



PUBLIC NOTICE
REQUEST FOR PROPOSAL #26-38
COMPENSATED PUBLIC MURAL PROJECT – FRENCH MARKET PLAZA

The Fine and Cultural Arts Commission for the City of Wheaton, Illinois, invites qualified artists to submit materials for consideration for a compensated public mural project. This project is intended to enhance the visual environment of the community while reflecting Wheaton's character, history, and commitment to public art. Artists interested in submitting can download the packet directly from the City's website at [Bid Postings • Wheaton, IL • CivicEngage](#) and on DemandStar.com. The packet contains a detailed description of the project, site photographs, layout, and specific requirements for the format and content of submission. This advertisement will remain posted for a total of 30 calendar days prior to acceptance of proposals and will be on continuous display on the City's website and on DemandStar.com.

Inquiries and/or questions pertaining to the provisions and specifications of this proposal package shall be directed to the Procurement Officer, in writing at asperkowski@wheaton.il.us. **Questions will be accepted until Wednesday, February 25, 2026, at 11:00 am (CST).** Questions will be answered via addendum and posted to the City's website at [Bid Postings • Wheaton, IL • CivicEngage](#) and on DemandStar.com. No questions will be accepted or answered verbally. **No questions will be accepted or answered after the Wednesday, February 25, 2026, at 11:00 am (CST) cut-off date/time.** It is the artist's responsibility to check the website before submitting their Proposal.

Submittals must be received by **March 9, 2026, no later than 12:00 pm (CST).**

Electronic Proposals shall be submitted to:
asperkowski@wheaton.il.us
City of Wheaton,
303 W. Wesley Street - 1st Floor Finance Counter
Wheaton, IL 60187
Attn: **Tony Sperkowski, Procurement Officer**

Proposals received after the closing time and date will be rejected. Do not include cost information with your submittal.

City of Wheaton's written procedures substantially follow guidelines set forth in Section 5-5 of IDOT's BLRS Manual and specifically Section 5-5.06 (e), therefore approval from the FHWA does not apply.

The City of Wheaton encourages minority Artists to submit proposals.



Request for Artist
Mural Project
WHEATON 250

Deadline:
March 9th noon



General Information

The Fine and Cultural Arts Commission for the City of Wheaton, Illinois, invites qualified artists to submit materials for consideration for a compensated public mural project. This project is intended to enhance the visual environment of the community while reflecting Wheaton's character, history, and commitment to public art.

Project Description

The selected artist will be responsible for the design and execution of a permanent mural at a designated public location within the City of Wheaton.

- **Location:** French Market Plaza in downtown Wheaton
- **Mural Size:** Varies from 5 foot to 6 foot high along the length of a 180-foot smooth concrete wall (see site photos attached)
- **Theme:** Historical timeline of Wheaton from 1776 to 2026 in celebration of the 250th anniversary of the signing of the Declaration of Independence. **Note:** Mural color palette needs to work with the existing mural. (see site photos below)
- **Timeline:** February, 2026 – Call for Artists Issued
March 9th, 2026 at 12:00 pm –Submissions Due
March 10th– 30th, 2026 – Proposal Review Period
March 31st, 2026 – Artist Notification
April 6th, 2026– Winning Proposal Announced
April 7th – June 15th – Project Completion

Location

Photographs of the area are attached as Attachment 1.

Artist Fee

The selected artist will receive a negotiated **artist fee** in recognition of the artist's creative services, including concept development, design, and project coordination. This artist fee is inclusive of costs related to materials, fabrication, equipment, installation, insurance, and other project-related expenses.

Payment of the artist fee will be made in accordance with City contracting requirements

City's Graphic Designer Art Wall Agreement (Exhibit B)

The attached Professional Artistic Services Agreement is the City's standard agreement which specifically outlines the contractual liabilities and shall be used for this project. In submitting a proposal, the firm agrees to enter into an agreement with the City utilizing the City's standard Graphic Designer Art Wall Agreement.

Illinois Municipal Compliance Requirements

The selected artist will be required to enter into a written agreement with the City of Wheaton and comply with all applicable federal, State of Illinois, and local laws, ordinances, and regulations. Compliance requirements may include, but are not limited to:

- Submission of a completed **W-9** form
- Proof of **general liability insurance** meeting City requirements

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- Completion of an artist waiver that releases any claims to the created art.

Final contract terms and requirements will be provided to the selected artist.

Eligibility

The City encourages submissions from professional artists with demonstrated experience in large-scale or outdoor public art projects. Artists of all backgrounds are encouraged to apply.

Submittal Requirements

Interested artists should submit the following materials for review:

- **A brief letter of interest**
- **A current résumé or curriculum vitae**
- **Examples of relevant past work (images or portfolio link) with a focus on the approach that you would be proposing for this site**
- **A brief description of the artist's general approach to public art**
- **Procurement Forms:**
 - References Form (Exhibit D)
 - Listing of Subcontractors, Consultants and Agents Form (Exhibit E)
 - Vendor Certification Form (Exhibit F)
 - Vendor Information Reporting Form (Exhibit G)
 - Certificate of Insurance
 - W9 Form

Selection Process

Submissions will be reviewed by a selection committee. Finalists may be asked to participate in an interview and/or submit a more detailed proposal. The City reserves the right to request additional information from respondents in order to clarify the content of their proposal and to ensure a full and complete understanding of each proposal. The artist to be recommended for award will be the one whose proposal is determined to be the most advantageous to the City and best works with the existing mural artwork and color palette.

Due Date for Written Questions

All questions, either administrative or technical, shall be submitted via email to Tony Sperkowski at asperkowski@wheaton.il.us no later than **February 25, 2025**, at 11:00 am (CST).

Addenda

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

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Costs Incurred in Responding

All costs incurred by the firm for proposal preparation and participation in this competitive procurement will be the sole responsibility of the firm. The City will not reimburse any firms for such costs. The City reserves the right to reject any or all proposals received. This RFP does not constitute a binding obligation on the part of the City to award a contract.

Confidential Information

Firms stating any portion of their proposal as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential. Failure to do so may result in information becoming a public record.

Insurance (Exhibit C)

Insurance is required as listed in Exhibit C – Insurance requirements. Provide a current Certificate of Insurance with your submittal.

No Response to RFP

If you are unable to submit a response, please return the ‘No-Participation’ form included in the RFP.

RFP Submittal

Submittals must be received by March 9, 2026, 12:00 pm (CST).
Submit one (1) original hard copy to:

City of Wheaton
Procurement Services
303 W. Wesley Street
Wheaton, IL 60187-0727
Attn: Tony Sperkowski, Procurement Officer

SITE PHOTOS



There is an existing 10' x 50' mural adjacent to the proposed site and the palette chosen needs to work with the proposed design.



CONTINUES ALONG THE WALKWAY



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

1) SOLICITATION PROCESS:

- a) Request for Proposal: The City of Wheaton solicits qualified individuals for Artistic Services. Artists are qualified based on:
 - i) A public formal Request for Qualifications (RFQ) or Request for Proposal (RFP).
 - ii) Prior experience with the City's facilities, equipment, infrastructure, or issue at hand.
- b) A formal RFQ or RFP is submitted to qualified firms.
- c) It is the responsibility of the Proposer to seek clarification of any requirement that may not be clear. Questions concerning this request shall be submitted via e-mail to the attention of the Procurement Officer by the last date for questions as reflected on the Notice to Bidders. A written response in the form of an addendum will be posted on the City's website for all Proposers to download. It is the responsibility of the Proposer to review all addendums.
- d) Proposers shall acknowledge the receipt of any addendum on their proposal.

2) THE CONE OF SILENCE:

- a) The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
- b) During the period beginning with the issuance of the RFQ or RFP through the execution of the award document, Proposers are prohibited from all communications regarding this request with City staff, City consultants, City legal counsel, City agents, or elected officials.
- c) Any attempt by a Proposer to influence a member or members of the aforementioned may be grounds to disqualify the Proposer from participation in this solicitation.
- d) Exceptions to the Cone of Silence:
 - Written communications directed to the Procurement Officer.
 - All communications occurring at pre-bid meetings.
 - Oral presentations during finalist interviews, negotiation proceedings, or site visits.
 - Oral presentations before publicly noticed committee meetings.
 - Firms already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
 - Procurement of goods or services for emergency situations.

3) INVESTIGATION:

- a) It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified.
- b) If the site of the work is an area restricted from the general public, an opportunity will be provided for Proposers to perform this inspection.
- c) If the site of the work is an area open to the general public, the Proposer may perform their inspection at a time of their choosing.

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4) PROPOSALS:

- a) Proposals must reference the project name and date of the RFQ or RFP. Documents should not utilize binders, folders, or papers larger than 8.5 x 11.
- b) Delivery of a proposal is acceptance of the City's Agreement. Proposals containing terms and conditions contrary to those specified may be considered non-responsive.

5) SIGNATURES AS OFFER:

- a) Under the conditions of the Uniform Commercial Code, the signing of the proposal by the Proposer constitutes an offer. If accepted by the City, the offer becomes part of the Agreement.
- b) Offers by:
 - Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his/her usual signature.
 - Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
 - Corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

6) WITHDRAWAL OF OFFERS:

- a) Offers may be withdrawn at any time prior to the due date. Requests to withdraw an offer shall be in writing, properly signed, and received by the Procurement Officer prior to the due date.
- b) Offers may not be withdrawn after the due date without the approval of the Procurement Officer.
- c) Negligence in preparing an offer confers no right of withdrawal after opening / due date.

7) TIMEFRAME AND CONSEQUENCES:

- a) Offers must be received before the designated time.
- b) Offers received after the designated time will be returned to the sender without review. Offers received late that may be attributed to delays by overnight delivery services, or by delivery services trying to deliver when offices are closed, will be considered late, and returned to the sender.
- c) Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

8) RECEIPT OF FORMAL OFFERS:

- a) Formal offers by sealed envelope will be opened at the time and location stated.

9) TAXES:

- a) The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated to the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
- b) The City's Sales Tax Exemption Number is E99974312.

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10) EVALUATION OF OFFERS:

- a) Rejection of Offers: The City reserves the right to reject any and all offers in whole or in part according to the best interests of the City.
- b) Receipt of One (or too few) offers: If the City receives one or too few proposals, as defined by the City, the City may reschedule the due date. The offers received will either be:
 - returned unopened to the Proposer for re-submittal at the new due date and time, or
 - if there are no changes in requirements, and pending Agreement with the Proposer, held until the new due date and time.
- c) If the request was publicly broadcast, and the City did not receive any proposals, the City may negotiate with any interested parties.

11) DETERMINING RESPONSIVENESS OF THE PROPOSAL:

- a) Responsive proposals are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation request, inclusive of all requirements, able to meet delivery requirements, accepting of all Agreement terms and conditions.
- b) The degree to which a proposal meets the requirements is determined solely on the judgment of the proposal evaluation team.

12) CLARIFICATION OF OFFERS:

- a) The City may conduct discussions with Proposers to further clarify the offer as may be necessary. Clarifications shall be documented by the Proposer and submitted (email or fax) within three (3) business days.

13) CONFIDENTIAL INFORMATION:

- a) Proposals are subject to Illinois State FOIA requirements including the following exemptions:
 - (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
 - Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
- b) Proposers considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

14) SELECTION PROCESS:

- a) An evaluation team will review all proposals based on weighted requirements. The evaluation team shall be composed of City staff and other Subject Matter Experts as required.
- b) Interviews may be conducted with Proposers on the short list. Said Proposers may be required to submit additional data during the interview process. Revisions to proposals may be permitted after initial submission and interview, but before award, for the purpose of obtaining best and final offers.

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- c) Proposers may be required to provide references. The City reserves the right to contact said references or other references that may be familiar with the Proposer. The City reserves the right to eliminate a Proposer who has not demonstrated the required years of service within the required specialty.
- d) The City reserves the right to negotiate the price and any other term with the Proposer offering the best and final offer. Any oral negotiations must be confirmed in writing prior to award.
- e) If a negotiated Agreement cannot be reached with the front runner, the City may proceed to negotiate with the second best and final offer.
- f) The City's determination of award for best overall value will consider the following non-exclusive list: available project management resources, soft costs of Agreement management; and training costs.

15) AWARD:

- a) Award is based on the best overall value to the City; and deemed most advantageous to the City, based on the totality of lawful considerations and other factors considered.
- b) While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of proposals, and to establish a ranking, the final decision will be a business decision by the City and will not be based on a numerical score. A recommendation to award will document the basis for the award decision.
- c) The City shall make every effort to award within ninety (90) days from the opening date.
- d) The City reserves the right to award by phase, part or portion of a phase, any line item or option regardless of order listed.

16) REQUIREMENTS IF AWARDED THE WORK:

- a) Insurance:
 - The successful Artist, if awarded by Agreement, will be required to carry insurance acceptable to the City.
 - Certificates of Insurance, Endorsements, and a Waiver of Subrogation must be submitted with the execution of the order.
 - The Proposers obligation to purchase stated insurance cannot be waived by the City's action or inaction.

17) SECURITY CLEARANCE:

- a) Background checks inclusive of finger printing may be required for service providers working in secured areas. Service providers will submit a list of employees' names to the Project Manager who will coordinate the background checks with the police department.
- b) Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this Agreement.

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18) AUDIT:

- a) The successful Proposer may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information, and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

19) PROTESTS:

- a) Right to Protest. Any actual or prospective, bidder, proposer, offeror, or vendor ("protesting party") who believes they have been adversely affected in connection with a City-issued solicitation, evaluation of a bid or proposal, or award of a contract may initiate a pre-bid, pre-award, or post-award protest. A protesting party has no right to protest the cancellation of ITBs or RFPs and protests relating to the rejection of all bids or proposals.
 - A pre-bid protest shall be submitted in writing to the Procurement Officer no later than five (5) business days before the due date for bids or proposals.
 - A pre-award protest shall be submitted in writing to the Procurement Officer no later than five (5) business days after the due date for bids or proposals or notification that the protesting party's status as a bidder or proposer has changed.
 - A post-award protest shall be submitted in writing no later than three (3) business days after the date the bid award is posted on the City's website or online forum.
- b) Contents of Protest. Protests must include: the name, address, phone number, e-mail address of the protesting party; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available); justification or grounds for the protest, with specificity of the local, state, and federal law, regulation or procedure that is alleged to be violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; the protesting party's argument and supporting documentation; information establishing the timeliness of the protest; and the signature of the protesting party. Issues not raised by the protesting party in the protest are deemed waived and may not be raised after a final determination has been made. Protests that do not meet the time or content requirements may be rejected by the Procurement Officer. The Procurement Officer is not obligated to postpone contract awards to allow a protesting party time to correct a deficient protest unless otherwise required by federal law or regulation.
- c) Protest Bond. The protesting party shall, at the time of submitting any protest to the City, furnish at its sole expense a protest bond in the form of a cashier's check payable to the City of Wheaton, in an amount equal to five percent (5%) of the City's estimate of the total contract award amount, or, if the amount of the contract award cannot be reasonably determined at that time, then in the amount of one thousand two hundred and fifty dollars (\$1,250.00). In those circumstances when the contract award cannot be reasonably determined, the City, by the determination of its City Attorney, may require a protest bond in an amount not to exceed ten thousand dollars (\$10,000.00) if one thousand two hundred and fifty dollars (\$1,250.00) is inadequate under the facts presented. If the City increases

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the required protest bond amount, the protesting party shall have five (5) business days in which to pay the City, in the form of a cashier's check, the difference between the one thousand two hundred and fifty dollars (\$1,250.00) and the new amount of protest bond. The protest bond shall serve as a guarantee of the validity and accuracy of the protest.

- i) If the protest is upheld, the bond shall be returned to the protesting party.
- ii) If the protest is denied, the bond shall be used by the City to recover any administrative costs and damages incurred as a result of the protest and/or resulting delay in the contracting for goods and services which were the subject of the solicitation.
- iii) Failure to submit a compliant protest bond with the written protest shall be deemed a waiver of the protest and jurisdictional deficiency in the protest that forfeits the right to protest.
- iv) Failure to pay any additional amount of protest bond required shall be deemed a waiver of the right to maintain a protest.

d) Respondent party response.

- A respondent party is a person who has the right to respond to a protesting party's protest and shall be an actual bidder, proposer, prospective bidder or prospective proposer in the procurement involved whose direct economic interest would be affected by the award of the contract or by the failure to award the contract; and who demonstrates compliance with the bid protest procedures, the terms on the invitation for bids, and the contract documents (if bid) or request for proposals (RFP), as applicable (hereinafter "respondent party").
- After receiving notice of the protest from the City, the respondent party shall have five business (5) days to respond in writing to a protest to provide the Procurement Officer with supplemental information. A respondent party may request, and the Procurement Officer may allow an additional period of time to respond if the protest is complicated and/or the documentation is voluminous. In no event will the additional time exceed 5 business days.
- The failure of a respondent party to respond to a protest, or to any portion of it, shall not be deemed to be an admission of any allegation in the protest, but shall be deemed to constitute a waiver of the opportunity to respond to such allegation(s), if any, at this stage in the process.

e) Stay of Procurement.

- i) Upon timely receipt of a protest and after examination of the issues surrounding the protest, the Procurement Officer, in consultation with the City Attorney, will determine whether the protest has merit and if the solicitation, evaluation, or award shall be stayed, or if other further action is necessary to protect the interests of the City.
- ii) If the contract performance has already begun, the Procurement Officer, in consultation with the City Attorney, will determine whether the performance of the contract should be suspended. A contract may not be suspended if the work or supplies are necessary to protect the interests of the City.

f) Final Determination. The Procurement Officer, in consultation with the City Attorney, will provide a written decision to the protesting party as expeditiously as possible, but no later than thirty (30) business days after receiving all relevant information. The Procurement Officer's decision shall become final on

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the third business day after the date of the Procurement Officer's written decision, unless a timely request for reconsideration is filed with the Procurement Officer as noted below.

- g) Reconsideration of Protest Decision. A protesting party or respondent party may request the Procurement Officer's reconsideration if:
- Information becomes available that was not previously known, or could have reasonably become known; or
 - The Procurement Officer's decision contains an error of law or regulation.

The request shall be submitted in writing to the Procurement Officer within three (3) business days of the date of issuance of the initial decision. The request shall include a detailed explanation of the basis for reconsideration and state the course of action the protesting party or respondent party desires that the Procurement Officer take. For purposes of this section, deposit in the mail, postage prepaid does not constitute filing or receipt. A request is considered filed when physically received by the Procurement Officer or duly appointed designee.

The Procurement Officer shall refer the request for reconsideration of the protest decision to the City Manager. The City Manager, or his or her designee, may conduct an evidentiary hearing at his or her sole option. The City Manager or designee will conduct a review of the request for reconsideration of the protest decision and will attempt to issue a decision within ten (10) business days after the City's receipt of the request for reconsideration or the date of the hearing, whichever is later. The City Manager or designee's decision shall be final.

After a written decision is issued by the City Manager or his designee, the appropriate actions will take place. If the protest is upheld, the Procurement Officer's actions may include, but are not limited to, any appropriate steps to correct the procurement process, such as: re-solicitation of bids or proposals, revising evaluation of bids or proposals, or termination of the contract. If the protest is denied, the Procurement Officer will lift any imposed suspension and proceed with the procurement process or the contract.

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GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE PROVIDERS

1) AGREEMENT ADMINISTRATION:

- a) A “Notice to Proceed” order will be issued by Procurement upon confirmation of a properly executed Agreement.
- b) Once the “Notice to Proceed” order is issued, the Firm's primary contact with the City will become the Project Manager.
- c) The Project Manager’s primary responsibility is to assure the City receives the professional services in accordance with the terms and conditions and requirements of the Agreement. The Project Manager will but is not limited to oversee the entire project from kick-off activities through close out and payment of final invoice; monitor project progress; address any quality issues and change orders; review and approve deliverables.

2) COMMUNICATIONS PLAN:

- a) The service provider is required to provide the City’s Project Manager with updates of the project: work completed, assumptions, problems encountered.
- b) The updates can be in person or over the phone, at the discretion of the City.

3) CHANGE ORDER PROCEDURE:

- a) The City reserves the right to make changes to the Scope of Work by altering, adding to, or deducting from the work, without invalidating the Agreement. All such changes shall be executed under the conditions of the original Agreement.

4) BULLETINS:

- a) Should the Firm consider that a change in the Scope of Work, the Agreement sum, or delivery date is required; he/she shall initiate a change order and submit to the Project Manager for documented approval before proceeding with the work.

5) CHANGE ORDERS:

- a) Issuance of a statement, or verbal approval, is not to be considered a Change Order and is not authorization to proceed.
- b) Change orders will be numbered in sequence and dated.
- c) Approved Change Orders are required with any/all changes in, the Scope of Work, the Agreement sum, the time for completion, or any combination thereof.
- d) Change orders will describe the change or changes, will refer to the proposal(s) involved, and will be signed by the City and the Firm prior to implementing the change.
- e) All Change Orders shall clearly identify the impact of cost and the effect on time required to perform the work associated with the proposal.
 - i) If the proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit for the change, the City will authorize the documented Change Order which will be confirmed as an Agreement amendment.

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6) PAYMENT:

- a) Authorization of payment requires receipt of service providers invoice, acceptance of services and receipt of other required paperwork.
- b) Payment will be:
 - i) Made to the company awarded this order. Under no circumstances will a third party be reimbursed.
 - ii) Via the City's Purchasing Card Program, MasterCard, in which payment will occur at time-of-service delivery (preferred); or
 - iii) Via supplier generated invoice.
- c) The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.
 - i) Invoices must be submitted to the City within six months of order completion. Any invoices submitted in excess of six months from order completion will not be paid.

7) SERVICE ISSUES:

- a) The service provider shall not be reimbursed until services are compliant.
- b) If services continue to remain non-compliant, Procurement will prepare a formal Letter of Warning addressing the Firm's Failure to Comply. Agreement language states "The City may terminate this Agreement upon seven (7) days written notice to the Firm."
- c) If Firm fails to achieve required results within stated timeframe, Procurement will terminate the Agreement.
- d) The City shall have the right to terminate this Agreement, without cause, upon fifteen (15) days written notice to the Firm. The Firm shall be paid for all work performed in conformance with the Agreement through the effective date of the not for cause termination.

EXHIBIT B
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GRAPHIC DESIGNER ART WALL AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 2024 (“Effective Date”), by and between the City of Wheaton, Illinois, an Illinois home rule municipal corporation (“City”), located at 303 W. Wesley Street, Wheaton, Illinois, 60187, and _____ (“Graphic Designer”), an individual having an address of 1234 Main St., Anytown, IL 12345, regarding producing a mural on City-owned property. City and Graphic Designer are at times referred to hereinafter individually in this Agreement as “Party” and collectively as the “Parties.”

WHEREAS, the City understands the importance of art in public places and the role art plays in beautifying the City and furthering a sense of community pride; and

WHEREAS, as part of Phase 4 of the City’s Streetscape, an “Art Wall” was included at the northwest corner of Lot #3, at Main Street and the Illinois Prairie Path (“IPP”). The mural size Varies from 5 foot to 6 foot high along the length of a 180-foot smooth concrete wall and the color palette needs to work with the existing mural; and

WHEREAS, the City’s Fine and Cultural Arts Commission (the “FCAC”) was tasked with researching options for the Art Wall, which it did, and it has recommended that Graphic Designer paint a mural on the Art Wall (“the Work”); and

WHEREAS, the Work will be primarily administered by the FCAC; and

WHEREAS, Graphic Designer desires to perform the Work, in accordance with the terms, conditions, and specifications set forth in this Agreement; and

WHEREAS, Graphic Designer is the author of the design chosen by the City Council (the “Design”) which is attached hereto and incorporated into this Agreement as if fully set forth herein as Exhibit A; and

WHEREAS, Graphic Designer understands and acknowledges that he shall apply that Design to the Art Wall; and

WHEREAS, Graphic Designer understands and acknowledges that it is intended that the City shall own the entire right, title, and interest in and to the Design; and

WHEREAS, Graphic Designer desires to transfer all of his right, title, and interest in and to the Design, including, but not limited to, all derivative works which are based on the Design to the City.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agrees as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein as representing the intent of the Parties and as substantive covenants and provisions.
2. **Scope of Work.** Graphic Designer agrees to: paint the Design on the Art Wall, which includes the design of a mural, preparation of the Art Wall in order to paint, supplying all labor and materials, and cleanup of the area following completion of the Work; and perform all of Graphic Designer’s obligations under this Agreement in a manner and form satisfactory to the City and its FCAC.

EXHIBIT B

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3. **Changes.** No significant changes in the City-approved Design (Exhibit A) and/or Scope of Work may be made without the prior written approval of the City.
4. **City's Right to Paint Over/Remove.** The City retains the right to paint over, remove, or repair Graphic Designer's painted Design on the Art Wall at any time.
5. **Graphic Designer's Fee.** The City shall pay \$_____ to Graphic Designer as total compensation for the Work and transportation and lodging while completing the Work. (See Invoice attached hereto as Exhibit B.) The City has already paid Graphic Designer \$_____ for the Design. The City shall make a payment in the amount of \$_____ to Graphic Designer within thirty (30) days of execution of this Agreement. The City shall pay the remaining amount within thirty (30) days of the City's Final Acceptance, as defined in Paragraph 11 herein, of the Work.
6. **Commencement of Work.** No Work shall commence until Graphic Designer has received notification to proceed with the Work from the City.
7. **Final Completion Date.** The Work shall be completed by Graphic Designer before weather conditions inhibit painting outdoors this year. The City will not agree to an extension of time into 2027.
8. **Termination.** The City shall have the right upon seven (7) days' written notice to Graphic Designer, with or without cause, to terminate this Agreement. If the City terminates without cause and the City determines, in its sole discretion, that Graphic Designer has substantially completed the Work in conformance with the terms, conditions, and specifications of this Agreement prior to the termination date in City's notice of termination, the City shall make the required payment provided for in this Agreement within 30 days of the date of termination. If the termination is without cause and the City determines, in its sole discretion, that Graphic Designer has not substantially completed the Work, then the City will make payment to Graphic Designer on a pro rata basis as determined by the City. If the City terminates this Agreement for cause, then the City shall not be required to make any further payments to Graphic Designer.
9. **Time is of the Essence.** The Parties agree that time is of the essence.
10. **Notice of Completion.** Graphic Designer shall provide written notice to the City Clerk within three (3) business days of Graphic Designer's completion of the Work.
11. **Final Acceptance.** The City will inspect Graphic Designer's Work within three (3) business days of the City's receipt of Graphic Designer's written notice of completion of the Work to ensure the Work conforms to the terms, conditions, and specifications of this Agreement. Following inspection, the City shall either (1) issue written notice to the Graphic Designer indicating that the Work is not complete, or (2) on the condition that the Work fully conforms to the terms, conditions, and specifications of this Agreement, accept the Work ("Final Acceptance").
12. **Noncompletion.** Should the Work not be completed and accepted by the City in accordance with this Agreement, then the City, in addition to any other remedies to which it is entitled, shall not be obligated to pay the Graphic Designer as provided for in Paragraph 5 of this Agreement. The

EXHIBIT B

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City may secure another Graphic Designer to complete the Work. In such instance, and Graphic Designer shall forfeit all rights retained pursuant to 17 U.S.C.A. §101 *et seq.*, and any other rights retained as specified within this Agreement.

13. **Risk of Damage.** Graphic Designer assumes all risk of damage to the Work caused by Graphic Designer's acts or omissions.
14. **Independent Contractor.** Graphic Designer shall perform all Work under this Agreement as an independent contractor and not as an agent or employee of the City. Graphic Designer shall complete the Work required by this Agreement according to his own means and methods of work, which shall be in the exclusive charge and control of Graphic Designer and not subject to the control or supervision of the City except as to the results of the Work. Graphic Designer shall not be supervised by any employee or official of the City nor shall Graphic Designer exercise supervision over any employee or official of the City. Graphic Designer shall not represent that he is an employee or agent of the City in any capacity. Graphic Designer is not entitled to worker's compensation benefits and is obligated to pay state and federal income tax on money earned pursuant to this Agreement.
15. **No Assignment or Subcontracting of Work.** The Work required of Graphic Designer is personal and shall not be assigned, subcontracted or transferred. Any attempt by Graphic Designer to assign this Agreement or any rights, duties or obligations arising hereunder or subcontract the performance of the Work required by this Agreement shall be void and of no effect unless prior written consent is given by the City.
16. **Graphic Designer Representations and Warranties.** Graphic Designer represents and warrants that:
 - a. Graphic Designer's Design and Work is an original work of authorship personally created by Graphic Designer to which Graphic Designer is entitled copyright protection and that it is not copied from, nor does it include, any other person's copyrighted work; and
 - b. Graphic Designer's Design and Work does not contain matter that is libelous or injurious or in violation of any right of privacy or any copyright, patent or other proprietary rights of any third party; and
 - c. Graphic Designer is the sole owner/author/Graphic Designer of the Design and Work; and
 - d. Neither the Design nor the Work have ever been reproduced or published; and
 - e. Graphic Designer has no contractual or other arrangements which would interfere with or prevent Graphic Designer from assigning or transferring all of his rights, title, and interest in the Design and Work; and
 - f. There are no claims currently pending or threatened, nor does Graphic Designer have any reason to believe that any claims will be brought or threatened in the future, against Graphic Designer's right, ownership or interest in the Design and/or the Work; and
 - g. Graphic Designer is of full legal age and has the power and authority to enter into this Agreement.
17. **Assignment and Transfer of Copyright in the Design and Work.**
 - a. Graphic Designer hereby conveys, transfers, and irrevocably assigns to the City all rights, title, and interest to the Design and Work, including but not limited to, its entire and exclusive

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Copyrights under federal and state copyright laws, in the United States and all jurisdictions outside the United States, its common law copyrights and all other intellectual property rights associated and subsisting in the Design and Work. The City shall be the exclusive owner of the Design and of the copyright in the Design from the date of this Agreement forward and shall be the exclusive owner of the Work and of the copyright in the Work upon City's Final Acceptance of the Work, and the City shall have the exclusive right to secure registration of the copyright in the Design and Work internationally. No rights in the Design and Work or in the copyright in the Design and Work shall be retained by Graphic Designer, nor shall there be any reversion of those rights to Graphic Designer in the future. The City and its agents, representatives and employees shall have the right to use Graphic Designer's Design and Work, whether in completed or uncompleted form for City advertising and promotional purposes, including the right to publicly display the Design and Work.

- b. Graphic Designer hereby agrees that the exclusive rights assigned and transferred to the City under state and federal copyright laws shall include the right to reproduce the Design and Work; the right to prepare derivative works based on the Design and Work; the right to distribute copies to the public of the Design and Work; the right to display the Design and Work publicly; the right to alter, exploit and make changes to the Design and Work, including any and all other privileges and rights to the Design and Work attributed to a copyright owner.
- c. Graphic Designer hereby conveys, transfers and irrevocably assigns to City its full-term and renewal term copyright rights in the Design and Work under federal and state copyright laws.
- d. Graphic Designer agrees that this assignment and transfer of copyrights subsisting in the Design and Work will remain in effect for the entire duration of such copyrights and will include all exclusive rights, interest and ownership under the copyright laws.
- e. Graphic Designer agrees that this assignment and transfer of copyrights subsisting in the Design and Work shall be binding upon Graphic Designer's legal successors and assigns.
- f. After all rights, title, interest and ownership of the Design and Work are transferred to the City, the City grants permission to Graphic Designer to use/display/publish the Design and Work in Graphic Designer's marketing and promotional materials, including displaying the Work on Graphic Designer's website or other social media platform.

18. **VARA Waiver.**

- a. Graphic Designer acknowledges and understands that the Design and Work provided under this Agreement may be considered a "work of visual art" subject to the provisions of the federal Visual Graphic Designers Rights Act of 1990 ("VARA"), specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. §106A(a), and any other rights of the same nature granted by U.S. federal, state or foreign laws. Graphic Designer hereby, knowingly, freely, and voluntarily permanently waives his rights pursuant to 17 U.S.C. §106A(a)(3) to prevent any distortion, mutilation, modification or destruction of the Design and/or Work, and to prevent the use of Graphic Designer's name as the author of the Design and Work in the event of any distortion, mutilation, modification or destruction of the Design and/or Work with respect to the following uses by the City and its FCAC and/or their authorized agents: exhibition, installation, conservation and any other standard museum activities; social media display, City website display, and any other public display of the Design and/or Work; reproduction of the Design and/or Work in print, electronic, video or other format; and use of the Design and/or Work image in City or FCAC promotional materials, publications and media.

EXHIBIT B
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- b. Notwithstanding the foregoing waiver of Graphic Designer's VARA rights, Graphic Designer hereby expressly permits the City, including its FCAC, to publicly display Graphic Designer's name and contact information with the Design and/or Work at the location of the Art Wall for the completion of the Work specified in this Agreement, and if the City and its FCAC so chooses, to attribute Graphic Designer's name and any reproductions of the Design and/or Work whether in print, electronic, video or other format, and to identify Graphic Designer as the Graphic Designer of the Design and/or Work in any City or FCAC promotional materials, publications and media, including but not limited to, social media and website displays. The rights conferred to the City under this subsection shall survive completion, expiration, or termination of this Agreement.
19. **Graphic Designer's Cooperation.** Graphic Designer does hereby covenant and agree to cooperate with the City whereby the City may enjoy to the fullest extent the exclusive right, title, and interest herein conveyed. Such cooperation shall include:
- a. Prompt execution of all papers (prepared at the expense of the City) which are deemed necessary or desirable by the City to perfect its right, title, and interest herein conveyed; and
 - b. Prompt execution of all petitions, oaths, specifications, declarations, or other papers (prepared at the expense of the City) which are deemed necessary by the City for obtaining copyright registration in the United States covering the Design and/or Work.
 - c. Graphic Designer's obligations under this paragraph shall survive completion, expiration or termination of this Agreement.
20. **Indemnification.** To the fullest extent permitted by Illinois law, Graphic Designer agrees to indemnify, hold harmless and defend the City, its elected officials, directors, officers, employees, commission members, and agents against any and all claims, actions, liability, loss, damage, and judgments, including reasonable attorney's fees, caused by or arising wholly or in part, out of any breach by Graphic Designer of any of the representations or warranties contained herein as well as out of any claims of copyright infringement and out of any claims of VARA Act attribution and/or integrity infringement related to the Design and Work provided under this Agreement, by any party whatsoever (collectively, the "Claims"), and further agrees to pay all expenses incurred by the City in defending itself with regard to the above Claims. Graphic Designer agrees to indemnify the City, its elected officials, directors, officers, employees, commission members, and agents against any and all third-party claims, actions, liability, loss, damage, and judgments, including reasonable attorney's fees, arising in any manner from Graphic Designer's performance of the Work under this Agreement. The indemnification obligations set forth in this paragraph shall survive the completion, expiration, or termination of this Agreement.
21. **Image/Audio Release.** The City shall have the right to make visual recordings and audio recordings, capture still images and/or otherwise capture material of Graphic Designer with Graphic Designer's Design and/or Work during its creation and/or after the Design and/or Work is finished (hereinafter collectively referred to as the "Material") for use in any promotional materials, publications and media, and such Material shall become the property of the City and the City shall not be obligated to provide or return such Material to Graphic Designer. Graphic Designer hereby waives the right to inspect or approve any use of such Material and any right to

EXHIBIT B

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royalties or other compensation arising or related to the use of the Material. The image/audio release provisions of this paragraph shall survive completion, expiration, or termination of this Agreement.

22. **Use of City Property.** Graphic Designer shall not use City premises, property (including equipment, instruments and supplies) or personnel for any purpose other than what may be authorized by the City for the performance of Graphic Designer's obligations under this Agreement.
23. **Modifications.** It is agreed that no modification, amendment or alteration to the terms or conditions contained herein shall be effective unless and until such modification, amendment or alteration is in writing, properly approved in accordance with applicable procedures, and executed.
24. **Conformity with Laws.** Graphic Designer shall observe and comply with all applicable federal, state, and local laws, ordinances, codes and regulations. All Work performed by Graphic Designer must be in accordance with these laws, ordinances, codes and regulations. Graphic Designer shall indemnify, defend, and hold the City harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations.
25. **Waiver.** Any failure of either the City or Graphic Designer to strictly enforce any term, right, or condition of this Agreement, whether implied or express, shall not be construed as a waiver of such term, right or condition, nor shall it be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
26. **Governing Laws/Jurisdiction.** This Agreement shall be interpreted according to the laws of the State of Illinois. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois. Graphic Designer specifically consents to personal jurisdiction in the State of Illinois and in DuPage County.
27. **Severability.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
28. **Counterparts.** This Agreement may be executed in multiple counterparts and signatures may be exchanged electronically, each of which shall be deemed to be an original document, and all of which together shall constitute one and the same document.
29. **Notices.** Notices or other communications required by this Agreement will be sufficiently made or given if in writing and delivered (i) personally, (ii) by reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices

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and communications to such Party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications shall be addressed to, and delivered to as follows:

If to the City:

City of Wheaton

Attn: City Clerk

303 W. Wesley Street, Box 727

Wheaton, IL 60187

E-mail: arosedale@wheaton.il.us

If to the Graphic Designer:

E-mail:

IN WITNESS WHEREOF, the Parties have entered this Agreement this _____ day _____, 2026.

CITY OF WHEATON

GRAPHIC DESIGNER

By: _____
Philip Suess, Mayor

ATTEST:

Andrea Rosedale, City Clerk

EXHIBIT C

Special Provisions for: Insurance Coverage for Contractual Services

Before commencing Work, the Contractor and each of its agents, subcontractors, and consultants hired to perform the Work, shall purchase, and maintain insurance coverage during the effective period stated in C.2. below which will satisfactorily insure the Contractor and where appropriate, the City of Wheaton (the "City") against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work required by the Contract and the results of that Work by the Contractor, his or her agents, representatives, employees, or subcontractors. Such insurance shall be issued by companies that are authorized to do business in the State of Illinois and that are acceptable to the City.

A. Minimum Scope and Limit of Insurance Coverages. The Contractor shall purchase and maintain the following insurance coverages with the specified minimum limits of liability until all Work required under the Contract has been completed and accepted by the City, except as otherwise provided, such as in the case of completed operations coverage:

A.1. Commercial General Liability ("CGL") Insurance protecting the Contractor against any and all liability claims for damages for personal and bodily injury, and damages to property which may arise directly or indirectly from or in connection with the performance of the Work under this Contract. Coverage shall be at least as broad as that of the current Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with a limit of not less than **ONE MILLION DOLLARS (\$1,000,000)** for each occurrence and a general aggregate limit of not less than **ONE MILLION DOLLARS (\$1,000,000)**. Only Occurrence Commercial General Liability coverage shall be accepted.

A.1.a. Contractual Liability Coverage shall be provided under the Commercial General Liability policy and if not covered under such policy, then a "Broad Form Contractual Liability Coverage" Endorsement shall be included, and the certificate of insurance filed with the City shall show such contractual liability coverage has been obtained. Contractor shall also provide a copy of the Contractual Liability coverage policy language or endorsement to the City prior to the commencement of Work. Contractual Liability coverage shall not be removed or limited by ISO Form CG 21 39 (Contractual Liability Limitation Endorsement) or ISO Form CG 24 26 (Amendment of Insured Contract Definition).

A.1.b. Explosion, Collapse and Underground liabilities (XCU) coverage shall be included in the CGL policy and shall not be removed from the policy with the following ISO Form exclusions: CG 21 42 or CG 21 43. In the event Explosion, Collapse and Underground liabilities are not covered in the CGL policy, then the CGL insurance shall include an "Explosion, Collapse, or Underground Coverage" Endorsement to the CGL policy.

A.1.c. Products and completed operations coverage shall be maintained for a minimum of two (2) years after the time the Work under this Agreement is completed. The Contractor shall furnish the City evidence of continuation of such insurance at final payment and three (3) years thereafter.

A.2. Commercial Automobile Liability Insurance covering all vehicles used in connection with the Contract, whether owned, non-owned, or hired vehicles and whether on or off of the City's premises with coverage limits of not less than **ONE MILLION DOLLARS (\$1,000,000)** per accident for bodily injury and property damage, combined single limit.

EXHIBIT C

A.3. Umbrella or Excess Liability Insurance coverage of not less than **ONE MILLION (\$1,000,000)** per occurrence. Excess insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own primary insurance policy or self-insurance shall be called upon to protect its named insured.

A.4. Worker's Compensation Insurance covering all employees to be engaged under this Contract shall be procured and maintained in strict accordance with the limits required by the applicable State of Illinois Worker's Compensation Insurance Laws. The **Employer's Liability** coverage under the worker's compensation policy shall have limits not less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** for each accident/injury and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** for each employee/disease and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** policy limit.

A.4.a. The workers' compensation policy shall provide a waiver of subrogation (a/k/a Waiver of our Right to Recover from Others Endorsement), to the City.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. All insurance coverage and limits available to the named insured on all policies required in Section A shall also be available and applicable to the additional insureds.

B. Insurance Policy Provisions. The insurance policies shall also contain, or be endorsed to contain, the following provisions:

B.1 Additional Insured Status. The City, its officers, elected officials, employees, agents and volunteers shall be covered as additional insureds on all policies required above in Section A, except for Worker's Compensation and Employer's Liability Insurance, with respect to liability arising out of or in connection with the Work or operations performed by or on behalf of the Contractor, and the results of that Work, including materials, parts, or equipment furnished in connection with such Work or operations.

Additional Insured CGL coverage can be provided in the form of an endorsement to the Contractor's insurance which shall be at least as broad as ISO Form CG 20 10 11 85 (which provides both ongoing operations and completed operations coverage) if available or if not available, through the addition of CG 20 10 (covers ongoing operations) **with** CG 2037 (covers completed operations) or equivalent, or CG 20 38 **with** CG 20 37 or equivalent.

B.2. Primary and Non-contributory. Each policy required above in Section A shall state that the insurance provided to the additional insureds shall apply on a primary and non-contributory basis for the benefit of the additional insureds before the additional insureds' own primary insurance or self-insurance shall be called upon to protect their named insured(s).

B.3. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, or canceled except after providing thirty (30) calendar days prior unqualified written notice to the City. Such notice shall be sent directly to the City (City of Wheaton Procurement Officer, 303 W. Wesley St., Wheaton, IL 60187). Should Contractor fail to provide the City with timely notice, Contractor shall be considered in breach and subject to

EXHIBIT C

cure provisions set forth within this Contract. A copy of the notice of cancellation endorsement shall be provided to the City.

- B.4. Waiver of Subrogation.** Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss or damage(s) under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- B.5. Deductibles/Self-Insured Retention.** Any deductibles or self-insured retention shall be stated on the Certificate of Insurance provided to the City.
- B.6. Subcontractors.** Contractor shall require each subcontractor employed by the Contractor to purchase and maintain insurance of the type specified in Section A above in accordance with the provisions in Section B and requirements of Section C herein. Contractor shall require all subcontractors employed by Contractor to add the Contractor, the City, and any other “upstream party” as additional insureds using ISO form number CG 20 38 04 13 or coverage at least as broad. It shall be the Contractor’s responsibility to verify the subcontractor’s policy endorsement. When requested by the City, Contractor shall furnish copies of each subcontractor’s additional insured endorsements to the City. Failure of any subcontractor to maintain insurance in accordance with Sections A, B, and C herein shall be considered a material breach of this Contract by Contractor.

C. Additional Requirements and Considerations.

- C.1. Acceptability of Insurers.** All insurance carriers providing coverage under this Contract shall be authorized to do business in the State of Illinois and shall have a current A.M. Best and Companies Insurance Guide rating of no less than A and Class VI or better.
- C.2. Effective Period.** All insurance required for this Contract as stated herein shall be in effect prior to Contract award and such required insurance policies or successor insurance policies that are compliant with the insurance requirements stated herein shall remain in effect until all Work required under the Contract has been completed and accepted by the City, except as otherwise provided herein, such as in the case of products and completed operations coverage which shall remain in effect after the time the Work is completed under this Contract as specified in **Paragraph A.1.c** herein. Contractor’s failure to obtain the required insurance policies and/or endorsements prior to Contract Award or commencement of Work shall not waive the Contractor’s obligation to obtain such insurance policies and/or endorsements. The maintenance of the required insurance stated herein is a material element of the Contract and the failure to maintain or renew insurance coverage or to provide evidence of renewal upon the City’s request shall be considered a material breach of this Contract and subject to the cure provisions set forth within this Contract.
- C.3. Verification of Coverage.** Contractor shall file with the City the original certificates of insurance, amendatory endorsements, and a copy of the policy declarations and endorsement page or copies of the applicable insurance policy language effecting the required coverage specified in this Special Provisions for: Insurance Coverage for Contractual Services, including those of subcontractors. All certificates, endorsements, and policy declarations and endorsement pages are to be received and approved by the City before Work commences. However, the failure to obtain the required certificates and endorsements prior to Contract Award or commencement

EXHIBIT C

of Work shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies, including endorsements required herein, at any time.

- C.3.a.** The Certificates of Insurance filed with the City shall, at a minimum, clearly state all of the following:
- i. policy number; and
 - ii. name of insurance company; and
 - iii. name, address, and telephone number of the insured; and
 - iv. project name and address; and
 - v. policy expiration date; and
 - vi. specific coverages required herein with amounts of coverage; and
 - vii. all required additional insureds; and
 - viii. policies apply on a primary and non-contributory basis (when applicable); and
 - ix. amount of deductibles or self-insured retention.
- C.4. Right to Reject.** The City shall have the right to reject the insurer/insurance policy of the Contractor or any subcontractor.
- C.5. Acceptance of Insurance Does Not Release Liability.** The City's acceptance or approval of any insurance of the Contractor shall not be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.
- C.6. Deductible Amounts.** The City will consider deductible amounts as part of its review of Contractor's financial stability prior to Contract award.
- C.7. Insurance Coverage Increases.** The City may require increases in Contractor's insurance coverage amounts over the course of this Contract as it deems necessary so long as it reimburses Contractor for the actual increase in Contractor's insurance premiums attributable to the City's requested increase.
- C.8. Joint-Ventures.** If the Contractor is a joint-venture, the joint-venture shall provide evidence of liability insurance in the name of the joint-venture. If insurance is not purchased in the name of the joint-venture, the member with the majority ownership interest in the joint-venture shall endorse its general liability policy to name the joint-venture as an "Additional Named" insured.
- C.9. Evidence of Current Insurance.** Upon written request by the City, the Contractor shall, within seven (7) calendar days, provide to the City acceptable evidence of current insurance. Should the Contractor fail to provide acceptable evidence of current insurance following written request, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor.
- C.10. Policy Expiration.** Contractor shall renew any policy which expires during the performance of the Contract and shall notify the City by appropriate Certificate of Insurance of such renewal prior to the expiration date.

EXHIBIT C

- C.11. No Inspection Exclusion.** Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City or its representative from supervising or inspecting the Project to the end result.
- C.12. Duty to Protect.** All existing structures, utilities, roads, services, trees, shrubbery, and landscaping shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract.

Nothing herein set forth shall be construed to create any obligation on the part of the City to indemnify Contractor for any claims of negligence against Contractor or its agents, employees, subcontractors, or consultants.

RFP #26-38
COMPENSATED PUBLIC MURAL PROJECT -0 FRENCH MARKET PLAZA

PLEASE RETURN THE REQUIRED FORMS WITH YOUR SUBMITTAL

- ☐ Proof of General Liability Insurance
- ☐ References Form (Exhibit D)
- ☐ Listing of Subcontractors, Consultants and Agents Form (Exhibit E)
- ☐ Vendor Certification Form (Exhibit F)
- ☐ Vendor Information Reporting Form (Exhibit G)
- ☐ W-9 Form

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

RETURN WITH SUBMITTAL

EXHIBIT D

REFERENCES FORM

RFP #26-38 COMPENSATED PUBLIC MURAL PROJECT – FRENCH MARKET PLAZA

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

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

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

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

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

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

Company Name: _____

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

RETURN WITH SUBMITTAL

EXHIBIT E

LISTING OF SUBCONTRACTORS, CONSULTANTS, AND AGENTS FORM RFP #26-38 COMPENSATED PUBLIC MURAL PROJECT – FRENCH MARKET PLAZA

CHECK ONE

- ☐ I will not be using any Subcontractors, Consultants, and Agents for this work.
☐ I will be using the following Subcontractors, Consultants, and Agents for the identified portions of this work:

Service: _____ Company Name: _____

Contact Name: _____

Dollar Value: _____ Contact Phone: _____ Email: _____

Service: _____ Company Name: _____

Contact Name: _____

Dollar Value: _____ Contact Phone: _____ Email: _____

Service: _____ Company Name: _____

Contact Name: _____

Dollar Value: _____ Contact Phone: _____ Email: _____

Service: _____ Company Name: _____

Contact Name: _____

Dollar Value: _____ Contact Phone: _____ Email: _____

Total Dollars Allocated for Services: \$ _____

LISTING OF MATERIAL SUPPLIERS

CHECK ONE

- ☐ I will not be using any Material Suppliers for this work.
☐ I will be using the following Material Suppliers for the identified portions of this work:

Service: _____ Company Name: _____

Contact Name: _____

Dollar Value: _____ Contact Phone: _____ Email: _____

RETURN WITH SUBMITTAL

EXHIBIT E

**LISTING OF SUBCONTRACTORS, CONSULTANTS, AND AGENTS FORM
RFP #26-38 COMPENSATED PUBLIC MURAL PROJECT – FRENCH MARKET PLAZA**

Service: _____

Company Name: _____

Contact Name: _____

Dollar Value: _____

Contact Phone: _____ Email: _____

Service: _____

Company Name: _____

Contact Name: _____

Dollar Value: _____

Contact Phone: _____ Email: _____

Total Dollars Allocated for Material Suppliers: \$ _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Company Name: _____

Address: _____

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

RETURN WITH SUBMITTAL

EXHIBIT F

VENDOR CERTIFICATION FORM

RFP #26-38 COMPENSATED PUBLIC MURAL PROJECT – FRENCH MARKET PLAZA

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

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

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

This Business Firm is: (check one)

☐ Corporation

☐ Partnership

☐ Individual

☐ LLC

Firm Name: _____

Address: _____

Signature: _____

Print Name: _____

Title: _____

Phone #: _____

Fax #: _____

Email: _____

Date: _____

Operational Contact for this work

Name: _____

Phone #: _____

Email: _____

Sales Contact

Name: _____

Phone #: _____

Email: _____

RETURN WITH SUBMITTAL

EXHIBIT F

VENDOR CERTIFICATION FORM

RFP #26-38 COMPENSATED PUBLIC MURAL PROJECT – FRENCH MARKET PLAZA

Billing Contact

Name: _____

Phone #: _____

Email: _____

CONFLICT OF INTEREST

Check One:

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

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

CONFLICT OF INTEREST DISCLOSURE*

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

Name of City of Wheaton affiliate: _____

Relationship: _____

☐ **Other:** _____

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

PAYMENT OF TAXES

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

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VENDOR CERTIFICATION FORM

RFP #26-38 COMPENSATED PUBLIC MURAL PROJECT – FRENCH MARKET PLAZA

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

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

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

_____ is/are currently participating.

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

SUBSTANCE ABUSE

(Check one)

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

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

___ 4C. Not applicable to this contract.

BID RIGGING AND BID ROTATING

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

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

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

ILLINOIS PREVAILING WAGE ACT

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

USA PATRIOT ACT

Vendor is not barred from bidding and/or contracting with a unit of state or local government as a result of a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001)(the “Patriot Act”) and the USA

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Freedom Act, H.R. 2048, Pub. L. 114-23 which restored and modified the Patriot Act, or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Contractor also certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism;

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

AMERICANS WITH DISABILITIES ACT

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

ILLINOIS STEEL PRODUCTS PROCUREMENT ACT

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

PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

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

SAFETY

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

DRUG FREE WORKPLACE

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

1. Publishing a Statement:

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

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

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

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EXHIBIT F

VENDOR CERTIFICATION FORM

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D. Penalties imposed for drug violations.

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

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

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

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

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

That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from

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VENDOR CERTIFICATION FORM

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which he or she may reasonably recruit, and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

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

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

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

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

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

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

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EXHIBIT F

VENDOR CERTIFICATION FORM

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ACKNOWLEDGED AND AGREED TO:

Company Name: _____

By: _____
(Signature)

Its: _____
(Title)

State of: _____

County of: _____

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

By _____
(Name of person making statement)

(Signature of Notary Public)

(Seal)

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

RETURN WITH SUBMITTAL

EXHIBIT G

VENDOR INFORMATION REPORTING FORM

RFP #26-38 COMPENSATED PUBLIC MURAL PROJECT – FRENCH MARKET PLAZA

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

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

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

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

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

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

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

Is your business a

Minority-owned business as defined by 30 ILCS 575/2(A)(3)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Women-owned business as defined by 30 ILCS 575/2(A)(4)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Veteran-owned business as defined by 30 ILCS 500/45-57(e)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

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

☐ Not Certified

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

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

☐ CMSDC-Chicago Minority Supplier Development Council

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

☐ City of Chicago

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

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EXHIBIT G

VENDOR INFORMATION REPORTING FORM

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☐ Cook County

☐ Minority-owned

☐ Women-owned

☐ Veteran-owned

☐ CTA-Chicago Transit Authority

☐ Minority-owned

☐ Women-owned

☐ Veteran-owned

☐ METRA

☐ Minority-owned

☐ Women-owned

☐ Veteran-owned

☐ PACE

☐ Minority-owned

☐ Women-owned

☐ Veteran-owned

☐ IDOT-Illinois Department of Transportation

☐ Minority-owned

☐ Women-owned

☐ Veteran-owned

☐ WBDC-Women's Business Development Center

☐ Minority-owned

☐ Women-owned

☐ Veteran-owned

☐ Mid-States Minority Supplier Development Center

☐ Minority-owned

☐ Women-owned

☐ Veteran-owned

☐ Self-certifying

☐ Minority-owned

☐ Women-owned

☐ Veteran-owned

☐ Other (Please specify): _____

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

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

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

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

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

RETURN WITH SUBMITTAL

EXHIBIT G

VENDOR INFORMATION REPORTING FORM

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Signature: _____

Date: _____

Printed Name: _____

Title: _____

Business Name: _____

Business Address: _____

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

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

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

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <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) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	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	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

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
------------------	--------------------------	------

General Instructions

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

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

What's New

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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

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

What Is FATCA Reporting?

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

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

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

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

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor ⁴

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

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

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

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

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

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

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

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

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

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.