



Carrie Eklund  
Central Services Manager  
Finance Department

**REQUEST FOR PROPOSALS  
UTILITY BILL PRINTING  
RFP NO.: 1113-FIN-150**

11/5/13

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

**RFP Opening Time and Date 11:00 a.m., Local Time, Monday, November 25, 2013**

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

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

**PLEASE MARK THE RETURN SEALED ENVELOPE:**

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

**RETURN PROPOSALS TO:**

City of Rockford  
Central Services Manager  
425 East State Street, 4<sup>th</sup> Floor  
Rockford, Illinois 61104  
Telephone: (815) 987-5560

***PROPOSALS SUBMITTED BY FASCIMILE OR E-MAIL WILL NOT BE ACCEPTED***

**PROPOSAL RESULTS:**

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174. or at [www.rockfordil.gov](http://www.rockfordil.gov)

## CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to [certified.payroll@rockfordil.gov](mailto:certified.payroll@rockfordil.gov).

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

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

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

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

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

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

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

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

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

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

**BID REQUIREMENTS FOR  
EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

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

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

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

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

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

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

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or [ron.moore@rockfordil.gov](mailto:ron.moore@rockfordil.gov)

**EQUAL EMPLOYMENT OPPORTUNITY**  
**AFFIRMATIVE ACTION PLAN**  
**STATEMENT OF POLICY**

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

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

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

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

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

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

## **STATEMENT OF NONCOMPLIANCE**

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

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

## **CERTIFICATION OF NON-SEGREGATED FACILITIES**

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

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



**CERTIFICATE OF NON-BARRED BIDDING**

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

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

Authorized Signature
Title
Firm

Our firm is a:

Minority Business Enterprise \_\_\_\_\_

Women Business Enterprise \_\_\_\_\_

Neither \_\_\_\_\_

City-Certified? Yes \_\_\_\_\_ No \_\_\_\_\_

City Certified? Yes \_\_\_\_\_ No \_\_\_\_\_

(Revised 12/21/09)

## Request for Taxpayer Identification Number and Certification

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

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee  <input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									
-			-						
<b>Employer identification number</b>									
-			-						

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

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

**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 on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

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

### Penalties

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

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

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

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

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. 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 the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, 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, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic 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, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**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 to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

**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, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

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

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](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 at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. 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>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation 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 and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<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.) Also see *Special rules for partnerships* on page 1.

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

**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. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## Utility Bill Printing

### 1.0 GENERAL SCOPE

The City of Rockford is requesting a printing and mailing services solution, including options for customers to receive and pay bills electronically for a water utility environment. The objective of the City of Rockford is to evaluate alternate solutions that provide for the printing, inserting, mailing services, and electronic billing and payment with the following requirements:

- Opt for paper channel
- Opt for electronic delivery channel
- Opt to receive both paper and electronic channels
- Enrolled (Biller Direct) payment site
- Un-enrolled payment site
- Fully integrated reporting of all provided payment channels, statistics and customer functions
- One consolidated payment apply file for ACH and Credit Cards in the format specified by City of Rockford
- Opt for paper and digital inserts depending on channel subscribed

The primary objectives of the printing, mailing and electronic billing and payment services solution are:

- Ensure timely and accurate production and delivery of invoices and correspondence to utility customers.
- Reduce costs for invoice and correspondence production and delivery to customers.
- Expedite customer payment of utility invoices.
- Reduce utility costs for payment processing.
- Minimize mailing delays due to equipment failures and maintenance.
- Maintain accuracy of piece counts.
- Maintain current postal discounts and achieve additional postal discounts where eligible and appropriate.
- Improve postal records through electronic reports.
- Provide a solution that allows for expedited changes to forms and envelopes to accommodate things like changes, additions or deletions to logos and “boilerplate” changes for required instructions and information on billing statements.
- Provide reporting on documents as they move through the printing, insertion and mailing processes.
- Provide interface for final proofing of bill records prior to release
- Provide interface for City staff to service customers through enrollment assistance and/or payment verification

### 1.1 PROJECT SCOPE AND IMPLEMENTATION OVERVIEW

The primary intent of this RFP is to implement a comprehensive and integrated printing and mailing services solution, including electronic billing and electronic payment services, that will satisfy the functional and technical requirements stated below. The printing and mailing, and electronic billing and payment services scope is divided into three components: functional, technical and professional services. The following will describe each of these components in more detail.

### 1.2 FUNCTIONAL SCOPE

The City of Rockford is looking for a robust printing and mailing services solution that includes the capability of offering a fully-hosted electronic billing and payment services solution. For the purposes of this RFP, the term “electronic billing” will include not only the invoice, but also any informational pieces (billing inserts) included with both mailed and emailed invoices. The proposed solution is required to accommodate the needs of a water utility with approximately 55,000 accounts in the Rockford, IL Area. Document volumes are expected to be on average of 55,000 documents per month. City of Rockford currently handles a mix of monthly and quarterly billing cycles and provider should be able to print and mail daily cycles.

The table below shows the types of documents that City of Rockford currently uses. It also indicates the stationary and inserts that may be needed for each type of document. It is expected that 90%+ of invoices will be 1 physical page.

Document	Duplex or Simplex?	8.5x11 Paper with Remittance Stub	8.5x11 Letterhead	Mailing Envelope	Windowed BRE	Inserts
Invoices	D	X		X	X	X
Past Due Notices	D	X		X	X	X
Other Letters	D	X		X	X	X

The table below shows the estimated monthly volume for both paper and electronic delivery.

Monthly Volume	Paper	Electronic
Invoices	48,000	8,000

The selected solution will provide for all printing, inserting and mailing activities, monitoring of the process by City of Rockford in a seamless solution, as well as the provision of electronic billing and electronic payment options for City of Rockford customers. This includes the development and provision of reports to allow City of Rockford to monitor printing and mailing along with web-based services to provide reports related to electronic billing and payment activity. Mailing will be accomplished in such a manner as to maximize postage discounts.

### 1.3 TECHNICAL SCOPE

The proposed solution must provide any software, hardware, maintenance and support needed to satisfy our requirements as identified in Section 1.3 and Section 3. The selected vendor should be able to receive files daily. These files contain raw data that require pre-processing accounting for specific business rules that drive unique presentment options. All of the paper documents will require duplex printing. City of Rockford would expect the vendor to provide a user friendly and fast approach to altering document content and creating new documents and business logic, as well as an integrated mechanism to handle the testing by City staff. A bill image archive for a duplex bill is required for up to 15 months history of images or 1,248,000 images (front and back) annually.

In addition, the selected vendor must provide the necessary software, hardware, related interfaces, maintenance and support required to implement electronic billing and electronic payment solutions for City of Rockford's customers for both WEB-based options and mobile options. Selected vendor must have existing interface with banks for processing both ACH and credit card transactions.

### 1.4 PROFESSIONAL SERVICES SCOPE

At a minimum, the Vendor must provide professional services that will be required to:

- Manage and implement the proposed solution.
- Install and configure any proposed solution software and hardware components.
- Design, construct and test any modifications necessary for the proposed solution.
- Design, construct and test any conversion and interface components necessary to support the proposed solution.
- Train the City of Rockford functional users and technical resources that will operate, support and maintain the proposed solution.

- Provide the City of Rockford with a quick and user friendly process for updating document content and adding new documents in an environment that may require the vendor to reformat files into a print ready format.
- Vendor must provide a disaster recovery plan detailing operation specifics for processing statements should the vendor facility become inoperable.
- Vendor will be responsible for storage/warehousing of the forms and envelopes until needed or used.
- Vendor must use indicia on mailing envelope that does not show the city or zip code from where the piece was mailed
- Vendor will have capability to allow the City to view and reprint a searchable PDF of each record as presented to the customer before and after mailing.
- All work shall be done at a location that provides security and supervision from start to finish, including a well-defined quality assurance program.

## 1.5 Itemized Billing Information

### Customer Information

- Customer Name and Mailing Address
- Account Number/Bill Number
- Customer Number
- Billing Date
- Due On or Before Date and Amount (net)
- Due After Date and Amount (10% penalty)
- Cycle Route Number
- Last Bill Amount
- Payments
- Adjustments
- Balance Forward
- Read Type
- Water Service
- Sewer Service
- Refuse Service
- Service Charge
- Usage Charge
- Miscellaneous Charges

### Meter Information

- Service Address
- Current Read Date and Reading
- Previous Read Date and Reading
- Usage
- Number of Days in Billing Period

### Imaging Information

- Bill Date
- Final Bill (if applicable)
- Bank Draft (if applicable)

Table Information. A twelve-month usage table is required on the Utility Bill containing usage history in hundreds of cubic feet.

Lock box. An OCR scan line is required on the Utility Bill for lock box payments and for transmission to the water billing software.

Reverse side of Utility Bill. Miscellaneous information is required on the reverse side of the Utility Bill.

## 2.0 RFP GUIDELINES

The RFP Guidelines section defines the 1) Selection Process, 2) Award Criteria, 3) Process for Entering into Agreement and 4) Contacts and RFP Format Requirements that will be utilized in submitting the proposal. The following describes the contents of these sections.

### 2.1 SELECTION PROCESS

No contract shall be awarded except to responsible vendors capable of performing the class of work desired. Before being considered for the award of contract, vendors may be required to show evidence of the necessary experience, facilities, equipment, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated. The City of Rockford shall make the final determination as to the vendor's ability to provide the desired services.

The City of Rockford selection committee will review and evaluate all properly submitted Proposals that are received on or before the deadline. The evaluation team will determine if it is necessary for the top vendors to make presentations and respond to questions from the team. Vendors will be contacted and notified of the date and time of their presentation. An agenda that will include the primary presentation discussion points will be forwarded electronically to all the finalists. The committee will select the Proposal that is the most advantageous to the City of Rockford taking into consideration the evaluation factors set forth below:

- Content and completeness of proposals submitted.
- Advantages and disadvantages to City of Rockford that could result from the proposal.
- The Fees and Price proposed by the Vendor.
- Evidence of a clear understanding of the Scope of Services by the Vendor.
- How well the application solution satisfies City of Rockford's business functionality requirements.
- Technical architecture, performance, flexibility and maintainability of the solution.
- Vendor's utility experience, stability and experience in delivering printing, mailing, electronic billing and electronic payment service solutions within budget and on schedule, project team qualifications, and references.
- Project management methodology and experience, implementation, methodology and time frame, use of City of Rockford personnel, and provided training.
- Vendor's experience with and ability to provide electronic billing and payment solutions to City of Rockford customers, including mobile devices and applications.

The City of Rockford reserves the right to ask for additional information and clarification from or about any or all of the Vendors.

The City of Rockford reserves the right to reject any and all Proposals in total or by components.

The City of Rockford evaluation team will submit their recommendation to the City Council for approval and the award of a 3 year agreement with an option to renew for two additional periods of 1-year.

## 2.2 AWARD CRITERIA

The City of Rockford will make an award under this RFP to the Vendor whose Proposal is the most advantageous to the City of Rockford.

The City of Rockford will award a contract to the successful primary Vendor considering the price, evaluation factors, specifications, any on-site presentations, and the proposal.

## 2.3 PROCESS FOR ENTERING INTO AGREEMENT

The Vendor whose Proposal is found to be the most advantageous to the City of Rockford will be offered the opportunity to enter into an agreement. The scope, terms and conditions of that agreement shall be in substantial conformance with the terms, conditions, and specifications described in this RFP and with the proposal which was submitted by the Vendor.

The Vendor must be prepared to immediately begin contract negotiations upon notification of the award.

The City of Rockford shall not be responsible for any costs incurred in relation to preparation of the proposal, or in relation to any opportunities for interview. The City of Rockford reserves the right to reject all proposals.

## 2.4 RFP SUBMISSION REQUIREMENTS

The entire proposal, including Section I – Section XI must be submitted in both Hard and Soft copy (electronic file or CD).

Vendors submitting proposals in response to and consistent with this Request for Proposal must submit:

- A complete Proposal (Section I – Section XI)
- Appendices completed in their entirety
- An original and 4 copies, along with a soft/electronic copy of the proposal, must be submitted.

While each proposal will be considered objectively, the City of Rockford assumes no obligation to accept or take action on any proposal. The City of Rockford assumes no liability for Vendors' costs incurred in preparing or submitting a proposal in response to this request.

## 2.5 CONTACT PERSON

If you have questions, please contact Xavier Whitford, Financial Analyst, 815-967-6938, [xavier.whitford@rockfordil.gov](mailto:xavier.whitford@rockfordil.gov) at least a week before bid opening date.

## 2.6 RFP FORMAT

The Vendor shall develop a written response to this Request for Proposal, structured to show a clear understanding of the Scope of Services. The following sections will provide the format in which the RFP responses must follow to be considered in the evaluation process.

Section I	Management Letter
Section II	Vendor Background
Section III	Vendor Client References
Section IV	Proposed Solution Software and Hardware
Section V	Responses to Requirements
Section VI	Project Management Methodology
Section VII	Professional Services

Section VIII	Training
Section IX	Costs
Section X	Customer Support
Section XI	Contract Compliance Requirements
Appendices	Additional Information

Responses to Section V must be submitted in format of the included requirements matrix contained within this document. The contents of each of these sections are described in more detail.

**Section I Management Letter**

Include a letter outlining the contents of the response. A statement of commitment and an indication of the level of involvement of the Vendor should also be included in this section. Also include a statement regarding support for the Water Utility industry.

An authorized representative of the firm should sign the cover letter to validate the contents of the response. All information contained within the response may be part of the final contract.

**Section II Vendor Background**

**1. Vendor Overview**

- a. Vendor name, address, telephone number and contact person
- b. Principal name, address and phone number of each principal
- c. Year the Vendor was established and any former Vendor names
- d. Number of years the Vendor has been in the printing and mailing services business, including the number of years Vendor has provided electronic billing and payment services
- e. Number of years of experience in the:
  - Water Utility Industry
  - Document printing, inserting and mailing arena
  - Electronic billing and payment sector
- f. Type of Company (Public or Private)
- g. Average number of mail pieces processed daily both nationally and internationally
- h. Description of the firm’s electronic billing and payment solution, including both WEB-based and mobile solutions that the vendor can provide.
- i. Vendor will provide the locations of all facilities in the United States, if facilities use the same type/model of printing equipment and if there would be a delay or reprogramming needed to switch from one site to another.

**2. Vendor Personnel**

Qualifications of full-time personnel dedicated to this client from each of the following:

- a. Customer user support
- b. Customer technical support
- c. Research and development
- d. Project management
- e. Project implementation and rollout

**3. Implementation History**

- a. Provide your past five year history of target, completion dates and accuracy of cost estimates for printing and mailing services solution implementations, including the implementation of electronic billing and payment programs in conjunction with printing and mailing solutions

#### **4. Pending Litigation & Liquidated Damages**

- a. Any pending litigation within the past five years
- b. Any liquidated damages within the past five years

#### **Section III Vendor Client References**

Each Vendor that is participating must provide three references with name address & telephone information for each reference, which may be contacted concerning the Vendor's performance on a printing and mailing services implementation, including electronic billing and payment solutions. Munis Software users and/or Illinois clients are preferred. References should have received the same services as those proposed to City of Rockford. Please provide water utility references whenever possible, for large cities similar to Rockford with water service and customer base of approximately 55,000 accounts. The vendors grant the City permission to contact said references and ask questions regarding prior work performance.

#### **Section IV Proposed Solution Software and Hardware**

1. The Vendor must define the components that they are proposing to satisfy the City of Rockford printing and mailing services requirements, and electronic billing and payment solutions listed in the project scope and requirements sections of this document. The vendor should list additional services available such as e-pay, e-bill, bank consolidation capabilities, group billing, statement storage & retrieval, CSR payment/activity review portal or any other relevant services.

#### **Section V Response to Requirements**

Section 1 of this document contains a requirement matrix that the Vendor needs to respond to. All RFP responses are to be entered into the requirement matrix.

Each of the components listed above contains requirements classified as either mandatory or desired as well as informational requests. The Vendor will use the following criteria to respond to each requirement and information request:

1. Satisfied – This response indicates that the Vendor can satisfy the requirement in their proposed solution and no modifications are necessary. The Vendor must be able to demonstrate any requirements with a "Satisfied" response.
2. Satisfied with Modification – This response indicates that the proposed solution requires changes to current setup to satisfy the described requirement. The number of hours and cost required to design, code, and test a modification should be noted. The Vendor should also provide an explanation of how a feature will be added or modified.
3. Not Satisfied – This response indicates that the Vendor cannot satisfy the requirement in their proposed solution and the Vendor is not willing to make a modification.

#### **Section VI Project Management Methodology**

Describe in detail your firm's project approach and methodology in managing and implementing a project the size and scope of the printing and mailing services, including electronic billing and payment options proposed. Include a list and description of any project management tools that will be used. Discuss the tools and methods that will be used to address the "key elements" that require constant attention, regardless of the project size. Key elements include:

- Project Planning
- Organization and Control
- Task Management

- Time Reporting
- Roles & Responsibilities
- Management Reporting
- Tracking and Variance Analysis
- Project Change Control and Management Analysis
- Technological Change Management and Analysis

## Section VII Professional Services

The printing and mailing services and electronic billing and payment solution must also include a professional services component. The requested professional services are grouped into the following two categories:

- Project Management and Implementation Services
- Ongoing Solution Maintenance and Support.

### Project Management and 45-DAY Maximum Implementation Plan:

The Project management services are all the necessary components to manage, plan and implement the proposed solution. The response to this Request for Proposal must include a summary Gantt Chart and work plan for implementation of the proposed solution. At a minimum, this summary level plan should include and identify:

1. **Major Project Tasks** with descriptions and anticipated deliverables resulting from each task.
2. **Project Implementation Plan / Sample Gantt chart** indicating the approximate timelines for each of the major tasks.
3. **Online Project Management Portal** Estimate the number of days or hours required to complete the work step for each resource assigned to a work step.
4. **Critical path** tasks for both paper and electronic implementations requiring less than 45 days.
5. Identify key **deliverables** and **milestones**.
6. Summary of **project tasks hours** or **days** assigned by implementation team member. This should include a list of each team member (both Vendor personnel and City personnel) indicating the total hours for each major project task for each team member.

## Section VIII Training

The purpose of this segment is to identify any training considered necessary for staff (both functional users and information technology staff), and the Vendor's proposed timetable and costs for conducting that training. Vendor should provide a list of any training courses to be conducted in connection with the Printing and Mailing Services and electronic billing and payment options project. This list should indicate:

- The type of material to be covered.
- The type of personnel to be present and the amount of time necessary to complete the training.
- Location of training is required on-site at City of Rockford.

## Section IX Costs

Please detail the following items in the price quotation, to cover all cost components of your proposal. Please provide Project Management and Implementation Services and Ongoing Solution Maintenance And Support costs separately. Please provide per piece price for each type of document separately, i.e. invoices, past due notices, and letters. All rates are assumed to be for the term of the proposed agreement unless specifically noted otherwise.

- 1) Proposed pricing structure for printing and mailing services, including per item costs as they apply to:
  - a) Printing of invoices
  - b) Printing of window mailing envelope, to match exactly the existing envelope with City of Rockford's indicia
  - c) Blank invoice paper with stub perforation at 3.5" from bottom edge

- d) Printing of the window business return envelope (BRE), printed in black
  - e) Folding and inserting single page documents
  - f) Folding and inserting multiple page documents
  - g) Inserting multiple pieces per envelope
  - h) Sealing, posting, sorting and shipping completed pieces, not including postage
  - i) Maintaining valid CASS certification, with Full Service IMB
  - j) Maximum postal discounts
- 2) Proposed pricing structure, including one-time implementation costs, annual fees and per transaction fees for both City of Rockford and City of Rockford's customers for electronic billing and payment services.
  - 3) Expected modification cost, based on requirements answered as "Satisfied with Modification".
  - 4) Training – Provide fee structure by number of trainees. Separate the costs for functional and technical training if applicable.
  - 5) Any other "typical" line item, one-time costs, or other costs anticipated for the proposed services.
  - 6) Applicable fees and/or hourly rates to incorporate document changes (i.e. document change control or custom programming requests).
  - 7) Hourly rates for creative design services (envisioned for inserts).
  - 8) Ongoing annual support and maintenance costs, if any. Include various options (i.e. 24x7, 5x9, others) if applicable.

#### **Section X Customer Support**

Attach a statement of user support policies including any maintenance agreements, on-site support, telephone support, ongoing training, and other related services.

- 1) *Customer Support Plans*
  - a) Describe in detail the customer support services available, including response times, support availability hours, accessibility, and cost considerations.
  - b) Identify options to report, discuss and view status of problems and resolutions (e.g. telephone support, email, web site).
- 2) *Quality Control for Bill Review*
  - a) Describe your quality control procedures for quality review.
  - b) Describe your online proofing capability.
  - c) Describe the process for City of Rockford to change the path of a particular record from mailing once the record is processed. Can we pull bills out of the print stream?

#### **Section XI Contract Compliance Requirements**

Vendor must complete and submit the following required forms in order to perform business with the City:

1. Non Discrimination Program Forms (see Appendix A). Required as part of the proposal. If a particular form is not relevant for your proposal please write "Not Applicable" on it and sign and date it. If these forms are not included your proposal will not be complete.
2. The successful Vendor will be required to register as a City vendor.

## 1 PRINTING AND MAILING SERVICES, INCLUDING ELECTRONIC BILLING & PAYMENT OPTIONS – FUNCTIONAL REQUIREMENTS

The desired and mandatory functional requirements are included in the following matrix. Refer to Section V Response to Requirements for instructions on how to respond to these requirements.

Req. #	Requirement	Type	Response and comments (see RFP Section V)
3.1	Receive files via FTP. The file format is attached in Appendix shown in addendum 1.0	Mandator y	
3.2	Print, process and mail or otherwise deliver up to 50,000 pieces per month. Vendor should expect to receive one or more files	Mandator y	
3.3	To provide for electronic document review and cancellation by City of Rockford between processing and mailing a file. Please specify any software tools and requirements for electronic document review and cancellation. Online review must provide City of Rockford to electronically remove mail pieces from the print file after the file is produced with no detriment in postage cost of the file.	Mandator y	
3.4	Read barcodes and/or OMR marks to intelligently insert the appropriate materials (i.e. inserts and envelopes) for each mail piece.	Mandator y	
3.5	Insertion equipment for invoices with at least 6 trays capable of handling dynamic insertion based on barcode or OMR logic.	Mandator y	
3.6	Mail all pieces according to agreed upon postal specifications (i.e. first class, pre-sort, bulk mail, etc.), including achieving all available postal discounts.	Mandator y	
3.7	For items to be mailed, print all invoices, and inserts on paper size and weights as determined by City of Rockford. Includes use of correct stationary type for a given file. For example, invoice paper must be #24 Bond will require perforations for the remittance stub	Mandator y	
3.8	Source print logo(s) on all stationary materials (paper, envelopes and inserts) in appropriate size and location	Mandator y	
3.9	Provide document design services upon request for all materials, including, but not limited to, billing inserts. Please provide hourly rates for these services. This should also include estimations for time and cost related to the initial bill design portion of the implementation project.	Desired	
3.11	Incorporate document revisions within 48 hours of receipt of revisions in the agreed upon format(s).	Mandator y	

Req. #	Requirement	Type	Response and comments (see RFP Section V)
3.12	Provide CASS and NCOA certification to meet United States Postal Service minimum standards for maximum postage discounts.	Mandator Y	
3.13	Process all mail according to United States Postal Service rules, regulations and requirements to ensure the lowest possible postage rates.	Mandator Y	
3.14	Provide daily, monthly and annual reports on quantities for each of the materials as used.	Mandator Y	
3.15	Provide daily, monthly and annual reports on pieces processed and postage used.	Mandator Y	
3.17	Provide the ability to allow City of Rockford to make bill content and message changes. Include any requirements needed for this.	Mandator Y	
3.18	Provide the ability to archive bills and letters for up to two years.	Mandator Y	
3.19	Provide capabilities to implement your ebilling solution. This implementation timeframe for ebilling should not exceed 45 days.	Mandator Y	
3.20	Provide the ability for customers to pay electronically and from mobile devices	Desired	
3.21	Provide the ability for bill payments to be scanned by our lockbox solution using the scanline on the invoice	Mandator Y	
3.22	Provide the ability to transfer passwords, banking and credit card information from our current system to the vendors system to minimize the impact on our customers.	Mandator Y	

In addition to the matrix above, please provide a more detailed response to the following areas:

1. How will you approach the ebilling implementation? Please include any best practices that will be used for this solution.
2. How will you approach the epayment implementation? Please include any best practices that will be used for this solution.
3. What type of approach will be used to ensure that this entire solution is tested sufficiently?

Please provide detailed project plans for both paper and EBPP implementations. It can be assumed that the project will begin with the contract award date of December 2, 2013 and last no longer than December 31, 2013.