



Peoria Park District

Request for Proposal

Marketing, Media and Branding Consultant 24-07-RFP

**Proposal Due Date: Tuesday, September 10, 2024
by 10:30 am (local prevailing
Peoria Time) Proposals
received after this time will
not be accepted.**

Sealed proposals will be received at the office of the

**SECRETARY OF THE BOARD
Peoria Park District
1125 W. Lake Ave.
Peoria, IL 61614**

**Contact Information:
Nicole Staley
Purchasing Supervisor
Peoria Park District
1314 N. Park Rd
Peoria, IL 61604
309-686-3357 phone
nstaley@peoriaparks.org**

INSTRUCTIONS TO BIDDERS

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

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

Closing Time - The bid closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the bid is due. The clock located in the Peoria Park District Board Room shall be the clock of record. No bid will be opened after the closing time specified in the bid proposal.

Prices Quoted - Prices bid will be understood to be firm prices unless otherwise qualified by a bidder. Each bidder must bid unit prices and extend totals, if applicable. In case of an error in extension, the unit prices shall govern. All prices must be typewritten or written clearly in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid or his/her authorized representative. The prices quoted must be total prices, including such cost (when they apply) as packaging, transportation, placement in certain locations, and assembly, if any. No separate charges except those clearly recorded on this proposal sheet will be allowed. Prices bid shall be held for no less than sixty (60) days from the date of the bid opening.

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

Payment and Cash Discount - Standard terms are Net 60. However, the Park District may take advantage of any cash discount offered in this proposal for prompt payment. Discount terms will be considered in determining the low bidder. Invoices that are submitted without the required documentation will be returned to the contractor.

Parks Agent - The Park District Purchasing Supervisor is designated to act on all matters pertaining to the bid proposal and questions thereon. Contact information is listed on the cover of the solicitation.

Cancellation - The Park District reserves the right to cancel all or part of any contract if the contractor fails to perform any provisions in the contract, fails to make delivery within the time stated or as is in the best interests of the Peoria Park District. The contractor will not be liable to perform if situations arise by reasons of strikes, acts of God or public enemy, acts of the Park District, fires or floods.

Addenda to the Bid Package – Any changes, additions or deletions to the bid documents will be issued in the form of a written addendum issued by the Purchasing Department of the Peoria Park District and will be distributed to all bidders via fax and/or email with return receipt request. All communication or questions pertaining to the bid shall be directed

to the Purchasing Supervisor at 309-686-3357 or via email nstaley@peoriaparks.org. Contact with all other park district staff is strictly prohibited during the bid process. Any vendor who desires a site visit for the purpose of inspecting buildings and/or equipment must schedule such visit with the Purchasing Supervisor.

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

Special Conditions – Where special conditions are written in the specifications or scope of work, these conditions shall take precedence over any conditions listed under the “Instructions to Bidders”.

Delivery – Prices bid shall be Free On Board (F.O.B.) to the location specified in the minimum specifications. Deliveries will be accepted between 8:00 A.M. and 3:00 P.M., Monday through Friday.

Additional Copies of Specifications - Bidders may secure additional copies of the bid specifications at no cost from the Peoria Park District Purchasing Supervisor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUIRED DOCUMENTS

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

Certification of Compliance of the Listed Provisions and Laws – Bidder must complete and sign the form included in the bid package.

Company Ownership Certification – Bidder must complete and sign the form included in the bid package.

Certificate of Equal Employment Opportunity Compliance – Bidder must complete and sign the form included in the bid package.

W-9 Request for Taxpayer Identification Number and Certification – Bidder must complete and sign the form included in the bid package.

Certificate of Insurance – Bidder shall carry and maintain insurance per requirements listed in attachment including coverage of all potential workers, including owners, co-owners, relatives, substitutes and supervisors. Proof of coverage must be submitted with the proposal on an ACORD 25-S form. The Peoria Park District must be named as additional insured on an ISO Endorsement Form CG 20 26 10 which must accompany the ACORD 25-S certificate of insurance. Insurance must cover all potential workers, including owners, co-owners, relatives, subcontractors and supervisors.

References – Bidder shall provide three (5) letters of references for which you are or have performed work of a similar nature within the past three (5) years, preferably with other government agencies.

Proposal Form – Bidder must complete fully and legibly the proposal form included in the proposal package.

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

1) Illinois Drug Free Workplace Act of 1991

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

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

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

3) Safety Compliance:

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

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

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

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

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Signature of Authorized Representative

Date



PEORIA PARK DISTRICT

Company Ownership Certification

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

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

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

Check One:

Company holds Certification for this classification, or

Company is self-certifying

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

Check One:

Company holds Certification for this classification, or

Company is self-certifying

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

Check One:

Company holds Certification for this classification, or

Company is self-certifying

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

Check One:

Company holds Certification for this classification, or

Company is self-certifying

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

Check One:

Company holds Certification for this classification, or

Company is self-certifying

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

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

Please list the name(s) of the Company majority owner(s): _____

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

If yes, please list all companies: _____

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

Company Name

Company Address

Signature of Company Official

Name / Title

Telephone Number & Fax Number

Email Address



PEORIA PARK DISTRICT

Definitions for Company Ownership Certification

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



Peoria Park District

Certificate of Equal Employment Opportunity Compliance for Contractors & Vendors

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

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and,

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

- 2) That, if it hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify the Peoria Park District and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Peoria Park District, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the Peoria Park District and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the Peoria Park District and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

Company Name

Company Address

Signature of Company Official

Name / Title

Telephone Number & Fax Number

Email Address

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) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	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.

Social security number									
or									
Employer identification number									

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

What's New

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

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

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

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

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 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), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

INSURANCE REQUIREMENTS FOR VENDORS AND SUPPLIERS

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

A. Commercial General and Umbrella Liability Insurance

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

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

The Peoria Park District shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be excess of Company's insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

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

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

C. Workers Compensation Insurance

Company shall maintain workers compensation as required by state statute and employers liability insurance.

D. General Insurance Provisions

1. Evidence of Insurance

Company shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

District shall have the right, but not the obligation, of prohibiting Company from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

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

Company shall provide certified copies of all insurance policies required above within 10 days of Districts' written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Company may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

4. Subcontractors

Company shall cause each subcontractor employed by Company to purchase and maintain insurance of the type specified above. When requested by the District, Company shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

E. Indemnification

To the fullest extent permitted by law, the Company shall indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the Company's activities, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or

injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Company, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Company shall similarly protect, indemnify and hold and save harmless the District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Company's breach of any of its obligations under, or Company's default of, any provision of the Contract.

SAMPLE LIABILITY INSURANCE ENDORSEMENT

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

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

This endorsement changes the policy. Please read it carefully.

AUTOMATIC ADDITIONAL INSUREDS

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

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

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

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

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

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

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

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

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



References

List three (3) references, including firm name, address, telephone number and contact person, for whom similar goods or services have been provided within the past five (5) years.

By completing this form, the contractor/vendor hereby certifies that it has provided goods or services to the companies listed below, which had needs similar to those of the Peoria Park District. The contractor/vendor further authorizes the Peoria Park District to verify references of business and credit at its discretion.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Email: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Email: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Email: _____

General Background Information

The Pleasure Driveway and Park District of Peoria, organized in 1894, was the first park system formed in Illinois. Seventy years later in 1963, the City of Peoria Playground and Recreation Department merged with the Park District, thus expanding the potential program and facility responsibilities of the Park District.

Today the Peoria Park District's boundaries encompass approximately 60 square miles in Peoria County. Our park and open space holdings total just under 9,000 acres in the City of Peoria, West Peoria, Peoria Heights and outlying townships. Much of the land was acquired through matching grants from the federal Land-Water-Conservation Fund, the Illinois Open Space Lands Acquisition and Development program and many generous gifts and donations. The Peoria Park District ranks first in the state and is one of the top public park systems in the nation based on its ratio of open-space holdings to population.

Besides being one of the oldest and largest park districts in the state, the Peoria Park District has also been recognized as an outstanding example of what parks and recreation is all about. In 2010, the Peoria Park District received the National Recreation and Park Association's Gold Medal Award. We are also one of first Illinois park districts to be accredited as a Distinguished Park District.

Our mission remains clear: We contribute to healthy and vibrant Peoria communities by responsibly using our District resources to offer high quality parks and recreation experiences to those who live, work, and play in our District..

Purpose of Request for Proposal

The Peoria Park District is requesting proposals for a Marketing, Media and Branding Consultant until 10:30 am on Tuesday, September 10, 2024. The contract term shall be for a period of three (3) years. Upon completion of the original term, the Park District reserves the right to extend the contract for two (2) additional one (1) - year terms. Proponents submitting a proposal will receive fair and equitable treatment in the solicitation, receipt and evaluation of their proposal if received by the due date and time listed above. The Park District reserves the right to award the contract(s) to the Proponent(s) who best meet the needs of the District. Nothing in this proposal package precludes the ability for the Park District to negotiate multiple contracts under this request nor does it provide for exclusivity.

Current Marketing Efforts

Since 2017, the District has utilized a marketing agency for strategic planning and implementation of marketing strategies. Please note, each year, total dollar amount spent on marketing efforts varies based on grant awards, budget appropriations, overall project load, etc. Contracts approved to date for 2024 can be downloaded on the projects page.

Scope of Work

The purpose of this contract is to engage a successful proponent to support and enhance the Peoria Park District's current marketing initiatives and work with staff to develop and implement a comprehensive annual marketing strategy for the contract term. This strategy will be focused on enhancing the District's branding, reach, and engagement across multiple platforms and target audiences. The strategy should include the following elements:

- Development of overarching branding and communication strategies including annual media plan & budget focused on traditional media, digital marketing, and website communications.
- Graphic Design for print, event marketing, digital and social media, out-of-home, Peoria Park District internal communication devices, and select projects
- Bi-monthly e-mail campaigns including creative design, coding, deployment and reporting through District's e-mail platform
- Bi-weekly meetings with Executive Marketing Team
- PR consulting & strategy
- Monthly reporting for digital and social media tactics, quarterly reporting of all earned media inclusive of full strategic media plan

- Print quotation and production management
- Vendor management
- Website strategy and maintenance for all of the District's websites. All pages can be found by following links on the District's main website <https://www.peoriaparks.org/>.
- Development with staff on yearly KPIs (Key Performance Indicators) that will be used to evaluate the success of the marketing initiatives.

The plan should contemplate and emphasize cross promotion opportunities within the district and cooperative advertising partnership opportunities with outside entities.

As part of this overall marketing strategy, the District may request assistance in the evaluation of opportunities to provide the District with revenue through leveraging district resources for placement of marketing materials or ads by outside entities.

General Conditions

News Releases and Communication – Proponent is not permitted to issue a news release or video, or make a statement to the news media through any outlet, pertaining to the RFP, contract or work resulting from the RFP without first obtaining written consent from the Executive Director of the Peoria Park District.

Independent Contractor – Nothing herein shall be construed to create an employer-employee relationship between the proponent and the Peoria Park District. Proponent agrees that he/she is an independent contractor and not an employee of the Peoria Park District. As such, it is understood the District does not provide general liability insurance nor workers compensation insurance to the Proponent.

The proponent at no time shall represent himself/herself as an employee of the Peoria Park District.

Neither party shall have approval or consent to create any obligations, expressed or implied, on behalf of the other. Each party is solely responsible for their own financial obligations.

Material Ownership – All materials created or elements developed by Proponent shall become the property of the Peoria Park District. As such, the District maintains the right to use any and all materials generated by the proponent without proponent's consent or approval. Proponent shall not be allowed to utilize the materials without the written consent of the Peoria Park District. All assets will be provided to the District when requested, at the end of individual projects or quarterly, as defined by staff.

Questions – All communication or questions pertaining to the proposal shall be directed to the Purchasing Supervisor via email nstaley@peoriaparks.org no later than 10:00 am CT on Wednesday, August 28, 2024 in order to allow sufficient time to issue an addendum to all proponents. Contact with any other staff member pertaining to this solicitation is strictly prohibited.

Proposal Submission Requirements

Proposals shall not exceed 80 pages in length including all exhibits and attachments (not including a copy of the proponent's contract). **An original and three copies** of the proposal must be submitted and labeled as such. Color proposals are acceptable, but content should not be lost by black and white copying. Proposals submitted in response to this RFP should be detailed sufficiently and demonstrate attention to the scope of the request as outlined above and shall include the following items:

Letter of Introduction – Introducing the Proponent and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP and signed Proposal Form. The letter should include a summary of the key points of your response showing a clear and concise understanding of the work scope.

Table of Contents – Include page numbers and identify all included materials in the proposal submission.

Proponent Profile – Proponent should have the staff and financial resources to adequately ensure their ongoing ability to deliver and support the Project throughout the period of the Agreement. The profile should include the following:

- A summary of the corporate history of the firm.
- Resumes of key personnel who will be assigned to the project identifying the single main point of contact for the District if awarded the project.
- A detailed narrative of the firm's qualifications and experience in work of a similar nature. Work that has been performed for the District and the District partnerships should be highlighted.
- A detailed narrative outlining the firm's current workload.
- Experience with developing cooperative advertising programs.
- Evidence of the firm's ability to meet timelines and budget requirements.
- A list of any potential conflicts of interest, both past and present, or work being performed for competitors of the District.
- A list of current contract work for 2024
- It is the focus of the Peoria Park District to ensure that those we work with look like the residents of our community. Documentation of the firm's commitment to the same focus in hiring practices and subcontracting opportunities should be included, as well as any current actions being taken to actively promote diversity, equity and inclusion should be identified.

References – Proponent shall provide five (5) written references for which you are performing, or have performed in the past five (5) years, a similar scope of work. The reference letter shall provide the following:

- Company name, contact name, contact title, phone number and email address.
- A brief description of the work performed.
- Success of the work performed and how it was measured.
- Length of agreement and dates of service.
- If applicable, a sample of the work performed.

Work performed for Peoria Park District partners and other park districts or government entities is preferable.

Approach – Proponent shall demonstrate their experience and creativity in providing the Peoria Park District with a strategy for branding and traditional, digital and website marketing. The approach should include the following:

- The strategy for addressing each of the areas addressed in the scope of work – branding, traditional marketing, digital marketing, website marketing, as well as ideas for innovative approaches to the same.
- Indicate the firm's evaluation methods for determining effectiveness of marketing strategies.
- Demonstrate a clear understanding and familiarity of the District's targeted audiences and geographic location and identify additional targeted audiences not currently listed
- Provide a list of any subcontractors or subcontract opportunities, especially those utilizing minority and/or woman owned firms that would meet the District's participation goals

Required Documents – Proponent shall include completed and signed documents found in the Required Documents Section.

Proposed Costs – Proponent shall indicate the monthly fees charged for the Marketing, Media and Branding Consultant contract on the proposal form. In addition to the monthly proposed cost, please specify media placement fee percentages charged for different marketing channels (i.e. radio, television, social media, etc.) on the proposal form. Please note: the successful proponent will be responsible for all media placement, contract negotiations, review of invoices, reporting of key indicators, etc. Any other fees not identified above must be listed on the proposal form. Please use additional sheets if necessary.

Contract – If the proponent will require the Peoria Park District to sign a contract agreement, the agreement must be included in the proposal for review. Proponent's contract must not contain language that contradicts the language found in the proposal documents.

Evaluation Process and Criteria

Proposals will be evaluated through a comprehensive review by the Evaluation Committee to select the Proposal, which in its opinion, best meets the needs of the Park District and provides the best overall value to the District. As part of the evaluation process, the Evaluation Committee may make requests for further information with respect to the content of any proposal in order to clarify the understanding of the Proponent's response.

The evaluation committee will rate qualification proposals based on the following categories:

A. Proponent Profile	20 Points
B. Approach to Performing the Scope of Work	35 Points
C. References	15 Points
D. Commitment to Diversity	15 Points
E. <u>Proposed Cost</u>	<u>15 Points</u>
Total	100 Points

As part of the evaluation process, the Park District reserves the right to interview one or more of the Proponents. The representative of a Proponent at any interview scheduled is expected to be thoroughly versed and knowledgeable with respect to the requirement of this RFP and the contents of its proposal. The representative must have the ability to make decisions and commitments with respect to matters discussed at the interview, which shall be included in any resulting agreements.

Following the evaluation process, The Peoria Park District shall have the right to negotiate on such matter(s) as it chooses with the preferred Proponent without obligation to communicate, negotiate or review similar modifications with other Proponents. During negotiations, the scope of services may be refined, issues may be prioritized, issues concerning implementation may be clarified and costs/rates shall be discussed. The Peoria Park District shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

The award of any agreement(s) will be at the sole discretion of the Peoria Park District. The Peoria Park District reserves the right to reject any or all proposals, waive any formality or informality in the proposal process and to award business as is in the best interest of the Peoria Park District. By responding to the RFP, Proponents will be deemed to have agreed that the decision of the Evaluation Committee will be final and binding.

Anticipated Timeline

Proposal advertised	August 14, 2024
Questions due	August 28, 2024
Proposals due	September 10, 2024
Interviews with highest ranking firms	October 7 and 8, 2024
Recommendation to Board of Trustees for approval to award a contract	October 23, 2024

Proposal Form
Marketing, Media and Branding Consultant 24-07-RFP

Proposed Cost for Marketing, Media and Branding Consultant \$ _____ / Year

List Media Placement Fees:

The proponent acknowledges the following addenda, if any:

Addenda #: _____ Dated _____ Addenda #: _____ Dated _____

The undersigned certifies that this proposal is in accordance with Peoria Park District Specifications. By signing below, I do hereby certify that I am a duly authorized agent of the company and certify that the company is not barred from bidding on a public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid-rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

Proposal Submitted By:

Vendor Name

Vendor Address

City State Zip Code

Phone Fax

Name of Authorized Representative (type or print)

Signature of Authorized Representative Date