



*Finance Department  
Central Services Division*

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**Section 1**  
**RFP Instructions**  
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**CITY OF ROCKFORD, ILLINOIS—RFP AND CONTRACT GENERAL CONDITIONS  
(LOCAL FUNDS)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No paper copies or non-conforming Certified Payroll reports will be accepted. The City reserves the right to withhold payment due to the awarded vendor until the vendor complies with this or any other provision of the Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**34. Compliance with Stormwater Management Ordinance and Environmental Consent Decree.** Vendor must comply with the City's Stormwater Management Ordinance. For work performed on the stormwater system, including projects only requiring erosion and sediment control measures, acknowledgement of receipt of the USEPA issued Environmental Consent Decree is required. It is also required that Vendor retain all invoices, work orders and/or other records of work performed in drainage areas for three (3) years beyond the end of the consent decree, estimated to be 12/31/2022. These records are subject to audit and are to be made available immediately upon request by the City or the Federal and State Environmental Protection Agency (EPA). Additionally, there may be other records provided that Vendor will be required to keep on file upon request of the City. Violation of this section and with the City's Stormwater Management Ordinance may result in a fine. Additional information can be found at <https://rockfordil.gov/city-departments/public-works/engineering-division/stormwater-environmental-team/stormwater-consent-decree/>.

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

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

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

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

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

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

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

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

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

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

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

# **Section 2**

# **Required Forms**

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

All bidders seeking to do business with the City of Rockford must complete this certification. Failure to sign this Certification will result in disqualification of Vendor's bid or proposal. Questions regarding EEOs should be addressed to City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7392.

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

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

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

---

Signature of Vendor

Date

**City of Rockford  
SUBCONTRACTOR UTILIZATION FORM**

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

All Vendors seeking to do business with the City of Rockford must provide information about all subcontractors that will be used. **A Subcontractor is any person or business that supplies any of the work, transportation or labor services, supplies, equipment, or materials under a contract with Vendor. Failure to complete this form will result in disqualification of Vendor's bid or proposal.** Questions regarding EEOs should be addressed to City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7392.

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

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

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

**Section II--Subcontractor Utilization**

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

**Section III—Subcontractor Selection**

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

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

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

**City of Rockford  
SUBCONTRACTOR UTILIZATION FORM**

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

**Section IV—MWBE Subcontractors Contacted**

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

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

**Section V—Signature**

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

---

**Signature** **Date**

---

**Name** **Title**

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

The City must collect information in an effort to monitor Vendor’s compliance with the Illinois Human Rights Act, Illinois Department of Human Rights Rules and Regulations, and City of Rockford Equal Employment Opportunity Ordinance. **Failure to complete this form will result in disqualification of Vendor’s bid or proposal.** Questions regarding EEOs should be addressed to City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7392

**Part I: Vendor Information**

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

**Part II: Vendor Workforce Data**

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

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

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

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

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

This form is *required* if Vendor will be using one or more subcontractors to complete work or perform services for the City. A Workforce Data Form must be completed for *each* subcontractor. Questions regarding EEOs should be addressed to City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7392

**Part I: Identification**

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

**Part II: Subcontractor Workforce Data**

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

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

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

## Job Category Descriptions

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

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

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

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

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

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

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

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

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

## **Acknowledgement of Stormwater Management Ordinance and Environmental Consent Decree**

By indicating below, we acknowledge receipt of the Stormwater Management Ordinance and Environmental Consent Decree. Both documents can be found on the City of Rockford website at <https://rockfordil.gov/city-departments/public-works/engineering-division/stormwater-environmental-team/stormwater-consent-decree/>

I have been provided access to the City of Rockford Stormwater Management Ordinance and the Environmental Consent Decree and agree to comply with the terms outlined therein.

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Person, Firm or Corporation

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Authorized Signature

## Acknowledgement of Addenda

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

Addendum _____	Date _____

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Person, Firm or Corporation

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Authorized Signature



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

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

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

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

### Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

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

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). 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 *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 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. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

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

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

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

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<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*, earlier.

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and 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.

**Section 3**  
**Bid/RFP**  
**Specifications**

**CITY OF ROCKFORD**  
**RFP: 1020-PD-116**  
**BODY WORN CAMERA - DIGITAL EVIDENCE MANAGEMENT SYSTEM**

**1.0 GENERAL SCOPE**

The City of Rockford (“City”) is soliciting proposals from qualified vendors (hereinafter “Vendors”) to supply the Rockford Police Department Body Worn Cameras (BWC) and Digital Evidence Management System (DEMS).

BWC Solution must have complete video storage that will store, manage, retrieve and share captured digital video. The successful Vendor will also provide ongoing maintenance, support, and training services on the equipment, hardware and software for the term of a multi-year agreement.

Prospective Vendors must demonstrate experience in designing and maintaining BWC and backend server solutions. The intent of this Request for Proposals (“RFP”) is to acquire a BWC solution for public safety use that offers ease of use, functionality, recording and storage capabilities.

The Digital Evidence Management System (DEMS) must fully integrate with the BWC, CentralSquare Technologies Enterprise RMS system, Digital Photos, Videos, Surveillance, large Volume Data Storage from Computers and Mobile Forensics, iRecord Interview Video and Arbitrator Squad Car Videos.

Vendors must provide a solution for storage locally and Cloud base.

**2.0 GENERAL REQUIREMENTS**

- 2.1. Vendor Qualifications. No contract shall be awarded except to responsible vendors capable of providing the quality and quantity of services desired. Before awarding the contract, the City may require a vendor to present evidence of the necessary experience, capability, facilities, equipment, and financial resources to provide the desired materials in a timely manner.
- 2.2. Basis of Award. The firm selected as a result of this RFP process will be required to enter into a written professional services agreement. Such agreement shall reflect the terms and conditions included in the RFP and the selected firm’s proposal, as well as any other provisions mutually agreed to by both parties. The agreement is subject to approval by City Council. In the event that the proposer to whom the services are awarded does not execute a contract within thirty (30) calendar days after approval, the City may give notice to such proposer of intent to award the contract to the next most qualified proposer or to call for new proposals and may proceed to act accordingly. **The City of Rockford may award the contract based on line item categories, or as a whole, whichever best serves the interest of the City.**
- 2.3. Evaluation of RFP. The City may select a group of finalists for in-person or phone interviews, but such interviews are at the option of the City. Proposals will be evaluated in a fair, consistent, and objective manner. Selection will be based on response to questions or requirements identified in this RFP and interviews, if applicable.

2.4. Proposal Timeline. As a guideline, the City of Rockford anticipates the following timetable for selection of a vendor:

<b>Milestone</b>	<b>Date</b>
Issuance of Request for Proposals	10/02/20
Written Questions Submission Deadline	10/16/20
Written Responses from the City	10/22/20
Proposals Due to City (by 11:00 a.m.)	10/30/20
Interviews/ Presentations (if needed)	11/16/20 – 12/02/40

The City reserves the right, at its sole discretion, to adjust the timeline. The City may determine that a period to do field testing is necessary. Vendors must be able to support field tests of a minimum of one month, including all hardware, software, and digital evidence management systems. The City reserves the right, however, to select a vendor based solely on the proposal.

2.5. Evaluation Criteria. Proposals will be evaluated by members of Police, IT and Finance, utilizing the sets of criteria identified below to a 100-point evaluation scale:

) Firm experience and references	(20 points max)
) Completeness of proposal response	(10 points max)
) Qualifications of staff specifically assigned to the City	(30 points max)
) Cost	(40 points max)

2.6. Interview. Firms submitting responsible proposals may be required to make an oral presentation and respond to questions related to their qualifications and experience. The evaluation team in the determination of award may consider the presentation by the proposing firm.

2.7. Contact Person. The contact person for this proposal is Kristian Dominguez, Sr. Financial Analyst, at (779) 348-7464 or [kristian.dominguez@rockfordil.gov](mailto:kristian.dominguez@rockfordil.gov). Any oral communications will be considered unofficial and non-bidding.

2.8. Contract Length. The initial contract will be valid from the date of award for a three-year term. Upon mutual written consent, the City and the vendor may agree to extend the maintenance part of the contract for two (2) additional one-year terms.

### 3.0 BODY WORN CAMERA

The proposed BWC solution should meet or exceed the required specifications outlined in this RFP. The successful proposal may provide added value and/or functionality above and beyond the minimum requirements. Any proposal that does not demonstrate that the proposed BWC solution meets the following minimum specifications may be considered non-responsive and ineligible for award of any subsequent contract, in the City's sole discretion. Where the words "will" and "must" are indicated, it means it is a mandatory requirement. Failure to meet any one mandatory requirement will result in the proposal being found non-compliant. Where the words "should", "can", "desirable" and "preferred" are indicated, it means it is a preferable, but not a mandatory requirement.

### 3.1. Camera Hardware

- 1) Cameras - Rockford Police Department intends to procure 325 Body-Worn Cameras for 301 sworn staff. The proposal should allow room to add cameras should staffing increase.
- 2) Recording Format - Videos must play back in a standard, non-proprietary format that does not require manufacturer-specific replay software.
- 3) Video Resolution - Videos should record in full color and high definition 720P (1080P is preferred), and record at a minimum 30 frames per second (60 frames per second is preferred).
- 4) Video Encoding/ Compression - Videos should use the lowest possible amount of compression in order to maximize the amount of information available for forensic analysis (MPEG-4, or AV3).
- 5) Frame Rate - Videos should record at 30 frames per second minimum (60 frames per second preferred).
- 6) Field of View - Cameras should have a field of view not less than 120 degrees up. The widest field of view without distorting the image is preferred.
- 7) Camera Focus - Cameras must continuously autofocus, with image stabilization to prevent motion jitter or blur.
- 8) Audio Quality - Cameras must be able to clearly capture conversational speech at a distance of three feet without wind or excessive background noise.
- 9) Audio Resolution and Encoding/Compression - Should have a sampling rate of 22 kHz and 24-bit capture per microphone.
- 10) Record Triggering - Cameras should record continuously or be user- triggered or event-triggered.
- 11) Night-time/Low-Light Functionality - Cameras should capture video in low-light conditions that would be similar to what the officer can see with his/her own eyes. LUX must be 1.0 or less.
- 12) Synchronization and Metadata - Cameras should automatically generate data about the wearer, location, date, and time of recordings. The device clock must synchronize to an external universal clock to ensure accuracy.
- 13) Tamper Resistance - Cameras should prohibit recordings from being deleted, edited, or overwritten by the wearer. Once uploaded into the data management system, videos should be automatically cleared from the device without further action by the wearer.
- 14) Data Transfer - A standard USB2/USB3 compliant connection is preferred. Connections should be standard on devices and docking stations.
- 15) Data Export - All data should be exported from the device into data management system in its original file format and without loss of quality or associated metadata. Cameras should record an audit log that includes such information as device serial number, power on/off times, charging, start/stop recording, and remaining storage capacity.

- 16) On-board Storage - Cameras should store a minimum of 16 hours of video at a resolution of 720P.
- 17) Battery Life - Patrol officers at the Rockford Police Department work 10 hour shifts that sometimes extend by a few hours. The cameras' batteries should last over 12 hours. Loss of battery life must not cause a loss of video evidence on the device. Camera batteries must be rechargeable and/or replaceable and charge simultaneously with the video download process and/or in field.
- 18) Durability- Cameras should withstand considerable and repetitive pressure, vibration, and mechanical shock. Cameras should operate within a temperature range from very cold to very hot and be resistant to common environmental hazards such as dust, condensation, water splashes, and RF interference.
- 19) Weight and Form- Cameras should be light enough and small enough to not hinder the wearer from performing necessary job functions, especially ones related to officers safety.
- 20) Pre-Event Buffering- Cameras must have the ability to record video for a time period before camera activation and should be configurable by Rockford Police Department to determine the amount of pre- activation recording time.
- 21) Record Indicator- Cameras should have a visual or other indicator to alert the user that the camera is turned on and recording. Must be able to auto start when another camera in the vicinity is turned on.
- 22) Cameras- Vendor must be able to supply body-worn cameras. Cameras should have a variety of mounting options to accommodate normal uniforms, heavy jackets, tactical gear, helmets, lapels, and glasses. Camera must have the options to attach in Velcro, Magnet, Clip and Molle.
- 23) Spare Cameras- Vendor must supply an acceptable number of spare cameras. An acceptable number to the City will be no fewer than ten (10) body-worn cameras.
- 24) Docking Stations- A sufficient number of docking stations should be supplied by the Vendor to accommodate each camera. Docking stations should not need to be wired to a Department computer in order to download video evidence. Wireless download capability is preferred.

### 3.2. Data Storage

- 1) Data Storage - Unlimited cloud storage is preferred. Please provide packages in proposal.
- 2) Minimum Uptime - Uptime percentage should be 99.9%. Vendors must specify a guarantee of uptime percentage and must offer a credit if the uptime percentage guarantee is not met.
- 3) Data Security - Vendor should have a formal information security program with procedures in place to fix vulnerabilities and prepare for incidents. Cloud storage should follow Criminal Justice Information Services (CJIS) data protection and transport standards and be able to demonstrate such compliance. Data should be encrypted both in transit and at rest. Cloud service should offer chain of custody reports, detailed audit logs, and workflow procedures that protect against unauthorized access or accidental deletion of videos. The data storage facility must be located in the United States (lower 48). Vendors must submit a written data security plan and a written disaster recovery plan.

- 4) Data Ownership - the City shall own all rights to the data and video that is stored at the Vendor's host site, (if applicable) with no transfer, conveyance, assignment, or sharing of data ownership to/with the hosting provider. The City must comply with the City's records retention policy and Illinois Government Code. It will be the responsibility of the City to notify the Vendor when the data can be deleted from the Vendor's host site. If, at the end of the term of the contract, the City does not renew the contract with the Vendor, the Vendor must agree to work with City IT Department staff to download or otherwise transfer data stored in the Vendor's cloud. Adequate time must be allotted for this process after termination of the contract, based on the amount of data.

### 3.3. Software

- 1) Security - Software should require individual accounts per user, and multi-factor authentication. User and Group permission access levels should be available to assign to different users.
- 2) Metadata - Software should automatically date and time stamp videos. Automatic collection of GPS location metadata is preferred. Users should be able to add notes, tag videos with case numbers, select event categories, and group multiple videos into case "packages". It is preferred that users can enter this data in the field via mobile application.
- 3) Police Records Management System (RMS) – Software should integrate with CentralSquare Technologies Enterprise RMS system so that videos are automatically tagged with case numbers, locations, and other available metadata.
- 4) Ease of use - Software must be intuitive for users and administrators. Search functions should include searching by user name, case number, location, event category, or other tags.
- 5) Retention - Software should provide a configurable and easy-to-use structure for automatically managing digital evidence based on the type of event and retention period. Once digital evidence is tagged, the system should be configurable to automatically trigger a workflow process based on the Rockford Police Department's policy on retention and storage of BWC video. The video management should be automated with rules and associations based on the Rockford Police Department's BWC video retention policy.
- 6) Redaction - Proposals should include redaction tools that have the ability to blur faces, license plates, or other images, and would also be able to redact audio only. Software must be able to retain original versions of videos after redaction. (let me know if this seems right)
- 7) Evidence Integrity - Software should have tools to prove that videos are unaltered. Tamper-proof audit logs should record all activities with evidence, including by account administrators. Videos should not be able to be deleted by users without the required permissions.
- 8) Evidence Sharing - Software should provide for secure digital sharing of evidence, both internally and externally, without data transfer, data duplication, physical media or email attachments. Chain of custody should be logged and access to the evidence including the ability of third parties to view, duplicate, re-share, or download should be controlled by the Rockford Police Department.

- 9) Other Digital Evidence - It is preferred that the software be capable of accepting uploads of other third-party digital media for the purposes of evidence sharing, including audio, video, and photo evidence.
- 10) Audit Trail - Software must record an audit trail for all videos and users and have the option to retain that audit trail indefinitely.

#### 3.4. Implementation Plan

- 1) Contract Term - the Rockford Police Department desires a multi- year agreement that covers repair, and if needed, replacement for all equipment, as well as on-site and/or remote technical assistance for all aspects of the BWC solution if a lease is proposed. If a BWC system is to be purchased as part of the proposal, then product warranty of 2 years is required as part of the proposal.
- 2) Technical Support - The ideal proposal will include technical support and maintenance for all hardware and software for the life of the contract.
- 3) Hardware Replacement - Proposal must include a camera replacement schedule to replace camera hardware as newer models become available.
- 4) Training and Installation - Vendor must provide on-site training for all users and administrators, over multiple days/times to accommodate agency scheduling needs. Vendor must also work with City of Rockford Building Maintenance and IT Department staff for installation of hardware and software.
- 5) Warranty - Vendor must have an acceptable warranty for all hardware, software, and accessories. An option to extend the minimum warranty is preferred. A return process must be articulated along with a maximum time allowed for replacement of inoperable equipment by the Vendor.

### 4.0 DIGITAL EVIDENCE MANAGEMENT SOFTWARE

- 4.1. The Digital Evidence Management System (DEMS) must be Criminal Justice Information Services (CJIS) compliant. The DEMS must be fully integrated with the BWC, CentralSquare Technologies Enterprise RMS system, Digital Photos, Videos, Surveillance, large Volume Data Storage from Computers and Mobile Forensics, iRecord Interview Video and Arbitrator Squad Car Videos. BWC metadata will automatically flow into the evidence management application where video assets are verified as original or exact duplicates (non-edited data), and managed as evidence. All BWC video recordings must be retrievable from the same database. All items (Video, Photos, etc.) will be stored on a CJIS compliant, local and/or cloud-based solution with AES security protocols, at minimum.

The current estimated usage:

Photos is 3.7 TB

iRecord 110 GB (30 day retention period)

Arbitrator 80 TB (128 TB available and 128 TB on order for future use)

- 4.2. Searching: Users must be able to narrow their search by one or more criteria simultaneously from the client search page:
- ) Date and time frame
  - ) User/Officer
  - ) File names (Case Number)
  - ) Video categories with Retention
  - ) Source (BWC#)
  - ) Bookmarks
- 4.3. Video and metadata Playback: Clicking the thumbnail image should start the video media player. The player will play the video and associated metadata. The player supports typical functions such as play, rewind, fast forward, stop and frame by frame. In addition, the player will display file functions available to the user based on permissions.
- 4.4. Mapping: GPS position data would ideally be collected during BWC recordings
- 4.5. File Tagging: All assets managed in the DEMS must be able to be assigned user definable video tags. These tags can be used to categorize assets. For example, it's common to tag video with an incident type and case number. Since tags are user definable, virtually any meta-tag should be able to be introduced to the system.
- 4.6. Video Asset Verification: The DEMS should use a hashing protocol to verify that the file ingested into the management system is an exact duplicate of the file recorded in the vehicle. The file verification can be performed at any point forward on demand. The application will automatically verify an exact duplicate anytime an asset is moved from one storage location to another.
- 4.7. Chain of Custody: A full evidentiary audit trail must be recorded in the DEMS. A chronological report can quickly be generated to document who has accessed a file, what file operations have been performed on the file, and when they were performed. Reports will also be run by user or other selection criteria.
- 4.8. User or Group Permissions: Rights and permissions will be configured within the DEMS to allow or restrict file access or file functions. For example, a user group such as a "Patrol Supervisor" may have access to view, export, and create a file for any patrol video, whereas a group of users such as "Patrol Officers" may have rights to view their own files only. Permissions are highly configurable.
- 4.9. Digital Evidence Retention Policy and Workflow Management: The DEMS should provide a configurable and easy-to-use structure for automatically managing digital evidence based on the type of event and retention period. Once digital evidence is tagged, the system can be configured to automatically trigger a workflow process based on the Rockford Police Department's retention and storage policy.
- 4.10. Comprehensive Video File Management: The DEMS must maintain all metadata associated with a video asset. Triggers and other metadata are to be integrated with the player, and viewable upon playback. This system needs to support standard media types, as well as proprietary file types by associating the related codecs and compatible player.
- 4.11. Exporting: The DEMS will provide a mechanism to export video assets in their native format or convert the proprietary video asset to a Windows Compatible file format (.WMV, .MP4, etc.) or authored format. The DEMS will produce a video using the native proprietary file and player or convert the asset to a compatible file and produces a DVD, Blue Ray and Web Link to be viewed in any standard player.

- 4.12. Sharing: The DEMS should provide a mechanism to share access to select video files/cases by accessing the evidence management database. For example, video files may be shared with other law enforcement and criminal justice agencies to assist with their investigations/prosecutions. When sharing video files with an agency, they should only have access to view the selected file(s) authorized by an administrator. Access to video files from the Department will be limited to a configurable time frame when sharing.
- 4.13. Automatic Redaction: The system must have an automatic redaction feature when exporting video evidence. The redaction feature should have the ability to blur recognizable features (i.e. face, distinguishing marks, license plates, signs, etc.) of (a) selected person(s) which would not be viewable when the video is played. The automatic redaction should not require extensive input or time by the administrator to process a redacted version of selected video(s).
- 4.14. Additional Digital Evidence: The system must have the capability to accept additional digital evidence, such as photos, for inclusion into a case file. The system must have the ability to accept bulk uploads of additional files and other files as stated in Section 4.1
- 4.15. Storage:
- ) Ability to export video in an industry standard file format
  - ) Acknowledgment that all data is property of the city and must be made available at no additional cost
  - ) Storage solution compliance with law enforcement Criminal Justice Information Services (CJIS) data protection and transport (i.e. SSL) standards. No external party-initiated connections will be allowed. The storage facility must be located within the United States (lower 48) including data storage for disaster recovery (DR) solutions. [NOTE: For additional information on CJIS standards, please see [https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center.](https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center)]
  - ) Clear indication of storage costs, equipment replacement costs, and cloud transactions costs. Disclosure of all additional costs.
  - ) Ability to export audit trail along with video, including redactions. Identified scope of audit trail.
  - ) Identified data integrity.
  - ) Capability to produce digitally authenticated duplicates.
  - ) Local or Cloud-based storage
  - ) Retrievable/searchable footage
  - ) Secure information storage
  - ) Automatic Redaction capability that is currently available. No product in the design phase. Not a separate product from software package
  - ) Comprehensive metadata storage capability
  - ) Storage system would ideally be able to quickly extract segments of needed footage
  - ) Audit trail capability
  - ) Tamperproof camera and storage/review system
  - ) Structured access based on administrator's guidelines and rules
  - ) Ongoing customer service and training support

## 5.0 **VENDOR QUALIFICATIONS**

- 1) The Vendor must be a reputable company with a documented history of working with law enforcement agencies, including a minimum of five (5) years of verifiable experience in delivering and maintaining BWC solutions.

- 2) The Vendor must be able to perform all necessary tasks to provide the Rockford Police Department with the required products and solutions that conform to or exceed the expectations listed in this RFP.
- 3) Vendor shall disclose and explain any litigation, threatened litigation, investigation, reorganization, receivership, bankruptcy filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on their ability to provide the required needs. The information should be supported with appropriate documentation, such as a current Dunn & Bradstreet report.
- 4) Vendor shall disclose and explain whether they have been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years.

The purpose of this RFP is to give Vendors a clear idea of the City's requirements and expectations regarding the products and service being sought. While it is believed that the requirements set forth in this RFP include all elements essential for a complete BWC solution, Vendors submitting proposals are encouraged to include any additional product or accessory they believe has been overlooked or would be beneficial to the Department's BWC program.

## **6.0 PROPOSAL CONTENT AND FORMAT REQUIREMENTS**

Vendors are requested to organize their proposals into sections with tabs corresponding to the selection criteria listed below. Proposals must be organized in the requested sequence and have all of the requested information. A screening committee will evaluate the completeness of responses to this RFP. Failure to comply with the requirements of this RFP will render Vendor's submittal non-responsive.

### **6.1. General Information**

- 1) Company name, address, telephone number, fax number, and email address.
- 2) Account Representative or point of contact, including contact information if different from above.
- 3) Letter of introduction on company letterhead, including an overview of the Vendor's background and history with BWC technology.
- 4) Provide references, including at least three (3) law enforcement agencies of similar size and complexity to the Rockford Police Department. The Vendor must include a current contact name, title, company, address, telephone number, and email address for each reference.

### **6.2. Staff Qualifications and Related Experience**

- 1) Staff Qualifications: This section should describe the qualifications of all staff to be assigned to this project. Experience summaries should include their credentials, related experiences, and their proposed roles for this contract. Project team members may not be substituted without prior written approval from the Rockford Police Department. If the company intends to subcontract any portion of this project, it should be discussed in this section, along with detailed information for each subcontractor. No work may be subcontracted, nor assigned, without prior written approval from the Rockford Police Department.

- 2) Related Experience: This section should describe the Vendor's experience in providing the services described in this RFP, including information about previous projects that might be similar in size and scope.

### 6.3. Proposed Fee Structure and Schedule

The Vendor must provide proposed fees and cost information, consistent with the following:

- 1) The Vendor should carefully review this RFP and address all items and services in the proposed fee structure and schedule.
- 2) Even if a Vendor is proposing a package solution, the information in the proposed fee structure should be detailed and broken down by item, type of service, or other applicable measure(s) (cameras, accessories, software, data storage, etc. as described in the product specifications section of this RFP).
- 3) The fee schedule should include detailed, broken out costs for each of the five (5) years of the contract term, as well as a total not-to-exceed cost of the entire BWC solution through the end of the contract term.
- 4) This section must clearly identify the costs related to optional services and/or products not requested in the RFP but that are being proposed by the Vendor, if any.
- 5) The schedule needs to detail the cost for equipment versus the cost for storage.
- 6) Proposed Fee Structure and Schedule shall be included in a separate sealed envelope clearly marked "City of Rockford Body Worn Camera Solution Cost Proposal".
- 7) System Warranty/Maintenance Fees:
  - ) Vendor shall include costs to ensure continuous hardware/software support options for both 3 year and 5 year options.
  - ) Due to life expectancy limitations of the BWC's, a replacement schedule shall be submitted and costed out as part of this proposal.
  - ) Articulated Return Material Authorization process
  - ) Maximum time allowed for replacement of inoperable equipment by the vendor
  - ) The City will not pay software maintenance. Access fees or support fees until the functions and features are demonstrated as operational in production. The City shall be entitled to exercise its option to purchase Extended Maintenance for a given option period.

### 6.4. Location for Proposal Submission

Vendors shall submit one (1) original signed copy, three (3) copies of the proposal and one copy in PDF form in a thumb drive enclosed with the proposal for the BWC Solution. **(PDF Copy must be the same as printed copy)**.

Submit all copies to:  
Central Services Manager  
425 E. State St (4<sup>th</sup> Floor)  
Rockford, IL 61104

Proposals will be accepted until **11:00 am (Local time)**

## 6.5. Public Records

All responses and related documents submitted in response to this RFP may be considered public records and as such will be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("FOIA") and all other applicable laws and regulations. Any statements in submitted responses that are inconsistent with these statutes will be disregarded. Proposers are encouraged to familiarize themselves with FOIA before submitting a response.

Section 7 of FOIA, 5 ILCS 140/7, provides certain exemptions from FOIA's inspection and copying requirements. Section 7(g) provides an exemption for certain "trade secrets and commercial or financial information ... furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business".

Any request for confidential treatment of information must be included in the response. The Proposer must enumerate the specific grounds which support treatment of the material as exempt from inspection and copying under FOIA, and explain why inspection and copying is not required by FOIA. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Proposer to respond to any inquiries by the City concerning the confidential status of the materials.

Any response submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire proposal as confidential may be deemed non-responsive and may disqualify the Proposer. **If the Proposer designates any portion of the RFP as confidential, the Proposer must submit one copy of the proposal from which the confidential information has been redacted.** This redacted copy is in addition to the number of copies requested in Section 6.4. The confidential material must be redacted in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as possible.

All determinations concerning whether responses and/or related documents submitted in response to this RFP are subject to disclosure under FOIA will be made by the City in its sole discretion.