



## **Request for Proposals 16-14**

### **MUNICIPAL WEBSITE REDESIGN SERVICES FOR THE PUBLIC INFORMATION DIVISION**

#### **PROPOSALS DUE**

**Wednesday, March 16, 2016  
at 2:00 p.m.**

**City of Aurora  
City Clerk's Office  
44 E Downer Place  
Aurora, Illinois**

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 16-14

**MUNICIPAL WEBSITE REDESIGN SERVICES**

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CITY OF AURORA, ILLINOIS  
REQUET FOR PROPOSALS 16-14

**MUNICIPAL WEBSITE REDESIGN SERVICES**

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Esther L. Phillips  
Director of Purchasing

THOMAS J. WEISNER  
Mayor

CITY OF AURORA  
REQUEST FOR PROPOSALS 16-14

**MUNICIPAL WEBSITE REDESIGN SERVICES  
FOR THE PUBLIC INFORMATION DIVISION**

The City of Aurora invites proposals for the anticipated hire of a qualified provider for the Municipal Website Redesign Services for the Public Information Division.

Sealed Proposals will be received at the office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507, until **2:00 p.m., CST, Wednesday, March 16, 2016** to determine proposals for the anticipated above named service.

Attached please find specifications and other pertinent documents necessary for you to respond to this Request for Proposal (RFP).

**DO NOT SEND OR DELIVER BIDS PROPOSALS** to the Purchasing Division Office.

All proposals are to be submitted on the proposal form provided. Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: "16-14 Municipal Website Redesign Services."

Price Proposals must be submitted in a separate, sealed envelope and clearly marked on the outside: "Pricing for RFP 16-14 Municipal Website Redesign Services."

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to Mrs. Esther Phillips, Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 8:00 am, Monday, March 7, 2016. Questions will be answered via addendum and posted to the City's website at [www.aurora-il.org/Finance/Purchasing/bid\\_invitation](http://www.aurora-il.org/Finance/Purchasing/bid_invitation) by 5:00 pm, Wednesday, March 9, 2016. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the March 7, 2016 8:00 am cut-off date/time.** It is the proposer's responsibility to check the website before submitting their proposal.

The City of Aurora encourages minority business firms to submit proposals and encourages the successful firm to utilize minority businesses as applicable.

**Any Proposer who owes the City money may be disqualified at the City's discretion.**

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the RFP to the lowest responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

CITY OF AURORA

A handwritten signature in cursive script that reads "Esther L. Phillips". The signature is written in dark ink and is positioned above the printed name and title.

Esther L. Phillips  
Director of Purchasing

## **PROPOSER'S CERTIFICATION**

I/We hereby certify that:

- A. A complete set of proposal papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Proposer is not barred from submitting a proposal on the Project, or entering into this Proposal as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

NAME OF CORPORATE/COMPANY OFFICIAL \_\_\_\_\_

PLEASE TYPE OR PRINT CLEARLY

TITLE \_\_\_\_\_

AUTHORIZED OFFICIAL SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

TELEPHONE (\_\_\_\_)\_\_\_\_\_

FAX No. (\_\_\_\_)\_\_\_\_\_

Subscribed and Sworn to

Before me this \_\_\_\_ day

of \_\_\_\_\_, 2016

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS            )  
  )       ss.  
County of Kane                )

**PROPOSER'S TAX CERTIFICATION**

(PROPOSER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the PROPOSER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Proposer deposes, states and certifies that Proposer is not barred from proposing with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Proposer is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By \_\_\_\_\_  
(Signature of Proposer's Executing Officer)

\_\_\_\_\_  
(Print name of Proposer's Executing Officer)

\_\_\_\_\_  
(Title)

ATTEST/WITNESS:

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

(SEAL)

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 16-14

**MUNICIPAL WEBSITE REDESIGN SERVICES**

**INSTRUCTIONS TO PROPOSERS**

**01. REQUIREMENTS OF PROPOSER**

The successful Proposer may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Proposal Package; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

**02. ACCEPTANCE OF PROPOSALS**

- a. Proposer must submit an original response, marked as "original" and four (4) complete paper copies, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.
- b. **In a separate sealed envelope**, submit one (1) set of the proposal pricing.
- c. Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of bids. Proposals shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the proposer to a Proposal. Name of person signing should be typed or printed below the signature.

Envelopes containing proposals must be sealed and addressed to the City of Aurora City Clerk. The name and address of the proposer and the Invitation Number must be shown in the upper left corner of the envelope.

- d. The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date. Proposer agrees to accept a notice of award, if selected, based on the terms of this Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Proposer as a result of that cancellation. Each Proposer is solely responsible for the risk and cost of preparing and submitting a Proposal.



- e. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the RFP, will also be considered. No Proposal will be considered unless the Proposer shall furnish evidence satisfactory to the City that they have the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to them. Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract.

The Proposal will be awarded to the lowest responsive responsible Proposer. In determining the responsibility of any Proposer, the City may take into account other factors such as past records of its or other entities transactions with the Proposer, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Proposer will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Proposer to perform the Work. The Proposer shall furnish any information and data requested by the City for this purpose.

### **03. RECEIPT OF PROPOSALS**

- a. It is suggested that Proposers allow a minimum of four days for delivery through U.S. mail, or Proposals may be delivered to the Office of the City Clerk in person. Overnight courier is acceptable provided timely receipt of Proposals. The City shall not be responsible for late delivery of your Proposal by a third party courier. The Proposer assumes responsibility for late delivery of the mail. It is the sole responsibility of the Proposer to see that their Proposal is received in the proper time.
- b. Any Proposal received by the Office of the City Clerk **after 2:00 p.m. on Wednesday, March 16, 2016** shall be rejected and returned unopened. **There will be no exceptions!**

### **04. WITHDRAWAL OF PROPOSALS**

Proposers are cautioned to verify their proposals before submission. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal or modification of the proposal after it has been opened. Proposers may not withdraw their proposal after the opening without the approval of the Director of Purchasing. Requests to withdraw a proposal must be in writing and properly signed. Proposers may, however, without prejudice, modify or withdraw its proposal by written request, provided that the request is received by the City Clerk prior to the scheduled opening and at the address to which proposals were to be submitted. Following withdrawal or modification of its Proposal, Proposer may submit a new Proposal, provided it is received by the City Clerk prior to the bid proposal due date. No proposal will be opened which is received after the time and date scheduled for the Proposals to be received.

**05. PROPOSAL DEPOSIT**

No Deposit Required.

**06. CITY'S AGENT**

The Director of Purchasing, or delegate, shall represent and act for the City in all matters pertaining to the proposal and RFP in conjunction thereto.

**07. INVESTIGATION**

It shall be the responsibility of the Proposers to make any and all investigations necessary to become thoroughly informed of what is required and specified in the RFP. No plea of ignorance by the Proposers of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer.

Each Proposer submitting a proposal is responsible for examining the complete Request for Proposal Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Proposer, and no relief will be given for errors or omissions by the Proposer. If awarded the contract, the Proposer will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer should have fully informed himself, because of his failure to have so informed himself prior to submitting the bid proposal. The submission of a proposal shall be construed as conclusive evidence that the Proposer has made such examination as is required in this section and that the Proposer is conversant with local facilities and difficulties, the requirements of the Request for Proposal documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its bid proposal for all contingencies.

**08. PROPOSER CAPABILITY**

The City reserves the right to require of the Proposer proof of his/her capability to perform as required by the specifications. However, prequalification of the Proposer shall not be required. The City may, at its option, disqualify a Proposer and reject his proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among Proposers.
- Receipt of more than one proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous Proposal.
- Unreasonable failure to complete a previous Proposal/Bid within the specified time or for being in arrears on an existing Proposal without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
- **Any Proposer who owes the city money may be disqualified at the City's discretion.**

**09. ALTERNATE PROPOSALS**

The specifications are prepared to describe the goods and/or service which the City deemed to be in the best interest to meet its performance requirements. Proposers desiring to submit a Proposal on items which deviate from the stated specifications, but which they believe to be equal, may do so, but all specification deviations must be clearly stated on the form provided in the Proposal Package. The Purchasing Director reserves the right to rule upon specification deviation in a manner as best befits the needs of the City. If a Proposer wishes to submit more than one Proposal, each Proposal, after the first, is to be considered an **alternate**. **THESE PROPOSALS MUST BE PLACED IN SEPARATE ENVELOPES. THE ENVELOPE AND THE PROPOSAL PAGE MUST BE PLAINLY MARKED "ALTERNATE PROPOSAL"**. The Purchasing Director will reject all deviations that amount to a material nonconformity with the specifications of the RFP.

**10. SUBLETTING OR ASSIGNMENT OF CONTRACT**

The Proposer shall not sublet, sell, or assign all, or any portion of the contract, or of the work provided for therein, without the written consent and authorization of the City, and in no case shall such consent relieve said contractor from either, any, or all of the obligations herein entered into, or change the terms of the obligation hereof. The workers on premise shall be employed by the contractor.

**11. AWARD**

It is the intent of the City to award the contract to the lowest responsive, responsible Proposer meeting specifications and/or intent of the RFP. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the Proposal specifications; (b) price; (c) qualifications of the Proposer, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing.

If the Proposer modifies limits, restricts or subjects his proposal to conditions that would change the requirements of the Proposal, this would be considered a conditional or qualified Proposal and will not be accepted. The City reserves the right to delete any item listed in the Proposal.

**12. PAYMENT**

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, agrees to pay for the completion of the work embraced in this Proposal, within forty-five (45) days of the receipt of the invoice.

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

The successful Proposer shall submit invoices via e-mail to:

**[PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org)**

or Fax to **630-256-3559**

or Mail to the following address:

**City of Aurora  
Attn: Purchasing Division  
44 E. Downer Place  
Aurora, IL 60507**

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is ***our preferred method of payment!*** An authorization agreement form is included in this proposal package for your use and convenience.

### **13. PRICES**

The price quoted for services is the full purchase price, including delivery to destination and includes all transportation and handling charges, premiums on bonds, material or service costs and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the duration of the purchase.

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Proposal or his/her authorized representative must initial any alteration in ink.)

### **14. DISCOUNTS**

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

### **15. TAXES**

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax (per Illinois Revised Statutes, Chapter 120, Paragraph 44) upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

### **16. INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS**

Proposers shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the RFP documents. Interpretations, corrections and changes will be made by addendum. Each Proposer shall ascertain prior to submitting a Proposal that all addenda have been received and acknowledged in the Proposal.

**17. DEFAULT**

Time is of the essence of this Proposal and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the Proposal by notice effective when received by Proposer, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Proposer responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

**18. INSPECTION**

The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Proposer's warranty (express or implied).

**19. WARRANTY**

Proposer warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Proposer warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation.

**20. REGULATORY COMPLIANCE**

Proposer represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services.

**21. CANCELLATION**

The City reserves the right to cancel the whole or any part of the Proposal if the Proposer fails to perform any of the provisions in the Proposal or fails to make delivery within the time stated. The Proposer will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

**22. SIGNATURES**

Proposals must be signed by the Proposer with his/her usual signature. Proposals by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

When a corporation submits a Proposal, its agent must present legal evidence that he has lawful authority to sign said Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Proposer, such corporation must present evidence before any Proposal is executed that it is authorized to do business in the State of Illinois. Proposals by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Proposal forms shall be initialed by the person signing the Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Proposer shall be furnished.

### **23. ELIGIBILITY**

By signing this Proposal, the Proposer hereby certifies that they are not barred from bidding on this Proposal as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

### **24. COMPLIANCE WITH LAWS AND REGULATIONS**

The Proposer shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

This Proposal shall be governed by and construed according to the laws of the State of Illinois.

### **25. BONDS AND INSURANCE**

The requirement of a labor and material payment and performance bond will be waived for purpose of this Request for Proposal.

## **26. INSURANCE AND HOLD HARMLESS PROVISION**

At the Proposer's expense, the Proposer shall secure and maintain in effect throughout the duration of this Proposal, insurance of the following kinds and limits to cover all locations of the Proposer's operations. The Proposer shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the Proposal, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left". Upon requested, the awardee of this Proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
  - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
  - (b) \$500,000 per occurrence for Property Damage
  - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
  - (a) Bodily injury with limits not less than \$1,000,000
  - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Proposer shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Proposer agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Proposer or his Subcontractors. The Proposer shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

## **27. WORKERS COMPENSATION ACT**

The Proposer further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Proposer in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Proposer hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the Proposal, and any and all liability resulting thereupon; and said Proposer, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Proposer shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

## **28. MINORITY PARTICIPATION**

The City of Aurora encourages minority business firms to submit Proposers and encourages the successful Proposer to utilized minority businesses as sub-contractors for supplies, equipment, services and construction.

## **29. PROSECUTION OF WORK**

The Proposer shall begin the Work to be performed under the Proposal as specified in the specifications after the execution and acceptance of the Proposal, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the Proposal.

## **30. TIME**

Proposer shall schedule its Work to meet the requirement of the City. Proposer shall perform the Work expeditiously in cooperation with the City's agents, employees, Proposers and subcontractors. Proposer shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, Proposer or subcontractors. Proposer's sole remedy for delay shall be an extension in the Proposal time.



### 31. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this Proposal package shall be directed to Mrs. Esther Phillips, Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 8:00 am, Monday, March 7, 2016. Questions will be answered via addendum and posted to the City's website at [www.aurora-il.org/Finance/Purchasing/bid\\_invitation](http://www.aurora-il.org/Finance/Purchasing/bid_invitation) by 5:00 pm, Wednesday, March 9, 2016. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the March 7, 2016 8:00 am cut-off date/time.**

**It is the responsibility of the interested Proposer to check our website and assure they have received addendum, if any issued, and acknowledge such receipt where indicated.**

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 16-14

**MUNICIPAL WEBSITE REDESIGN SERVICES**

**PROPOSAL SPECIFICATIONS**

**Section 1. Project Introduction and Purpose**

Proposers are required to read and understand all information contained within the entire Request for Proposal package. By responding to this RFP, the Proposer agrees to have read and understand these documents. The City reserves the right to award the bids individually or cumulatively to qualified and responsible Proposers.

**Background:** Located 35 miles west of Chicago, Aurora is the second largest city in Illinois with a population of 200,456. Aurora is known as the "City of Lights" because it was one of the first in the nation to illuminate its streets with electric lights. Situated along the Fox River, the city extends 46 square miles encompassing Kane, DuPage, Kendall and Will counties. Aurora also is home to six public school districts and seven townships.

In 2015, the City of Aurora underwent a year-long extensive and comprehensive re-branding campaign. With a new brandprint focused on the progress and forward-movement of Aurora, the next step is to redesign the City's website – [www.aurora-il.org](http://www.aurora-il.org) – so that it is responsive to the needs of our residents and provides the proper representation of the City of Aurora.

**Purpose:** The City of Aurora (hereinafter "the City") is accepting proposals from qualified firms to redesign the City of Aurora's municipal website, including a new design, a new website structure and a new content management system (CMS).

**Section 2. Minimum Qualifications**

The following are minimum requirements that the vendor must meet in order to be eligible to submit a bid proposal. Responses must clearly show compliance with these minimum qualifications. The City will reject without further consideration those applications that are not clearly responsive to these minimum qualifications.

**General Requirements**

Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the proposal. The Proposal shall include the legal name of the Proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Proposer to a contract. Name of person signing should be typed or printed below the signature.

The contract shall include the issuance of a purchase order. All properly authorized purchases and services of the City shall be evidenced by the issuance of the same. Please be advised that any invoice received by the City not referencing a purchase order number may not be accepted as a valid City obligation.

**Illinois Non-Appropriation Clause:**

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

**Termination for Clause:**

This RFP may be terminated by the City at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement.

Upon such termination, the liabilities of the parties to this contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this contract is terminated due to the City's substantial failure to perform, the Proposer shall be paid for labor and expenses incurred to date, subject to offset of any damages, losses or claims against the City resulting from or relating to Proposer's performance or failure to perform under this agreement.

In the event of termination by the City upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Proposer for services rendered through such phase shall constitute total payment for services. In the event of such termination by the City during any phase of the Basic Services, the Proposer will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

**Response Instructions**

Proposer must submit an original bid response, marked as "original" and four (4) complete paper copies, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

**City of Aurora  
City Clerk's Office  
44 E Downer Place  
Aurora, Illinois 60507**

The City shall not be responsible for late delivery of your Proposal by a third party courier. There will be no exceptions!

**BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.**

## **Proposal Content**

Submission pages must be double-sided (maximum 8½” x 11”) with minimum 10 pt. type. Each side of a page containing evaluation criteria information will be counted toward the page limits outlined above. Submissions exceeding the page limit will be considered non-responsive. Pages that have project photos, charts and/or graphs will be counted towards the page limits outlined above.

Front and back covers, table of contents pages, and divider (tab) pages will NOT be counted toward the page limits, unless they include information that can be evaluated by the selection panel.

Proposals shall be organized using the following submission requirements. The City of Aurora reserves the right to request additional information during the RFP review period.

The following items shall be included in your proposal:

1. **Cover Transmittal Letter** (*1 page max.*) – On company letterhead, provide a narrative which introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this RFP. The letter should be signed by an authorized principal of the proposing consulting firm.
2. **Organization, Personnel and Staffing** (*8 pages max.*) – Provide a brief description of all key personnel to be involved and their relationship to the services to be provided.
  - Include names, titles, licenses, certificates, fields of expertise, and relevant state and local area experience for all proposed personnel and staff.
  - Identify the Project Manager for the proposed services.
  - Complete resumes should be provided as part of an appendix to the proposal.
  - Provide an organization chart which depicts the organization of the project team, including reporting relationships to the Department’s Project Manager and supervision of project team staff.
  - Indicate the on-site availability for project manager as well as other staff during the lifetime of the project.
3. **Firm Qualifications, Experience and References** (*4 pages max.*) – Provide a narrative describing the firm’s qualifications to perform the project work, including past (relevant) experience and at least three client references, with contact names and information. Include information regarding your firm’s experience involving the size and level of complexity of the proposed project. Qualifications and experience for proposed sub-consultants, if applicable, should also be included.
4. **Project Experience and History** (*10 pages max*) – Describe your firm’s/team/s experience in municipal website redesign. Provide 3-5 examples of similar or relevant website redesign projects undertaken by your firm. The history should include:
  - a. Customer Name
  - b. Project Name
  - c. Award Amount
  - d. Award Date
  - e. Completion Date
  - f. Reference Contact
  - g. General Description of Project

5. **Work Plan/Approach** (6 pages max.) – Provide a narrative which shows your firm’s understanding of the project’s requirements and documents a logical technical approach to the project scope of work. Include a general work plan as well as the proposed approach to undertaking the scope of work described in Appendix B. The narrative should include industry “best practices” used in your intended analysis.
- Using the scope of work presented in this RFP, propose a work plan detailing major tasks and subtasks and the work to be conducted in each. For each task, detail the number of hours by staff level and the hourly rate for each staff level. Extrapolate the total cost for each major task and for each staff level for a total project cost.
  - If specific project team members are critical to specific tasks, identify where they will be utilized and/or committed.
  - Identify appropriate assumptions and considerations that could impact the scope and timeline for completing each task.
  - Describe how your company will provide initial training for the City’s appointed content users. In addition, describe how you will provide on-going support by job title, including project management, development, help desk support and training as separate items. Preference will be given to vendors that provide support as an unlimited part of ongoing services, within reason, rather than a pay-per-use system that discourages customer questions and interaction.
6. **Project Management and Invoicing** (5 pages max.) – Describe how your firm intends to manage all aspects of the work to be performed, including schedules for completion of tasks/subtasks, procedures for scheduling and cost control. The Project management proposal must include:
- Kick off meeting.
  - Regularly scheduled project team meetings.
  - Written progress reports.
  - Issue/risk management techniques.
  - Invoicing system to support all work conducted
7. **Task Timelines** (2 pages max.) – Based upon the proposed project approach and work plan, provide a detailed project schedule that illustrates the duration of each task/subtask and identifies results and deliverable milestones.
8. **Fees/Cost for Services** (2 pages max.) – Submit fees in a **separate sealed envelope** to be included in the overall RFP Submission with the Respondent’s name and address clearly indicated on the envelope along with the project description as indicated below:

Proposer’s Name

Pricing – RFP 16-14 Municipal Website Redesign Services

Describe the amounts (total fee) that will be charged, and the breakdown of the portions of the deliverables for this RFP. The deliverables include Website Redesign, a new website structure, new content management system, implementation, on-going technical training and design support, and long-term management. Include a separate hourly rates schedule of fees for all proposed team members and a total project cost. Also provide pricing for any proposed equipment, software, or hardware costs and any other related expenses for the project. Discuss any budget control measures of your firm and proposed sub-consultants.

The Fees/Cost for Services will not be used to automatically disqualify any Respondent from consideration, rather it will be a consideration in the final selection and negotiation of the contract with the top ranked Respondent.

9. **Executive Summary** (*1 page max.*) – Provide a brief summary addressing your understanding of the City of Aurora needs and how you can meet those needs. Include your firm’s experience in municipal website redesign and include a development of the opinion of probable costs.
10. **Proposed Contract** (5 pages max.) – Provide a proposed contract for the engagement signed by an officer of the firm with the authority to bind the firm. The contract will include the following provision: “The City of Aurora Request for Proposals (RFP): 16-14 Municipal Website Redesign Services, is hereby included as an integral part of this contract. In event of a conflict between this contract and the RFP, the terms of the RFP shall prevail.”

### **Section 3. Selection of Firm**

The Proposals will be evaluated as follows:

**Step One:** Statement of Qualifications - The City will appoint a selection committee to evaluate each Proposer focusing initially on qualifications. The Selection Committee will rank the Respondents.

**Step Two:** Interviews/Presentations - The City will contact and interview references provided by each Respondent. The Selection Committee may then make a selection solely based on their collective evaluations of the Proposers’ RFP.

The Selection Committee may conduct interviews regarding the project with the shortlisted top-ranked Proposers. Interview invitation letters shall be sent to the shortlisted top-ranked Proposers with specific interview location and anticipated interview format.

Respondents may present using any media format they choose, but the City provides no material or technical support. Respondents must leave any storyboards, other presentation items, and a hard copy of any presentation materials, with the City for consideration.

**Step Three:** Negotiations - The City will enter into negotiations based on their submitted Fee Proposal with the highest ranked Proposer to finalize a contract for the project. If a contract cannot be successfully negotiated with the highest ranked Proposer, then negotiations will be terminated with that Proposer and the City will enter negotiations with the next highest ranked Proposer until an agreement is reached or an impasse is declared.

#### **Section 4. Proposed Project Schedule**

Responses will be accepted until 2:00 PM on Wednesday, March 16, 2016 CST at the City of Aurora City Clerk's Office located at City Hall, 44 E Downer Place, Aurora, IL 60505. Responses cannot be accepted at any other location, or after the published due date and time.

<b>Milestone</b>	<b>Timeframe</b>
RFP Issuance	Sunday, February 21, 2016
Questions Due	8:00 am, Monday, March 7, 2016
Final Addenda Issuance	5:00 pm, Wednesday, March 9, 2016
Vendor Responses Due	2:00 pm, Wednesday, March 16, 2016
Notify Selected Vendors of Demonstration Dates (if requested)	March 2016 – April 2016
Vendor Selection	April 2016 – May 2016
City Approval	May 2016 – June 2016
Implementation	TBD

#### **Questions and Addenda**

Inquiries and/or questions pertaining to the provisions and specifications of this Proposal package shall be directed to Mrs. Esther Phillips, Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 8:00 am, Monday, March 7, 2016. Questions will be answered via addendum and posted to the City's website at [www.aurora-il.org/Finance/Purchasing/bid\\_invitation](http://www.aurora-il.org/Finance/Purchasing/bid_invitation) by 5:00 pm, Wednesday, March 9, 2016. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the March 7, 2016 8:00 am cut-off date/time.**

**It is the responsibility of the interested Proposer to check our website and assure they have received addendum, if any issued, and acknowledge such receipt where indicated.**

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 16-14

**MUNICIPAL WEBSITE REDESIGN SERVICES**

**STATEMENT OF WORK**

**SCOPE OF SERVICES**

The CONTRACTOR will redesign the City of Aurora’s municipal website, including a new design, a new website structure and a new Content Management System (CMS). A final scope of work will be developed by agreement with the City and the CONTRACTOR. The following acts only as a preliminary scope to generally communicate the City’s expectations. Proposals for redesign of the website and CMS should include or account for, but not be limited to, the following:

- A. Create a highly useable website designed and organized in a dynamic manner, allowing viewers to easily find information via computer or mobile devices.
- B. Convey a sense of place and organizational culture consistent with the city brand.
- C. Demonstrate the city’s commitment to transparency and high-quality customer service through measurable objectives by increasing available self-service options for the public.
- D. Act as a marketing tool for the City of Aurora, providing users with news about city projects and events.
- E. Consolidate and migrate existing content to new website.
- F. Incorporate various specific needs of each department and the community as a whole into the overall design.

**REQUIREMENTS**

The new CMS should provide, at a minimum, secure user and group administration, easy-to-use YSIWYG interface for maintaining and updating content, collaborative authoring, content approval and workflow, content versioning, content scheduling, document and image management, integration with Microsoft Word, re-usable widgets and content, printer-friendly pages, and unlimited page or content creation. The new CMS should also include:

**1. Navigation Management with the following features:**

- Content categories: Ability to sort site content into categories, making the content easy to target to different pages.
- Drop down menus: Ability for website users to quickly view, locate and navigate information.
- Error 404 (page not found): Ability for website to display custom Error 404 (page not found) page when the requested page is not available.



- External link splash page: Website should be able to generate an external link splash page for pages that take users outside of the city site.
- Link redirect: Ability to create vanity URLs, short URLs, and redirect links to pages on the city's website.
- Navigation control: Ability to add new pages or move pages anywhere within the website to make it easy and accessible for website visitors. Ability to modify the default navigation settings, including but not limited to hiding/displaying navigation menu items and allowing the inclusion of menu items stored under different sites. \Navigation levels: Ability to use multiple levels and paths of navigation to the same resource.
- New windows: A new window should open whenever the user clicks on a PDF or on an external link (see "external link splash page" above). For all other links, refresh the current/main window.

**2. Calendar System (Monthly, Weekly, Daily and Yearly views); Ability for users to have the following features:**

- Find events
- Recurring events function
- HTML editing capabilities, including ability to include photos and links
- Automatic archiving
- Integration with e-notifications
- Ability to create and assign filtering categories to events
- Ability to control which events to include on the homepage of the site Ability to apply different calendar formats, including monthly calendar and a listing of events
- Automatic RSS feed

**3. Maps:**

Incorporate City's Geographical Information System (GIS) maps and/or data to show aerial and street level views of all city buildings, parks, community centers, etc. Provide door-to-door directions, brief information and links to other pages within the site.

**4. Community outreach, media and social networking integrating features for social media:**

- Online Newsroom/Calendar: Ability to post news to a page or pages on the site. News should have the ability to be automatically archived at a predefined time after publishing and scheduled to be published at a future date and time. News headlines should have the option to be displayed on the homepage in an order defined by staff.
- E-notifications and subscription based newsletters: Ability to have people sign up for e-newsletters and the city to send out e-notifications to individuals signed up for an e-news list such as Constant Contact.
- Audio and video embedding: Ability to imbed audio and video in to website pages.

- Forwarding page feature: Ability to forward pages to friends, coworkers, etc. using a simple form that asks for the sender and recipients email addresses and allows for the ability for the sender to place a short message to the recipient.
- Integrated current social media tools: Integration with social networking websites, including the ability to selectively update Facebook, Twitter, Instagram and other social media networks with the content management system as staff updates the website.
- Ability for site visitors to share site content through their social media channels including, but not limited to, Twitter and Facebook, as well as the ability to integrate future social media tools
- RSS Feed Reader: Ability for staff to set up feed readers for important city information
- RSS Feeds: Ability for users to sign up to receive RSS feeds
- Integration of third-party sites and services; third party tools, features and databases should have the same look and feel as the city's website and the links to the third-party websites should be integrated into the site's navigation:
- Live streaming of city's government TV channel – ACTV, and integration with Granicus, the city's video streaming service for videos and City meetings
- Digital Map Products (GIS mapping services)

## **5. City Branding:**

- Consistent look and feel of website: Throughout the website the look and feel should be consistent and convey the city brand, including, but not limited to typography, photography, logo and other graphic elements and color scheme.
- Homepage design: The homepage design should convey a sense of place and the city brand, with the search feature prominently displayed.
- Department homepage designs: Department homepage should provide the same functionality as the homepage but for a specific department.

## **6. Convenient User Experience:**

- Enhance access to, and improve usability to promote City's online services and resources
- Provide a maximum page loading speed of three seconds on commercially available DSL and cable connections
- Provide a smooth transition from page to page with limited distortion while loading
- Fully functional, both viewing and editing, with the major browsers and operating systems on PC and Mac.

- Ensure implementation is functional with the current versions and one version back of major browsers and operating systems. Example: Windows 8.1/IE 10 and Mac OS X/Mavericks.
- The site will be required to support browser versions that are more than 3 years old where the older version still accounts for 10% of sites Web traffic.
- The site will not be required to support any browser that is no longer available for download from the manufacturer's website or whose manufacturer has ceased development.
- The site will not support browsers for operating systems that are not currently supported by the OS' manufacturing company, or whose manufacturer has ceased development.
- Functional (viewing and editing) with all major mobile devices. The website will be easy to use (for viewers and content managers) with all major mobile devices, including but not limited to: Tablets – iPad, Samsung Tablet, MS Surface, Smart Phones – iPhone, Blackberry, Android and Windows Mobile phones.

**7. Comply with Americans with Disabilities Act Section 508 and World Wide Web Consortium Standards:**

- Site should be accessible to those with disabilities. The final design must comply with all requirements of Web Content Accessibility Guidelines, WCAG 2.0 (Minimum Level AA).
- Site should have the ability to scale fonts to increase the overall size of the font on each page.
- Cascading style sheets will be utilized to ensure consistency and separation of content and design.
- Ability for user to place alt-tags on images and inline links that automatically generate with photo and inline links.
- The site will support W3C standards as much as technology will allow, so long as it does not reduce the active functionality of the site to our supported users.
- Ensure the site is HTML5 and CSS3 compliant.

**8. Search Engine Optimization (SEO) and Site Search functionality:**

- The site should provide for search engine optimization to allow the highest possible ranking of the individual pages with in the site from all major search providers, including but not limited to Bing, Google, MSN Search, and Yahoo!
- The site should be accessible by spiders for the purpose of indexing the site.
- The site should be structured in a manner that spiders can crawl easily.
- The site should provide meta title and meta descriptions tags that can be maintained by city staff.

- The site should provide robust and prominent smart search functionality that allows users to type in a word or phrase in order to find information on the site.
- The search feature should be able to provide results for a single word, combination of words, or the exact phrase searching using quotation marks.
- The search feature should be able to auto correct and/or provide results that best match misspelled words or phrases.
- The search feature should be able to provide “Best Bet” results.
- The search feature should be able to search both HTML pages and documents, such as PDF files and Microsoft Word documents.
- Results will be returned in order of relevance based on the frequency of the search words in the page content or metadata and results can be browsed by category.
- Users should be able to browse search results within different content types, such as documents, event calendar and news.

## **9. Responsive Site Design:**

Any new website design for this project should be easily viewable from a desktop, tablet or mobile device of any manufacturer. The user experience should be similar across all devices, allowing for differences in device layouts or requirements. (i.e. many sites optimized for smartphones have the menu as a touchable icon, rather than immediately visible navigation links).

## **10. Data and file migration from existing site and integration into new site:**

Understanding that this RFP provides the City with the opportunity to restructure and update its content, the City has a significant investment in the existing content and files. Proposals should include the necessary process for migrating the data and files from the existing CMS into any new or upgraded CMS. This includes integrating the existing content into the new design, navigation structure and site.

## **11. Secure, fault tolerant and highly available hosted environment to support site development and deployment to the public including:**

- Unlimited bandwidth for peak demands
- Backup services with the ability to restore the site to a “point in time”
- Site redundancy at multiple locations
- Provide up time level of 99.9% with a financially backed guarantee

## **12. On-going technical training and design support:**

Describe how your company will provide initial training for the City’s appointed content users. In addition, describe how you will provide on-going support by job title, including project management, development, help desk support and training as separate items. Preference will be given to vendors that provide support as an unlimited part of ongoing services, within reason, rather than a pay-per-use system that discourages customer questions and interaction.

- Provide on-going tech support services for issues with the site and any future development.
- Provide optional maintenance and development service plans as needed.

### **13. Translation:**

Ability to translate information on website in to different language, with an emphasis on Spanish.

### **14. Reports:**

- Analytic reports: Ability to create website reports that analyze website traffic
- Broken links reports: Displays the pages containing broken links and highlights the exact locations of the broken links within each page. Administrator can click on the page's URL to fix the broken links
- Misspelled words reports: Displays the pages containing misspelled words and highlights the misspelled words on that page. Administrator can click on the page's URL to fix the misspelled words
- Hot-links reports: Displays the URLs of all pages linked from a specified page

### **15. Long-term Management:**

Include a strategy for the long-term management of the website's architecture and Content Management System including:

- Maintenance of website architecture
- Technical support of CMS
- Assistance with implementation of third party software to the website
- Potential re-design in three to five years

### **16. Optional features and services including, for example but not limited to, those listed below:**

- Calendar features: Ability to include PDFs as well as photos and links
- Photo gallery/slideshow: Gallery should house photos of city locations, events and programs for website users to view
- Search and replace: Ability to search all pages on the website for certain words and replace the old word with a new word in one step
- Site map generator: Ability to allow users to navigate from a central sitemap where they are able to see a snapshot of the overall website structure. Changes made to a page on the website are automatically updated on the site map
- Staff directory: Directory of city staff, departments and other related agencies with contact information and description of their role or area of specialization

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 16-14

**MUNICIPAL WEBSITE REDESIGN SERVICES**

**CONTACT INFORMATION**

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information:      Ph: \_\_\_\_\_

To place an order:

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

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Billing & Invoicing question:

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

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Questions:

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

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 16-14

**MUNICIPAL WEBSITE REDESIGN SERVICES**

**PROPOSAL FORM**

**Proposal Due Date & Time:            2:00 p.m. CST, Wednesday, March 16, 2016**

**To:    City of Aurora  
      City Clerk's Office  
      44 E Downer Place  
      Aurora, Illinois 60507**

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: \_\_\_\_\_

- I.    The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other RFP documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the bid solicitation documents. The items in this Request for Proposal, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the Proposal.
  - A.   The Vendor shall also include with their proposal any necessary literature, samples, etc., as required within the Request for Proposal, Proposal Specifications and Statement of Work.
  - B.   For purposes of this offer, the terms Offeror, Proposer, Respondent, and Vendor are used interchangeably.
- II.   In submitting this Offer, the Vendor acknowledges:
  - A.   All proposal documents have been examined: Proposal Specifications, Statement of Work, and the following addenda:

No.\_\_\_\_\_, No.\_\_\_\_\_, No.\_\_\_\_\_, (Vendor to acknowledge addenda here.)

Proposer's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 16-14

**MUNICIPAL WEBSITE REDESIGN SERVICES**

**PROPOSAL FORM**

I/We propose to provide the objectives specified on the attached Proposal Specifications (Appendix A) and Statement of Work (Appendix B) at the following delivered price.

**Completed design and map, development and  
Implementation of a Municipal Website Redesign:** \$ \_\_\_\_\_

**Attach detail cost breakdown, including on-going technical training, design support and long term management costs.**

Complete design and implementation will be completed in \_\_\_\_\_ working days upon receipt of order.

All prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07. No additional charges over base price will be accepted without written approval of the Purchasing Director.

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the RFP to the lowest responsible proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

**SUBMITTED BY**

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PREPARER'S NAME \_\_\_\_\_  
Please Type

AUTHORIZED SIGNATURE \_\_\_\_\_  
Title

EMAIL \_\_\_\_\_

PHONE #(\_\_\_\_\_) \_\_\_\_\_ FAX # (\_\_\_\_\_) \_\_\_\_\_ DATE \_\_\_\_\_



CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 16-14

**MUNICIPAL WEBSITE REDESIGN SERVICES**

**PROPOSAL FORM**

“AFFIDAVIT: I (We) hereby certify and affirm that my (our) proposal was prepared independently on this work, that it contains no fees or amounts other than for the legitimate execution of the work as specified, and that it includes no understandings or agreements in restraint of trade.”

(If an Individual)

Signature of Bidder \_\_\_\_\_ (SEAL)

**Business Address** \_\_\_\_\_  
\_\_\_\_\_

(If a Co-partnership)

Firm name \_\_\_\_\_ (SEAL)

Signed by \_\_\_\_\_ (SEAL)

**Business Address** \_\_\_\_\_  
\_\_\_\_\_

Insert Names  
and Addresses  
of all Members  
of the Firm \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a Corporation)

Corporate Name \_\_\_\_\_  
Signed by \_\_\_\_\_, President

**Business Address** \_\_\_\_\_  
\_\_\_\_\_

Insert (President)\_\_\_\_\_

CORPORATE SEAL Names of (Secretary)\_\_\_\_\_

Officers (Treasurer)\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

(Note: Bidders should not add any conditions or qualifying statements to this bid for the bid may be declared irregular as being not responsive to the advertisement for bids.)

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 16-14

**MUNICIPAL WEBSITE REDESIGN SERVICES**

**PROPOSAL SUBMITTAL CHECKLIST**

Each Proposal must be placed in an envelope, sealed, and clearly marked on the outside: “16-14 Municipal Website Redesign Services.” In order to be considered responsive, the proposer must submit all of the following items in their sealed envelope:

- \_\_\_\_\_ Proposal Content (Appendix A, Page 3)
- \_\_\_\_\_ Proposer’s Certification (Page 1)
- \_\_\_\_\_ Proposer’s Tax Certification (Page 2)
- \_\_\_\_\_ Contact Information (Appendix C)
- \_\_\_\_\_ Vendor Application (Appendix F)

Each Price Proposal must be placed in a **separate, sealed envelope**, and clearly marked on the outside: “Price Proposal – RFP 16-14 Municipal Website Redesign Services.

- \_\_\_\_\_ Proposal Form (Appendix D)

## **APPENDIX F**

### **VENDOR APPLICATION PACKET**



## CITY OF LIGHTS

THOMAS J. WEISNER  
Mayor

Dear Vendor:

Thank you for your interest in doing business with the City of Aurora. Each year, the City buys a variety of products ranging from office supplies to equipment to a wide range of professional and technical services. These purchases are accomplished through the Purchasing Division of the City's Finance Department.

Vendors who wish to do business with the City of Aurora must first take steps to become aware of the materials, supplies, equipment or services sought by the City. Vendors should also register to receive notice of the City's procurement needs. To ensure you receive notice of the procurement activities most appropriate to you, please complete the enclosed Forms. Please be sure to provide a description of the products you offer on the Vendor Application form where indicated. The City sends copies of bid specifications to vendors registered for the specific products and services. We also advertise bids on our website at [www.aurora-il.org/finance/purchasing/bid\\_invitation](http://www.aurora-il.org/finance/purchasing/bid_invitation) and in our local newspaper, the *Aurora Beacon News*. Most nonconstruction bid packages can be downloaded from the City's website.

The City of Aurora encourages the participation of businesses owned by minorities, women, and disabled persons (MWDP) in the City's procurement process as well as self-declared vendors. If you have obtained certification by one of the following programs and agencies, please provide a current certification certificate with your Vendor Application Form.

1. Illinois Unified Certification Program
2. Illinois Department of Central Management Services (CMS) Business Enterprise Program
3. Illinois Department of Transportation
4. Women's Business Development Center

If you have questions on how to become a vendor of the City, please call or write:

City of Aurora  
Purchasing Division of the Finance Department  
44 E. Downer Place  
Aurora, Illinois 60505  
630-256-3550

We look forward to doing business with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Weisner", with a stylized flourish at the end.

Thomas J. Weisner



**PURCHASING DIVISION**

44 East Downer Place  
Aurora, Illinois 60507

(630) 256-3550 (phone)

(630) 256-3559 (fax)

**VENDOR APPLICATION FORM**

Please fill in all spaces, Insert "NA" in blocks not applicable.  
TYPE OR PRINT ALL ENTRIES.

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

<b>COMPANY</b>		<b>HOW LONG IN PRESENT BUSINESS?</b>	
<b>ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
<b>CONTACT PERSON</b>	<b>PHONE AND EXTENSION</b>	<b>FAX NUMBER</b>	
<b>EMAIL ADDRESS</b>			
<b>TYPE OF ORGANIZATION</b> (Check Applicable) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		If Incorporated, indicate in which State	
Year Established: _____		Number of Employees working in Aurora: _____	
<b>CATEGORY</b> (Check below the category which applies to the applicant) <input type="checkbox"/> (A) Manufacturer or Producer <input type="checkbox"/> (C) Retailer <input type="checkbox"/> (E) Distributor <input type="checkbox"/> (B) Wholesaler <input type="checkbox"/> (D) Manufacturer's Agent <input type="checkbox"/> (F) Service Establishment			
<b>TYPE OF PRODUCT/SERVICE REQUESTING TO BID ON:</b>			
<b>NAMES OF OFFICERS, MEMBERS OR OWNERS OF CONCERN, PARTNERSHIP, ETC.</b>			
(A) PRESIDENT		(B) VICE PRESIDENT	
(C) SECRETARY		(D) TREASURER	
(E) OWNERS OR PARTNERS			
(F) IF (A) THRU (E) EMPLOYED BY STATE OR LOCAL GOVERNMENT STATE UNIT OF GOVERNMENT			
<b>TAXPAYER'S I.D. NO.</b>  FEIN _____  <div style="text-align: center;">or</div> S.S. No. _____		<b>INSURANCE INFORMATION</b> (Check Applicable)  LIABILITY INSURANCE:    \$1,000,000    \$2,000,000    \$5,000,000    Other Minimum acceptable limits are \$1M per occurrence, \$2M general aggregate (some projects/bids may also require higher limits and/or excess liability coverage). <b>It is required that the City of Aurora be named as a primary, non-contributory additional insured.</b> Insurance Co. _____	
Completed W-9 Form required		Attach a copy of your current certificate of insurance	
<b>PERSON(S) AUTHORIZED TO SIGN QUOTES, PROPOSALS, BIDS AND CONTRACTS:</b>			
<b>NAME</b>		<b>OFFICIAL CAPACITY</b>	

**MINORITY/WOMEN/DISABLED BUSINESS**

The City of Aurora has established a Procurement Development Program designed to encourage city procurement from businesses owned by minorities, women, and disabled persons (MWDP).

Please enclose a current copy of your minority status certification from one of the below agencies with this application to register as a minority group member.

- Illinois Unified Certification Program
- Illinois Department of Central Management Services (CMS) Business Enterprise Program
- Illinois Department of Transportation
- Women's Business Development Center

**MINORITY GROUP MEMBER** Please check the applicable box(es).

NOTE: Do not complete this section unless you have attached a certification from one of the listed agencies.

Minority Business Enterprise

Women Business Enterprise

Disabled Business Enterprise

**The City of Aurora also recognizes procurement actions with self-declared (non-certified) MWDP businesses. Please check the applicable box below.**

☐

African American

☐

Hispanic American

☐

Native American

☐

Asian-Pacific American

☐

Women-Owned

☐

Disabled

**References:**

Please provide name, address and phone number of references.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

\_\_\_\_\_  
**Signature of Person Authorized to Sign this Application**

\_\_\_\_\_  
**Name and Title of Person Signing (Type or Print)**

**USE BY CITY OF AURORA ONLY**

<b>VENDOR NUMBER:</b>	<b>APPROVED BY:</b>	<b>DATE:</b>
<b>COMMODITY CODE:</b>	<b>MINORITY STATUS:</b>	



CITY OF LIGHTS

THOMAS J. WEISNER  
Mayor

Purchasing Division | Finance Department

Esther L. Phillips  
Director of Purchasing

**CITY OF AURORA  
PURCHASE ORDER REQUIREMENT POLICY  
ACKNOWLEDGEMENT FORM**

I/we hereby acknowledge and will comply with the following **Purchase Order Requirement Policy** of the City of Aurora.

*All properly authorized purchases of the City of Aurora must be evidenced by the issuance of a purchase order. A city purchase order number must be reflected on a vendor's invoice in order to ensure that purchases are made by authorized individuals for appropriate municipal purposes.*

*Any invoice received by the City of Aurora which is not supported by a purchase order will not be accepted as a valid city obligation. The invoice will be returned to the vendor without the city processing it for payment. This policy does not restrict city employees from making purchases on behalf of the city government with a credit card.*

*Notwithstanding the above, a city employee may make **emergency purchases** during non-business hours (i.e., without a purchase order) when goods or services are "urgently and imminently necessary for the preservation of life, health, and property." **Prior to allowing an emergency purchase on behalf of the city, a vendor must obtain authorization from a member of the city's Purchasing Division Staff:***

Purchasing Division	630-256-3550
Esther Phillips	630-688-0245
Jolene Coulter	708-846-8811

**Company Name:** \_\_\_\_\_

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

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

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

**Contact:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

If you desire to receive purchase orders electronically, please provide your email address below:

**Email Address:** \_\_\_\_\_

Invoices may be submitted to the city's Purchasing Division via email to: **PurchasingDL@aurora-il.org**.

City of Aurora, Purchasing Division  
44 East Downer Place  
Aurora, Illinois 60507  
Fax: 630-256-3559  
Email: [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org)

CITY OF AURORA

**Electronic Funds Transfer Agreement**

THE CITY OF AURORA (Purchaser) agrees to remit payment(s) to \_\_\_\_\_  
(Seller) through electronic funds transfer (EFT) in accordance to the following terms and conditions:

1. This form is solely for authorization to remit payments via EFT in accordance with the National Automated Clearing House Association's Corporate Trade Payment Rules.
2. In order to ensure timely and accurate application of each EFT payment, you must submit your Bank Name, Account Name, Account Number, ABA Number, Account Type, and email for remittance notification.
3. The Purchaser will use CCD format with addendum information to the Seller's financial institution. If unable to transmit addendum information, remittance detail will be sent to the email address identified on this form.
4. The Purchaser will provide email notification to the email address provided by Seller to help ensure each EFT submitted is accurately and promptly applied to the appropriate invoice(s).
5. Although submitting payment EFT, Purchaser's payment terms will remain the same in accordance to the Illinois Local Government Prompt Payment Act, except that Purchaser shall not be liable for payments not made within the allotted time due to Seller's bank inability to receive EFT payments, including, without limitation, bank computer software/hardware related issues.
6. Any cash discount period shall extend to the date that the invoice is paid.
7. All EFT transactions will be for credit to City of Aurora account(s) only. Adjustments may be made against payments to compensate for payments made in error.
8. Either Purchaser or Seller may terminate the use of EFT by written notice to the other at least thirty (30) days before the desired termination date.
9. Written notice to Purchaser shall be addressed to:

CITY OF AURORA  
44 E. Downer Place  
Aurora, IL 60507  
Attention: Esther L. Phillips, Director of Purchasing

Written notice to Seller shall be addressed to:

\_\_\_\_\_  
(Contact Name) (Address) (Phone)

10. Seller Bank Information:

A voided check or bank paperwork showing the bank name, routing number, account name and account number into which the funds are to be deposited **is required**. Deposit slips are not acceptable.

Email for remittance notification: \_\_\_\_\_

City of Aurora Account No. with your institution (if applicable): \_\_\_\_\_



11. Seller Contact Information:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

If you are able to meet all of the EFT requirements and you would like to proceed with being set-up via EFT payment, please sign and date below.

Agreed to:  _____ (Seller – Company Name)	Agreed to:  City of Aurora (Purchaser) _____ By <i>Esther L. Phillips</i> (Signature)
By _____ (Signature)	By _____ (Signature)
_____ (Print Name)	Esther L. Phillips (Print Name)
Date _____	Date _____

**NOTE:** Occasionally certain payments to the Seller may be used by the Purchaser to acquire reimbursements from a third party such as the Federal government. By signing this agreement, the Seller agrees, upon the Purchaser's request, to provide a notarized letter which is an acceptable proof of payment, noting the time of service, payment amount and project, if any.

**REQUIRED:** Please ensure you attach a voided check or bank paperwork showing the bank name, routing number, account name and account number into which the funds are to be deposited. Deposit slips are not acceptable.

For Purchasing Use Only	
Vendor No.	
Entered by:	

## 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 (required): <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"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	

Requester's name and address (optional)  
**CITY OF AURORA, ILLINOIS**  
**44 E DOWNER PLACE**  
**AURORA, IL 60507-2067**

### 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.

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

Social security number								
				-				
Employer identification number								
				-				

### Part II Certification

Under penalties of perjury, I certify that:

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

**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.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

### 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

### 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> 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 <sup>4</sup>
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.

**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.

### 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.