



DAYTON

**City of Dayton, Ohio
Department of Finance
Division of Utility Revenue Administration**

**Electronic Bill Presentment and Payment Processing Services (EBPP)
& Bill Print & Mail Services**

REQUEST FOR PROPOSALS (RFP) No. 21-029FIN
OPEN MARKET

SEPTEMBER 2021

TABLE OF CONTENTS

SECTION 1 – PROPOSAL INSTRUCTIONS	1
1.01 COMMUNICATIONS REGARDING THIS PROJECT.	1
1.02 RFP SCHEDULE.	1
1.03 PRE-PROPOSAL MEETING.....	1
1.04 SUBMITTING A PROPOSAL.....	1
1.05 REQUIRED PROPOSAL CONTENTS.	2
1.06 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.....	3
1.07 CRITERIA.	3
1.08 MISCELLANEOUS ITEMS.....	3
SECTION 2 – SCOPE OF PROJECT	5
2.01 OVERVIEW AND PURPOSE	5
2.02 BACKGROUND AND CONTEXT INFORMATION.....	5
2.03 SCOPE OF WORK	6
2.04 PROJECT PLAN AND DELIVERABLES	9
2.05 PROJECT INSTALLATION AND MANAGEMENT	10
2.06 SOFTWARE UPGRADES AND TECHNICAL SUPPORT	11
2.07 SECURITY OVERVIEW	12
2.08 SUBLETTING WORK.....	12
2.09 PRICING STRUCTURE.....	12
SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS	13
3.01 TAX EXEMPTION	13
3.02 PROPOSER AFFIDAVIT.	13
3.03 PROCUREMENT ENHANCEMENT PROGRAM.....	13
3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY.....	13
3.05 PROPOSER'S INCURRED COSTS.....	13
3.06 AFFIRMATIVE ACTION ASSURANCE (AAA)	13
3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES.....	13
ARTICLE 1. TERM.....	13
ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR.....	14
ARTICLE 3. COMPENSATION	14
ARTICLE 4. CITY'S RESPONSIBILITIES	14
ARTICLE 5. STANDARD OF CARE	14
ARTICLE 6. INDEMNIFICATION	14
ARTICLE 7. INSURANCE	14
ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY	15
ARTICLE 9. TERMINATION.....	15
ARTICLE 10. STANDARD TERMS	15
A. <i>DELAY IN PERFORMANCE</i>	15
B. <i>GOVERNING LAW AND VENUE</i>	15
C. <i>COMMUNICATIONS</i>	15
D. <i>EQUAL EMPLOYMENT OPPORTUNITY</i>	16
E. <i>WAIVER</i>	16
F. <i>SEVERABILITY</i>	16
G. <i>INDEPENDENT CONTRACTOR</i>	16
H. <i>ASSIGNMENT</i>	16

I. THIRD PARTY RIGHTS	16
J. AMENDMENT.....	16
K. POLITICAL CONTRIBUTIONS	17
L. INTEGRATION.....	17
M. PCI COMPLIANCE	17
N. LIVING WAGE ORDINANCE.....	17
EXHIBIT A – LETTER OF TRANSMITTAL	18
EXHIBIT B – REFERENCES FOR PROPOSING COMPANY	20
EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM	21
EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE.....	23
BLANK PAGE	24

THE FOLLOWING DOCUMENTS ARE UNDER SEPARATE COVER

<u>EXHIBIT F- EBPP SERVICES REQUIREMENTS</u>
<u>EXHIBIT G- BILL PRINT AND MAIL SERVICES REQUIREMENTS</u>
<u>EXHIBIT H- PRICING FOR EBPP SERVICES.....</u>
<u>EXHIBIT I – PRICING FOR BILL PRINT AND MAIL SERVICES.....</u>
<u>APPENDIX A – VOLUME ESTIMATES.....</u>
<u>APPENDIX B – SAMPLE INVOICES AND LETTERS.....</u>
<u>APPENDIX C – FILE LAYOUTS SPECIFICATIONS.....</u>
<u>ATTACHMENT 1 – SUMMARY OF BILLING REQUIREMENTS AND INVOICE SAMPLES</u>
<u>ATTACHMENT 2 – UTILITY BILLING INVOICE SAMPLES - CLAYTON</u>
<u>ATTACHMENT 3 - UTILITY BILLING PAST DUE INVOICE SAMPLES - CLAYTON</u>
<u>ATTACHMENT 4 - UTILITY BILLING SHUT-OFF INVOICE SAMPLES - CLAYTON.....</u>
<u>ATTACHMENT 5 - UTILITY BILLING INVOICE SAMPLES - DAYTON</u>
<u>ATTACHMENT 6 - UTILITY BILLING PAST DUE INVOICE SAMPLES - DAYTON</u>
<u>ATTACHMENT 7 - UTILITY BILLING SHUT-OFF INVOICE SAMPLES - DAYTON.....</u>
<u>ATTACHMENT 8 - UTILITY BILLING FINAL AND ADJUSTED INVOICE SAMPLES - DAYTON</u>
<u>ATTACHMENT 9 – WASTE DISPOSAL INVOICE SAMPLES - JEFFERSON.....</u>

SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP process to:

The City of Dayton, Department of Finance
Jim Wedding
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-3589
E-Mail: james.wedding@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing, referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the City's website by the date listed in *Section 1.02*. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this RFP proposal and any additional documentation may be found at the City's website at:

<http://daytonohio.gov/bids.aspx>

1.02 RFP SCHEDULE. The proposed RFP schedule is to be reviewed with City Purchasing and HRC, if required, and shall be mutually agreed upon. RFP schedule to be determined before finalization of RFP. The following is the anticipated schedule for the RFP Process:

Issue RFP: 21-029FIN	September 22, 2021
Pre-Proposal Meeting:	N/A
Last Day to Submit Questions: (to: James.Wedding@daytonohio.gov)	1:00 PM local (Dayton OH) time October 6, 2021
Written Responses to Questions:	October 11, 2021
Due Date for Proposals:	1:00 PM local (Dayton OH) time October 27, 2021
Contractor is Selected:	November 12, 2021
Contract is Awarded:	December 15, 2021
Notice to Proceed Issued:	December 17, 2021

1.03 PRE-PROPOSAL MEETING. The City will not have a pre-proposal meeting. The City will allow Proposers to ask clarifying questions in writing as directed in section 1.01 Communications Regarding this Project. All questions are due on or before October 6, 2021 no later than 1:00 PM local (Dayton OH) time. The City will respond on or before October 11, 2021. The responses will be provided to all Proposers, and the response will include the original question and the corresponding answer. Should two or more Proposers ask the same question only using different wording, the City will choose one question that will apply to all versions of the question.

1.04 SUBMITTING A PROPOSAL. Each Proposer seeking consideration for the performance of services related to this RFP must submit a proposal. All proposals shall be submitted as a PDF via electronic submission to bids@daytonohio.gov. The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company's proposal document exceed this limit, your company will have to submit its document in multiple parts (emails). Should bid documents require multiple emails, please designate in the "Subject" line of each email sent: RFP No 21-029FIN Electronic Bill Presentment and Payment Processing Services (EBPP) & Bill Print & Mail Services.

The bid opening will be facilitated using ZOOM with the following login information:
<https://zoom.us/j/99764625672?pwd=Qk1NbDJOTHA0VDA1cHhkWktUWnBoUT09>
Meeting ID: 997 6462 5672 Passcode: 3UFqds

One tap mobile

+19294362866 US (New York) +13017158592 US (Washington DC)

+1 312 626 6799 US (Chicago) +1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston)

Find your local number: <https://us02web.zoom.us/j/kbuZCr9U0u>

All proposals must be submitted as a PDF via electronic submission to (BIDS@DAYTONOHIO.GOV) by 1:00 pm on the date indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the Proposer.

The City reserves the right to reject any and all proposals, waive any irregularities in a proposal, or accept the proposal(s), which, in the judgment of proper officials, is in the City's best interest. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent RFPs. The City reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful Vendor once all proposals are received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations, present product demonstrations, and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall apply to this RFP.

The City does not guarantee that any contract will be awarded because of this RFP. If a contract award is made, but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.05 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all copies. If not, the proposal may be considered non-responsive. Proposers are required to submit the following information in their proposal:

- **Letter of Transmittal.** The Proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the Proposer's ability and willingness to perform the services required by the RFP. The letter must be on the Form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
 - **Location** – The street address of the Proposer's company headquarters.
 - **Local Office of Proposer** – Provide the location of the Proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax number.
 - **Company's Primary Business** – State the Proposer's primary business, number of years in the Proposer's industry, and the number of employees assigned to these related activities.
 - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
 - **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (including Federal, State, Local, or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number, and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **References.** Provide a list of references on the Form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.
- **Proposal Response** as per Section 2.
 - **EBPP Services Requirements:** See Exhibit F

- **Bill Print and Mail Services Requirements:** See Exhibit G
- **Pricing for EBPP Services:** See Exhibit H
- **Pricing for Printing and Mailing Services:** See Exhibit I

Offer prices and costs in proposer submittal must remain firm for a minimum of 120 days during the evaluation period. Proposals shall be irrevocable until contract award unless withdrawn in writing before the proposal due date. Should any proposer object to this condition, the Proposer must provide objection in the Statement of Exception to RFP requirements.

- **Statement of Exceptions to RFP requirements.** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the City's RFP must be identified, and failure to do so shall make the proposal non-responsive. City's standard Terms for Payment are Net 30 days from the invoice date once the project is complete unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements.

1.06 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.

- Incomplete or non-responsive proposal
- Inability to obtain Affirmative Action Assurance approval before awarding of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

1.07 CRITERIA. The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City before this RFP will be considered in the evaluation process of this RFP. The evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in response to the RFP only.**

Evaluation Criteria for Goods and Services		
Item	Description	Points Possible
1	EBPP Services Requirements: From Exhibit F	20
2	Bill Print and Mail Services Requirements: From Exhibit G	20
3	Implementation Plan and Schedule	20
4	Pricing for EBPP Services: From Exhibit H	10
5	Pricing for Printing and Mailing Services: From Exhibit I	10
6	Security and Data Management Protocols	10
7	Dayton Local Business	5
8	PEP Certified Vendor	5
	Total Points	100

1.08 MISCELLANEOUS ITEMS.

A. Award and Contract Execution Instructions:

1. The successful Proposer (s) will receive an Intent to Award letter from the City of Dayton after award decisions are made. The letter will include instructions for final submittals that are due before the execution of the contract.
2. The City may identify proposal elements that require further discussion to align the proposal and contract fully with City business needs before finalizing the contract. If so, the City will initiate

the discussion, and the Proposer is to be prepared to respond quickly in City discussions. The City has provided no more than 15 calendar days to finalize such discussions. If a mutual contract requires more than 15 calendar days, the City may terminate negotiations, reject the Proposer and may disqualify the Proposer from future submittals for these same products/services, and continue to the next highest-ranked proposal, at the sole discretion of the City.

3. Once the City has finalized and issued the contract for signature, the Proposer must execute the contract and provide all requested documents within ten (10) business days. If the Proposer fails to execute the contract with all documents within the ten-day (10) time frame, the City may cancel the award and proceed to the next ranked Proposer or cancel or reissue this solicitation.
4. Selected Vendor Contract Term:
 - a. Agreement Period: The City intends to enter an Agreement for a minimum of three (3) years. The agreement will begin on the date of execution and continue for thirty-six (36) months.
 - b. Optional Renewal Periods: The Agreement may be renewed for a maximum of three (3) two-year (2-year) periods upon approval of the Dayton City Manager and/or Dayton City Commission.
- B. Taxpayer Identification Number, W-9 and Vendor Registration: Unless the Proposer has already submitted a Taxpayer Identification Number and Certification Request Form (W-9), Vendor Application and Equal Employment Opportunity Policy Confirmation Form to the City, the Proposer must execute and submit these forms before the contract execution date.
- C. Upon final determination by the City, all proposers submitting a proposal will be notified of the firm selected to perform the requested work.

SECTION 2 – SCOPE OF PROJECT

2.01 OVERVIEW AND PURPOSE

The City of Dayton is seeking a professional services contract for providing 1) electronic bill presentment and payment processing (EBPP) services, and 2) bill print and mailing services for all utility billing notifications for; utility bills, delinquent and reminder notices, additional letters, bill design services, and additional inserts. The City of Dayton will consider proposals to minimize the unique products and services necessary to deliver the desired services. This RFP aims to identify a single vendor that can offer the highest quality EBPP services and bill printing and mailing services for the best value. Qualified vendors must submit a proposal for both solutions. Service providers may partner with other providers to submit a proposal that encompasses the complete bundle of services. However, any proposal involving more than one service provider must list a single service provider as the Proposer and identify all other service providers that would render any services that the Proposer would not render themselves. In addition to the services listed above, the City of Dayton is interested in additional technical enhancements and industry trends.

1) EBPP Services

Electronic Bill Presentment and Payment Processing (EBPP) services include online payments, mobile payments, E-Billing, outbound customer notifications regarding bills, due dates, credit/debit card, and E-Check processing. The City would expect these services to be fully integrated with its existing systems and processes, including its in-house custom-built utility billing software (Water Revenue System). Eventually, it will be fully integrated with a future Customer Information System (CIS).

2) Bill Print & Mail Services

Integrated utility bill print and mail services include printing, folding, inserting, and mailing services City would expect these services to be fully integrated with its existing systems and processes, including its in-house custom-built utility billing software (Water Revenue System). Eventually, it will be fully integrated with a future Customer Information System (CIS).

2.02 BACKGROUND AND CONTEXT INFORMATION

The City of Dayton was incorporated as the Village of Dayton in 1805 and chartered as a City in 1841. The current estimated population is approximately 144,000. The Department of Water operates and maintains the City's municipal utility system, including potable (drinking) water, sanitary sewer, and stormwater. The Department of Public Works manages the City's solid waste collection and recycling functions. The Division of Utility Revenue Administration collectively manages their utility billing services. The Utility Revenue Administration manages over 55,000 residential and 1,800 commercial utility accounts. Utility Billing data is processed daily using an Oracle-based system. The number of bills mailed out weekly fluctuates based on the routes being billed. The City's current Vendor processes approximately 238,000 regular invoices per year. In addition to the regular bills, about 127,000 past due notices, 93,000 shut-off notices, and 7,700 Adjusted/Final notices are processed each year. These notices may also include multiple pages and inserts.

Most accounts are billed quarterly, while some large commercial accounts are billed monthly; the average quarterly residential utility bill is approximately \$160. In addition to City of Dayton customers, the Administration also bills for services for 16 additional communities. Customers can pay their utility bills with cash, check, money order, or credit/debit cards using several payment channels:

- By mail using check or money order.
- In-person at the Treasury Office in City Hall located at 101 W. Third Street, with cash, check, money order, or credit/debit cards.
- Online using debit/credit card or E-Check through the City website at paydaytonwater.com. There is no convenience fee charged to our customers.
- By phone using the City-owned IVR system with debit/credit card by calling the Customer Contact Center at 937-333-3550 and selecting the Billing & Payment option. There is no convenience fee charged.
- With automatic bank draft, automatic ACH Payments may be set up by registering at paydaytonwater.com selecting the payment option, selecting the early pay date (to receive a discount), or the due date for payment.
- Retail payments are accepted at participating retailers on the Pay Near Me network (Family Dollar and CVS) for an additional fee of \$1.99, which is paid to the retailer.

2.03 SCOPE OF WORK

All proposals shall include the following:

1) EBPP Services

The Proposer will provide a platform that electronically presents bills (for viewing online) and processes online payments.

Customer Portal

Electronic bill notifications and the City website must provide a link that transports the customer to a secure (256-bit encryption at a minimum) customer portal, branded as the City of Dayton (paydatonwater.com), with a seamless transition. Once there, the customer has the option to:

- View/print/store their bill
- Make a one-time payment (without registering) or
- Register as a customer to enter the City of Dayton branded customer portal and use advanced self-service features.

Features to consider

- Customer self-service portal:
 - Available 24/7.
 - Must be compliant with ADA requirements (accessible with various text reading software for vision impaired).
 - Ability to display in different languages.
 - Registration must be by email address and password, and the customer must receive an email confirmation to complete the registration process.
 - Vendors must provide customer access when they have forgotten their password and/or no longer use the email address they initially used to register their account.
 - Customers must be able to change their password and email address securely.
- Electronic bill viewing - Preferred to:
 - Look like the City's printed image.
 - Provide billing history (18 Months)
- Billing options should allow for:
 - The election of paper only, electronic only, or paper and electronic bills.
 - The receiving of electronic notifications from the City by email or text (customer must opt-in) that includes the balance due and due date.
- Payment options should allow for choices of:
 - Online registration for recurring payment.
 - Online access for the use of a Credit Card or Debit Card (one-time or registered accounts).
 - Online access to use E-Check (one-time or registered accounts).
 - Save new payment methods (i.e., credit/debit cards and bank accounts for ACH) in their digital wallet.
 - The customer portal should be device-and browser-agnostic, working on any mobile device using Google Chrome, Apple Safari, Mozilla Firefox, or Edge browsers. The customer portal must be mobile responsive, changing based on the screen size it loads on to be readable and maintain all user functionality.
 - Customers can link multiple accounts to their master profile. Customers must be able to pay multiple utility accounts with a single payment. The service must use single sign-on when customers sign in to multiple accounts.
 - Schedule payments in advance.
 - Access to advanced payment methods (e.g., PayPal, Venmo, AmazonPay, GooglePay, and ApplePay) is preferred.
- Communication options should allow for:
 - City email communication to registered customers (customer must opt-in).
 - Text reminders about bills (with easy access to payment elections) (customer must opt-in).
 - Link within Text reminder to access account and pay a bill.

Payment Processing Services

Service must integrate with (or replace) Elavon and US Bank to Provide a Government Payment Solution that provides access to the funds collected daily upon payment by the payee.

Features to consider

- The Provider will provide a breakout of all costs for accepting these forms of payment, including card fees and chargebacks.
- Provider hosted interfaces that support payment processing functions.
- Merchant services for processing must allow the City of Dayton to continue to use their current banking relationships for deposit accounts.
- The City currently does not pass a convenience fee to its customers; therefore, the Vendor's service must support absorbing convenience fees through all payment channels.
- The Provider cannot "net" interchange expenses and fees when depositing funds to the City. The City requires a clear delineation between revenues and expenditures.
- Must be compliant with all applicable Payment Card Industry (PCI) and National Automated Clearing House Association (NACHA) regulations and laws.
- Allow customers to view payments made to their accounts outside of the proposed solution
- Ability to perform voids and credits for credit card and ACH payments made online.
- Service must provide daily and monthly management reports.
- The service must include permissions management and accommodate multiple administrative levels, which can be assigned to allow different functionality based on staff position requirements.
- Customers must have the ability to perform cash payments at walk-in facilities at a large number of retail locations such as Walmart, Kroger, CVS, etc. (e.g., CheckFreePay, PayNear Me, etc.) using a universal bar code.
- It is preferred that the Provider can provide Payment Aggregator Services (lockbox) with a large number of local financial institutions participating in facilitating electronic fund transfers when a customer pays online through their financial institution, reducing the number of paper checks.

Agent Dashboard

- Reporting and administration tools:
 - 100% self-service.
 - Staff must be able to reset their password.
 - If two-step authentication is used, the agent must be provided the option to receive the codes through their City email address.
 - Reporting and reconciliation functionality.
 - The online service must recognize various account statuses (e.g., closed, delinquent, scheduled for shut-off, "cash only") and handle the web presentation differently based on business rules. Customer Service staff can block customers from making ACH and/or Credit Card Payments based on the account status per the City's business rules.
 - Customers scheduled for disconnect must not be allowed to pay less than the past due amount.
 - The online service must alert the customer before allowing them to make a double payment.
 - The online service should notify the staff (preferably multiple staff) when a customer on the shut-off list makes a successful payment.
 - Customer Service staff can set up AutoPay, paperless billing, and more for customers at their request.
 - Review payment and/or email history with the customer.

Security And Risk

Security and Risk Mitigation Methods Including Infrastructure Description.

The Proposer shall notify the City within two (2) hours if any of the City's information is stolen, compromised, or suspected of being compromised via email and phone. The proposer is to provide detailed information on the nature of the breach and what information is known/suspected to have been compromised, known or suspected times, dates and/or method(s) of the breach, and any other pertinent information including, but not limited to remedial steps taken to mitigate risk to the City and to vendor(s) that could result from the breach and to prevent further breaches.

The utility accounts that are to be presented for billing are individual and business utility accounts. These accounts contain confidential and private information that must be protected from loss, theft, identity fraud, or any other form of integrity compromise and/or disclosure security breach.

This complies with Ohio Revised Code Section 1347.12 (<https://codes.ohio.gov/ohio-revised-code/section-1347.12>) and the Code of Ordinances for the City of Dayton OH (https://library.municode.com/oh/dayton/codes/code_of_ordinances?nodeId=TITVPUUT).

EBPP Penalty Offerings

As part of the RFP, the Proposer shall include any service level contract (SLA) information and penalty credit information based on SLA timelines in the following key areas:

- Penalty offer associated with the timelines of presentment and receipt of bill data on the Biller Direct Site (i.e., the processing of bill files received from the biller every business day, so they are available to the consumer within 12 hours of receipt of the bill file). The Proposer shall demonstrate that > 99.0% of all files are processed within the specified window and/or state the associated penalties.
- Penalty offer associated with the timelines on a Consolidator/Distributor (Aggregator) site (i.e., the Provider shall send summary bills every business day to the relevant consolidator(s) within 12 hours of receipt of the bill file at the Vendor). The Proposer shall demonstrate > 99.0% of files are processed within the specified window and/or state the associated penalties.
- Penalty offer associated with the timelines for sending payment data for a biller-direct site using the client's financial institution for payment processing (i.e., payments requested before the cut-off time, the Proposer will create a payment instruction file every banking day and send a payment instruction file to the predefined financial institution for payment processing). The Proposer shall demonstrate that > 99% of payment files are processed by the Vendor within a specified window and/or state the associated penalties.
- Penalty offer associated with e-mail notifications that are expected to be made available to customers within four (4) hours of the event that triggers the notification. The Proposer shall be required to deliver all e-mail content to customers or consumers within four (4) hours of the event that triggered the message and/or state the associated penalties.
- Penalty offer associated with Systems availability via the Internet for all e-bill applications supported by the Proposer. The Proposer is expected to maintain a 99% system uptime, except for scheduled maintenance requiring advanced notice. Advanced notice must be posted to customers forty-eight (48) hours in advance via the website.

The Proposer shall be required to measure and provide standard monthly performance reports associated with the service levels stated above.

EBPP Support

As part of the RFP, the Proposer shall state and include after-hours and on-site support capabilities. The Proposer shall specifically include the process for responding to incident reports and have as part of the process incident classifications (i.e., including definitions) and the Proposer expected durations for the response.

The Proposer shall clearly outline as part of their offering their ability to provide post-production/post-deployment life cycle support for modifications or upgrades made to the EBPP system's software following the system's initial fielding. The ability to provide flexibility of services and a partnership responsive to our customer's needs and requirements due to potential changes and enhancements in a post-production environment is critical. System modifications and upgrades may include but are not limited to multi-system changes, pre-planned product improvements, repair of deficiencies reported by the user, and other types of system change packages. A specific example of potential required support may include significant functionality changes such as moving to monthly billing from quarterly billing sometime within the contract period. The Proposer as part of the response shall consist of the workflow and approach to change management to accommodate product change.

2) Bill Print & Mail Services

Respondent shall be a full-service supplier that prints, folds, inserts, and mails bills and other requested mailings at one facility.

Features to consider

- The ability to securely accept electronic files. Proposer shall describe its ability to receive and submit secure documents.
- Provision of an archival platform for the City (and its customers) to access historical documents. Please provide options for internal storage and the provision of PDF images of documents to a 3rd party platform.
- Please note any support that may be provided for bill design and formatting.
- Describe support options that may include City of Dayton web access to printer's platform for final file review and omit item option, file approval, access to reports, search options, and file history access options.
- Describe options for invoice messaging, inserts, ability to print both static and variable information on the front and back of the invoice.
- The ability to print in either color or black and white.

Form Specifications

The system components must be created, printed, and converted by the Vendor per the provisions detailed in the scope.

WATER BILLS, PAST DUE & SHUT-OFF NOTICES:

SIZE	8 1/2 x 11 or in accordance with the requirements of the lock box provider as it pertains to the remittance portion of the bill.
PAPER	24# White OCR
INK	Two (2) color face*, One color back.
PERFORATION	One (1) additional full width perforation.

*One of the inks must be an OCR dropout.

WATER BILL PAGE TWO

SIZE	8 1/2 x 11
PAPER	24# White OCR
INK	Two (2) color face*, one (1) color back

OUTGOING ENVELOPE

SIZE	4 1/8 x 9 1/2 window envelopes
PAPER	24# White wove
INK	One (1) color face

RETURN ENVELOPE

SIZE	3 7/8 x 8 3/4 window envelopes
PAPER	24# White wove
INK	One (1) color face

2.04 PROJECT PLAN AND DELIVERABLES

The Proposer shall prepare two (2) separate detailed project plans to implement; 1) electronic bill presentment and payment services (EBPP) and 2) bill print and mailing services. The project plans must provide the timeline, from the contract award to Go-Live. Go-Live must be completed no later than March 1, 2022. List the steps required and the anticipated time needed for each step. Include what resources the City and Proposer will need to provide during start-up and over the contract term. In addition, the Proposer shall include in the project plan a timeline and fee proposal for two (2) separate implementation projects, which at a minimum describe the following:

- The critical phases of each component (EBPP and Print/Mail), including a logical description of your organization's approach to implementation including but not limited to:
 - Database collection and mapping for all billing, payments, imaging, and applications
 - Configuration and analysis
 - Printing and EBPP Application deployment
 - Anticipated test plans for all proposed services (The test plan shall be used during the acceptance period to verify that the system has been installed and tested per the Proposer and City of Dayton recommendations).
 - Interfaces between printing and EBPP
 - Reporting
 - Project status meetings
 - Training

- Implementation
 - The projected hours required for each phase
 - The deliverables for each phase
 - The roles for each phase and who will be responsible for each deliverable; City of Dayton and Proposer.
 - The project hours of each role
 - The total cost for each phase (if applicable)

2.05 PROJECT INSTALLATION AND MANAGEMENT

For any items/systems/alternates accepted by the City and made part of the contract, the Proposer shall provide a turnkey solution including but not limited to delivery, installation, configuration, database collection, database entry, testing, training, implementation, and post-implementation support.

Proposer and/or subcontractors are fully authorized/certified to supply, upgrade, install, configure, provide warranty service, and troubleshoot/support the proposed solution.

The Proposer shall provide trained and certified personnel specializing in deploying all items/systems/alternates accepted by the City. The personnel listed in the proposal shall be the personnel assigned to this project. If changes are required, the Proposer shall gain written approval from the City's project manager before assigning substitutes.

The Proposer shall appoint a project manager who shall be the main point of contact regarding the project for the City. The project manager is responsible for the following:

- Managing the project plan that identifies in detail the exact tasks and timelines that the City and Proposer respectively must perform and/or be responsible for to accomplish the system's delivery, installation, and implementation.
- Guaranteeing the work and performance of all employees and subcontractors who the Proposer has hired.
- Completing and submitting all required documentation.
- Attending all project status meetings as required by the City, plus chairing a weekly project status meeting throughout the project.
- Maintaining the project status meeting minutes and distributing them to all participants within two days following the meeting.
- Informing the City of all unexpected conditions and problems that may result in delay. The Proposer must report issues immediately upon discovery and provide the City with the option(s) to resolve them.
- Scheduling and coordination of all implementations.
- Scheduling of all training classes and coordinating all training documentation.
- Providing weekly status updates of pending tasks and details of any changes.

If the Proposer seeks to change the project manager during the project, such change is subject to prior written approval from the City.

The City reserves the right to request a new project manager during the project if the project manager does not perform to the City's satisfaction.

When implementation is complete, the Proposer shall provide the City of Dayton a complete set of software documentation/manuals in electronic format for the EBPP and printing applications.

Training Requirements

- **End-User:** The Proposer shall conduct on-site, hands-on user training sessions for all users, limited to a maximum of twelve (12) people in any one session. Training will be provided at multiple City locations which are yet to be defined. All costs for training shall be included in the proposals.
- **Instruction Manual:** All users are to be provided with a customized instruction manual.
- **Refresher Training:** The Proposer shall offer refresher training classes for each software upgrade or City of Dayton enhancement to the EBPP software solution.

- **Training Media:** Training media from the manufacturer must be left on-site or be accessible through the Internet. The City also has the right to videotape training classes given by the Proposer.

Project Acceptance And Closeout

As this project progresses and nears an implementation date, the following must happen:

- **Punch List:** Work found to be incomplete, unsatisfactory quality, failing to meet the specifications in the RFP package and resulting contract, and/or unacceptable to the City shall be documented in a punch list by the City and provided to the Proposer to rectify.
- **Punch List Approval:** The punch list shall be considered complete only after being signed by the City.

Acceptance: Acceptance shall occur after all of the following conditions have been met:

- All solutions have been delivered, installed, configured, tested, and transitioned into service.
- All of the work has been completed per the contract and RFP specifications.
- Training as specified is complete.
- All of the documentation requirements have been met.
- All outstanding punch list items have been completed.
- The system post-implementation requirements have been completed.
- The Proposer and the City have signed off that the solution is installed and operational per these specifications.

Implementation And Post Implementation Requirements

- **Implementation Support:** Proposer must provide a project team for all implementations, including on-site technical and training support and remote helpdesk support.
- **Application:** The Proposer shall provide a minimum of one (1) application specialist for two (2) business days following the cutover for the EBPP application to assist users and address contact center questions and concerns.

2.06 SOFTWARE UPGRADES AND TECHNICAL SUPPORT

Provide a detailed description of what is included when software upgrades and system maintenance are needed, including the following:

- What type of upgrades are included (e.g., major or release, minor or versions, updates, and patches)?
- Define the time frame that notification will be provided before any upgrade takes place, including testing needs and timelines.
- How are the warranty and maintenance contracts affected when upgrades take place? Will the City incur any cost for an upgrade?
- Will maintenance cover any discrepancies (if found) between the printing side of the application vs. the EBPP web application?
- What is the frequency of each upgrade?
- How are each of the upgrades accomplished/implemented, and what impact do they have on the system availability?
- How are our customers affected?
- What tools and processes are used to manage the upgrades?
- Define hours of support?
- Define access to the test site for the Utility Web Application, EBPP, and mobile app?

2.07 SECURITY OVERVIEW

All work shall be completed in a secure area under direct supervision to ensure that no information is copied or otherwise made available to unauthorized personnel. A non-disclosure contract certifying that all data shall be strictly confidential, all data shall be returned to the City, and all data shall be signed by a proposer officer.

All backup devices that contain confidential City data shall be erased upon completion of the project. Proposer shall warrant the security of all information in its care, custody, and control, and shall assume all liability associated with breaches of this stipulation and shall defend the City, hold it harmless and agree to cover any costs of defense against any action brought against the City for any security-related issues arising from any breach of these conditions. Payment of these costs, however, does not in any way imply that the City shall relinquish any control over how it defends itself against such claims should they arise. The term of these security stipulations and the warranties against them shall survive the expiration and/or termination of any contract resulting from this RFP.

2.08 SUBLETTING WORK

No part of the final contract shall be sublet without prior knowledge and written approval of the City. Suppose the Proposer sublets any part of the contract. In that case, the Proposer shall retain full responsibility to the City for the acts, omissions, security breaches, confidentiality of the records, and failures of the subcontractors and their employees and agents. The Proposer is responsible for acts, omissions, security breaches, the confidentiality of the records, and failures of persons employed by the Proposer and all of its agents, subcontractors, or any other entity involved in the performance of any contract resulting from this RFP.

Proposer shall identify all subcontractors, but in no way shall the City enter into multiple contracts. A single agreement shall be finalized with the selected Proposer. This does not preclude the City from direct purchases for services from other sources.

Successful Proposer shall be solely responsible for delivering the services defined by this RFP and response to same. Proposer shall assume all costs for any subcontractors engaged by the Proposer to execute any contract resulting from this RFP satisfactorily. Proposer shall be held solely responsible for all damages incurred by the City, due to a failure or inadequate performance and/or delivery under the final contract, by its employees, agents, and/or subcontractors.

2.09 PRICING STRUCTURE

The prices proposed will remain firm for acceptance within 120 calendar days after the RFP closing date. Pricing will be scored with the lowest total cost receiving the full amount of points. For respondents who fall after, their costs will be divided into the lowest and multiplied by the total points available. Pricing will be reviewed per the City's Ordinances and Charter in conjunction with the Ohio Revised Code.

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

3.02 PROPOSER AFFIDAVIT. If the successful Proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful Proposer to do business in the State of Ohio shall be furnished. Each Proposer is required to submit with their bid, an Affidavit stating that neither the Proposer nor agents thereof, nor any other party of the Proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so based on the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (RCGO Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to visit <http://daytonhrc.org/business-technical-assistance/certification/> to learn more about PEP and other certification programs, and to review the list of currently certified Minority-Owned, Woman-Owned and Small Business Enterprises.

3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted, or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City or has failed to perform faithfully any previous contract with the City.

3.05 PROPOSER'S INCURRED COSTS. Each Proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the Proposer in response to this RFP shall become the property of the City and shall not be returned. Respondents selected for further negotiations, as well as the Proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Contractor must electronically submit an Affirmative Action Assurance application via the City's online vendor portal (citybots.com) and obtain approval from the Human Relations Council (HRC) to do business with the City. You may contact the HRC for the Rules and Regulations regarding AAA certification at:

Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402
(937) 333-1403 (Office)
(937) 222-4589 (Fax)

Failure to maintain active AAA certification with the HRC may result in termination of the contract and/or denial of future contract awards from the City. AAA certification must be updated annually via citybots.com.

3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms and are subject to change by the City prior to the award of the contract.

ARTICLE 1. TERM

The City intends to enter an agreement for a minimum of three (3) years. The agreement will begin on the date of execution and continue for thirty-six (36) months. At the City's discretion, the agreement may be renewed for a maximum of three (3) two-year (2-year) periods upon approval of the Dayton City Manager and/or Dayton City Commission.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all services necessary to complete the Services that are described in the Scope of Work above, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

Contractor shall submit invoices, not more frequently than monthly, for payment of the Services provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this agreement.

ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one-year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original project as may be necessary to remedy such error.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage. Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees and shall furnish to the City evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this agreement shall also remain the property of Contractor.

ARTICLE 9. TERMINATION

This agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services provided up to the date of termination.

Any such termination shall not relieve the Vendor of any liability to the City for damages sustained by any breach by the Vendor. The City will be under no further monetary obligation or commitment to the Vendor. The City may terminate this contract at any time upon 30 days written notice to the Vendor. In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this agreement.

B. GOVERNING LAW AND VENUE

This agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. COMMUNICATIONS

Any written communication or notice required or permitted by this agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first-class US mail, postage pre-paid to the address specified below:

Company Name: _____

Address: _____

City, State Zip Code _____

Attention: _____

Title: _____

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this agreement as fully and as if specifically, rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this agreement at its option and may bar Contractor from receiving future City contracts.

E. WAIVER

A waiver by the City or Contractor of any breach of this agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this agreement, and the balance of this agreement shall be construed and enforced as if this agreement did not contain the portion or provision.

G. INDEPENDENT CONTRACTOR

By executing this agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this agreement, nothing in this agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

J. AMENDMENT

The parties may mutually agree to amend this agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

L. INTEGRATION

This agreement represents the entire and integrated agreement between the City and Contractor. This agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this agreement.

This agreement represents the entire and integrated agreement between the City and Contractor. This agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this agreement.

M. PCI COMPLIANCE

Bidder/proposer ("Offeror") represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/or debit card revenue transactions on behalf of the City of Dayton that the solution is clearly defined to warrant the following:

1. All computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:
 - a. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,
 - b. Fully compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>).
2. Offeror shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance ("AOC") Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton. https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?aggrement=true&time=1493826893795

Selection one of the following and initial on the adjacent line:

- Not Applicable ("N/A") _____
- Offeror, reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements for the duration of any resulting agreement; current and relevant AOC's are attached to demonstrate satisfaction of these requirements at the time of offer to the City of Dayton. _____

N. LIVING WAGE ORDINANCE

"I certify the proposing entity complies with the City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages."

YES NO



City of Dayton, Ohio
Department of Finance
Division of Utility Revenue Administration

**Electronic Bill Presentment and Payment Processing Services (EBPP)
& Bill Print & Mail Services**

RFP No. 21-029FIN
SEPTEMBER 2021

EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer's name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer's Phone Number: _____

Proposer's Fax Number: _____

Proposer's E-mail Address: _____

Form of Ownership Sole Proprietorship Franchise Partnership Corporation
 Joint Venture LLC Other (Specify): _____

If a corporation, state of incorporation: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. Yes No

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company's Primary Business - State the Proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

Current Pending Lawsuits: Please provide all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office in/nearest to Dayton, Ohio: _____

Federal Identification Number (or SSN if sole proprietorship): ##-#####

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO



City of Dayton, Ohio
Department of Finance
Division of Utility Revenue Administration

**Electronic Bill Presentment and Payment Processing Services (EBPP)
& Bill Print & Mail Services**

RFP No. 21-029FIN
SEPTEMBER 2021

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 21-029FIN. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



City of Dayton, Ohio
Department of Finance
Division of Utility Revenue Administration
**Electronic Bill Presentment and Payment Processing Services (EBPP)
& Bill Print & Mail Services**
RFP No. 21-029FIN
SEPTEMBER 2021

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 31876-21, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City because of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 31876-21.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

Anti-Genocide. The factory or producer does not purchase goods or services from countries or suppliers that have any involvement in the act or acts of genocide.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: _____

Bidding Company: _____

Address: _____

Signature/Title: _____

Federal I.D.#: _____

Phone No.: _____

Fax No.: _____



EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE

Business Income Tax Questionnaire

The following information is required to determine your City of Dayton, Ohio income tax liability, if any, and to set up your account if required.



Type of Tax Filing: (check all that apply)

- 1. Employee Withholding FEIN #
2. Corporate Earnings FEIN #
3. Individual Ownership Earnings SSN #
4. Partnership Earnings FEIN #

Company Name Phone #

Mailing Address City St. Zip

Local Business Address City St. Zip

Check the jurisdictions that we administer that you operate in:

- Dayton City Limits Dayton Wright Brothers Airport Dayton International Airport NONE

Date Business Started in Our Taxing Jurisdiction

Your Accounting Period? Calendar Year or Fiscal Year ending on

Withholding Information *Quarterly Withholding cannot exceed \$600.00

- Do you have employees? Yes or No Date First Employee Started Working in Our Jurisdiction
Do you submit withholdings QUARTERLY* or MONTHLY?
Is this a courtesy withholding for your employees who are residents of the above cities only? Yes or No

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes No

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes No

Do you use Subcontractors? Yes No If so list Names, Addresses, and FEIN or Social Security Numbers below.

If you have filed returns with our office before, show Name and Tax ID #s used, and for what tax years you filed.

Full name of Owner of Company

If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner

If you are not liable to pay taxes in our jurisdiction, please explain why.

Signature Title Date

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov

Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401 (937) 333-3500 ~ Fax (937) 333-4280

CS-25c

THIS PAGE IS INTENTIONALLY LEFT BLANK