You are invited to submit a proposal for the purchase, setup and in-service training of Bill Printing Process as requested by the City of Newark Water Department.

Proposals must be received in the City of Newark Water Office by April 12, 2013 at 10:00 AM, Eastern Standard Time, in order to be considered. If a proposal is sent by mail or other delivery system, the outside envelope shall be plainly marked on the outside with the notation ‘PROPOSAL ENCLOSED – Bill Printing Process’. The City of Newark Water Office is located at 34 South 5th Street, Newark, Ohio. If you wish to submit a proposal, please plainly address your sealed submittal as follows which indicates that time/date sensitive material is enclosed:

**SOLICITATION SCHEDULE/QUESTIONS**

**Name of the Proposal**  
BILL PRINTING PROCESS

**Deadline for Questions**  
April 9, 2013 at 10:00 AM

**Deadline for Proposal Submittal**  
April 12, 2013 at 10:00 AM

**Submit Proposal to:**  
City of Newark  
Water Office  
34 South 5th Street  
Newark, OH 43055

**Method of Submittal**  
Mail or Overnight Delivery, In Person.  
Fax proposals are not acceptable.

**Contact Person, Title**  
Andrea Beichler, Utility Billing / Meter Supervisor

**E-mail Address**  
abeichler@newarkohio.net

**Phone/ Fax Numbers**  
Phone: 740-670-7944  
Fax: 740-349-6794

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Proposer. Similarly, the City is not responsible for, and will not open, any proposal responses, which are received later than the date and time stated above. Late proposals will be retained in the proposal file, unopened.

Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. FAX or E-Mail all questions to Andrea Beichler in the Water Office (Department fax and e-mail information listed above). Any and all questions will be responded to by U.S. Mail or by email. The Proposal and all addenda will be listed on the web page www.newarkohiowater.net under Bid Opportunities. It is the responsibility of all firms submitting proposals to check the notices section for all updates.

Wherever requested throughout this document, a company representative who is authorized to bind the Supplier will sign on behalf of the company to indicate to the City that you have read, understand and will comply with the Instructions and all Terms and Conditions attached hereto. The City of Newark reserves the right to reject any or all proposals, and to accept in whole or in part, the
proposal, which, in the judgement of the proposal evaluators, is the most responsive and responsible proposition.

In the event of conflict, the Special Terms and Conditions shall take precedence over the General Terms and Conditions, included herein.

Proposals will be evaluated promptly after the proposal opening. After an award is made, a proposal tabulation summary will be available to all companies who submitted a proposal or returned a Statement of No Proposal. Proposal results will not be given over the telephone.

Respectfully,

Andrea Beichler
Utility Billing / Meter Supervisor
Water Department
SPECIAL TERMS AND CONDITIONS

SCOPE OF WORK
The City of Newark Water Department is requesting sealed proposals for the outsourcing of the Bill Print and Delivery Process as well as electronic payment systems. Setup and training shall also be included. The Water Department processes approximately 18,500 bills per month in three cycles of approximately 6000. Approximately 2000 Late Fees are processed per month in three cycles of approximately 600.

The Water Department is seeking to subcontract the bill printing and mailing services to provide a more flexible and dynamic bill for our customers at a cost savings. The bill print system will provide a service that will be able to print bills including pictures on the bill and the capability of presenting the customer bills online. The bills must be produced using full color (pictures) with a copy for review provided to the Water Office in a PDF format prior to mailing. The successful bidder must accept our current text export file and be able to produce a consistent and accurate bill. The bills must be printed and mailed within a maximum turnaround time of 48 hours (including during a disaster recovery event).

The City is requesting proposals so the Water Department can select a system that best fits their needs in terms of design, cost-efficiency and reliability. Contractors may propose more than one system, but each system proposed must be contained within its own proposal. No configuration or type of equipment will be excluded from consideration if it is in compliance with the general specifications.

Proposers shall submit a base price less any government discounts available. Pricing is to cover cost of installation, set-up and training.

Each proposal submitted stands alone and will be evaluated on it’s own merits in terms of meeting specifications, terms and conditions, pricing, delivery schedule, and overall responsiveness to the Proposal Specifications.

Items to Include In the Proposal
Documentation is required to support each proposal submitted.

Financial Proposal shall include the proposed pricing and MUST be on the form provided.

Proposal Instructions should include all materials of the proposal relating to the equipment proposed and it must be organized in the following format for ease of evaluation. General Company Information, Signature Page, descriptive literature, setup considerations, detailed training plan and other information of a non-financial nature.

Reference list of customers (minimum of three) that have purchased, installed and are using the proposed service in the last three (3) years. In the case of a new bill printing process being offered, the supplier should outline specific measures that shall be taken to assure that it will provide the purchaser with reliable and cost effective service.

Proposal Envelopes
Proposers are required to submit their proposals, in duplicate, in a sealed envelope (with complete return addresses) and marked PROPOSAL FOR BILL PRINTING PROCESS – OPEN ON (DATE).

Proposers are encouraged to submit more than one proposal if the proposer has more than one system that may fit the intent of the RFP. Each proposal MUST be for one and only one bill printing process. Each proposal shall be packaged separately.
EVALUATING PERFORMANCE CAPABILITY
The City of Newark will take measures to determine each prospective supplier’s technical performance capability under the terms of the proposed contract. Its efforts may include:

- An evaluation of data on hand;
- An evaluation of the data from other agencies;
- An on-site inspection of similar units at other agencies;
- Any combination of above.

DESCRIPTIVE LITERATURE
Proposal shall include adequate brochures, latest printed specifications and advertising literature describing the product(s) or service(s) offered in such a fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.

DISASTER RECOVERY PLAN
If any portion of the bill printing process becomes inoperable and the Proposer cannot print the bills on site within one (1) business day, the Proposer must provide a backup company/ location to do the work at no extra charge to the City within a maximum of 48 hours turn around time. The vendor must provide a copy of the disaster recovery plan and numbers to contact or view the backup company/ location in case of a disaster event.

TRAINING
The successful proposer shall provide a minimum of one (1) hour of training with the appropriate staff at the time of setup. All recommended and required procedures shall be reviewed. The training sessions shall be held at the Water Department and scheduled through Andrea Beichler (740-670-7944).

TERMS OF PAYMENT
Payment will be made for all products delivered on a monthly basis and from receipt of an original invoice.

DELIVERY OF PAPERWORK
Shall be to City of Newark Water Department, 34 S. 5th Street / PO Box 4100, Newark, Ohio 43058.

WARRANTY
The supplier warrants that all articles, materials and service performed shall be consistent and free from defects. Supplier will replace, at its own expense, any product that does not meet the department’s expectations.

DOCUMENTS TO BE SUBMITTED WITH THIS PROPOSAL

- Financial Proposal
- Proposal Instructions {Includes specifications, General Company Information, Signature Page, as well as other information listed}
- Reference List
- Service Agreement
- Descriptive Literature

Submit all items above for each proposal submitted.
**Bill Printing Process** – As described in Proposal Instructions

<table>
<thead>
<tr>
<th>Company</th>
<th>Location</th>
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<table>
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<tr>
<th>Description</th>
<th>Price</th>
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<tr>
<td>Price for Bill/Late Fee Image per piece (Based on approximately 21,500/mo)</td>
<td>$_________________________</td>
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<tr>
<td>Price for Bill/Late Fee Paper per piece (Based on approximately 21,500/mo)</td>
<td>$_________________________</td>
</tr>
<tr>
<td>Price for Outgoing Envelope per piece (Based on approximately 21,500/mo)</td>
<td>$_________________________</td>
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<tr>
<td>Price for Return Envelope per piece (Based on approximately 21,500/mo)</td>
<td>$_________________________</td>
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<tr>
<td>Initial set up fee</td>
<td>$_________________________</td>
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<td>Training fee</td>
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<td>Programming fee</td>
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Estimated Implementation Date Upon Receipt of Purchase Order: ____________________________

Credits for current forms: $_________________________

Supplier Name: _____________________________________________

Supplier Representative Signature: _____________________________________________

Date: _____________________________________________
PROPOSAL INSTRUCTIONS
BILL PRINTING PROCESS
CITY OF NEWARK, OHIO

Communications:

a. Vendor must be able to receive information from us using a text file
b. Vendor must transmit information using a secure FTP site
c. City will provide graphics for billing in standard formats for contractor to display on monthly bills

Security:

1. Companies must describe their data security plan.

Bill Format Software:

1. Company must produce a monthly summary of billings to include:
   a. Run Date
   b. Total Records/Run
   c. Total Online Presentments/Run
   d. Postage Total/Run
   e. Oversized envelope cost for customer statements with more than 7 pages combined
2. Billing format shall include the following:
   a. Full color pictures, graphs and charts
   b. Multiple fonts, bolding, italics and underscoring
   c. OCR-A line
   d. Remittance coupon on bottom of bill
3. PDF format with recently supported version of the software.
4. QR code capability.
5. Bill Software should support sorting of standard bills from ACH bills.
6. Must combine bill print option along with electronic bill presentment.
7. Service Provider shall accept billing data in a text file format.

Paper/Envelopes:

1. Vendor will acquire and maintain stock of 24# paper and envelopes and will bill us when approved and ordered.
2. Bill printer will store sufficient quantities of paper and envelopes to service the account. A minimum of 90 day supply.
3. Return Envelope will be #9 single window envelope
4. Carrier Envelope will be #10 dual window envelope
5. Bidder shall provide an hourly rate for design services and a per unit price for a standard insert.

Electronic Archive:

1. All bills must be archived and transmitted electronically to the City in PDF format.
Printer:

1. Bills/Late Fees will have both front and back print. Printer must support duplex printing.

Insertion Equipment:

1. Provide cost for one page bill stuffers as requested.

Mail:

1. Assistance in mail piece design shall be included in the bid price.
2. Provide cost to consolidate multiple mailing to single address in a single envelope.
3. Vendor will acquire and maintain a Post Office Permit for all qualified mail and provide a postage reconciliation of usage and remaining balance on monthly invoices.
4. Vendor must possess CASS certification.

Processing Window:

1. Must be able to process billing statements within 24 hours.
2. Must provide current excess billing capacity.

Job Tracking:

1. Vendor must provide a system for the customer to track billing production to be reported monthly.

E-Billing:

1. Must have ability to provide a system for customers to pay electronically.
2. System shall include bill presentation on-line, credit, debit and ACH payment options.
3. System shall be linked to Division of Water and Wastewater webpage.
4. Must have a system for handling on-line registration of customers, data to be owned by the Division of Water and Wastewater.
5. Customer must be able to view inserts within the bill payment area on-line.

Processing Window:

1. Must offer same-day (24 hours) processing of billing statements
2. Must provide current printing capacities and maximum daily volume increase allowed on this contract.

Quality Assurance:

1. Must provide documented quality assurance program for facility at which printing will take place.

Disaster Recovery Plan:

1. Must provide a copy of the established Disaster Recovery Plan for the facility.
<table>
<thead>
<tr>
<th>General Company Information</th>
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<tr>
<td>Company Name</td>
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<tr>
<td>Company Address</td>
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<tr>
<td>General Description of the Company:</td>
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<tr>
<td>Type of Organization (franchise, corporation, partnership, etc.)</td>
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<td>Number of years in business:</td>
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### Personnel

**Name and title of employees who will be overseeing the City account:**

**Phone**

**Fax**

**Name and title of technicians assigned to the City account (if different than above):**

**Phone**

**Fax**

Provide a paragraph describing the background of the employee(s) servicing this account including number of fulltime/part-time employees, experience, number of years with your firm, years with other firms and any certifications relating to the type of equipment proposed herein. Additionally, please list the exact models of equipment owned and that your technician is trained to service. Also list all services outsourced by your company (Programming, printing, online payment acceptance, etc.).
SIGNATURE PAGE

The undersigned Proposer, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: __________________________________________________________

Address: ___________________________________________________________________

_________________________________________________________________________

Name of Authorized Representative (print/type): _________________________________

Title: _____________________________________________________________________

Authorized Signature: ______________________________________________________

Date: ___________________________ E-mail: ________________________________

Phone # (____) ___________________ Fax # (____) ___________________________

EXCEPTIONS OR DEVIATIONS to this Proposal Specifications or the Terms should be taken below or “No Exceptions” written:

________________________________________________________________________

________________________________________________________________________

FIRM PRICING

Prices submitted in this proposal are firm through: _______________________________

DISCOUNT

If you provide a discount for quick pay, please note here: _______________________

ADDENDA FORM {It is Proposer’s responsibility to check for issuance of any addenda}

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number Date

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
All vendors are to provide at least five references from their customer list. Prefer local (Ohio) references and as many as possible to be a utility similar to the Newark Water Department.

### NAME OF PROPOSAL: Bill Printing Process

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SERVICE AGREEMENT

This Agreement is entered into as of this ____ Day of ____________ 2013 by and between ____________________________, (hereinafter known as “Vendor”) and the City of Newark, Water Department (hereinafter known as “Customer”).

Recitals

A. Vendor is in the business of providing Output Services to its customers.

B. Customer wishes to obtain from Vendor and Vendor wishes to provide to Customer, certain Output Services upon the terms and conditions below.

NOW, THEREFORE, the parties agree as follows.

AGREEMENT

1. Output Services. Customer agrees to purchase from Vendor, and Vendor agrees to sell and provide to Customer, the following services and related consumable supplies (collectively, the “Output Services”):

   a. Vendor will secure for Customer’s benefit, as requested by the Customer from time to time, offset printing services for new forms and envelopes (such services hereinafter referred to as “Forms Services”);
   b. Vendor will: (1) format and prepare laser printed, one-sided invoices from all account debtor billing information (“Data”) received electronically from Customer; (2) presort the Data based upon account debtor postal codes; (3) fold and insert invoices into separate preprinted envelopes (which envelopes will be provided by Customer if not otherwise obtained through Vendor as part of the Forms Services; (4) insert into preprinted envelopes additional pre-folded pages of information (not to exceed 4 pages per package envelope) as requested from Customer; (5) presort envelopes for bar-coded postage rates; (6) mail invoices to account debtors on Customer’s behalf; (7) track each invoice and related documents through the production process; and (8) provide storage space for Customer’s inventory of envelopes and related supplies (all of the foregoing services sometimes hereinafter referred to as “Processing Services”).

2. Service Fees. Customer shall pay to Vendor the following fees, which shall be payable within thirty (30) days of Vendor’s invoice to Customer:

   a. The fee for Forms Services shall be $_____ per unit of work. Unit of work shall be one (1) 24# paper with variable color front, one (1) color on back, one (1) #9 single window return envelope, one (1) #10 dual window carrier envelope. Oversized 6 X 9 or 9 x 13 white envelopes shall be sold at cost. Fee for Forms Services for 90 day quantities shall be charged an additional $_____ per unit of work. Additional forms requests or changes will be quoted at time of Customer’s request for such services. A minimum 90 day supply of forms shall be acquired on behalf of customer and will be billed when approved and ordered. Twelve months supply of envelopes shall be acquired on behalf of customer and will be billed when approved and ordered.
b. The fee for all Processing Services, exclusive of postage costs, shall be at a rate of $_______ per single, one-sided page produced or data record. Processing fees are based on an annual minimum of 200,000 records. Processing fees include a PDF version of statements to be created prior to each process. Vendor reserves the right to modify Processing fees if minimums are not met.

c. Set up fee of $_______ due after Agreement signing. Vendor may charge a programming fee of $_______ per hour for additional changes after project has been accepted by customer. Message changes are not subject to programming fees. One graphic picture can be modified per month at a fixed rate of $_______ per month.

d. Vendor shall use Vendor’s Post Office permit for all Permit qualified mail. Customer shall pay Vendor all postage costs incurred concerning Processing Services upon monthly invoice submittal. Customer will hold on Vendors account two (2) months postage calculated by multiplying two (2) months volume by the average per piece postal rate. Vendor will verify funds and provide a postage reconciliation of usage and remaining balance on monthly invoice.

e. Customer shall pay all applicable taxes set forth by the federal, state, and local governments.

f. __________________________ reserves the right; at any time after the first term of contract of three (3) years’ anniversary of this agreement, to change the prices charged with thirty (30) days written notice. Price changes may not exceed 10% of current charges and shall be agreed upon by Customer and Vendor.

3. **Term.** This Agreement shall remain in effect for a period of three (3) years from the date hereof unless otherwise terminated by either party. Either party may terminate this agreement with cause (Failure to perform any of the duties stated above or below by either party) by giving sixty – (60) days advance written notice to the other party of its intent to terminate. If Customer does not initiate contract termination, Contract will automatically renew for another two (2) years unless Customer notifies vendor with written notice within sixty (60) days of termination of agreement.

4. **Vendor Confidentiality.** Vendor acknowledges that certain information made available to it by Customer, including, without limitation, client information and billings, financial statements, tax records, membership lists and service information, is confidential and proprietary to Customer (the “Confidential Information”). Vendor shall keep the Confidential secret and shall not disclose, reveal or provide the same to any person except as required by law, except those persons employed by Vendor or on its behalf who are involved in providing the Output Services, and shall cause those persons to observe the terms of this agreement, and shall not use the Confidential Information for any purpose, directly or indirectly, other than in connection with the Output Services. “Confidential Information” shall not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by Vendor or it affiliates, officers, directors, employees, or representatives, (b) was available to Vendor on a non-confidential basis prior to disclosure by Customer, or (c) becomes available to Vendor on a non-confidential basis from a person other than Customer who is not otherwise bound by a confidentiality agreement with Customer. The covenants created under this Section 4 shall survive the termination or cancellation of this Agreement.

5. **Customer Confidentiality.** Customer acknowledges that certain information made available to it by Vendor, including, without limitation, Vendor’s special business techniques, production systems, vendor relationships, marketing plans, sales, product and vendor pricing information, list of customers, prospective customers, contracts and other information regarding the Products and Services is confidential and proprietary to Vendor (the “Confidential
Information”). Customer shall keep the Confidential Information secret and shall not disclose, reveal or provide the same to any person except as required by law. “Confidential Information” shall not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by Vendor or its affiliates, officers, directors, employees, or representatives, (b) was available to Vendor on a non-confidential basis prior to disclosure by Customer, or (c) becomes available to Vendor on a non-confidential basis from a person other than Customer who is not otherwise bound by a confidentiality agreement with Customer. The covenants created under this Section 4 shall survive the termination or cancellation of this Agreement.

6. **Limitation on Liability** In no event shall Vendor be liable or responsible to Customer for incidental, special, or consequential damages (including without limitation lost profits) arising out of, resulting from, or in any way related to Vendor’s performance or breach of this Agreement in excess of the value of the proposed Processing Service portion of this contract.

7. **Representations and Warranties.**

   a.) **Customer:** Customer represents and warrants that: (1) it has full authority to enter into and perform, all of the terms of this Agreement; and (2) the execution, delivery and performance of this Agreement, and compliance with its terms, will not conflict with or otherwise be inconsistent with, or result in the breach of or default under, any agreement to which Customer is a party.

   b.) **Vendor:** Vendor represents and warrants that: (1) it has full authority to enter into and perform all of the terms of this Agreement; and (2) the execution, delivery and performance of this Agreement, and compliance with its terms, will not conflict with or otherwise be inconsistent with, or result in the breach of or default under, any agreement to which Vendor is a party.

8. **Independent Contractors:** In performing their obligations under this Agreement, the parties are acting as independent contractors. Nothing in this Agreement shall create or be construed to create a partnership, joint venture or agency relationship between the parties and no party shall have authority to bind the other in any respect.

9. **Mediation of Disputes:** In the event of a dispute between the parties arising out of or related to this Agreement, the parties agree to abide by the dispute resolution procedure outlined in the Ohio Revised Code Section 2701.10. It is understood and agreed to by the parties that the defaulting or non-prevailing party agrees to pay the other party’s reasonable attorney’s fees and expenses so incurred by such party to enforce the terms of this Agreement.

10. **Compliance with laws.** Both Vendor and Customer agree to comply with all applicable federal and state law prohibiting discrimination against persons on account of race, sex, color, age, religion, and national origin, or disability. Vendor certifies that all Services provided pursuant to this Agreement shall be performed in accordance with all state, federal, and local laws applicable to such services, in conformity with the highest professional standards.

11. **Binding Effect: Assignment.** This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto; provided, that no party may
assign or in any way voluntarily transfer this Agreement, or any right, remedy, obligation or liability hereunder without the prior written consent of the other party.

12. **Entire Agreement: Modification.** This Agreement set forth the entire understanding and agreement between the parties respecting its subject matter and supersedes all prior agreements, oral and written. This Agreement may be amended or modified only by a writing signed by the parties.

13. **No Third Party Rights.** The parties do not intend to create rights in or to grant remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established hereunder.

14. **Notice.** All notices provided for in this Agreement shall be in writing, shall be given either manually or by written telecommunication, mail, or by reputable overnight courier, and shall be deemed sufficiently given when received by the party to be notified at its address set forth below, if mailed by registered mail, postage prepaid, five (5) days after deposit in the mail, in each case addresses to such party at such address. Either party may, by notice to the other, change its address for receiving such notices.

If to Vendor, to:

______________________________ 
______________________________ 
______________________________ 
______________________________ 

If to Customer, to:

(CITY OF NEWARK—PLEASE POPULATE)  
Attn: ________________

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written

______________________________  
Company

By: __________________________  By: __________________________
  Director of Public Service  
  President

Date: ________________________  Date: ________________________
INSTRUCTIONS TO PROPOSERS  
AND GENERAL TERMS AND CONDITIONS

LANGUAGE, WORDS USED INTERCHANGEABLY  
The word CITY refers to the CITY OF NEWARK, OHIO throughout these Instructions and Terms and Conditions. Similarly, Proposer refers to the person or company submitting an offer to sell its goods or services to the CITY. The words QUOTATION, BID and PROPOSAL are all offers from a PROPOSER, but may represent different methods of obtaining price and other information from the PROPOSER.

PROPOSAL OPENING AND AWARD  
Proposals will be evaluated promptly after opening. After award, a Proposal tabulation summary will available upon request.

PROPOSER QUALIFICATIONS  
No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Proposal Instructions.

PROPOSAL FORM  
Each Proposer must submit an original Proposal and additional copies as required on the forms attached. The Proposer shall sign his/her Proposal correctly, and the Proposal may be rejected if it shows any omissions, alterations of the form, additions not called for in the Proposal, or any irregularities of any kind.

In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

SPECIFICATION DEVIATIONS BY THE PROPOSER  
Any deviation from this specification MUST be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer’s name should be clearly shown on each document.

PROPOSER REPRESENTATION  
Each Proposer must sign the Proposal with his/her usual signature and shall give his/her full business address on the form provided in this Proposal.

COLLUSIVE BIDDING  
The Bidder certifies that the bid submitted by said Bidder is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

BROCHURES  
Proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.
SPECIFICATION CHANGES, ADDITIONS AND DELETIONS
All changes in Proposal documents shall be through written addendum and furnished to all Proposers through the website. Verbal information obtained otherwise will **NOT** be considered in awarding of contract.

PROPOSAL CHANGES
Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.

HOLD HARMLESS AGREEMENT
The Supplier agrees to protect, defend, indemnify and hold harmless the City of Newark and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Supplier, its employees, subcontractors or any independent contractors working under the direction of either the Supplier or subcontractor in the performance of this contract.

DELIVERY DATE
The delivery time or completion date, as stated in the Proposal Form, shall be the time required to deliver the complete item(s) or start the service that was proposed after the receipt of the order or award of the Contract.

The Proposer agrees that the service will be started/completed in the time stated, assuming that the time between the Proposal Opening and the placing of the order does not exceed the number of days so stipulated. The right is reserved to reject any Proposal in which the start of service time indicated is considered sufficient to delay the operational needs for which the commodity/service is intended.

PAYMENTS
Prices bid or proposed must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, payments will be calculated from the date of the invoice or the date of acceptance, whichever is later.

PROPOSAL REJECTION OR PARTIAL ACCEPTANCE
The City reserves the right to reject any or all Proposals. The City further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the City.

PROPOSAL CURRENCY/LANGUAGE
All Proposal prices shall be shown in US Dollars ($). All prices must remain firm for the duration of the contract regardless of the exchange rate. All Proposal responses must be submitted in English.

MODIFICATION, ADDENDA AND INTERPRETATIONS
Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. Any and all such interpretations or modifications will be in the form of a written addenda and listed on the website. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.

LAWS AND REGULATIONS
All applicable State of OHIO and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
**SUBCONTRACTING**
No portion of this Proposal may be subcontracted without the prior written approval by the City.

**MISCELLANEOUS**
The City reserves the right to reject any and all proposals or parts thereof. The City reserves the right to inspect Supplier's facilities prior to the award of this contract. The City reserves the right to negotiate optional items with the successful Proposer.

**MODIFICATION OF AGREEMENT**
No modification of award shall be binding unless made in writing and signed by the City.

**PATENT GUARANTEE**
Proposer shall, with respect to any device or composition of Proposer’s design or Proposer’s standard manufacture, indemnify and hold harmless the City, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the City.

**TERMINATION OF AWARD FOR CAUSE**
If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the City, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Supplier and the City may withhold any payments to the successful Supplier for the purpose of set off until such time as the exact amount of damages due the City from the successful Supplier is determined.

**TERMINATION OF AWARD FOR CONVENIENCE**
The City may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Proposer/Offer or under the award shall, at the option of the City, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the City as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the City which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.

**ASSIGNMENT**
Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.

**EQUAL OPPORTUNITY**
The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
EXTENSION
Any or all of the awards made as a result of this Request for Proposal may be extended for an additional period of time, if mutually agreed between the parties.

METHOD OF AWARDING/QUOTING
The City reserves the right to make awards based on the entire proposal or on an individual basis. However if you offer your proposal based on an “all or none” condition, the City may consider your proposal non-responsive and reject the entire proposal.

TAXES
The City of Newark is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

PROPRIETARY INFORMATION
All information included in any proposal that is of a proprietary nature must be clearly marked as such. The City shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm. Notwithstanding the above, the City of Newark is a government body and its public records are subject to the provisions of OHIO Revised Code.