



Carrie Eklund
Central Services Manager
Finance Department

**REQUEST FOR PROPOSALS
LEASE OF 211A ELM STREET
RFP NO.: 615-L-061**

6/9/15

Name of Proposing Firm: _____
Address _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
E-Mail: _____

RFP Opening Time and Date 11:00 a.m., Local Time, Monday, July 13, 2015

Proposals will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

Bid Deposit/Bid Bond: NO
Prevailing Wage NO
Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. RFP Opening Date and Time
2. Title of Job
3. RFP Number

RETURN PROPOSALS TO:

City of Rockford
Central Services Manager
425 East State Street, 4th Floor
Rockford, Illinois 61104

PROPOSALS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED

PROPOSAL RESULTS:

Bid results may be obtained by telephone at (779) 348-7164, by fax at (800) 380-7174. or at www.rockfordil.gov

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.
2. Total versus “Per Item” Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
6. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar the vendor from bidding for a period of up to three years.
7. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
8. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
9. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

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

11. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

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

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

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

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

16. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford

Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

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

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

19. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

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

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

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

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

24. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating

sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

25. **Prevailing Wage.** When indicated on the cover page of this document, this contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor’s responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

26. **Certified Payroll.** All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via the City’s current Certified Payroll reporting system. No paper copies or non-conforming Certified Payroll reports will be accepted. The City reserves the right to withhold payment due to the awarded vendor until the vendor displays compliance with this provision.

27. **Substance Abuse Prevention.** When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

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

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

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker’s Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and

the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

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

30. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

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

32. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

33. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

**BID REQUIREMENTS FOR
EQUAL EMPLOYMENT OPPORTUNITY**

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.
Note: The number of employees must be entered under each category (no check marks)

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.

Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, **must provide expiration date entered in the place provided therefore.**
5. Certificate of Non-Barred Bidding
6. All executed Subcontractor/Leased Operator and Supplier forms.

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.

ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, AND 5, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (779) 348-7396 or ron.moore@rockfordil.gov

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

It is the policy of this company, _____
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, _____ % of our work force are minorities and _____ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

_____ is the official who will be responsible for implementing this policy statement.

_____ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, _____ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

STATEMENT OF NONCOMPLIANCE

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

CERTIFICATE OF NON-BARRED BIDDING

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

Authorized Signature
Title
Firm

Our firm is a:

Minority Business Enterprise _____

Women Business Enterprise _____

Neither _____

City-Certified? Yes ___ No ___

City Certified? Yes ___ No ___

(Revised 12/21/0

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).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

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

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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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 his or her 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 his or her 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 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include 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 Part II instructions on page 3 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 under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 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 no longer are 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **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. 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 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** 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.

d. **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. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." 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, you may enter it on line 2.

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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 in 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 possession, 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 possession
- 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
- 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 Income, 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) written or printed 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 possession, 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.

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 individual taxpayer identification number (ITIN). Enter it in the social security number box. 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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 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 1-800-772-1213. 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/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "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, generally you will 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.

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 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:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (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 and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. 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.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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 possessions for use in administering their laws. The information also may 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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Lease of 211A Elm Street RFP

Section I. Intent.

The City of Rockford (City), by this Request for Proposal (RFP), sets forth its intent to consider a proposal for the lease of City-owned property. City invites interested parties to submit a plan to lease City-owned property located on the section of the downtown mall between State Street and Elm Street on the east side of the mall inside of the Elm and Wyman Street Parking Deck structure.

Section II. City Property Description.

The City of Rockford, Illinois has available for lease approximately 1,830 square feet of office/retail space. The space is located on the Southwest corner of Main and Elm Streets. The length of this lease will be for the five years with up to 2 five year renewals. Minimum Rent would be \$10 per square foot (\$1,525 per month) with 3% annual escalator. Lease of the space to the successful bidder will be on an "as is" basis. Tenant shall obtain and keep during the lease term a policy of commercial general liability for bodily injury, property damage, and persona injury. Tenant shall pay all utilities and services supplied to the premises. Tenant shall pay tenants proportionate share of the general real estate taxes. Tenant shall pay any and all personal property taxes levied and which become payable during the term of the lease.

Section III. Contact.

The contact for this bid is Xavier Whitford, Financial Analyst, at 779-348-7472. Any and all questions regarding this proposal can be emailed to xavier.whitford@rockfordil.gov.

Section IV. Proposal Requirements.

Proposals must contain the following:

1. Provide a complete description of the Responder's team including names, addresses, individual resumes' and responsibilities of each team member.
2. Include a financial statement, at delivery of proposal, supporting the Responder's financial capability of undertaking this lease including current operating revenues and expenses, and a history of debt repayments.
3. Provide a complete description of the Responder's entity (corporation, partnership, etc.) and identification of all parties, including disclosure of all persons or entities having a beneficial interest in the proposal.
4. Resume of previous experience identifying not less than five (5) years of experience directly related to the proposed use of the City Property.
5. A detailed description of the concept of how the facility will be used to accomplish the Intent of this RFP.
6. A primary contact name and numbers including phone, fax, and email.
7. Submit one original and two (2) copies of proposal.

Section V. Evaluation of Proposals.

The City's evaluation team will assess the proposals submitted. The City also reserves the right to interview representatives of firms, request documents as needed, and check references.

An evaluation team will be used to assess each proposal. This evaluation team may consist of the following City representatives: the Legal Director, the Finance Director, and a Financial Analyst.

Once the evaluation team has determined that the Responder meets the minimum qualification standards, four criteria will be used to assess each Responder. Each of these criteria will be rated by the members of the evaluation team, giving each proposal a total possible score of 100. The criteria include:

- Financial capability of the respondent (30 points).
- Past experience of similar entity (30 points).
- Concept for space utilization and how it fits into the existing space and surrounding properties (20 points).
- Impact on municipal revenues in addition to lease (20 points).

Each member of the evaluation team shall independently evaluate each proposal and any other information that is used to evaluate the Responder's ability to secure the lease. Once these individual evaluations have been completed, the scores will be averaged and the overall average will be the final score of each proposal. The contract will be awarded to the Responder that receives the highest average score.

LEASE

1. PARTIES

This lease, dated as of this ___ day of _____, 2015, is made by and between the City of Rockford, Illinois, a municipal corporation ("Landlord") and NEW TENANT ("Tenant").

2. LEASE OF PREMISES.

a. Landlord hereby leases to Tenant and tenant hereby leases from Landlord the premises shown on "Exhibit ___" (see attached drawing) located on the section of the downtown mall between State St. and Elm St. on the east side of the mall inside of the Elm & Wyman St. Parking Deck structure.

b. This lease is subject to the terms, covenants and conditions herein set forth and each party covenants as a material part of consideration for this lease to keep and perform each and all of its terms, covenants and conditions.

3. DEFINITIONS AND BASIC LEASE CONDITIONS

As used in this lease, the following terms have the following meanings:

a. Common Areas. All areas, non-structural portions, facilities and equipment of the parking facility outside the premises and the premises of other tenants, but within the exterior boundaries of the Parking Facility that are provided and designated by landlord from time to time, for the general use, benefit and/or convenience of tenant and/or other tenants of the Parking Facility and/or their respective authorized representatives and invitees. Common areas include without limitation: pedestrian walkways and patios, landscaped areas, sidewalks, service corridors, public rest rooms, stairways, and the exterior walls, plazas, malls, (including any enclosed malls where climate control is provided), throughways, loading areas, parking areas, and roads, all as generally shown on the plan attached hereto as Exhibit "___". Landlord shall have the right to regulate or restrict the use of the Common Areas.

b. Parking Passes. Tenant also receives, as part of the lease agreement, _____ parking passes for the parking deck located adjacent to the leased space at the discounted rate of twenty (\$20.00) Dollars per pass, per month. The parking passes are for the employees of Tenant only and must be returned upon cancellation of the lease agreement between the City of Rockford and Tenant. The parking passes are non-transferable. Any use of the parking passes other than by employees for work purposes will result in the revocation of all Tenant parking passes.

c. Landlord's Mailing Address: City of Rockford
Attn: Transportation & Facilities Manager
425 E. State St.

- a. Tenant agrees to pay landlord, the minimum rent, without notice or demand, in advance, on or before the first day of each and every successive calendar month during the lease term, commencing upon the lease term commencement date.
- b. Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month. All rentals shall be paid to the landlord, without deduction or offset, in lawful money of the United States of America and at such a place as the landlord designates in writing where rent is to be paid.
- c. Tenant shall pay, as additional rent, all sums required to be paid pursuant to the terms of this lease. All amounts required to be paid by tenant here under sometimes referred to as "rent" or "rental".

5. USES PROHIBITED.

Tenant shall not do nor permit anything to be done in or about premises nor bring anything therein which is not within the permitted use of the premises which will in any way increase the existing rate of or affect any fire or other insurance policy covering the Parking Facility or any of its contents, or cause cancellation of any insurance policy covering the Parking Facility or any part thereof or any of its contents. The tenant shall not do or permit anything to be done in or about premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Parking Facility or injure or annoy them or use or allow the premises to be used for any improper, immoral, unlawful, or objectionable purpose; nor shall tenant cause, maintain or permit any nuisance in, or about the premises. The tenant shall not commit or allow to be committed any waste in or upon the premises.

6. COMPLIANCE WITH LAW.

The tenant shall not use the premises, or permit anything to be done in or about the premises, which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. The tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the premises, excluding structural changes not related to or affected by the tenant's improvement acts and excluding modifications to the common areas which shall be made at the landlord's sole cost and expense.

7. ALTERATIONS AND ADDITIONS.

- a. Tenant shall not make any structural alterations, additions or improvements to or of the premises or any part thereof without first obtaining the written consent of the landlord; which consent shall not be unreasonably withheld.

b. Tenant may close its business once every thirty (30) days to refurbish and redecorate the premises. Any alterations, additions, or improvements to or of said premises, including, but not limited to, wall coverings, paneling, built-in cabinet work, but excepting moveable furniture and trade fixtures, shall at once become part of the realty and belonging to the landlord and be surrendered with the premises.

8. REPAIRS.

a. The landlord agrees to keep the premises, including, but not limited to the mechanical, electrical, plumbing, and HVAC systems, in good, sanitary order, condition and repair for the duration of the lease period. The tenant shall, upon the expiration or sooner termination of the lease, surrender the premises to the landlord in good condition, and broom clean. Ordinary wear and tear and damage caused beyond the reasonable control of the tenant is excepted.

b. Notwithstanding and provision hereof, the landlord, at its expense shall maintain and repair the common areas and the structural portions of the Parking Facility, including the exterior walls and the structural portion of the roof.

9. LIENS.

Tenant shall keep the premises and property in which the premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of tenant.

10. ASSIGNMENT AND SUBLETTING.

Tenant shall not either voluntarily, or by law, assign, transfer, mortgage, pledge, hypothecate or encumber its lease or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants, and invitees of tenant excepted) to occupy or use the premises, or any portion thereof. Accordingly, the Tenant shall not transfer, assign, sublet, mortgage, hypothecate, encumber or enter into any license or concession agreement regarding this Lease, or all or any portion of the Tenant's interest in and to the Premises (collectively, "Transfer"), without in each instance procuring the prior written consent of the landlord, which consent shall not be unreasonably withheld.

11. HOLD HARMLESS.

Except as to claims arising out of willful misconduct of the landlord and its agents and employees, the tenant shall indemnify and hold harmless the landlord against and from any and all claims arising from the tenant's use of the premises.

12. SUBROGATION.

As long as their respective insurers so permit, the landlord and tenant hereby mutually waive their respective rights against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurer to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

13. LIABILITY INSURANCE.

The tenant shall, at the tenant's sole expense, obtain and keep in force during the lease term a policy of commercial general liability insurance, insuring the landlord and tenant against any liability for bodily injury, property damage (including the loss of use property) and personal injury arising out of the ownership, use, occupancy, or maintenance of the premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than \$1,000,000 per occurrence. The tenant may provide this insurance under a blanket policy, provided said insurance has a landlord's protective liability endorsement attached thereto. If tenant fails to procure and maintain said insurance the lease shall be considered void and the landlord shall have the option of providing said coverage and charging the tenant for the insurance or canceling the lease and require that the tenant vacate the premises. The tenant shall deliver a certificate of insurance with proof of liability insurance to the landlord prior to signing this lease agreement. All such policies shall be written as primary policies not contributing with and not in excess of coverage which the landlord may carry.

14. UTILITIES.

The tenant shall pay for all water, gas, electric, heat, power, sewer charges, telephone services, and all other services and utilities supplied to the premises, together with any taxes thereon.

15. REAL ESTATE TAXES

Tenant shall pay, or cause to be paid, before delinquency, tenant's proportionate share of the general real estate taxes as expressed in the most recent real estate tax bill for the tenant's leasehold interest. The premises' leasehold interest has a current real estate tax PIN of _____.

16. PERSONAL PROPERTY TAXES.

Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the lease term upon all tenant's leasehold improvements, equipment, furniture, fixtures and all other personal property located in the premises. In the event any or all of the tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, tenant shall pay to landlord its share of such taxes within thirty (30) days after

delivery to tenant by landlord of a statement in writing setting forth the amount of such taxes applicable to the tenant's property.

17. HOLDING OVER.

If the tenant remains in possession of the premises or any part thereof after the expiration date of the lease term without the written express consent of the landlord, such occupancy shall revert to a month to month at a rental in the amount of 100% of the last monthly minimum rent, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

18. ENTRY BY LANDLORD.

The landlord reserves, and shall at reasonable times during business hours have, the right to enter the premises to inspect same, to submit said premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the premises and any portion of the parking facility of which the premises are a part that the landlord may deem necessary or desirable, and may for that purpose erect scaffolding and or other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the premises shall not be unreasonably blocked thereby, and further providing that the business of the tenant shall not be interfered with unreasonably. The landlord at any and all times shall have the right to use any and all means which the landlord deems necessary to open said doors in an emergency, in order to obtain entry to the premises without liability to the tenant except for any failure to exercise due care for the tenant's property and any entry to the premises obtained by the landlord by any means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the premises, or an eviction of the tenant from the premises or any portion thereof.

19. TENANT'S DEFAULT.

The occurrence of any one or more of the following events shall constitute a default and breach of this lease by the tenant.

- a. The vacating or abandonment of the premises by the tenant for ten (10) or more consecutive days; without properly exercising Tenant's early right of termination.
- b. The failure by the tenant to make any payment of rent or any other payment required to be made by the tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof by the landlord to the tenant.
- c. The failure by the tenant to observe or perform any of the covenants, conditions or provisions of this lease to be observed or performed by the tenant, other than described in (b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof by the landlord to the tenant: provided, however, that if the nature of the tenant's default is such, more than thirty (30) days are reasonably required for its cure,

then the tenant shall not be deemed to be in default if tenant commences such cure within said thirty(30) day period and thereafter diligently prosecutes such cure to completion.

d. The making by a tenant or general assignment for the benefit of creditors; or the filing by or against the tenant of a petition to have the tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of the tenant's assets located at the primness of a tenant's interest in this lease, where possession is not restored to the tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of the tenant's assets located at the premises or of the tenant's interest in this lease, where such seizure is not discharged within thirty (30) days.

20. REMEDIES UPON TENANT'S DEFAULT.

In the event of any such default or breach by tenant, landlord may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting landlord in the exercise of a right or remedy which the landlord may have by reason of such default or breach:

- a. Terminate the tenant's right to possession of the premises by any lawful means, in which case this lease shall terminate and the tenant shall immediately surrender possession of the premises to the landlord. In such an event the landlord shall be entitled to recover from the tenant all damages incurred by the landlord by reason of the tenant's default including, but not limited to, the cost of recovering possession of the premises; expenses of reletting, reasonable attorney's fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charged and adjustments called for herein for the balance of the lease term after the time of such award exceeds the amount of such loss for the same period that then tenant proves could be reasonably avoided; and that portion of any leasing commission paid by the landlord and applicable to the unexpired term of this lease. Unpaid installments of rent or other sums shall bear interest from the date due at the legal rate of 10% per annum, or;
- b. Maintain the tenant's right to possession, in which case this lease shall continue in effect whether or not the tenant shall have abandoned the premises. In such an event the landlord shall be entitled to enforce all of the landlord's rights and remedies under this lease, including the right to recover the rent and any other charges and adjustments as may become due hereunder, or;
- c. Pursue any other remedy or combination of remedies now or hereafter available to the landlord under the laws or judicial decisions of the state in which the premises are located.

21. DEFAULT BY LANDLORD.

The landlord shall not be in default unless the landlord fails to perform obligations required of the landlord within a reasonable time, but in no event later than thirty (30) days after written notice by the tenant to the landlord and to the holder of the first mortgage or deed of trust covering the premises whose name and address shall have theretofore been furnished to tenant in writing, specifying wherein the landlord has failed to perform such obligation. If the nature of the landlord's obligation is such that more than thirty (30) days are required for performance then the landlord shall not be in default if the landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. If the landlord's default is not cured within said thirty (30) day period, the tenant shall have the right, but not the obligation, to cure such default and to receive immediate reimbursement for the same from the landlord, or to off-set any costs incurred against the rent payments next due. In the event the landlord's default has not been cured within ninety (90) days, the tenant shall have the option to terminate this lease, in addition to remedies of damages and/or injunctive relief.

22. RECONSTRUCTION.

a. In the event the premises are damaged by fire or other perils covered by extended coverage insurance, the landlord agrees to forthwith repair the same, and this lease shall remain in full force and effect, except that the tenant shall be entitled to proportionate reduction of the minimum rent and additional rent from the reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the tenant in the premises. If the damage is due to the sole fault or neglect of the tenant or its employees, there shall no abatement of rent.

b. In the event that the premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, the landlord shall have the option: (1) to repair, reconstruct or restore the premises, in which event this lease shall continue in full force and effect but the minimum rent and additional rent shall be proportionately reduced as herein above provided in this section during the period of such repair, reconstruction or restoration; or (2) to give notice to the tenant at any time within sixty (60) days after such damage, terminating this lease of the date specified in such notice, which date shall be no more than thirty (30) days after giving of such notice. In the event of giving such notice, this lease shall expire and all interest of tenant in the premises shall be reduced a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the tenant in the premises, shall be paid up to the date of said such termination.

c. Except to the extent caused by the willful acts of the landlord or its agents and employees, the landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of tenant.

23. EMINENT DOMAIN.

If more than twenty-five percent (25%) of the premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this lease upon thirty (30) days written notice. If any amount of the premises are taken, the minimum rent and additional rent, thereafter to be paid shall be equitably reduced. If any or part of the Parking facility other than the premises may be so taken or appropriated, the landlord shall within sixty (60) days of said taking have the right at its option to terminate this lease upon written notice to the tenant. In the event of any taking or appropriation whatsoever, the landlord shall be entitled to any and all awards and/or settlements which may be given on account of the value with the leasehold estate of the tenant's improvements or trade fixtures, as long as the landlord's award is not reduced thereby.

24. PARKING AND COMMON AREAS.

- a. The landlord covenants that an area approximately equal to the common areas as shown on the attached Exhibit " _ " shall be at all times available for the nonexclusive use of the tenant and the other tenants' of the Parking Facility during the full lease term or any extension thereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic, and the boundaries and locations of such common areas, provided, however, that anything to the contrary contained in this section 23 notwithstanding, said areas shall at all times be substantially equal or equivalent to that shown on the attached Exhibit " _ " drawing.
- b. The landlord shall keep automobile parking and common areas in a neat, clean, and orderly condition and shall repair any damage to the facilities thereof.
- c. The tenant, for the use and benefit of the tenant, its agents, employees, customers, and licensees, shall have the non-exclusive right in common with landlord, and other present and future owners, tenants and their agents, employees, customers, and licensees, to use said common areas during the entire lease term, or extensions thereof, for ingress and egress, and automobile parking.
- d. Tenant, in the use of said common areas, agrees to comply with such reasonable rules, regulations and charges for parking as landlord may adopt from time to time for the orderly and proper operation of said common areas.

25. SIGNS.

The landlord and tenant agree that any temporary or permanent signage (including

Pylon sign, banners, awnings, and signs) utilized by Tenant shall comply with the City of Rockford zoning ordinances. Tenant further agrees that signage for the premises shall be subject to approval by the Landlord.

26. DISPLAYS.

Tenant may not display or sell merchandise or allow grocery carts or other similar devices within control of the tenant to be stored or to remain outside the defined exterior walls and permanent door ways of the premises. The tenant further agrees not to install any exterior lighting, amplifiers, or similar devices or use in or about the premises any advertising medium which may be heard or seen outside the premises, such as flashing lights, search lights, loudspeakers or radio broadcasts.

27. AUCTIONS.

The tenant shall not conduct or permit to be conducted any sale or auction in, upon or from the premises, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceedings.

28. GENERAL PROVISIONS.

- a. Plats and Riders. Clauses, exhibits, schedules, plats, riders, and addenda, if any, affixed to this lease are a part hereof.
- b. Waiver. The waiver by either party or any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent acceptance of rent hereunder by the landlord shall not be deemed to be a waiver of any preceding default by the tenant of any term, covenant or condition of this lease, other than the failure of the tenant to pay the particular rental so accepted, regardless of the landlord's knowledge of such preceding default at the time of the acceptance of such rent.
- c. Time. Time is of the essence of this lease and each and all of its provisions in which performance is a factor.
- d. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignments, apply to and bind the heirs, successors, executors, administrators and assigns of the parties thereto.
- e. Recordation. Neither the landlord nor the tenant shall record this lease, but a short form memorandum hereof may be recorded at the request of, or with the permission of, the landlord.
- f. Landlord Warranties. Landlord represents, covenant and warrants (i) that it has lawful title to the Parking Facility and has full right, power and authority to enter into this lease, (ii) that the parking facility is in compliance with the Americas with Disabilities

Act ("ADA"); (iii) that the permitted "use" of the premises does not currently violate the terms of any of the landlord's insurance policies.

- g. Hazardous Materials. Landlord represents and warrants that the premises are free of all asbestos, asbestos containing materials and other hazardous or toxic materials (collectively, "hazardous materials"). The tenant shall have no obligation to make any repairs, alterations, or improvements to the premises or incur any costs or expenses whatsoever as a result of hazardous materials in or about the Parking Facility, building or the premises, other than those hazardous materials brought onto such areas by the tenant. The landlord shall be solely responsible for any changes to the premises relating to hazardous materials (at landlord's expense) unless those hazardous materials were brought onto the premises by the tenant. The landlord shall hold the tenant harmless from and against all liabilities, costs, damages, and expense which the tenant may incur (including reasonable attorney's fees) as a result of a breach of the landlord's representation and warranty set forth in this paragraph or the presence of hazardous materials in or about the parking facility, building, or the premises, unless those hazardous materials were brought onto such areas by the tenant.
- h. Quiet Possession. Upon tenant's paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on the tenant's part to be observed and performed hereunder, the tenant shall have quiet possession of the premises for the entire lease term, subject to all the provisions of this lease.
- i. Late Charges. If any installment of rent or any sum due from the tenant shall not be received by the landlord within ten (10) days after said amount is past due, then the tenant shall pay to the landlord an additional charge of four percent (4%) of any rent or sum past due. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that the landlord will incur by reason of the late payment by the tenant.
- j. Prior Agreement. This lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this lease may be amended or added except by an agreement in writing signed by the parties hereto or their respective successors in interest. This lease shall not be effective or binding on any other cause beyond the reasonable control by the landlord.
- k. Inability to Perform. This lease and the obligations of the tenant hereunder shall not be affected or impaired because the landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control by the landlord.

If to tenant: NEW TENANT
 ADDRESS
 City, State ZIP
 CONTACT NAME
 CONTACT TITLE
 CONTACT FAX

- r. Mitigation/Reasonableness. Landlord shall use reasonable efforts to mitigate its damages in the event of a tenant default. Whenever either party to the lease is required or requested to give consent, such consent shall not be unreasonably withheld.
- s. Tenant's statement (Estoppel Certified). Tenant shall at any time and from time to time, upon not less than ten (10) days prior written notice from the landlord, execute, acknowledge and deliver to the landlord a statement in writing (a) certifying that this lease is unmodified and in full force and effect, the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to tenant's knowledge, any uncured defaults on the part of the landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the lease terms. Any such statement may be relied upon by the prospective purchaser or encumbrance of all or any portion of the real property of which the premises are a part.
- t. Authority of Tenant. If the tenant is a corporation, each individual executing this lease on behalf of the tenant represents and warrants that he or she has full authority to do so and that this lease binds the corporation. If the tenant is a partnership, each individual executing this lease for the tenant represents and warrants that he, she or it is a general partnership and that this lease binds the partnership and all general partners of the partnership.
- u. Tenant Financing. Tenant shall have the right from time to time to grant and assign a mortgage or other security interest in all of the tenants property located within the premises to its lenders in connection with the tenant's personal property (whether by statute or under the terms of this lease) shall be subject and subordinate to such security interest. The landlord shall execute such documents as tenant's lenders may reasonably request in connection with any such financing.

29. COMPLIANCE.

The parties hereto agree to comply with all applicable federal, state, and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environment Response Compensation and Liabilities Act, and the Americans with Disabilities Act.

30. AMERICANS WITH DISABILITIES ACT:

Landlord shall be liable for any alterations, repairs or improvements necessitated by Americans with Disabilities Act of 1990 and any similar zoning requirements, ordinances, statutes, regulations or building codes, whether now in effect or hereafter enacted.

31. SATELLITE COMMUNICATIONS.

Notwithstanding anything to the contrary in this Lease, Landlord hereby agrees that at anytime during the term of this Lease, Tenant shall have the right to install, on the premises, a non-penetrating satellite communications dish and related equipment. If Tenant shall install such equipment, Tenant shall do so at its own cost and expense and in accordance with all applicable laws, rules, and regulations. In addition, Tenant shall defend, indemnify and hold Landlord harmless from and against any claims, costs, or expenses incurred by Landlord as a result of such installation by Tenant. If Tenant shall install such equipment, Tenant shall be responsible for the maintenance and repair thereof, at Tenant's sole cost. At the expiration or other termination of this Lease, said equipment shall remain the property of Tenant, and shall be removed by Tenant, and Tenant shall repair any and all damage caused by such removal.

32. CANCELLATION BY TENANT.

Tenant shall have the right and privilege of canceling and terminating this lease from the date of lease or anytime thereafter by giving Landlord written notice of cancellation at least 90 days prior to such cancellation, provided Tenant shall pay the rent due the Landlord to the date of such cancellation and shall further pay the sum of 3 month's rent for the privilege of cancellation.

33. LANDLORD CERTIFICATION.

Landlord shall be responsible for providing any documents and/or information required for Tenant to obtain a Certificate of Occupancy or any other required permits for the demised premises. Tenant shall be responsible for any documents and/or information required to obtain a Certificate of Occupancy any other required permits following Tenant's occupancy of the demised premises.

34. INDEMNIFICATION.

Each party agrees to indemnify and save and hold harmless the other against any and all claims by or on behalf of any person, firm or corporation arising out of any breach or default in the performance of each respective party's obligations hereunder. Further, Tenant covenants at all times to save and hold harmless Landlord from any loss, damage or injury to person or property, incurred by any person, persons or corporation upon leased premises, which injury, loss or damage results from any negligent acts of Tenant,

its servants, agents or employees. Likewise, Landlord covenants at all times to save and hold harmless Tenant from any loss, damage or injury to person or property, incurred by any person, persons or corporation upon leased premises, which injury, loss or damage results from any negligent acts of Landlord, its servants, agents or employees.

35. ODORS AND PESTS.

Landlord shall maintain the demised premises free from foul and noxious odors, pests, insects, and rodents due to any cause other than Tenant's specific use of the demised premises. Tenant shall take reasonable and ordinary extermination procedures to insure that such odors, pests, insects, and rodents caused by Tenant's specific use of the demised premises are eliminated and/or contained.

36. SEWER BACKUP

Landlord agrees that if the sewer serving the demised premises backs up at anytime during the lease or extension, Tenant may cancel the lease with no penalty by giving Landlord 30 days written notice. Landlord shall have no responsibility for damages occasioned by any sanitary sewer backup.

LANDLORD:

TENANT:

City of Rockford

NEW TENANT

By: _____

By: _____

Title: _____

Title: _____