



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

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

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# **Section 1**

# **RFP Instructions**

# **and**

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

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

**1. Pricing.** The proposer shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.

**2. Total versus "Per Item" Awards.** The City generally awards contracts on a lump sum basis. However, the City may choose to award a contract to more than one proposer. Therefore, each proposer must submit pricing for each item indicated on the bid forms.

**3. Delivery of Merchandise.** Delivery terms will always be Freight-On-Board (FOB) Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.

**4. Acceptance of Merchandise at Delivery.** The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in the invitation to bid or as otherwise permitted by Illinois law.

**5. Prompt Payment Act.** The City of Rockford intends to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.

**6. W-9 Request for Taxpayer Identification Number.** Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar Vendor from bidding for a period of up to three (3) years.

**7. Legal Compliance.** Vendor will at all times observe and comply, and will cause its subcontractors to observe and comply, with all applicable federal, state, and local laws, ordinances, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this contract. Provisions required by law, ordinance, rules, regulations, or executive order to be inserted in this contract will be deemed inserted, whether or not they appear in it. In no event will failure to insert such required provisions prevent the enforcement of applicable law. Lack of knowledge of applicable law on the part of Vendor will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of Vendor or subcontractor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

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

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

**25. Prevailing Wage.** When indicated on the cover page of the invitation to bid, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Prevailing wage rates are determined by the Illinois Department of Labor and posted on the Department's website at:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **Section 2**

## **Required Forms**



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

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

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

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

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

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Signature of Vendor

Date

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

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

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

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

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

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

**Section II--Subcontractor Utilization**

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

**Section III—Subcontractor Selection**

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

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

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

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

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

--

**Section IV—MWBE Subcontractors Contacted**

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

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

**Section V—Signature**

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

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**Signature**

**Date**

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**Name**

**Title**

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

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

**Part I: Vendor Information**

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

**Part II: Vendor Workforce Data**

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

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

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

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

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

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

**Part I: Identification**

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

**Part II: Subcontractor Workforce Data**

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

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

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

## Job Category Descriptions

**Officials and Managers:** Jobs occupied by administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, superintendents, salaried supervisors who are members of management, and purchasing agents and buyers.

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

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

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

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

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

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

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

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

**City of Rockford**  
**ILLINOIS PREVAILING WAGE ACT NOTICE AND ACKNOWLEDGEMENT**

**Failure to sign this acknowledgement will result in disqualification of Vendor's bid or proposal.**

**Prevailing Wage.** The work included in this bid/request for proposal 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 contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Prevailing wage rates are determined by the Illinois Department of Labor and up-to-date rates are posted on the Department's website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. This Act does apply to owner/operators (e.g. a business where the owner is an employee doing work on the job). If awarded this contract, Vendor must comply with all requirements of the Act, including but not limited to all wage, notice, recordkeeping, and filing of certified payroll requirements. *It is your responsibility, as a bidder, to understand the amount this law requires you to pay workers (including yourself as an owner, if applicable) while working on this City of Rockford project— and to bid accordingly.*

**Certified Payroll.** The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15<sup>th</sup> day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. *The City reserves the right to withhold payment to Vendor until Vendor displays compliance with this provision of the Act.*

By signing below, Vendor acknowledges the applicability of the Prevailing Wage Act to the work that will be performed for the City of Rockford and, if the contract is awarded to Vendor, agrees to comply with the Act.

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

Bid/RFP Number: \_\_\_\_\_

Bid/RFP Title: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

---

Signature of Authorized Representative

Date



**City of Rockford**  
**LCPTRACKER VENDOR INFORMATION FORM**

The City uses an online system called LCPtracker to collect the certified payrolls Vendor must file with the City in compliance with the Prevailing Wage Act (820 ILCS 130/5 (a)(2)). The City will use the information provided in this form to set up a project in the LCPtracker system, where Vendor will be required to file certified payroll (due the 15<sup>th</sup> of the month for the preceding month).

- 1. City's Bid Number or PO Number:**
- 2. City's Project Name:** \_\_\_\_\_
- 3. Company Name (Vendor):**
- 4. Vendor's Address:** \_\_\_\_\_
- 5. Vendor's City and State:** \_\_\_\_\_
- 6. Vendor's Zip Code:**
- 7. Vendor's 10 – Digit Phone Number:** \_\_\_\_\_
- 8. Federal Tax ID Number:**
- 9. Ethnicity of Vendor:** \_\_\_\_\_
- 10. Principal's Name:**
- 11. Principal's Title:**
- 12. Contact's Name<sup>i</sup>:**
- 13. Contact's Email Address:**
- 14. Prime Approver's Name<sup>ii</sup>:**
- 15. Prime Approver's Email Address:**
- 16. Union Status:** \_\_\_\_ Union \_\_\_\_ Non-Union
- 17. Owner Operator?** \_\_\_\_ Yes \_\_\_\_ No
- 18. City-Certified MBE or WBE?**        Yes        No
- 19. Start Date of Project:** \_\_\_\_\_
- 20. Bid or PO Amount:** \_\_\_\_\_
- 21. If you will employ apprentices for City work, please attach pay scale for them.**

For questions about EEOs, contact Contract and Grant Compliance Officer, by email at (779) 348-7264.

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<sup>i</sup> The Contact is the person who will manage Vendor's LCPtracker online account and who will use that account to *enter and certify payroll* information in the online system.

<sup>ii</sup> The Prime Approver is the person who will be responsible for *approving payroll* entered by Vendor and all subcontractors utilizing his or her LCPtracker prime approver online account. The Contact and Prime Approver may be the same person (who will utilize two different accounts to perform each function).

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

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

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

The IEPA General Construction permit can also be located at:

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

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

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Person, Firm or Corporation

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Authorized Signature

### Acknowledgement of Addenda

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

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

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Person, Firm or Corporation

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Authorized Signature

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

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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

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

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

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

**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.

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

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

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

**General Instructions**

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

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

**What's New**

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

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

**Purpose of Form**

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

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

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

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

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

**By signing the filled-out form**, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

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

## What Is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3a

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

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

### Line 3b

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

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

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

### Line 4 Exemptions

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

#### Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

## Line 5

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

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

## What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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



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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

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

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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

# **Section 3**

## **RFQ**

### **Specifications**



## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **APPLIANCE - RFQ PACKAGE ORDER**

#### **INFORMATIONAL (keep for your records)**

1. Weatherization General Terms and Conditions
2. Appliance Scope of Work
3. Appliance Market Analysis (Excel File)
4. IHWAP Field Standards Manual (Fridge/Freezer/Oven Sections Only)
5. Vendor Requirements
6. Appeal Process Document
7. Appendix A
8. Appliance Product/Spec Sheets

#### **DOCUMENTS TO BE SIGNED & TURNED BACK IN**

- |  |  |
|--|--|
| <input type="checkbox"/> Notification of Interest            | <input type="checkbox"/> Change Order Process                            |
| <input type="checkbox"/> Pricing Agreement                   | <input type="checkbox"/> Assurance & Guarantee                           |
| <input type="checkbox"/> Release of Information              | <input type="checkbox"/> Invoicing Requirement & Procedure               |
| <input type="checkbox"/> Statement of Vendors Qualifications | <input type="checkbox"/> Payment Process                                 |
| <input type="checkbox"/> State Weatherization Training       | <input type="checkbox"/> Procurement Appeals                             |
| <input type="checkbox"/> Bonding Certificates                | <input type="checkbox"/> Waiver of Lien                                  |
| <input type="checkbox"/> Proposed Sub-contractors            | <input type="checkbox"/> Ethics Statement                                |
| <input type="checkbox"/> Small businesses (minority)         | <input type="checkbox"/> Debarment Statement                             |
| <input type="checkbox"/> Completion of Schedule Warranty     | <input type="checkbox"/> Certification Regarding Weatherization Material |

#### **DOCUMENTS TO BE TURNED IN**

- ☐ Certificate of Insurance
- ☐ Safety Data Sheets (SDS)
- ☐ Product Specification Sheets



## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **APPLIANCE**

#### **Part A: General Terms & Conditions Weatherization Equipment/Material and Labor**

##### **I. GENERAL INFORMATION**

The City of Rockford is requesting responses from qualified vendors to provide materials and labor for the weatherization of approximately **80** homes. The materials must meet the standards for Weatherization materials as set forth in Title 16, Code of Federal Regulations, and other standards as may be described herein.

There is no expressed or implied obligation for the City of Rockford to reimburse responding vendors for any expenses incurred in preparing responses to this request.

During the evaluation process, the City of Rockford reserves the right, where it may serve the City's best interest, to request additional information or clarification from vendors, or to allow corrections of errors or omissions.

Following the selection of the successful vendor(s), letters will be sent to all vendors notifying them of the selection.

##### **II. TERM OF CONTRACT**

The term of the contract between the City of Rockford and the successful vendor(s) will be from contract signing to September 30, 2026.

##### **III. DESCRIPTION OF THE PROGRAM**

- A. Program Sponsors. Funds for the Illinois Home Weatherization Assistance Program (IHWAP) are allocated to the state by two federal agencies, the U.S. Department of Energy and the U.S. Department of Health and Human Services. The Department of Commerce and Economic Opportunity has the responsibility to administer the Weatherization program in the state. These Weatherization funds are distributed to local administering agencies to Weatherize low-income persons' dwelling units.
- B. Program Objectives. The purpose of the Weatherization program is to assist low-income persons, especially the elderly and persons with disabilities, by Weatherizing their homes, thereby reducing fuel costs for low-income families, and reducing energy consumption nationwide.
- C. Labor Standards and Inspection. All work performed by contractor(s) must conform to the standards set forth in the (IHWAP) Field Standards Manual. The City of Rockford will inspect all work to determine conformity with these specifications. The contractor at no additional cost to the City of Rockford must correct any deficiencies in workmanship.

Materials purchased can be inspected by the City of Rockford to determine conformity with the quality requirements of the Request for Qualifications. When deemed necessary the City of Rockford may require documentation (i.e., product literature prepared by the manufacturer) detailing the product specifications for purposes of determining whether the material conforms, in all aspects, to the required specifications as set forth

herein. In cases where the documentation indicates the material does not meet the specifications, the successful vendor must remedy the deficiency, or the balance of order thereof may be canceled by the City of Rockford.

- D. Estimated Quantities and Production. The number of dwellings to be weatherized during Illinois Home Weatherization Assistance Program – Program Year 2026 is an estimate based on prior years' production and anticipated quotas set forth by DCEO – OCA, taking into consideration program funding limitations. This estimate of production should not be construed as actual number of dwellings to be weatherized during the program year. The quantities of materials to be procured under this request are estimates and are given for comparison purposes only. These estimated quantities should not be construed as actual quantities to be purchased during the 2026 program year.

#### IV. SPECIAL PROVISIONS

A. Warranty.

1. Unless otherwise specifically stated by the City of Rockford, the following warranty applies;
  - a. Equipment – purchased as a result of this request shall be warranted against defects by the vendor for a minimum of one year from the date of receipt. The minimum warranty allowable shall be the equipment manufacturer's standard warranty and must be honored by the contractor.
  - b. Product – requires a warranty of at least one year starting on the approved final inspection date.
2. Unless otherwise specifically stated by the City of Rockford, all labor will require a one-year warranty. Contractor(s) will be required to fill out an "Assurance and Guarantee of Work" form for each dwelling.

B. Waiver of Lien. By agreeing to perform weatherization work, the vendor agrees to the following terms.

1. The vendor agrees that they will not seek payment, under any circumstances, from the owner or occupant of the premises improved.
2. The vendor shall not file, suffer, or permit any lien or other encumbrance of record as a claim against any site of a weatherization project in recognition that the only recourse for payment is from the City of Rockford.

C. Public Records Access. Due to the use of State and Federal Grant Funds, it is the intention of the City of Rockford to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Request for Qualifications openings are public unless otherwise specified. Records may not be available for public inspection prior to the issuance of the notice of intent to award or the award of the contract.

D. Egregious Disregard. DCEO reserves the right to prohibit Weatherization Contractors who display egregious disregard for program policy or client health and safety from participating in the IHWAP or other OCA programs.

E. Payment Terms and Invoicing.

1. The City of Rockford follows the Illinois Prompt Payment Act and will pay for properly completed and submitted vendor invoices within 60 days of receipt, providing goods and/or services have been delivered, installed (if required), accepted, and pass final inspection.
2. Invoices presented for payment must be submitted in accordance with the instructions contained in the executed contract including reference to the purchase order number and submittal to the correct address for processing.
3. A good faith dispute creates an exception to prompt payment.

## V. SPECIFICATIONS OF MATERIALS REQUIRED

- A. Specifications. The specifications in this request are of minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability, and/or performance level desired. When alternates are proposed, manufacturer, stock number, and such other information necessary to establish equivalency must be identified. Vendors are cautioned to avoid alternates to the specifications that may result in rejection of their response.
- B. Product Standards. The materials for which responses are being solicited must meet or exceed whichever standards are most stringent as established by the federal government, the Illinois Home Weatherization Assistance Program, the local municipality or the City of Rockford. The minimum standards established by the federal government are presented in Appendix A - Standards for Weatherization Materials (included in this Request for Qualifications packet). Specific standards as established by the City of Rockford may be incorporated in the list of materials to be procured (included in this specification).
- C. Buy American. The Buy American requirements only apply to weatherization projects on public housing, or privately-owned building that serve a public function. All iron and steel in the project are to be produced in the U.S. All manufactured products used in the project are manufactured in the U.S. and all construction material (lumber, drywall, glass, non-ferrous metals, and plastic and polymer-based products) are manufactured in the U.S. Contractors need to be able to provide documentation showing they meet the Buy American requirements upon request.
- D. Use of Name Brand. A brand name that may be mentioned in specifications does not indicate a preference and is used only as a reference to the type of materials desired. If such references are made, the specific features of the named brand, which must be met, will also be stated. The City of Rockford reserves the right to determine whether brands other than the named brands are within the intent of the specifications and will reasonably meet service requirements. If necessary, the vendor may be required to submit technical data to determine conformance with the specific features that must be met.
- E. Quality. Unless otherwise indicated in the request, all material shall be of first quality. Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval from the City of Rockford.
- F. Recycled Materials. The City of Rockford is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to propose products with recycled content that meet specifications.
- G. Safety Data Sheets. If any item(s) on an order(s) resulting from this award is a hazardous chemical, as defined under 29CFR 1910.1200, provide one copy of a Safety Data Sheet for each item with the shipped container(s) and one copy with the invoice(s).

## VI. ADDITIONAL REQUIREMENTS

- A. Davis-Bacon Act Compliance. Vendors are required to pay their staff the appropriate wage as determined by the United States Department of Labor for the County in which work is being completed. DOE-BIL funded multifamily projects that are 5 units or greater must use Davis-Bacon prevailing wage. Contractors are also required to complete reports on the "LCPTracker".
- B. Prevailing Wage Compliance. Vendors are required to pay their staff the State Prevailing Wage when completing work on rental properties. An Illinois Department of Labor, Certified Payroll Form must be completed.

## VII. REQUEST FOR QUALIFICATIONS REQUIREMENTS

- A. General Requirements.

1. Notification of Interest. Vendors interested in submitting a response must submit the Notification of Interest. Failure to do so may disqualify contractors from submitting a response.
- B. Mandatory Elements. The following elements are required to be submitted for a response to be considered a valid response. Failure to properly complete all forms included in this Request for Qualifications packet will result in rejection of the response.
  1. Insurance Requirements At the time of submission of the response, the vendor shall provide a Certificate of Insurance with the required minimum insurance as listed in the City's general terms and conditions. If any type of mandated insurance lapses, all weatherization work will cease until coverage is renewed and the City of Rockford has been provided with the current insurance documentation. Only after proper documentation has been provide will the vendor be reinstated.
  2. Statement of Vendor's Qualifications. The ability to perform under the terms of the procurement is essential. This statement provides the City of Rockford with background information on the vendor's previous experience providing materials for similar projects and identifies financial references.
  3. Release of Information. This authorization must be completed to enable the City of Rockford to verify information contained in the Statement of Vendor's Qualifications and other information relevant to the supplier's ability to perform.
  4. Submission of Qualifications. The response must be submitted by the deadline established on the Request for Qualifications cover page.
- C. Questions. All questions shall be submitted in writing to Anne Wilkerson, Central Services Manager at [Anne.Wilkerson@rockfordil.gov](mailto:Anne.Wilkerson@rockfordil.gov).

#### VIII. QUALIFICATION REVIEW AND EVALUATION PROCEDURES

- A. Staff will review the submittals to determine the qualifications of each vendor.
- B. Evaluation Criteria. The evaluations will consider the completeness of the submitted documents, past experience, capacity of the vendor to complete the work, and references as listed in the Statement of Vendor Qualifications form.
- C. Final Selection. The City intends to award contract(s) to vendor(s) capable of meeting the requirements listed in the specifications. The distribution of work assigned to the awarded vendor(s) shall be at the sole discretion of the City of Rockford.



## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **APPLIANCE SCOPE OF WORK**

The Illinois Home Weatherization Assistance Program (IHWAP) reduces energy costs for income eligible households by increasing the energy efficiency of their homes, while ensuring health and safety. Services are provided for single family, multi family, and mobile homes.

The Weatherization Appliance services will include the vendor furnishing and installing new Energy Star rated refrigerators, Energy Star chest and upright freezers, and gas range/ovens.

Vendor shall provide haul away and proper disposal of existing units being replaced in accordance with The Clean Air Act and obtain a certificate or receipt indicating the appliance has been accepted by the recycling facility.





## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **APPLIANCE – VENDOR REQUIREMENTS**

#### **Training/Certifications/Registrations:**

- Obtain and register their Unique Entity Identifier with SAM.Gov

#### **Insurance:**

At the time of submission of the response, the vendor shall provide a Certificate of Insurance with the required minimum insurance as listed in the City's general terms and conditions. If any type of mandated insurance lapses, all weatherization work will cease until coverage is renewed and the City of Rockford has been provided with the current insurance documentation. Only after proper documentation has been provide will the vendor be reinstated.

## **Appeal/ Protest Process**

The following appeal/ protest procedures will be followed when appealing or protesting a sealed bid (Invitation for Bid [IFB]) or competitive proposal (Request for Proposal [RFP]) procurement decision. Failure to file an appeal/ protest in accordance with these procedures shall be deemed a waiver of the right to further contest or dispute the matter. Grievances are limited to violations of federal laws or regulations, or failure of the Grantee to follow its own procurement policies

### ***INFORMAL CONFERENCE***

Any unsuccessful bidder or proposer (appellant or protestor) has a right to request an informal conference. The informal conference is designed to ensure that the appellant or protestor understands actions taken and the bidding/ proposal process of the Grantee. The informal conference is conducted by the Grantee and will be:

- Be held by phone or in a location reasonably convenient to the Grantee
- Be conducted, if possible, by a Grantee staff member who was not involved in the original decision
- Be held within five calendar days of the request,
- Afford the appellant or protestor an opportunity to bring a representative and/or interpreter
- Afford the appellant or protestor an opportunity to present oral and/or written testimony on their behalf

The Grantee will give the appellant or protestor a written statement documenting the results of the appeal/ protest citing the policy or regulation for the determination. A copy of the written statement will be included in the procurement bid file.

At the time of the informal conference, the appellant or protestor will be given a Request for State Review form, to complete and be sent by Grantee to OCA within 15 calendar days of the date of the informal conference. The Grantee staff person conducting the informal conference must present and explain this form to the appellant or protestor.

1. Within five business days, the appellant or protestor will outline the concern in writing and submit it to the Grantee contact listed in the IFB or RFP.
2. The written appeal or protest shall include the following information:
  - A. Name, address, and contact information of the appellant or protestor
  - B. Identification of the IFB or RFP being appealed/ protested, including identification number
  - C. Detailed statement of the grievance, including reference to the federal law or regulation that is being violated or Grantee procurement policy not followed
  - D. Specific relief requested
3. The Grantee will provide a summary of the written appeal/ protest to the appellant or protestor and OCA, within five working days of receipt of written protest or resolution of the written protest.

The appeal/protest process includes three levels of appeal: Informal Conference, State Review and Formal Hearing.

## **STATE REVIEW**

Should the appellant or protestor request a state review, OCA will review the appellant or protestor 's file and the informal conference report. The appeal/ protest request is considered made the day the request is received by OCA, per the received date stamp on the correspondence.

OCA will notify the Grantee that a request for state review has been filed. Grantee will provide OCA and appellant or protestor with a full copy of the bid file (updated to include the informal conference cover sheet and hearing report). This must be done within five business days of the request for state review.

The state reviewing officer will review the file to determine if the bid/ proposal process was in compliance, if the appellant or protestor was notified within the proper timeframe, if the appellant or protestor was properly notified of the right to appeal/protest, if the informal conference was properly conducted and if the informal conference determination was correct. The state review determination will be made, and a letter sent to the appellant or protestor and the Grantee within 15 business days of the request for state review.

A written decision will be provided to Grantee and the appellant or protestor once the review is completed.

## **FORMAL HEARING**

If the appealing party is not satisfied with the determination of the state review, the appealing party may request a formal hearing within 15 calendar days of the date of the state review letter by sending a written request to OCA. OCA will notify the Grantee that the request has been made by the appealing party.

Within ten working days of the receipt if the appealing party 's request for formal hearing, OCA will contact the appealing party via telephone or letter if necessary and the Grantee to set a date, time and location for the formal hearing. A follow-up letter will be sent to the appealing party ten days prior to the formal hearing requesting that the appealing party contact OCA to confirm the appointment. The informal hearing shall be held within 30 days of the appealing party 's request for the informal hearing.

A State Hearing Officer will conduct the formal hearing. The State Hearing Officer must ensure that the following procedures are followed;

- The formal hearing is tape recorded,
- The testimony of the formal hearing summarizes the actions of the case date, the appealing party 's reason for appeal, and the Grantee's Appeals Officer 's explanation of the determination that the Grantee made,
- The State Hearing Officer will explain that the purpose of the hearing is to determine if the policies were fairly applied to the appealing party 's case.
- Challenges to federal or state policy are not pertinent to the administrative hearing and will not be considered by the Appeals Review Board. Challenges to the underlying policy must be brought in court and the appealing party should be referred to legal assistance offices,

- The State Hearing Officer will limit presentations to relevant and material facts and policy; explain the purpose and procedure to be followed; the manner in which the determination will be rendered; develop the facts relevant to the issues; clearly identify the policy provision relied on; assist the appealing party in presenting their version of the case; enable the Grantee's Appeals Officer to present the case and policy supporting the action of the Grantee; permit cross-examination by the participants; respect the rights and dignity of all participants to the hearing; and summarize the points developed,
- The formal hearing information is transmitted to the Appeals Review Board, which will render a decision based upon the record. The appealing party is notified within ten working days of the formal hearing determination, the reasons for the determination and, if denied, of their right to seek review in court.
- The hearing will be held in a private room that is completely separated from any other Grantee business activities. The hearing is held in private to assure confidentiality for the appealing party. The State Hearing Officer shall ensure that the case is not discussed prior to the opening of the hearing.
- The hearing will be tape recorded and will follow the format of the formal hearing script. The State Hearing Officer will operate a tape recorder as well as provide all necessary tapes. The equipment will be tested prior to the hearing and the recorder started before any discussion takes place.
- To open the hearing, the State Hearing Officer will announce who, what, when, where and why of the hearing as well as note the names and job titles of all attendees.

The State Hearing Officer will then note their role in the hearing and will state the purpose of the hearing.

At this point, all persons who will be making a statement will be sworn in as witnesses. (If the appealing party has an attorney or representative, the attorney or representative will not be sworn in.)

Next, the appealing party and/or representative will be given the opportunity to present the appealing party's reasons for appeal. The appealing party may present new evidence. If written evidence, the State Hearing Officer will explain the contents of the document for all parties of the formal hearing. The State Hearing Officer or Grantee representative may question the appealing party and/or the appealing party's witnesses.

After the appealing party's case has been presented and witnesses have answered any questions, the Grantee's Appeals Officer, IHWAP Coordinator, and/or any Grantee witnesses who have personal knowledge of the case will be given the opportunity to present their position(s). The appealing party and/or appealing party's representative may question the Grantee's witnesses.

The State Hearing Officer may question any witnesses, when necessary, to fully develop the facts of the case.

Should any questions be asked challenging state or federal policy, the State Hearing Officer will reply, —The purpose of this hearing is to determine whether the policies were fairly applied to your case. If you wish to challenge the policies themselves, such a challenge is not appropriate to this administrative

hearing. A challenge to the policies must be brought in court. The State Hearing Officer will not answer questions when answers cannot be quoted from the IHWAP Procurement Manual.

To close the hearing, the State Hearing Officer will note that the State Appeals Review Board will review all documents and testimony and reach a determination that will be shared with all parties within ten calendar days of the formal hearing.

The State Hearing Officer will present the tape and case file to the State Appeals Review Board. The State Appeals Review Board is a three-person board consisting of;

- A State Hearing Officer
- Two of the following or their designee;
  - Deputy Director, Office of Community Assistance
  - Assistant Deputy Director, Office of Community Assistance
  - Manager, Office of Community Assistance
  - Assistant Manager, Office of Community Assistance
  - Manager, Support Services
  - Grants Management Supervisor

The State Appeals Review Board will make a decision based on the testimony and documents provided at the formal hearing. The decision will be final, and any further recourse will have to be appealed through court proceedings.

After a decision is made by the State Appeals Review Board, both the appealing party and the Grantee will be notified in writing by OCA within ten working days of the formal hearing. If the original procurement decision is upheld, a letter will be sent to the appealing party, with a copy to the Grantee. If the Grantee 's decision is overturned by the State Appeals Review Board, a letter explaining the decision will be sent to the appealing party and the Grantee explaining the error(s) made and the reason(s) for the determination rendered by the State Appeals Review Board. A copy of the notification letter will be placed in the procurement bid file.

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the concurrence of the DOE Office of General Counsel.

(h) A decision under paragraph (f) of this section shall be final for DOE if there is no review under paragraph (g) of this section. If there is review under paragraph (g) of this section, the decision thereunder shall be final for DOE, and no appeal shall lie elsewhere in DOE.

(i) Prior to the effective date of the termination of eligibility for further participation in the program because of failure to comply substantially with the requirements of the Act or of this part, a grantee shall have the right to written notice of the basis for the enforcement action and the opportunity for a public hearing notwithstanding any provisions to contrary of 10 CFR 600.26, 600.28(b), 600.29, 600.121(c), and 600.443. A notice under this paragraph shall be mailed by the Support Office Director by registered mail, return-receipt requested, to the State, local grantee, and other interested parties. To obtain a public hearing, the grantee must request an evidentiary hearing, with prior FEDERAL REGISTER notice, in the election letter submitted under Rule 2 of 10 CFR 1024.4 and the request shall be granted notwithstanding any provisions of Rule 2 to the contrary.

[55 FR 41326, Oct. 10, 1990, as amended at 58 FR 12529, Mar. 4, 1993]

### APPENDIX A TO PART 440—STANDARDS FOR WEATHERIZATION MATERIALS

The following Government standards are produced by the Consumer Product Safety Commission and are published in title 16, Code of Federal Regulations:

Thermal Insulating Materials for Building Elements Including Walls, Floors, Ceilings, Attics, and Roofs Insulation—organic fiber—conformance to Interim Safety Standard in 16 CFR part 1209;

Fire Safety Requirements for Thermal Insulating Materials According to Insulation Use—Attic Floor—insulation materials intended for use within enclosed stud or joist spaces shall be capable of meeting the same flammability requirements given for cellulose insulation in 16 CFR part 1209;

Enclosed spaces—insulation materials intended for use within enclosed stud or joist spaces shall be capable of meeting the smoldering combustion requirements in 16 CFR part 1209.

The following standards which are not otherwise set forth in part 440 are incorporated

by reference and made a part of part 440. The following standards have been approved for incorporation by reference by the Director of the Federal Register in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. These materials are incorporated as they exist on April 5, 1993 and a notice of any change in these materials will be published in the FEDERAL REGISTER. The standards incorporated by reference are available for inspection at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: [http://www.archives.gov/federal\\_register/code\\_of\\_federal\\_regulations/ibr\\_locations.html](http://www.archives.gov/federal_register/code_of_federal_regulations/ibr_locations.html).

The standards incorporated by reference in part 440 can be obtained from the following sources:

Air Conditioning and Refrigeration Institute, 1501 Wilson Blvd., Arlington, VA 22209; (703) 524-8800.

American Gas Association, 1515 Wilson Blvd., Arlington, VA 22209; (703) 841-8400.

American National Standards Institute, Inc., 1430 Broadway, New York, NY 10018; (212) 642-4900.

American Society of Mechanical Engineers, United Engineering Center, 345 East 47th Street, New York, NY 10017; (212) 705-7800.

American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103; (215) 299-5400.

American Architectural Manufacturers Association, 1540 East Dundee Road, Palatine, IL 60067; (708) 202-1350.

Federal Specifications, General Services Administration, Specifications Section, Room 6654, 7th and D Streets, SW, Washington, DC 20407; (202) 708-5082.

Gas Appliance Manufacturers Association, 1901 Moore St., Arlington, VA 22209; (703) 525-9565.

National Electrical Manufacturers Association, 2101 L Street, NW, Suite 300, Washington, DC 20037; (202) 457-8400.

National Fire Protection Association, Batterymarch Park, P.O. Box 9101, Quincy, MA 02269; (617) 770-3000.

National Standards Association, 1200 Quince Orchard Blvd., Gaithersburg, MD 20878; (301) 590-2300. (NSA is a local contact for materials from ASTM).

National Wood Window and Door Association, 1400 East Touhy Avenue, Des Plaines, IL 60018; (708) 299-5200.

Sheet Metal and Air Conditioning Contractors Association, P.O. Box 221230, Chantilly, VA 22022-1230; (703) 803-2980.

Steel Door Institute, 712 Lakewood Center North, 14600 Detroit Avenue, Cleveland, OH 44107; (216) 899-0100.

Steel Window Institute, 1230 Keith Building, Cleveland, OH 44115; (216) 241-7333.

Tubular Exchanger Manufacturers Association, 25 North Broadway, Tarrytown, NY 10591; (914) 332-0040.

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Underwriters Laboratories, Inc., P.O. Box 75530, Chicago, IL 60675-5330; (708) 272-8800.

More information regarding the standards in this reference can be obtained from the following sources:

Environmental Protection Agency, 401 M Street, NW, Washington, DC 20006; (202) 554-1080.

National Institute of Standards and Technology, U.S. Department of Commerce, Gaithersburg, MD 20899, (301) 975-2000

Weatherization Assistance Programs Division, Conservation and Renewable Energy, Mail Stop 5G-023, Forrestal Bldg, 1000 Independence Ave, SW, Washington, DC 20585; (202) 586-2207.

**THERMAL INSULATING MATERIALS FOR BUILDING ELEMENTS INCLUDING WALLS, FLOORS, CEILINGS, ATTICS, AND ROOFS**  
[Standards for conformance]

Insulation—mineral fiber:	
Blanket insulation .....	ASTM <sup>1</sup> C865-88.
Roof insulation board .....	ASTM C726-88.
Loose-fill insulation .....	ASTM C764-88.
Insulation—mineral cellular:	
Vermiculite loose-fill insulation .....	ASTM C516-80 (1990).
Perlite loose-fill insulation .....	ASTM C549-81 (1986).
Cellular glass insulation block .....	ASTM C552-88.
Perlite insulation board .....	ASTM C728-89a.
Insulation—organic fiber:	
Cellulosic fiber insulating board .....	ASTM C208-72 (1982).
Cellulose loose-fill insulation .....	ASTM C739-88.
Insulation—organic cellular:	
Preformed block-type polystyrene insulation .....	ASTM C578-87a.
Rigid preformed polyurethane insulation board .....	ASTM C591-85.
Polyurethane or polyisocyanurate insulation board faced with aluminum foil on both sides .....	FS <sup>2</sup> HH-I-1972/1 (1981).
Polyurethane or polyisocyanurate insulation board faced with felt on both sides .....	FS HH-I-1972/2 (1981). And Amendment 1, October 3, 1985.
Insulation—composite boards:	
Mineral fiber and rigid cellular polyurethane composite roof insulation board .....	ASTM C726-88.
Perlite board and rigid cellular polyurethane composite roof insulation .....	ASTM C984-83.
Gypsum board and polyurethane or polyisocyanurate composite board .....	FS HH-I-1972/4 (1981).
Materials used as a patch to reduce infiltration through the building envelope .....	Commercially available.

<sup>1</sup> ASTM indicates American Society for Testing and Materials.

<sup>2</sup> FS indicates Federal Specifications.

**THERMAL INSULATING MATERIALS FOR PIPES, DUCTS, AND EQUIPMENT SUCH AS BOILERS AND FURNACES**

[Standards for conformance]

Insulation—mineral fiber:	
Preformed pipe insulation .....	ASTM <sup>1</sup> C547-77.
Blanket and felt insulation (industrial type) .....	ASTM C553-70 (1977).
Blanket insulation and blanket type pipe insulation (metal-mesh covered) (industrial type) .....	ASTM C592-80.
Block and board insulation .....	ASTM C612-83.
Spray applied fibrous insulation for elevated temperature .....	ASTM C720-89.
High-temperature fiber blanket insulation .....	ASTM C892-89.
Duct work insulation .....	Selected and applied according to ASTM C971-82.
Insulation—mineral cellular:	
Diatomaceous earth block and pipe insulation .....	ASTM C517-71 (1979)
Calcium silicate block and pipe insulation .....	ASTM C533-85 (1990).
Cellular glass insulation .....	ASTM C552-88.
Expanded perlite block and pipe insulation .....	ASTM C610-85.
Insulation—Organic Cellular:	
Preformed flexible elastomeric cellular insulation in sheet and tubular form .....	ASTM C534-88.
Unfaced preformed rigid cellular polyurethane insulation .....	ASTM C591-85.
Insulation skirting .....	Commercially available.

<sup>1</sup> ASTM indicates American Society for Testing and Materials.

**FIRE SAFETY REQUIREMENTS FOR INSULATING MATERIALS ACCORDING TO INSULATION USE**

[Standards for conformance]

Attic floor .....	Insulation materials intended for exposed use in attic floors shall be capable of meeting the same smoldering combustion requirements given for cellulose insulation in ASTM <sup>1</sup> C739-88.
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FIRE SAFETY REQUIREMENTS FOR INSULATING MATERIALS ACCORDING TO INSULATION USE—  
Continued

[Standards for conformance]

Enclosed space .....	Insulation materials intended for use within enclosed stud or joist spaces shall be capable of meeting the smoldering combustion requirements in ASTM C739-88.
Exposed interior walls and ceilings.	Insulation materials, including those with combustible facings, which remain exposed and serve as wall or ceiling interior finish, shall have a flame spread classification not to exceed 150 (per ASTM E84-89a).
Exterior envelope walls and roofs.	Exterior envelope walls and roofs containing thermal insulations shall meet applicable local government building code requirements for the complete wall or roof assembly.
Pipes, ducts, and equipment ....	Insulation materials intended for use on pipes, ducts and equipment shall be capable of meeting a flame spread classification not to exceed 150 (per ASTM E84-89a).

<sup>1</sup> ASTM indicates American Society for Testing and Materials.

STORM WINDOWS

[Standards for conformance]

Storm windows:	
Aluminum insulating storm windows .....	ANSI/AAMA <sup>1</sup> 1002.10-83.
Aluminum frame storm windows .....	ANSI/AAMA 1002.10-83.
Wood frame storm windows .....	ANSI/NWWDA <sup>2</sup> I.S. 2-87, (Section 3)
Rigid vinyl frame storm windows .....	ASTM <sup>3</sup> D4099-89.
Frameless plastic glazing storm .....	Required minimum thickness windows is 6 mil (.006 inches).
Movable insulation systems for windows .....	Commercially available.

<sup>1</sup> ANSI/AAMA indicates American National Standards Institute/American Architectural Manufacturers Association.

<sup>2</sup> ANSI/NWWDA indicates American National Standards Institute/National Wood Window & Door Association.

<sup>3</sup> ASTM indicates American Society for Testing and Materials.

STORM DOORS

[Standards for conformance]

Storm doors—Aluminum:	
Storm Doors .....	ANSI/AAMA <sup>1</sup> 1102.7-89.
Sliding glass storm doors .....	ANSI/AAMA 1002.10-83.
Wood storm doors .....	ANSI/NWWDA <sup>2</sup> I.S. 6-86.
Rigid vinyl storm doors .....	ASTM <sup>3</sup> D3678-88.
Vestibules:	
Materials to construct vestibules .....	Commercially available.
Replacement windows:	
Aluminum frame windows .....	ANSI/AAMA 101-88.
Steel frame windows .....	Steel Window Institute recommended specifications for steel windows, 1990.
Wood frame windows .....	ANSI/NWWDA I.S. 2-87.
Rigid vinyl frame windows .....	ASTM D4099-89.

<sup>1</sup> ANSI/AAMA indicates American National Standards Institute/American Architectural Manufacturers Association.

<sup>2</sup> ANSI/NWWDA indicates American National Standards Institute/National Wood Window & Door Association.

<sup>3</sup> ASTM indicates American Society for Testing and Materials.

REPLACEMENT DOORS

[Standards for conformance]

Replacement doors—Hinged doors:	
Steel doors .....	ANSI/SDI <sup>1</sup> 100-1985.
Wood doors:	
Flush doors .....	ANSI/NWWDA <sup>2</sup> I.S. 1-87, (exterior door provisions)
Pine, fir, hemlock and spruce doors .....	ANSI/NWWDA I.S. 6-86.
Sliding patio doors:	
Aluminum doors .....	ANSI/AAMA <sup>3</sup> 101-88.
Wood doors .....	NWWDA I.S. 3-83.

<sup>1</sup> ANSI/SDI indicates American National Standards Institute/Steel Door Institute.

<sup>2</sup> ANSI/NWWDA indicates American National Standards Institute/National Wood Window & Door Association.

<sup>3</sup> ANSI/AAMA indicates American National Standards Institute/American Architectural Manufacturers Association.

CAULKS AND SEALANTS:

[Standards for conformance]

Caulks and sealants:	
Putty .....	FS <sup>1</sup> TT-P-00791B, October 16, 1969 and Amendment 2, March 23, 1971.
Glazing compounds for metal sash .....	ASTM <sup>2</sup> C669-75 (1989).
Oil and resin base caulks .....	ASTM C570-72 (1989).
Acrylic (solvent types) sealants .....	FS TT-S-00230C, February 2, 1970 and Amendment 2, October 9, 1970.



## CAULKS AND SEALANTS:—Continued

[Standards for conformance]

Butyl rubber sealants .....	FS TT-S-001657, October 8, 1970.
Chlorosulfonated polyethylene sealants .....	FS TT-S-00230C, February 2, 1970 and Amendment 2, October 9, 1970.
Latex sealing compounds .....	ASTM C834-76 (1986).
Elastomeric joint sealants (normally considered to include polysulfide, polyurethane, and silicone).	ASTM C920-87.
Preformed gaskets and sealing materials ..	ASTM C509-84.

<sup>1</sup> FS indicates Federal Specifications.<sup>2</sup> ASTM indicates American Society for Testing and Materials.

## WEATHERSTRIPPING

[Standards for conformance]

Weatherstripping .....	Commercially available.
Vapor retarders .....	Selected according to the provisions cited in ASTM <sup>1</sup> C755-85 (1990). Permeance not greater than 1 perm when determined according to the desiccant method described in ASTM E96-90.
Items to improve attic ventilation .....	Commercially available.
Clock thermostats .....	NEMA <sup>2</sup> DC 3-1989.

<sup>1</sup> ASTM indicates American Society for Testing and Materials.<sup>2</sup> NEMA indicates National Electrical Manufacturers Association.

## HEAT EXCHANGERS

[Standards for conformance]

Heat exchangers, water-to-water and steam-to-water ..	ASME <sup>1</sup> Boiler and Pressure Vessel Code, 1992, Sections II, V, VIII, IX, and X, as applicable to pressure vessels. Standards of Tubular Exchanger Manufacturers Association, Seventh Edition, 1988.
Heat exchangers with gas-fired appliances <sup>2</sup> .	Conformance to AGA <sup>3</sup> Requirements for Heat Reclaimer Devices for Use with Gas-Fired Appliances No. 1-80, June 1, 1980. AGA Laboratories Certification Seal.
Heat pump water heating heat recovery systems.	Electrical components to be listed by UL. <sup>4</sup>

<sup>1</sup> ASME indicates American Society of Mechanical Engineers.<sup>2</sup> The heat reclaimer is for installation in a section of the vent connector from appliances equipped with draft hoods or appliances equipped with powered burners or induced draft and not equipped with a draft hood.<sup>3</sup> AGA indicates American Gas Association.<sup>4</sup> UL indicates Underwriters Laboratories.

## BOILER/FURNACE CONTROL SYSTEMS

[Standards for conformance]

Automatic set back thermostats .....	Listed by UL. <sup>1</sup> Conformance to NEMA <sup>2</sup> DC 3-1989.
Line voltage or low voltage room thermostats .....	NEMA DC 3-1989.
Automatic gas ignition systems .....	ANSI <sup>3</sup> Z21.21-1987 and Z21.21a-1989. AGA <sup>4</sup> Laboratories Certification Seal.
Energy management systems .....	Listed by UL.
Hydronic boiler controls .....	Listed by UL.
Other burner controls .....	Listed by UL.

<sup>1</sup> UL indicates Underwriters Laboratories.<sup>2</sup> NEMA indicates National Electrical Manufacturers Association.<sup>3</sup> ANSI indicates American National Standards Institute.<sup>4</sup> AGA indicates American Gas Association.

## WATER HEATER MODIFICATIONS

[Standards for conformance]

Insulate tank and distribution piping .....	(See insulation section of this appendix).
Install heat traps on inlet and outlet piping .....	Applicable local plumbing code.
Install/replace water heater heating elements ...	Listed by UL. <sup>1</sup>
Electric, freeze-prevention tape for pipes .....	Listed by UL.
Reduce thermostat settings .....	State or local recommendations.
Install stack damper, gas-fueled .....	ANSI <sup>2</sup> Z21.66-1988, including Exhibits A&B, and ANSI Z223.1-1988.
Install stack damper, oil-fueled .....	UL 17, November 28, 1988, and NFPA <sup>3</sup> 31-1987.
Install water flow modifiers .....	Commercially available.

<sup>1</sup> UL indicates Underwriters Laboratories.<sup>2</sup> ANSI indicates American National Standards Institute.<sup>3</sup> NFPA indicates National Fire Prevention Association.

## WASTE HEAT RECOVERY DEVICES

[Standards for conformance]

Desuperheater/water heaters .....	ARI <sup>1</sup> 470-1987.
Condensing heat exchangers .....	Commercially available components and in new heating furnace systems to manufacturers' specifications.
Condensing heat exchangers .....	Commercially available (Commercial, multi-story building, with teflon-lined tubes institutional) to manufacturers' specifications.
Energy recovery equipment .....	Energy Recovery Equipment and Systems Air-to-Air (1978) Sheet Metal and Air-Conditioning Contractors National Association (SMACNA). <sup>2</sup>

<sup>1</sup> ARI indicates Air Conditioning and Refrigeration Institute.<sup>2</sup> SMACNA denotes Sheet Metal and Air Conditioning Contractors' National Association.

## BOILER REPAIR AND MODIFICATIONS/EFFICIENCY IMPROVEMENTS

[Standards for conformance]

Install gas conversion burners .....	ANSI <sup>1</sup> Z21.8-1984, (for gas or oil-fired systems) ANSI Z21.17-1984, ANSI Z21.17a-1990, and ANSI Z223.1-1988, AGA <sup>2</sup> Laboratories Certification seal.
Replace oil burner	UL <sup>3</sup> 296, February 28, 1989 Revision and NFPA <sup>4</sup> 31-1987.
Install burners (oil/gas)	ANSI Z223.1-1988 for gas equipment and NFPA 31-1987 for oil equipment.
Re-adjust boiler water temperature or install automatic boiler temperature reset control.	ASME <sup>5</sup> CSD-1-1988, ASME CSD-1a-1989, ANSI Z223.1-1988, and NFPA 31-1987.
Replace/modify boilers	ASME Boiler and Pressure Vessel Code, 1992, Sections II, IV, V, VI, VIII, IX, and X. Boilers must be Institute of Boilers and Radiation Manufacturers (IBR) equipment.
Clean heat exchanger, adjust burner air shutter(s), check smoke no. on oil-fueled equipment. Check operation of pump(s) and replacement filters.	Per manufacturers' instructions.
Repair combustion chambers .....	Refractory linings may be required for conversions.
Replace heat exchangers, tubes .....	Protection from flame contact with conversion burners by refractory shield.
Install/replace thermostatic radiator valves .....	Commercially available. One pipe steam systems require air vents on each radiator; see manufacturers' requirements.
Install boiler duty cycle control system .....	Commercially available. NFPA 70, National Electrical Code (NEC) 1993 and local electrical codes provisions for wiring.

<sup>1</sup> ANSI indicates American National Standards Institute.<sup>2</sup> AGA indicates American Gas Association.<sup>3</sup> UL indicates Underwriters Laboratories.<sup>4</sup> NFPA indicates National Fire Prevention Association.<sup>5</sup> ANSI/ASME indicates American National Standards Institute/American Society of Mechanical Engineers.

## HEATING AND COOLING SYSTEM REPAIRS AND TUNE-UPS/EFFICIENCY IMPROVEMENTS

[Standards for conformance]

Install duct insulation .....	FS <sup>1</sup> HH-558C, January 7, 1992 (see insulation sections of this appendix).
Reduce input of burner; derate gas-fueled equipment .....	Local utility company and procedures if applicable for gas-fueled furnaces and ANSI <sup>2</sup> Z223.1-1988 (NFPA <sup>3</sup> 54-1988) including Appendix H.
Repair/replace oil-fired equipment .....	NFPA 31-1987.
Replace combustion chamber in oil-fired furnaces or boilers .....	NFPA 31-1987.
Clean heat exchanger and adjust burner: adjust air shutter and check CO <sub>2</sub> and stack temperature. Clean or replace air filter on forced air furnace.	ANSI Z223.1-1988 (NFPA 54-1988) including Appendix H.
Install vent dampers for gas-fueled heating systems .....	Applicable sections of ANSI Z223.1-1988 (NFPA 54-1988) including Appendices H, I, J, and K. ANSI Z21.66-1988 and Exhibits A & B for electrically operated dampers.
Install vent dampers for oil-fueled heating systems .....	Applicable sections of NFPA 31-1987 for installation and in conformance with UL <sup>4</sup> 17, November 28, 1988.
Reduce excess combustion air:	
A: Reduce vent connector size of gas-fueled appliances ...	ANSI Z223.1-1988 (NFPA 54-1988) Part 9 and Appendices G & H.
B: Adjust barometric draft regulator for oil fuels .....	NFPA 31-1987 and per manufacturers' (furnace or boiler) instructions.
Replace constant burning pilot with electric ignition device on gas-fueled furnaces or boilers.	ANSI Z21.71-1981, Z21.71a-1985, and Z21.71b-1989.
Readjust fan switch on forced air gas or oil-fueled furnaces .....	Applicable sections and Appendix H of ANSI Z223.1-1988 (NFPA 54-1988) for gas furnaces and NFPA 31-1987 for oil furnaces.
Replace burners .....	See power burners (oil/gas).
Install/replace duct furnaces (gas) .....	ANSI Z223.1-1988 (NFPA 54-1988).
Install/replace heat pumps .....	Listed by UL.

**HEATING AND COOLING SYSTEM REPAIRS AND TUNE-UPS/EFFICIENCY IMPROVEMENTS—Continued**  
[Standards for conformance]

Replace air diffusers, intakes, registers, and grilles .....	Commercially available.
Install/replace warm air heating metal ducts .....	Commercially available.
Filter alarm units .....	Commercially available.

<sup>1</sup> FS indicates Federal Specifications.<sup>2</sup> ANSI indicates American National Standards Institute.<sup>3</sup> NFPA indicates National Fire Prevention Association.<sup>4</sup> UL indicates Underwriters Laboratories.

**REPLACEMENT FURNACES, BOILERS, AND WOOD STOVES**  
[Standards for conformance]

Chimneys, fireplaces, vents and solid fuel burning appliances ..	NFPA <sup>1</sup> 211–1988.
Gas-fired furnaces .....	ANSI <sup>2</sup> Z21.47–1987, Z21.47a–1988, and Z21.47b–1989.
	ANSI Z223.1–1988 (NFPA 54–1988).
Oil-fired furnaces .....	UL <sup>3</sup> 727, August 27, 1991 Revision and NFPA 31–1987.
Liquidified petroleum gas storage .....	NFPA 58–1989.
Ventilation fans:	
Including electric attic, ceiling, and whole house fans .....	UL 507, August 23, 1990 Revision.

<sup>1</sup> NFPA indicates National Fire Prevention Association.<sup>2</sup> ANSI indicates American National Standards Institute.<sup>3</sup> UL indicates Underwriters Laboratories.

**AIR CONDITIONERS AND COOLING EQUIPMENT**  
[Standards for conformance]

Air conditioners:	
Central air conditioners .....	ARI <sup>1</sup> 210/240–1989.
Room size units .....	ANSI/AHAM <sup>2</sup> RAC–1–1982.
Other cooling equipment:	
Including evaporative coolers, heat pumps and other equipment .....	UL <sup>3</sup> 1995, November 30, 1990. <sup>4</sup>

<sup>1</sup> ARI indicates Air Conditioning and Refrigeration Institute.<sup>2</sup> AHAM/ANSI indicates American Home Appliance Manufacturers/American National Standards Institute.<sup>3</sup> UL indicates Underwriters Laboratories.<sup>4</sup> This standard is a general standard covering many different types of heating and cooling equipment.

**SCREENS, WINDOW FILMS, AND REFLECTIVE MATERIALS**  
[Standards for conformance]

Insect screens .....	Commercially available.
Window films .....	Commercially available.
Shade screens:	
Fiberglass shade screens .....	Commercially available.
Polyester shade screens .....	Commercially available.
Rigid awnings:	
Wood rigid awnings .....	Commercially available.
Metal rigid awnings .....	Commercially available.
Louver systems:	
Wood louver systems .....	Commercially available.
Metal louver systems .....	Commercially available.
Industrial-grade white paint used as a heat-reflective measure on awnings, window louvers, doors, and exterior duct work (exposed).	Commercially available.

[58 FR 12529, Mar. 4, 1993, as amended at 69 FR 18803, Apr. 9, 2004]

**PART 445 [RESERVED]****PART 451—RENEWABLE ENERGY  
PRODUCTION INCENTIVES**

## Sec.

451.1 Purpose and scope.

451.2 Definitions.

451.3 Who may apply.

451.4 What is a qualified renewable energy facility.

451.5 Where and when to apply.

451.6 Duration of incentive payments.

451.7 Metering requirements.

451.8 Application content requirements.

451.9 Procedures for processing applications.

451.10 Administrative appeals.

AUTHORITY: 42 U.S.C. 7101, *et seq.*; 42 U.S.C. 13317.



## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **APPLIANCES – PRODUCT SPECIFICATION SHEETS**

Documents/Spec Sheet must be submitted for EACH appliance line item that includes the following information:

- **Refrigerators & Freezers**

Brand, Model, Capacity, Dimensions, **Energy Star Rating**, kWh usage, Product Specifications, and Warranty info

- **Gas Range/Oven**

Brand, Model, Capacity, Dimensions, Product Specifications, and Warranty info



## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **APPLIANCE - AGREEMENT TO WORK FOR MARKET ANALYSIS PRICES**

I, \_\_\_\_\_ (Contractor) agree to work for the prices that have been agreed upon by the City of Rockford Community Services Weatherization Program and current contractors. I have been given a catalog of the prices (Market Analysis PY26 APP Spreadsheet) and submitted all of the required documentation.

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Name of Company (please print)

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Signature

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Date



## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

**RELEASE OF INFORMATION  
(regarding project experience)**

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

I hereby authorize release of information regarding my financial and technical resources to the City of Rockford Health & Human Services for the purpose of determining my eligibility as a supplier for the 2026 Illinois Home Weatherization Program Grant. A photo-static copy of this document shall suffice as proper authorization for the release of the above information.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program

### APPLIANCE - STATEMENT OF VENDOR'S QUALIFICATIONS

All applicable questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate, attached sheets. The Vendor may submit any additional information desired. **All Vendors must fill out application in its entirety or it will NOT be accepted.** If not applicable, write N/A.

1. Company Name: \_\_\_\_\_
2. Address: \_\_\_\_\_  
\_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_
3. Principal Employees of Firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. When organized? \_\_\_\_\_
5. If a corporation, where incorporated? \_\_\_\_\_
6. How many years has your company been engaged in the contracting business under the present firm or trade name? \_\_\_\_\_
7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) If no contracts are on hand, please indicate below.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Type of work generally performed by the company: \_\_\_\_\_
9. Has your company ever failed to complete any work awarded? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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11. List your major equipment available for this contract:

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12. List experience in construction work or HVAC work similar in importance to this project:

**PLEASE NOTE: Questions 13-15 are required for mechanical vendors only:**

13. Is your firm able to provide work on heating systems whose fuel source is (check all that apply): ☐ natural gas ☐ propane ☐ oil ☐ coal ☐ wood

14. Is your firm able to provide work on the following types (check all that apply):

☐ Forced Air ☐ Forced Water ☐ Steam Boiler ☐ Gravity Furnace  
☐ Conversion ☐ Wall Furnace ☐ Space Heater ☐ Gravity Water (Boiler)  
☐ Central Air Conditioning ☐ Water Heater

15. Please indicate any licenses you or your employees hold with the city, state, village, or county where the license is current: \_\_\_\_\_

**PLEASE NOTE: Vendors that have successfully completed contracts for the Illinois Home Weatherization Assistance Program with the City of Rockford for the 2025 program year need not complete number 16 and 17 below:**

16. Financial Reference: (Must list two) Reference name, address, and phone number:

17. Work Reference: (Must list two) Reference name, address, and phone number:

18. Will your company, upon request, fill out a detailed financial statement and furnish any other information that may be required? YES NO

19. FEIN # \_\_\_\_\_

20. The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested in verification of the recitals comprising this Statement of Vendor's Qualifications.

By: \_\_\_\_\_ Date: \_\_\_\_\_





## CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program

### APPLIANCE - PROPOSED SUBCONTRACTORS

Name and Address of Contractor

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**Contractor must at minimum, identify who will perform the following, even if it is the contractor himself.**

TYPE OF WORK

Subcontractors NAME/ADDRESS/PHONE

Appliances

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Other

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**I understand that I am financially responsible for any unacceptable work or damage caused by my subcontractor when/if the subcontractor is not insured.**

Signature

Date



## CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program

### BONDING

**Acceptable forms of Bonding:** If the LAA is going to protect the Weatherization workflow and overall process, then some type of assurance is needed. This can be done by withholding a portion of the overall payment, until everything is deemed to be correct, or through bonding. If bonding is required or desired by the LAA, some acceptable forms of protection are:

Insurance bond  
Certificate of Deposit  
Irrevocable Letter of Credit  
Cashier's Check

The contractor has read and understands the above statement.

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Name of Company (please print)

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Signature

---

Date



## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **STATE OF ILLINOIS WEATHERIZATION TRAINING**

Contractor understands he/she must attend any mandated State of Illinois Weatherization training that may be arising during their contract with the City of Rockford. Failure to do so may result in the cancelling of their contract until proof of attendance has been submitted.

The Contractor has read and understands the Weatherization training statement stated above.

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Name of Company (please print)

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Signature

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Date



## CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program

### SAFETY DATA SHEETS

All vendors must turn in Safety Data Sheets (SDS) in the printed format of their choice. Each form should include the following **MINIMUM** information:

1. Name and/or product number
2. Name and Address of Manufacturer
3. Description of hazardous material contained in the product
4. Effects of the Hazardous material
5. Telephone number of manufacturer where additional information can be obtained

SDS are required for any material containing potentially hazardous substances.

All labor vendors must provide SDS to their work crew employees and to the local agency. Upon contract award, labor vendors must also assure the local agency, in writing, that their work crew employees have received the SDS.

The contractor has read and understands the SDS as stated above.

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Name of Company (please print)

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Signature

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Date



## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **CERTIFICATION REGARDING WEATHERIZATION MATERIALS**

I, the undersigned, certify that:

1. All Weatherization materials supplied (for the duration of this contract) meet all federal standards as specified in Appendix A of 10 CFR 440, and all agency standards or specifications.
2. I understand that supplying materials that DO NOT meet federal standards, constitutes a criminal offense.
3. I have received a copy of Appendix A of 10 CFR and the agency specification list and understand that materials found to be in violation of said Appendix A of 10 CFR 440 by the agency will result in immediate cancellation of my contract. All costs relating to the removal and replacement of any installed inferior materials will be the sole responsibility of the Supplier and reimbursable to the agency.
4. I agree to submit Safety Data Sheets (SDS) for materials with hazardous content. **These must be submitted with bid package.**

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Any supplier who fails to file this certification with the agency will not be awarded contract.

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Contractor's signature

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Date



## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

I/We (please print) \_\_\_\_\_ certify, to the best of my knowledge and belief, that I am not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, state, local municipality, or agency.

Have not, within a three-year period preceding this, been convicted of or had a civil judgment rendered against me for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving property.

Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses.

Have not, within a three-year period preceding this application/proposal, had one or more public transactions (federal, state, local) terminated for cause or default.

---

Name of Company (please print)

---

Signature

---

Date



## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **ETHICS STATEMENT**

**City of Rockford** Weatherization funds will not be utilized to purchase goods and/or services for contractors and/or their families even if reimbursement is to be received for such goods and/or services.

Goods and services purchased with **City of Rockford** Weatherization funds are to be used solely for the benefit of the agency and its programs. The use of agency goods and services for personal use by contractors is NOT allowed under any circumstances.

Contractors are required to have, on file, a written code of standard of conduct for employees. This set of written procedures should be available for review by City of Rockford staff upon request.

The contractor has read and understands the above Ethics Statement.

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Name of Company (please print)

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Signature

---

Date



## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **WAIVER OF LIEN**

I hereby agree to waive **any and all** liens, claims, or rights of lien against the City of Rockford or property on account of the Weatherization Program.

The Contractor has read and understands the above Waiver of Lien statement.

---

Name of Company (please print)

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Signature

---

Date





## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **PROCUREMENT APPEALS**

There are three (3) levels of appeal: the informal conference, the state review, and the formal hearing.

1. The informal conference:  
Will be conducted by the agency at the written request of the bidder. The informal conference will be held within 5 calendar days from the request.
2. State Review:  
At the time of the informal conference, the appellant will be given a "Request for State Review" to complete and be sent by the Agency to the Office of Community Assistance within 15 calendar days of the date of the informal conference.
3. Formal Hearing:  
If the appealing party is not satisfied with the determination of the state review, the appealing party may request a formal hearing within 15 calendar days of the date of the state review letter by sending a written request to OCA.

**The full Appeal Policy is attached for you records.**

The appeal officer is **Anne Wilkerson**, Central Services Manager, at [Anne.Wilkerson@rockfordil.gov](mailto:Anne.Wilkerson@rockfordil.gov)

I attest that I have received the Appeal Process following this document.

---

Signature

Date



## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **PAYMENT PROCESS**

The contractor will turn their invoice into the Agency. At which time they are given to a Weatherization Inspector to perform a final inspection to verify the contractor has completed the work to IHWAP Standards. The City of Rockford follows the Illinois Prompt Payment Act.

If the job fails the final inspection the contractor will be notified via Call Back to make the necessary corrections to be in compliance with the IHWAP Standards. The invoice will not be processed until the proper documents have been received and the job has passed final inspection. No partial payments will be issued. Substitutions and/or work order changes must have prior approval by the Weatherization Assessor. No substitutions or work order changes will be allowed at the time of invoicing. It will be at the contractor's expense if any additional work was completed that was not specified on the work order without prior approval.

The contractor has read and understands the Payment Process stated above.

---

Name of Company (please print)

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Signature

---

Date



## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **INVOICING REQUIREMENTS/PROCEDURE**

Final Invoices reflecting approved work are required for processing payments to vendors. Failure to provide sufficient detail as well as other errors or omissions on invoices could result in delays in payment processing. All invoices submitted for Weatherization work shall include itemized descriptions of all labor costs and material costs and the following:

1. Client's name and address
2. Complete job number
3. CPO # assigned to contractor
4. Billed to: City of Rockford Weatherization  
425 E. State St.  
Rockford, IL 61104
5. Contractor invoice number
6. ALL dates work performed on job
7. The Weatherization contractor is to submit an invoice summarizing, by category, by labor and material, the cost of each measure applied to the home.
  - a. All line items on work order should have a corresponding line item on the contractor's invoice.
  - b. The invoice must follow the work order with the total material cost and labor cost totaled up, along with the total cost of the job.
6. The invoice will not be processed for payment until the job passes final inspection.
7. Any accompanying documentation necessary at time of invoice will be sent out to contractor prior to first work order being issued.

The contractor has read and understands the Invoicing Requirements and Procedure stated above.

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Name of Company (please print)

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Signature

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Date



## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **CONTRACTOR ASSURANCE AND GUARANTEE OF WORK**

The contractor must complete an Assurance and Guarantee of Work form that covers their workmanship and parts for one-year warranty starting on the approved final inspection date. This guarantee does not supersede any manufacturer warranty. The form must be signed by the contractor and the **original given to the Agency** with the invoice.

The contractor has read and understands the Assurance and Guarantee stated above.

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Name of Company (please print)

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Signature

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Date



## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **CHANGE ORDER PROCESS**

The contractor is required to request any changes to the individual job in the IWX System. Contractor shall send **notification via email, text, or phone call** to the assigned Assessor and Coordinator that a change request has been submitted in the system. Requests must be approved before the contractor can implement the changes requested.

The Contractor has read and understands the Change Order Process stated above.

---

Name of Company (please print)

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Signature

---

Date



## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **SMALL, FEMALE, OR MINORITY OWNED BUSINESSES**

Small businesses, minority owned businesses and women's business enterprises will be given preference whenever possible. Information will be made available to these firms to encourage their participation in the City of Rockford's Weatherization contracts. When contracting for goods and services, preference will be given to contractors who sub-contract with small businesses, minority-owned businesses and women's enterprises.

An up to date list of the City's Certified MWBE's can be found at [www.rockfordil.gov/purchasing](http://www.rockfordil.gov/purchasing)

The contractor has read and understands the above statement.

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Name of Company (please print)

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Signature

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Date



## **CITY OF ROCKFORD HEALTH & HUMAN SERVICES PY2026 Weatherization Program**

### **COMPLETION SCHEDULE WARRANTY**

No work is to be started until the NOTICE OF PROCEED is signed by the Director (this is your approval). You will be notified by the City of Rockford by e-mail. (You are liable if your e-mail is not working properly and it is your responsibility to contact our office immediately if other temporary accommodations are needed.) Contractor hereby acknowledges that they have **5** days to sign and return the NTP back and all work must be completed **30** **days** from the date the NTP was signed by the contractor.

To the Contractor:

The City of Rockford warrants all work contracted and further acknowledges failure to perform will constitute a default on the Terms of the Contract that may result in a penalty of \$25.00 per day for every day beyond the designated date.

Failure of use of proper materials and poor workmanship may result in a warning. Furthermore, three (3) penalties and/or warnings may result in contract termination. A contract termination will result in disbarment and bar your company from bidding for the City of Rockford for a minimum period of (3) years.

The Contractor has read and understands the Completion Schedule Warranty stated above.

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Name of Company (please print)

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Signature

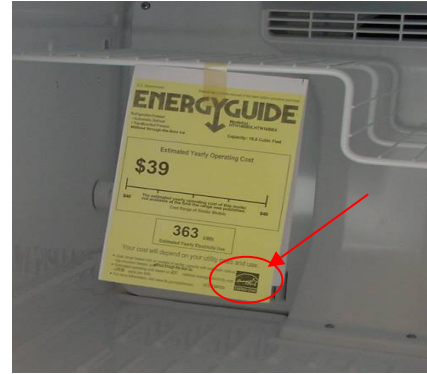
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Date

## 2202 Replacement Refrigerators and Freezers<sup>68</sup>

Replacement refrigerators and freezers shall be ENERGY STAR rated (Figure 2202-1). At a minimum, replacement models must meet Federal National Appliance Energy Conservation Act (NAECA) ratings. All replacement refrigerators must meet the UL-250 standard. Only refrigerators located within the thermal boundary of the home are eligible for replacement.

All new replacement refrigerators and freezers must have a fifteen year expected life. The warranty on all replacement refrigerators and freezers must meet or exceed a one year full warranty on parts and labor.



**Figure 2202-1: Replacement refrigerators and freezers must be ENERGY STAR rated**

Replacement refrigerators should have the following features:

- Freezer on top
- Auto defrost
- Standard shelving
- No ice maker
- No water dispenser
- Reversible doors
- Easy-roll wheels
- Up-front controls

Replacement freezers must be ENERGY STAR rated. Replacement freezers should be no larger than the replacement unit. If possible, chest style freezers should be installed as they are more energy efficient than upright freezers.

The contractor shall:<sup>69</sup>

- deliver and install the new refrigerator or freezer,
- level the unit to ensure proper operation,
- ensure that door hinges are on the appropriate side,
- instruct the customer on refrigerator or freezer operation,
- deliver warranties and operating manuals to the customer,
- set temperature controls appropriately,
- remove all packing materials from the client's home,
- remove the old refrigerator or freezer from the client's home, and
- properly dispose of all replaced refrigerators and freezers.

## 22021 Disposal<sup>70</sup>

All refrigerators and freezers that are replaced must be removed from clients' homes upon delivery of the replacement units and properly disposed of in accordance with The Clean Air

<sup>68</sup> SWS 7.0101.1, "Refrigerator and Freezer Replacement"

<sup>69</sup> From "Incorporating Refrigerator Replacement into the Weatherization Assistance Program", USDOE, 2001

<sup>70</sup> SWS 7.0101.1e, "Disposal"



Act, USC Title 42, Section 7671g. This Act makes it unlawful for any person to dispose of refrigerants in a manner in which they will be allowed to enter the environment.

All refrigerators and freezers removed from clients' homes must be taken to a recycling facility. Contractors must obtain a certificate or receipt indicating the appliance has been accepted by the recycling facility. A copy of the certificate or receipt indicating the appliance has been accepted by the recycling facility must be provided to the local weatherization agency and be placed in the client file for each refrigerator/freezer replacement. Contact the Weatherization Agency regarding nearest recycling facility or process.

Refrigerators and freezers removed from clients' homes may not be sold, given away or returned to service in any manner. Appliances infested with pests will be enclosed before removal.

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<sup>71</sup> SWS 7.0201.1, "Low-Flow Devices"

## 321 Gas Ovens

### 3211 Inspection

- Inspect the stove for gas leaks at the fittings using a gas leak detector.
- Gas burners shall be turned-on and visibly inspected. A *Potential Hazardous Condition* form shall be completed and given to the client if:
  - The flames have any discoloration, flame impingement or an irregular pattern, or
  - The burners are visibly dirty, corroded or bent.
- Inspect oven for stored materials and remove before testing.
- Turn on oven to bake temperature of 500°F.
- Place test probe of CO analyzer on throat of oven exhaust.
- Test for CO after oven has reached steady-state (CO readings have steadied).
- CO shall not exceed 225 ppm as measured when measured in undiluted flue gases. If CO exceeds 225 ppm as measured, the following recommendations may be made:
  - Recommend cleaning to client if oven is excessively dirty and a *Potential Hazardous Condition* form shall be completed and given to the client.
  - The range may be replaced.

### 3212 Replacement

Gas ovens may be replaced as a Health & Safety measure if high CO readings are found and/or the oven is non-repairable. DOE funds may not be used for stove replacement. **Non-operable stoves shall not be replaced.** A waiver is required for replacement and the new units must meet the following requirements.

- Units shall be free standing 30" range with a 4-burner cooktop, electronic ignition, oven window and interior light.
- Units shall be white or black – no special color orders.
- Installation shall include new flex-line and gas valve.
- Must be installed per manufacturer's instructions.
- All packing materials from compartments shall be removed.
- Burners and oven shall be checked for proper operation.
- Instructions shall be left with client.
- Contractor shall remove old unit from home.
- Gas ranges may be replaced with electric ranges **IF** there is an existing electrical connection requiring no upgrade **AND** the client agrees to the switch.
- Oven shall be tested for CO per the above requirements. As measured CO shall be less than 225 ppm.