcontractor in each category below (report all employees, not just those who will work under the contract). Definitions of the EEO Job Categories are included on the next page of this form.

**W - White    B - Black    H - Hispanic/Latino    A - Asian    AI - American Indian, Alaskan or Hawaiian Native**  
**Tw—Two or more race/ethnicity    T – Total**

JOB CATEGORY	MALE							FEMALE							<b>TOTAL</b>
	W	B	H	A	AI	Tw	T	W	B	H	A	AI	Tw	T	
Officials and Managers															
Professional Workers															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
<b>TOTAL</b>															

## Job Category Descriptions

**Officials and Managers:** Jobs occupied by administrative and managerial personnel who set broad policies, exercise overall responsibility for 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 supervisors who are members of management, and purchasing agents and buyers.

**Professionals:** Jobs requiring bachelor or graduate degree and/or professional certification or comparable experience. Includes: accountants and auditors, architects, chemists, computer programmers, designers, editors, engineers, lawyers, scientists, registered professional nurses, personnel and labor relations specialists, physicians, and surveyors.

**Technicians:** Jobs requiring a combination of basic scientific knowledge and manual skill which is often obtained through 2 years of post-high school education or through equivalent on-the-job training. Includes: drafters, surveying and mapping technicians, engineering aides, junior engineers, mathematical aides, emergency medical technicians, and licensed practical nurses.

**Sales Workers:** Jobs engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, securities, commodities, and financial services sales agents, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers.

**Administrative Support Workers:** Jobs involving non-managerial tasks providing administrative and support assistance, primarily in office settings. Includes: office support, bookkeepers, accounting and auditing clerks, dispatchers, data entry workers, collectors (bills and accounts), messengers and office helpers, shipping and receiving clerks, typists and secretaries, telephone operators, and legal assistants.

**Craft Workers:** Jobs requiring higher skill in areas including: construction (building trades craft workers and their formal apprentices); natural resource extraction workers; installation, maintenance and part replacement of equipment, machines and tools; and some production occupations that are distinguished by the high degree of skill and precision. Includes: boilermakers; brick & stone masons; carpenters; electricians; painters; glaziers; plumbers, pipefitters & steam fitters; roofers; elevator installers; earth drillers; oil & gas rotary drill operators; blasters & explosive workers; mechanics; electric & electronic equipment repairers; millwrights; and tool & die makers.

**Operatives:** Jobs involving operation of machines, factory-related processing equipment, or equipment to facilitate the movement of people or materials. These occupations require intermediate skill level and usually do not require more than several months of training. Includes: machine operators; electrical & electronic equipment assemblers; semiconductor processors; testers; graders & sorters; bridge & lock tenders; truck, bus or taxi drivers; industrial truck & tractor (forklift) operators; conveyor operations; and hand packers & packagers.

**Laborers and Helpers:** Jobs requiring limited skills and brief training to perform tasks that require little or no independent judgment. Includes: production & construction worker helpers; construction laborers; refuse & recyclable materials collectors; landscapers, grounds maintenance workers, and laborers performing lifting, digging, mixing, loading and pulling operations.

**Service Workers:** Jobs in food service, personal service, cleaning service, and protective service occupations. Skill may be acquired through formal training, job-related training or direct experience. Includes: food service workers; medical assistants and other healthcare support occupations; transportation attendants; cleaners; janitors; porters; transit and railroad; police and fire fighters; guards; private detectives and investigators.

**Acknowledgement of Stormwater Management Ordinance and IEPA General Construction Permit  
(ILR10) Requirements**

By indicating below, we acknowledge receipt of the Stormwater Management Ordinance and IEPA's General Construction Permit, if applicable. Both documents can be found on the City of Rockford website at:

<https://rockfordil.gov/274/stormwater-environmental-team/>

The IEPA General Construction permit can also be located at:

<https://www2.illinois.gov/epa/topics/forms/water-permits/storm-water/Pages/general-permits.aspx>

I have been provided access to the City of Rockford Stormwater Management Ordinance and the Illinois EPAs General Construction Permit and agree to comply with the terms outlined therein.

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Person, Firm or Corporation

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Authorized Signature

### **Acknowledgement of Addenda**

By indicating below, we acknowledge receipt of the addenda listed.

Addendum	_____	Date	_____
Addendum	_____	Date	_____
Addendum	_____	Date	_____
Addendum	_____	Date	_____
Addendum	_____	Date	_____

---

Person, Firm or Corporation

---

Authorized Signature

The City of Rockford may respond to requests for information or pro-actively provide more information by posting addenda to bid packages on the City website. The City and its personnel are not responsible for notifying potential vendors of any addenda to bid packages posted to the [City's website](#). The City may, but is not required to, provide notification of new addenda via one or more of the same methods by which the original bid request was posted. Vendors who fail to account for information or requests included in these addenda may have their bids disqualified. THEREFORE, IT IS EXTREMELY IMPORTANT THAT POTENTIAL VENDORS MONITOR THE [CITY WEBSITE](#) FOR ANY ADDENDA TO THE ORIGINAL BID PACKAGES.

Request for Taxpayer  
Identification Number and CertificationGo 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.

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

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number							
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>
or							
Employer identification number							
<input type="text"/>	<input type="text"/>	-	<input type="text"/>				

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

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

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](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	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• LLC that has filed Form 8832 or 2553 electing to be taxed as a 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), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <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)) <sup>**</sup>	The grantor <sup>*</sup>

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)) <sup>**</sup>	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.

# **Section 3**

## **Bid/RFP**

# **Specifications**

HEAD START TRANSPORTATION SERVICES  
RFP NO.: 525-HS-063

**1.0 Scope**

The City of Rockford seeks a company that shall furnish transportation services for the Head Start program at Summerdale Early Childhood Program and field trips only for the P.A.C.E. Center.

**2.0 General Requirements**

2.1 Vendor Qualifications. No contract shall be awarded except to responsible firms capable of providing the class of service described.

2.2 Term of Contract. The contract with the successful vendor shall be for a period of one year from the date of award with two (2) one-year options to renew. The contract is in effect as long as funding is received.

2.3 Price Adjustment: Price adjustments must be requested 60 days prior to the expiration of the current term, and must be submitted in writing to the Central Services Manager. Price adjustments in excess of the current Consumer Price Index must be accompanied by documentation justifying the increase. The City will evaluate all requests and may decline a contract extension if the increase is determined to be unreasonable.

2.4 Evaluation of Proposals. An evaluation team using set criteria shall evaluate each proposal.

2.4.1 Evaluation Team. The evaluation team shall consist of staff from the Finance and Human Services Departments.

2.4.2 Evaluation Criteria. Proposals will be evaluated based on the criteria outlined below. Each criterion is worth 10 points, for a total possible score of 30.

- Firm Experience working with young children and children with disabilities
- Previous work of a similar nature
- Cost

2.4.3 Interview. Firms submitting responsible proposals may be required to make an oral presentation and respond to questions related to their qualifications and experience. The presentation by the proposing firm may be considered by the evaluation team in the determination of award.

2.5 Information to be submitted. Vendor proposals should include the information listed below:

2.5.1 Description of the firm

2.5.2 List of clients within the State of Illinois and any Head Start agencies.

2.5.3 Training options available for all bus drivers.

2.5.4 One original copy and one digital copy of the entire proposal shall be submitted; the latter can be uploaded at the following link: <https://rockfordil.sharefile.com/r-r88a6f282b4224b3a9e7726ccb958687c>

*The digital copy must be the same as the printed copy.*

**3.0 Specific Requirements**

3.1 The Contractor shall provide bus transportation for Pre-K students that participate in the Head Start program.

- 3.2 All transportation services must meet the requirements of the Head Start Transportation Performance Standards included in Attachment B.
- 3.3 Transportation shall include pick up in the morning, pick up and drop off at noon, and drop off in the afternoon from Summerdale Head Start Sites. See Attachment A for Summerdale Transportation Zone.
- 3.4 The program will begin in August 2025 and will operate until June 2026.
- 3.5 The program will operate every Monday-Friday, except for legal holidays and non-program days for Rockford Public Schools. Training may be required on non-program days.
- 3.6 There will be 150 students that will need to be transported.
- 3.7 Vehicles
  - 3.7.1 All vehicles used by the Contractor in the provision of Transportation Services under the contract (including spare vehicles) shall be properly licensed, equipped maintained, and inspected with the applicable provisions of and Federal or Illinois State law. All vehicles shall conform to the most current standards for "School Buses". A certificate of compliance with the Standards shall be supplied to the City of Rockford for its inspection for each of the vehicles to be utilized in the provision of Transportation Services.
  - 3.7.2 Vehicles used in the provision of Transportation Services shall be equipped with age, height and weight appropriate child safety restraint systems. See Restraint System definition in Attachment B. All safety seats must be replaced by contractor when they reach expiration dates or are in disrepair.
  - 3.7.3 Vehicles used in the provision of Transportation Services shall be five (5) years maximum for 35-47 passengers.
  - 3.7.4 All bidders shall, at time of submitting the signed bid, provide the City of Rockford with the complete specifications of all vehicles that the bidder proposes to use in the provision of Transportation Services.
  - 3.7.5 The City shall be entitled, at any time during the Term, to require delivery of a current, valid mechanical fitness certificate on any vehicle(s) at its sole discretion and at no cost to the City of Rockford.
  - 3.7.6 The interior of the vehicle is to be maintained at all times in a clean and sanitary condition.
  - 3.7.7 All bidders must provide up to 20 field trips per year.
  - 3.7.8 All bidders must provide at least three bus evacuation drills per program year for any child that participates in transportation services or field trips.
  - 3.7.9 All vehicles must be equipped with reverse beepers, seat belt cutters and child check mate.
  - 3.7.10 If the contractor needs to cancel a route, the contractor must notify the Head Start Transportation Dispatch center by phone at 779-348-7550 as soon as possible. If a staff member is unavailable to answer the call, the contractor must leave a voicemail.
- 3.8 Drivers
  - 3.8.1 Drivers shall have and maintain in good standing at all times a valid CDL License and have passed background clearance according to the Head Start Performance Standards. This includes the following: sex offender registry check, State or tribal criminal history records, including fingerprint checks, Federal Bureau of Investigation criminal history records, including fingerprint checks, and child abuse and neglect

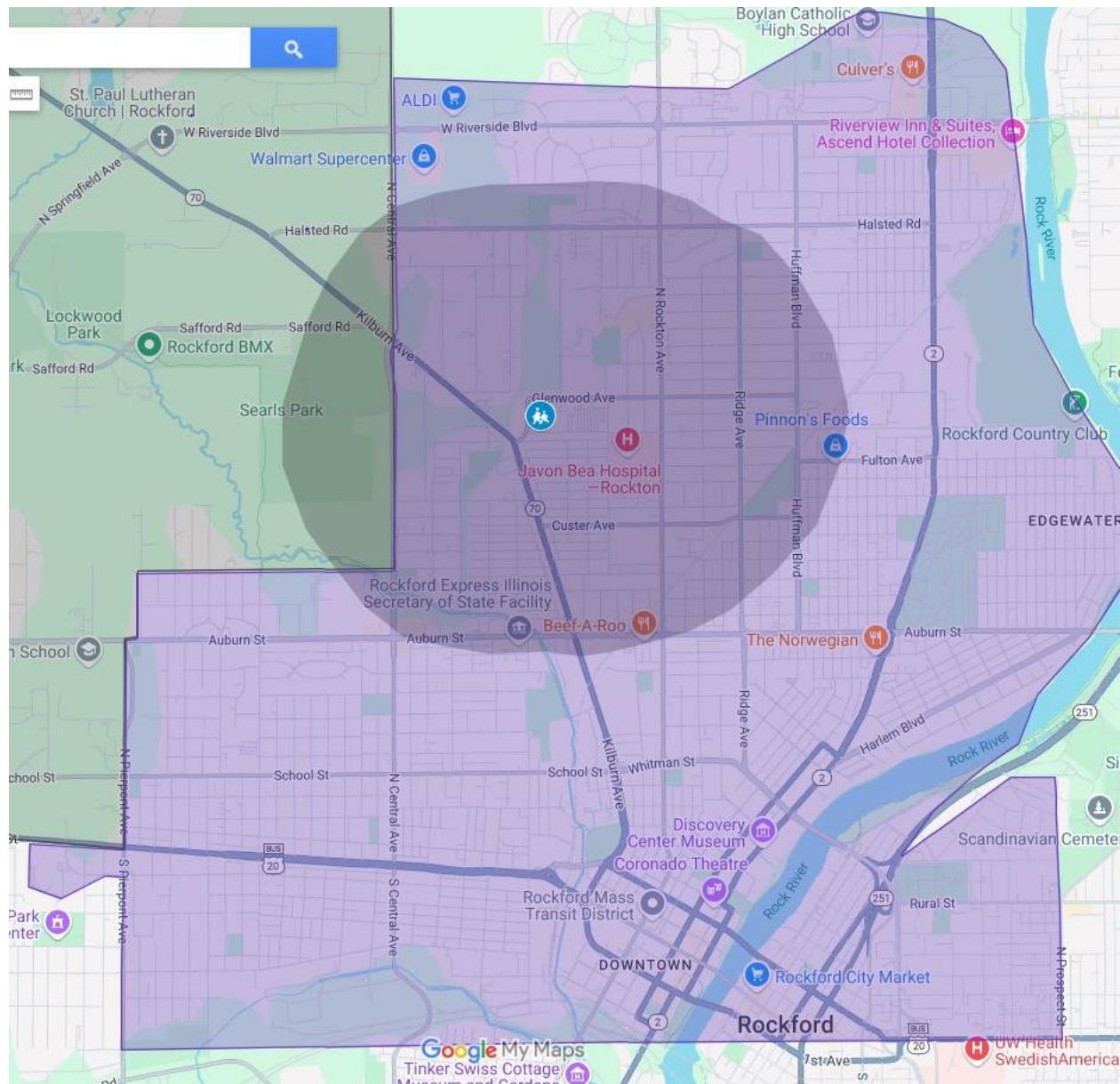
state registry check. Copies of documents confirming the above shall be included with the bid. Any change in staff during the course of the contract shall require submission of this information to Head Start prior to the new employees starting work.

- 3.8.2 All drivers must be trained in School Bus Safety Programs and Orientation/Evacuation Drills. New drivers shall be given a two (2) week period to obtain this training.
- 3.8.3 The contractor shall provide documentation that drivers driving a Head Start route are trained in basic First Aid.
- 3.8.4 The contractor shall provide each driver with a wallet-sized identification card bearing a photograph of the employee, suitable identification, and the employer's name and address. This identification shall be presented upon request of a parent/guardian or any Head Start program manager.
- 3.8.5 Drivers must adhere to the Head Start Code of Conduct at all times. See Attachment C for Code of Conduct.
- 3.8.6 Drivers must not smoke, eat, drink, or use foul language while loading, unloading or transporting students in their vehicles. Smoking on any vehicle, at any time, is not permitted.
- 3.8.7 Drivers shall assist students to and from vehicle in necessary cases.
- 3.8.8 Drivers will, under no circumstances, strike or use undue physical force on any student.
- 3.8.9 Drivers shall report any student conduct problem immediately to the Program Supervisor.
- 3.8.10 Drivers shall not give students any food, drinks or toys.
- 3.8.11 Drivers shall not leave students unattended in the vehicle for unnecessary periods. The engine is to be turned off and the ignition key removed by the driver when leaving the vehicle and all proper precautions shall be taken to ensure that the vehicle cannot be set in motion.
- 3.8.12 Drivers must make sure the vehicle doors are closed and the safety locks are used at all times when the vehicle is in motion.
- 3.8.13 At no time may the number of students in any vehicle exceed the manufacturer's specifications.
- 3.8.14 Under no circumstances shall students be required to stand while the vehicle is in motion.
- 3.8.15 The driver must complete a post-trip inspection of the vehicle at the end of each trip for any sleeping students or lost articles.
- 3.8.16 The contractor is required to have the driver perform a dry run of their routes in the preceding week prior to the start of the school year. Stops are identified to eliminate crossing streets or highways to board or depart the bus.
- 3.8.17 The contractor must ensure that drivers receive training in Head Start policies and procedures prior to transporting any enrolled children and must receive refresher training each year. Additional training could be required based on performance of the driver.
- 3.8.18 Bus routes must not exceed one hour.

3.8.19 The contractor must provide on board observations of bus drivers two times yearly and as needed. The contractor will be required to share the onboard observation with the Head Start Transportation Specialist. The Head Start Transportation Specialist will complete at least one on board yearly with each driver and share the documentation with the contractor.

### 3.9 Pricing and Invoicing

- 3.9.1 Pricing shall be for a daily rate for the program, regardless of the number of participants, or the number of miles traveled, and shall include the vehicle (including, but not limited to, all fuel, fluids, maintenance, repairs, and driver).
- 3.9.2 For any cancelled or combined routes by the contractor, the program will not be charged for the combined or cancelled route.
- 3.9.3 All charges related to the contractor's work or services under this contract shall be invoiced by the contractor to the City within 30 days of the cost or expense being incurred by the contractor. The invoices must include documentation of cancelled or combined routes if applicable. The City will decline reimbursement to the Contractor for any costs, work, or services invoiced to the City that have surpassed the 30-day window unless good cause is shown for the late submission.
- 3.9.4 This contract is being paid for with grant funds, and as a result, there are certain reporting obligations recipients must comply with under the terms of the grant. The grant funds obligated for this contract have a closeout period of 90 days after the end of the grant term on March 31, 2026. Failure to submit **final** requests for payment within the 90-day closeout period will result in the forfeiture of payment. This requirement does not waive the obligation that the contractor submit invoices within 30 days of incurring any costs or expenses under this contract.



**Transportation Excerpts from Head Start Program Performance Standards:**

**Definitions:**

*Allowable alternate vehicle* means a vehicle designed for carrying eleven or more people, including the driver, that meets all the Federal Motor Vehicle Safety Standards applicable to school buses, except 49 CFR 571.108 and 571.131.

*Child restraint system* means any device designed to restrain, seat, or position children that meets the current requirements of Federal Motor Vehicle Safety Standard No. 213, Child Restraint Systems, 49 CFR 571.213, for children in the weight category established under the regulation, or any device designed to restrain, seat, or position children, other than a Type I seat belt as defined at 49 CFR 571.209, for children not in the weight category currently established by 49 CFR 571.213.

*Commercial Driver's License (CDL)* means a license issued by a state or other jurisdiction, in accordance with the standards contained in 49 CFR part 383, to an individual which authorizes the individual to operate a class of commercial motor vehicles.

*Federal Motor Vehicle Safety Standards (FMVSS)* means the National Highway and Traffic Safety Administration's standards for motor vehicles and motor vehicle equipment (49 CFR part 571) established under section 30111 of Title 49, United States Code.

*Fixed route* means the established routes to be traveled on a regular basis by vehicles that transport children to and from Head Start program activities, and which include specifically designated stops where children board or exit the vehicle.

*National Driver Register* means the National Highway Traffic Safety Administration's automated system for assisting state driver license officials in obtaining information regarding the driving records of individuals who have been denied licenses for cause; had their licenses denied for cause, had their licenses canceled, revoked, or suspended for cause, or have been convicted of certain serious driving offenses.

*School bus* means a motor vehicle designed for carrying 11 or more persons (including the driver) and which complies with the Federal Motor Vehicle Safety Standards applicable to school buses.

*Transportation services* means the planned transporting of children to and from sites where an agency provides services funded under the Head Start Act. Transportation services can involve the pick-up and discharge of children at regularly scheduled times and pre-arranged sites, including trips between children's homes and program settings. The term includes services provided directly by the Head Start grant recipient or delegate agency and services which such agencies arrange to be provided by another organization or an individual. Incidental trips, such as transporting a sick child home before the end of the day, or such as might be required to transport small groups of children to and from necessary services, are not included under the term.

(b) A grant recipient must obtain the responsible HHS official's written approval before it uses Head Start funds, in whole or in part, to contract construction or renovation services. The grant recipient must ensure these contracts are paid on a lump sum fixed-price basis.

(c) A grant recipient must obtain prior written approval from the responsible HHS official for contract modifications that would change the scope or objective of a project or would materially alter the costs, by increasing the amount of grant funds needed to complete the project.

(d) A grant recipient must ensure all construction and renovation contracts paid, in whole or in part with Head Start funds contain a clause that gives the responsible HHS official or his or her designee access to the facility, at all reasonable times, during construction and inspection.

## **§1303.56 Inspection of work.**

The grant recipient must submit to the responsible HHS official a final facility inspection report by a licensed engineer or architect within 30 calendar days after the project is completed. The inspection report must certify that the facility complies with local building codes, applicable child care licensing requirements, is structurally sound and safe for use as a Head Start facility, complies with the access requirements of the Americans with Disabilities Act, section 504 of the Rehabilitation Act, and the Flood Disaster Protection Act of 1973, and complies with National Historic Preservation Act of 1966.

## **Subpart F — Transportation**

### **§1303.70 Purpose.**

(a) Applicability. This rule applies to all agencies, including those that provide transportation services, with the exceptions and exclusions provided in this section, regardless of whether such transportation is provided directly on agency owned or leased vehicles or through arrangement with a private or public transportation provider.

(b) Providing transportation services.

(1) If a program does not provide transportation services, either for all or a portion of the children, it must provide reasonable assistance, such as information about public transit availability, to the families of such children to arrange transportation to and from its activities, and provide information about these transportation options in recruitment announcements.

(2) A program that provides transportation services must make reasonable efforts to coordinate transportation resources with other human services agencies in its community in order to control costs and to improve the quality and the availability of transportation services.

(3) A program that provides transportation services must ensure all accidents involving vehicles that transport children are reported in accordance with applicable state requirements.

(c) Waiver.

(1) A program that provides transportation services must comply with all provisions in this subpart. A Head Start Preschool program may request to waive a specific requirement in this part, in writing, to the responsible HHS official, as part of an agency's annual application for financial assistance or amendment and must submit any required documentation the responsible HHS official deems necessary to support the waiver. The responsible HHS official is not authorized to waive any requirements with regard to children enrolled in an Early Head Start program. A program may request a waiver when:

- (i) Adherence to a requirement in this part would create a safety hazard in the circumstances faced by the agency; and,
- (ii) For preschool children, compliance with requirements related to child restraint systems at §§1303.71(d) and 1303.72(a)(1) or bus monitors at §1303.72(a)(4) will result in a significant disruption to the program and the agency demonstrates that waiving such requirements is in the best interest of the children involved.

(2) The responsible HHS official is not authorized to waive any requirements of the Federal Motor Vehicle Safety Standards (FMVSS) made applicable to any class of vehicle under 49 CFR part 571.

## **§1303.71 Vehicles.**

(a) Required use of schools' buses or allowable alternative vehicles. A program, with the exception of transportation services to children served under a home-based option, must ensure all vehicles used or purchased with grant funds to provide transportation services to enrolled children are school buses or allowable alternate vehicles that are equipped for use of height- and weight-appropriate child restraint systems, and that have reverse beepers.

(b) Emergency equipment. A program must ensure each vehicle used in providing such services is equipped with an emergency communication system clearly labeled and appropriate emergency safety equipment, including a seat belt cutter, charged fire extinguisher, and first aid kit.

(c) Auxiliary seating. A program must ensure any auxiliary seating, such as temporary or folding jump seats, used in vehicles of any type providing such services are built into the vehicle by the manufacturer as part of its standard design, are maintained in proper working order, and are inspected as part of the annual inspection required under paragraph (e)(2)(i) of this section.

(d) Child restraint systems. A program must ensure each vehicle used to transport children receiving such services is equipped for use of age-, height- and weight-appropriate child safety restraint systems as defined in part 1305 of this chapter.

(e) Vehicle maintenance.

- (1) A program must ensure vehicles used to provide such services are in safe operating condition at all times.

(2) The program must:

- (i) At a minimum, conduct an annual thorough safety inspection of each vehicle through an inspection program licensed or operated by the state;
- (ii) Carry out systematic preventive maintenance on vehicles; and,
- (iii) Ensure each driver implements daily pre-trip vehicle inspections.

(f) New vehicle inspection. A program must ensure bid announcements for school buses and allowable alternate vehicles to transport children in its program include correct specifications and a clear statement of the vehicle's intended use. The program must ensure vehicles are examined at delivery to ensure they are equipped in accordance with the bid specifications and that the manufacturer's certification of compliance with the applicable FMVSS is included with the vehicle.

## §1303.72 Vehicle operation.

(a) Safety. A program must ensure:

- (1) Each child is seated in a child restraint system appropriate to the child's age, height, and weight;
- (2) Baggage and other items transported in the passenger compartment are properly stored and secured, and the aisles remain clear and the doors and emergency exits remain unobstructed at all times;
- (3) Up-to-date child rosters and lists of the adults each child is authorized to be released to, including alternates in case of emergency, are maintained and no child is left behind, either at the classroom or on the vehicle at the end of the route; and,
- (4) With the exception of transportation services to children served under a home-based option, there is at least one bus monitor on board at all times, with additional bus monitors provided as necessary.

(b) Driver qualifications. A program, with the exception of transportation services to children served under a home-based option, must ensure drivers, at a minimum:

- (1) In states where such licenses are granted, have a valid Commercial Driver's License (CDL) for vehicles in the same class as the vehicle the driver will be operating; and,
- (2) Meet any physical, mental, and other requirements as necessary to perform job-related functions with any necessary reasonable accommodations.

(c) Driver application review. In addition to the applicant review process prescribed §1302.90(b) of this chapter, a program, with the exception of transportation services to children served under a home-based option, must ensure the applicant review process for drivers includes, at minimum:

- (1) Disclosure by the applicant of all moving traffic violations, regardless of penalty;

- (2) A check of the applicant's driving record through the appropriate state agency, including a check of the applicant's record through the National Driver Register, if available;
- (3) A check that drivers qualify under the applicable driver training requirements in the state or tribal jurisdiction; and,
- (4) After a conditional employment offer to the applicant and before the applicant begins work as a driver, a medical examination, performed by a licensed doctor of medicine or osteopathy, establishing that the individual possesses the physical ability to perform any job-related functions with any necessary accommodations.

(d) Driver training.

- (1) A program must ensure any person employed as a driver receives training prior to transporting any enrolled child and receives refresher training each year.

- (2) Training must include:

- (i) Classroom instruction and behind-the-wheel instruction sufficient to enable the driver to operate the vehicle in a safe and efficient manner, to safely run a fixed route, to administer basic first aid in case of injury, and to handle emergency situations, including vehicle evacuation, operate any special equipment, such as wheelchair lifts, assistance devices or special occupant restraints, conduct routine maintenance and safety checks of the vehicle, and maintain accurate records as necessary; and,
  - (ii) Instruction on the topics listed in §1303.75 related to transportation services for children with disabilities.

- (3) A program must ensure the annual evaluation of each driver of a vehicle used to provide such services includes an on-board observation of road performance.

(e) Bus monitor training. A program must train each bus monitor before the monitor begins work, on child boarding and exiting procedures, how to use child restraint systems, completing any required paperwork, how to respond to emergencies and emergency evacuation procedures, how to use special equipment, child pick-up and release procedures, how to conduct and pre- and post-trip vehicle checks. Bus monitors are also subject to staff safety training requirements in §1302.47(b)(4) of this chapter including Cardio Pulmonary Resuscitation (CPR) and first aid.

## **§1303.73 Trip routing.**

- (a) A program must consider safety of the children it transports when it plans fixed routes.

- (b) A program must also ensure:

- (1) The time a child is in transit to and from the program must not exceed one hour unless there is no shorter route available or any alternative shorter route is either unsafe or impractical;
  - (2) Vehicles are not loaded beyond maximum passenger capacity at any time;

- (3) Drivers do not back up or make U-turns, except when necessary for safety reasons or because of physical barriers;
- (4) Stops are located to minimize traffic disruptions and to afford the driver a good field of view in front of and behind the vehicle;
- (5) When possible, stops are located to eliminate the need for children to cross the street or highway to board or leave the vehicle;
- (6) Either a bus monitor or another adult escorts children across the street to board or leave the vehicle if curbside pick-up or drop off is impossible; and,
- (7) Drivers use alternate routes in the case of hazardous conditions that could affect the safety of the children who are being transported, such as ice or water build up, natural gas line breaks, or emergency road closing.

## **§1303.74 Safety procedures.**

- (a) A program must ensure children who receive transportation services are taught safe riding practices, safety procedures for boarding and leaving the vehicle and for crossing the street to and from the vehicle at stops, recognition of the danger zones around the vehicle, and emergency evacuation procedures, including participating in an emergency evacuation drill conducted on the vehicle the child will be riding.
- (b) A program that provides transportation services must ensure at least two bus evacuation drills in addition to the one required under paragraph (a) of this section are conducted during the program year.

## **§1303.75 Children with disabilities.**

- (a) A program must ensure there are school buses or allowable alternate vehicles adapted or designed for transportation of children with disabilities available as necessary to transport such children enrolled in the program. This requirement does not apply to the transportation of children receiving home-based services unless school buses or allowable alternate vehicles are used to transport the other children served under the home-based option by the grant recipient. Whenever possible, children with disabilities must be transported in the same vehicles used to transport other children enrolled in the Head Start program.
- (b) A program must ensure special transportation requirements in a child's IEP or IFSP are followed, including special pick-up and drop-off requirements, seating requirements, equipment needs, any assistance that may be required, and any necessary training for bus drivers and monitors.

## §1302.47 Safety practices.

(a) A program must establish, train staff on, implement, and enforce a system of health and safety practices that ensure children are kept safe at all times. A program should consult Caring for our Children Basics, available at [http://www.acf.hhs.gov/sites/default/files/ecd/caring\\_for\\_our\\_children\\_basics.pdf](http://www.acf.hhs.gov/sites/default/files/ecd/caring_for_our_children_basics.pdf), for additional information to develop and implement adequate safety policies and practices described in this part.

(b) A program must develop and implement a system of management, including ongoing training, oversight, correction, and continuous improvement in accordance with § 1302.102, that includes policies and practices to ensure all facilities, equipment and materials, background checks, safety training, safety and hygiene practices and administrative safety procedures are adequate to ensure child safety. This system must ensure:

- (1) Facilities. All facilities where children are served, including areas for learning, playing, sleeping, toileting, and eating are, at a minimum:
  - (i) Meet licensing requirements in accordance with §§ 1302.21(d)(1) and 1302.23(d);
  - (ii) Clean and free from pests;
  - (iii) Free from pollutants, hazards and toxins that are accessible to children and could endanger children's safety;
  - (iv) Designed to prevent child injury and free from hazards, including choking, strangulation, electrical, and drowning hazards, hazards posed by appliances and all other safety hazards;
  - (v) Well lit, including emergency lighting;
  - (vi) Equipped with safety supplies that are readily accessible to staff, including, at a minimum, fully-equipped, and up-to-date first aid kits and appropriate fire safety supplies;
  - (vii) Free from firearms or other weapons that are accessible to children;
  - (viii) Designed to separate toileting and diapering areas from areas for preparing food, cooking, eating, or children's activities; and,
  - (ix) Kept safe through an ongoing system of preventative maintenance.

(2) Equipment and materials. Indoor and outdoor play equipment, cribs, cots, feeding chairs, strollers, and other equipment used in the care of enrolled children, and as applicable, other equipment and materials meet standards set by the Consumer Product Safety Commission (CPSC) or the American Society for Testing and Materials, International (ASTM). All equipment and materials must at a minimum:

- (i) Be clean and safe for children's use and are appropriately disinfected;

- (ii) Be accessible only to children for whom they are age appropriate;
- (iii) Be designed to ensure appropriate supervision of children at all times;
- (iv) Allow for the separation of infants and toddlers from preschoolers during play in center-based programs; and,
- (v) Be kept safe through an ongoing system of preventative maintenance.

(3) Background checks. All staff have complete background checks in accordance with §1302.90(b).

(4) Safety training.

(i) Staff with regular child contact. All staff with regular child contact have initial orientation training within three months of hire and ongoing training in all state, local, tribal, federal, and program-developed health, safety, and child care requirements to ensure the safety of children in their care; including, at a minimum, and as appropriate based on staff roles and ages of children they work with, training in:

- (A) The prevention and control of infectious diseases;
- (B) Prevention of sudden infant death syndrome and use of safe sleeping practices;
- (C) Administration of medication, consistent with standards for parental consent;
- (D) Prevention and response to emergencies due to food and allergic reactions;
- (E) Building and physical premises safety, including identification of and protection from hazards, bodies of water, and vehicular traffic;
- (F) Prevention of shaken baby syndrome, abusive head trauma, and child maltreatment;
- (G) Emergency preparedness and response planning for emergencies;
- (H) Handling and storage of hazardous materials and the appropriate disposal of biocontaminants;
- (I) Appropriate precautions in transporting children, if applicable;
- (J) First aid and cardiopulmonary resuscitation; and,
- (K) Recognition and reporting of child abuse and neglect, in accordance with the requirement at paragraph (b)(5) of this section.

(ii) Staff without regular child contact. All staff with no regular responsibility for or contact with children have initial orientation training within three months of hire; ongoing training in all state, local, tribal, federal, and program-developed health, and safety requirements applicable to their work; and training in the program's emergency and disaster preparedness procedures.

(5) Safety practices. All staff, consultants, contractors, and volunteers follow appropriate practices to keep children safe during all activities, including, at a minimum:

- (i) Reporting of suspected or known child abuse and neglect, as defined by the Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C. 5101 note), including that staff comply with applicable Federal, State, local, and Tribal laws;
- (ii) Safe sleep practices, including ensuring that all sleeping arrangements for children under 18 months of age use firm mattresses or cots, as appropriate, and for children under 12 months, soft bedding materials or toys must not be used;
- (iii) Appropriate supervision of children at all times;
- (iv) Only releasing children to an authorized adult; and
- (v) All standards of conduct described in § 1302.90(c)(1)(ii).

(6) Hygiene practices. All staff systematically and routinely implement hygiene practices that at a minimum ensure:

- (i) Appropriate toileting, hand washing, and diapering procedures are followed;
- (ii) Safe food preparation; and,
- (iii) Exposure to blood and body fluids are handled consistent with standards of the Occupational Safety Health Administration.

(7) Administrative safety procedures. Programs establish, follow, and practice, as appropriate, procedures for, at a minimum:

- (i) Emergencies;
- (ii) Fire prevention and response;
- (iii) Protection from contagious disease, including appropriate inclusion and exclusion policies for when a child is ill, and from an infectious disease outbreak, including appropriate notifications of any reportable illness;
- (iv) The handling, storage, administration, and record of administration of medication;
- (v) Maintaining procedures and systems to ensure children are only released to an authorized adult; and,
- (vi) Child specific health care needs and food allergies that include accessible plans of action for emergencies. For food allergies, a program must also post individual child food allergies prominently where staff can view wherever food is served.

(8) Disaster preparedness plan. The program has all-hazards emergency management/disaster preparedness and response plans for more and less likely events including natural and man-made disasters and emergencies, and violence in or near programs.

(9) COVID-19 mitigation policy. The program has an evidence-based COVID-19 mitigation policy developed in consultation with their Health Services Advisory Committee (HSAC) that can be scaled up or down based on the impact of COVID-19 in the community to protect staff, children, and families from COVID-19 infection.

(10) Exposure to lead in water and paint prevention practices. A program must develop a plan to prevent children from being exposed to lead in water and paint in Head Start facilities. In facilities where lead may exist, a program must implement ongoing practices, including testing and inspection at least every two years, with support from trained professionals. As needed, a program must pursue remediation or abatement to prevent lead exposure.

(c) A program must report any safety incidents in accordance with § 1302.102(d)(1)(ii).

## **Subpart E—Family and Community Engagement Program Services**

### **§1302.50 Family engagement.**

(a) Purpose. A program must integrate parent and family engagement strategies into all systems and program services to support family well-being and promote children’s learning and development. Programs are encouraged to develop innovative multi-generation approaches that address prevalent needs of families across their program that may leverage community partnerships or other funding sources. This includes communicating with families in a format that meets the needs of each individual family.

(b) Family engagement approach. A program must:

(1) Recognize parents as their children’s primary teachers and nurturers and implement intentional strategies to engage parents in their children’s learning and development and support parent-child relationships, including specific strategies for father engagement;

(2) Develop relationships with parents and structure services to encourage trust and respectful, ongoing two-way communication between staff and parents to create welcoming program environments that incorporate the unique cultural, ethnic, and linguistic backgrounds of families in the program and community;

(3) Collaborate with families in a family partnership process that identifies needs, interests, strengths, goals, and services and resources that support family well-being, including family safety, health, and economic stability;

(4) Provide parents with opportunities to participate in the program as employees or volunteers;

(5) Conduct family engagement services in the family’s preferred language, or through an interpreter, to the extent possible, and ensure families have the opportunity to share personal information in an environment in which they feel safe; and,

services that help reduce barriers to healthy maternal and birthing outcomes for each family, including services that address disparities across racial and ethnic groups, and use data on enrolled pregnant women to inform program services.

## **§1302.81 Prenatal and postpartum information, education, and services.**

- (a) A program must provide enrolled pregnant women, mothers, fathers, and partners or other family members the prenatal and postpartum information, education and services that address, as appropriate, fetal development, the importance of nutrition in the prenatal and postpartum stage including breastfeeding, the risks of alcohol, drugs, and smoking and the benefits of substance use treatment, labor and delivery, postpartum recovery, and infant care and safe sleep practices.
- (b) A program must support pregnant women, mothers, fathers, partners, or other family members to access mental health services, including referrals, as appropriate, to address concerns including prenatal and postpartum mental health concerns including but not limited to anxiety, depression, grief or loss, birth trauma, and substance use.
- (c) A program must also address pregnant women's needs for appropriate supports for social and emotional well-being, nurturing and responsive caregiving, and father, partner, or other family member engagement during pregnancy and early childhood.

## **§1302.82 Family partnership services for enrolled pregnant women.**

- (a) A program must engage enrolled pregnant women and other relevant family members, such as fathers, in the family partnership services as described in § 1302.52 and include a specific focus on factors that influence prenatal and postpartum maternal and infant health. If a program uses a curriculum in the provision of services to pregnant women, this should be a maternal health curriculum, to support prenatal and postpartum education needs.
- (b) A program must engage enrolled pregnant women and other relevant family members, such as fathers, in discussions about program options, plan for the infant's transition to program enrollment, and support the family during the transition process, where appropriate.

## **Subpart I — Human Resources Management**

### **§1302.90 Personnel policies.**

- (a) Establishing personnel policies and procedures. A program must establish written personnel policies and procedures that are approved by the governing body and policy council or policy committee and that are available to all staff.
- (b) Background checks and selection procedures.

(1) Before a person is hired, directly or through contract, including transportation staff and contractors, a program must conduct an interview, verify references, conduct a sex offender registry check, and obtain one of the following:

- (i) State or tribal criminal history records, including fingerprint checks; or,
- (ii) Federal Bureau of Investigation criminal history records, including fingerprint checks.

(2) A program has 90 days after an employee is hired to complete the background check process by obtaining:

- (i) Whichever check listed in paragraph (b)(1) of this section was not obtained prior to the date of hire; and,
- (ii) Child abuse and neglect state registry check, if available.

(3) A program must review the information found in each employment application and complete background check to assess the relevancy of any issue uncovered by the complete background check including any arrest, pending criminal charge, or conviction and must use Child Care and Development Fund (CCDF) disqualification factors described in 42 U.S.C. 9858f(c)(1)(D) and 42 U.S.C. 9858f(h)(1) or tribal disqualifications factors to determine whether the prospective employee can be hired or the current employee must be terminated.

(4) A program must ensure a newly hired employee, consultant, or contractor does not have unsupervised access to children until the complete background check process described in paragraphs (b)(1) through (3) of this section is complete.

(5) A program must conduct the complete background check for each employee, consultant, or contractor at least once every five years which must include each of the four checks listed in paragraphs (b)(1) and (2) of this section, and review and make employment decisions based on the information as described in paragraph (b)(3) of this section, unless the program can demonstrate to the responsible HHS official that it has a more stringent system in place that will ensure child safety.

(6) A program must consider current and former program parents for employment vacancies for which such parents apply and are qualified.

(c) Standards of conduct.

(1) A program must ensure all staff, consultants, contractors, and volunteers abide by the program's standards of conduct that:

- (i) Ensure staff, consultants, contractors, and volunteers implement positive strategies to support children's well-being and prevent and address challenging behavior;
- (ii) Ensure staff, consultants, contractors, and volunteers do not engage in behaviors that maltreat or endanger the health or safety of children, including at a minimum:

Part 1302

- (A) Corporal punishment or physically abusive behavior, defined as intentional use of physical force that results in, or has the potential to result in, physical injury. Examples include, but are not limited to, hitting, kicking, shaking, biting, pushing, restraining, force feeding, or dragging;
- (B) Sexually abusive behavior, defined as any completed or attempted sexual act, sexual contact, or exploitation. Examples include, but are not limited to, behaviors such as inappropriate touching, inappropriate filming, or exposing a child to other sexual activities;
- (C) Emotionally harmful or abusive behavior, defined as behaviors that harm a child's self-worth or emotional well-being. Examples include, but are not limited to, using seclusion, using, or exposing a child to public or private humiliation, or name calling, shaming, intimidating, or threatening a child; and
- (D) Neglectful behavior, defined as the failure to meet a child's basic physical and emotional needs including access to food, education, medical care, appropriate supervision by an adequate caregiver, and safe physical and emotional environments. Examples include, but are not limited to, leaving a child unattended on a bus, withholding food as punishment, or refusing to change soiled diapers as punishment;

- (iii) Ensure staff, consultants, contractors, and volunteers report reasonably suspected or known incidents of child abuse and neglect, as defined by the Federal Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C. 5101 note) and in compliance with Federal, State, local, and Tribal laws;
- (iv) Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each individual and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;
- (v) Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with subpart C of part 1303 of this chapter and applicable Federal, State, local, and Tribal laws; and,
- (v) Ensure no child is left alone or unsupervised.

- (2) Personnel policies and procedures must include appropriate penalties for staff, consultants, and volunteers who violate the standards of conduct.

- (d) Communication with dual language learners and their families.
  - (1) A program must ensure staff and program consultants or contractors are familiar with the ethnic backgrounds and heritages of families in the program and are able to serve and effectively communicate, either directly or through interpretation and translation, with children who are dual language learners and to the extent feasible, with families with limited English proficiency.

## **City of Rockford Head Start Code of Conduct**

### **Standards of Conduct 1302.90 (c)**

All staff, consultants, contractors, and volunteers abide by the program's standards of conduct.

Read and review each statement below. Initial each line, sign and date the document. By initialing the line before each statement and signing, you are indicating complete understanding of the Code of Conduct.

**1.** All staff, consultants, contractors, and volunteers will:

- a.** Implement positive strategies to support children's well-being and prevent and address challenging behavior;
- b.** Respect and promote the unique identity of each individual and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;
- c.** Comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with and applicable federal, state, and local laws;
- d.** Ensure no child is left alone or unsupervised

**2.** All staff, consultants, contractors, and volunteers will not engage in behaviors that maltreat or endanger the safety of children, including, at a minimum. Staff, consultants, contractors, and volunteers will not:

- a.** Corporal punishment or physically abusive behavior, defined as intentional use of physical force that results in, or has the potential to result in, physical injury. Examples include, but are not limited to, hitting, kicking, shaking, biting, pushing, restraining, force feeding, or dragging;
- b.** Sexually abusive behavior, defined as any completed or attempted sexual act, sexual contact, or exploitation. Examples include, but are not limited to, behaviors such as inappropriate touching, inappropriate filming, or exposing a child to other sexual activities;
- c.** Emotionally harmful or abusive behavior, defined as behaviors that harm a child's self-worth or emotional well-being. Examples include, but are not limited to, using seclusion, using or exposing a child to public or private humiliation, or name calling, shaming, intimidating, or threatening a child; and
- d.** Neglectful behavior, defined as the failure to meet a child's basic physical and emotional needs including access to food, education, medical care, appropriate supervision by an adequate caregiver, and safe physical and emotional environments. Examples include, but are not limited to, leaving a child unattended on a bus, withholding food as punishment or refusing to change soiled diapers as punishment.

I understand that I am responsible for the above information.

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**Print Name, Sign Name and Date**

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**Program Name/Collaboration Name/Company Name**