

**REQUEST FOR PROPOSAL ("RFP") FOR
MULTI-FUNCTION DEVICES (MFDS), PRINTERS, AND RELATED SERVICES
FOR THE CITY OF CHICAGO**

Specification No. 1097939

Required for use by:

**CITY OF CHICAGO
DEPARTMENT OF ASSETS, INFORMATION, AND SERVICES**



This RFP distributed by:

**CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES**

All proposals and other communications must be addressed and returned to:

Shannon E. Andrews, Chief Procurement Officer
Attention: Jana Williams, Senior Procurement Specialist
Jana.Williams@cityofchicago.org
312 -744-4902
Department of Procurement Services
Bid & Bond Room - Room 103, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

A Pre-Proposal Conference will be held on February 13, 2020, 11:00 am Central Time, City Hall,
Bid & Bond Room, Room # 103, 121 North LaSalle Street, Chicago, Illinois 60602.

Attendance is not mandatory but strongly encouraged.

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M., CENTRAL TIME, ON
MARCH 16, 2020.**

**LORI E. LIGHTFOOT
MAYOR**

**SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER**

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EXHIBITS

- Exhibit 1: Scope of Services
- Exhibit 1A: Service Level Requirements (“SLAS”)
- Exhibit 2: Compensation Schedules
- Exhibit 3: Company Profile Information
- Exhibit 4: Company References/Client Profile Information
- Exhibit 5: Special Conditions Regarding Minority and Women Owned Business Enterprise (M/WBE) Commitment, including:
1. Attachment A: Assist Agencies
 2. Attachment B: Sample Letter to Assist Agencies
 3. Schedule B: Affidavit of Joint Venture (M/WBE)
 4. Schedule C-1: Letter of Intent from M/WBE to Perform as Subcontractor, Supplier and/or Consultant
 5. Schedule D-1: Affidavit of M/WBE Goal Implementation Plan
- Exhibit 6: Online City of Chicago Economic Disclosure Statement and Affidavit (EDS) Instructions and Attachment A, Online EDS Acknowledgement
- Exhibit 7: Contract Insurance Requirements
- Exhibit 8: Sexual Harassment Policy Affidavit (Section 2-92-612)
- Exhibit 9: City of Chicago Sample Professional Services Agreement
- Exhibit 10: Data Protection Requirements for Contractors, Vendors and Third Parties
- Exhibit 11: Contractor’s Affidavit Regarding Removal of All Waste Materials and Identification of all Legal Disposal and Recycling Sites

**REQUEST FOR PROPOSAL (“RFP”) FOR
MULTI-FUNCTION DEVICES (MFDs), PRINTERS, AND RELATED SERVICES
FOR THE CITY OF CHICAGO**

Specification No. 1097939

I. GENERAL INVITATION

A. Purpose of the Request for Proposal

The City of Chicago (“City”) acting through its Department of Assets, Information, and Services (“Department” or “AIS”), invites the submission of proposals from firms with expertise and experience in providing leased Multi-Function Devices (MFDs), Printers, and Related Services for the City of Chicago

Companies with demonstrated experience in this area, and with an interest in making their services available to the City of Chicago, are invited to respond to this RFP.

It is understood that the selected Respondent (“Contractor” or “Vendor”) acting as a partnership, corporation or other legal entity licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Contractor under a contract awarded pursuant to this RFP are confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval from the City.

The Contractor shall be financially solvent and each of its members, if a joint venture, its employees, agents or subcontractors of any tier shall be competent to perform the services required under this RFP document.

B. Background/ General Overview

1. Goals and Objectives

The City of Chicago is seeking Proposals from an office equipment vendor for Multi-functional Devices (MFDs), Printers, and Related Services for the City of Chicago. The City of Chicago intends to award a contract designating a single Vendor as the City’s source of new MFD and Printer leases for a period of five (5) years. Production equipment and large format printers will be excluded from the scope of the contract.

The goal of this RFP is to find a Vendor of Equipment who:

- a. Possess expertise to optimize the City’s MFD and printer fleet and effectively manage the City’s MFD and printer landscape;
- b. Leads the market in technological advancements for this type of Equipment coupled with best in class services;

- c. Has the ability to reduce the City's MFD and printer fleet lease costs, and the willingness to upgrade and downgrade Equipment within the fleet during the Agreement term to keep pace with changing print requirements.

The City will lease MFDs, Printers and MFD/printer accessories for a five (5) year term. The City will only enter into new leases in the first five (5) years after the Agreement's effective date. At the conclusion of the five-year term of any particular lease, the City will have the option to own the Unit or accessory that is the subject of that lease for no additional cost. The Vendor will provide MFD/printer consumables (excluding paper) and maintenance services for a lease and maintenance charge lease fee. Maintenance services will include regular maintenance, repairs, and software updates. Whether or not the City exercises its option to own the Equipment, the City may require the Vendor to provide thirty-six (36) months of maintenance services and consumables for each Unit, after the expiration of its lease, for which the City will pay a post-lease maintenance charge ("Post-Lease Services"). The City may discontinue Post-Lease Services and instruct the Vendor to remove Equipment at any time. The City will have no penalty for termination of Post-Lease Services. The Agreement will expire only after the lease term of each piece of Equipment provided by Vendor, and each Unit's Post-Lease Service period, has concluded. Once the City terminates its use of a Unit, the Vendor must dispose of that Unit and securely wipe its hard drive.

The agreement between the City and the Vendor shall contain the entire agreement between the parties for all of the Services and Equipment leases entered into under the agreement; the Vendor will have no ability, during the term of the Agreement, to require additional or substitute terms and conditions with respect to any particular lease or leases.

The City may terminate the agreement, in whole or in part, at any time, upon which the Vendor's sole remedy will be to take back the Equipment; the Vendor cannot accelerate lease payments for any piece of Equipment. Likewise, the Vendor's sole remedy for default is to take back the Equipment; it may not accelerate lease payments for any piece of Equipment.

The proposals must be submitted strictly as per the guidelines mentioned in this RFP. Failure to do so, may lead to disqualification from the process.

2. The City of Chicago's Current Landscape for Multifunctional Devices

The City's current MFD and printer fleet is comprised of 1839 leased, network and non-network devices spread across 33 departments, at approximately 275 locations city-wide. The current print output across locations is 75 million black & white impressions and 15 million color impressions annually. The current leases for the fleet expire in a phased manner, beginning 2018.

The selected Vendor would be required to install the new proposed Equipment as the leases for the existing equipment expire. Thus, Equipment leases will begin and end in a phased fashion. Once the initial five (5) years of the Agreement have lapsed, and the City may no longer procure new leases from the Vendor, the City will advertise for a replacement contract. The Vendor will continue to provide services to the City until the lease term of each device provided by Vendor has concluded.

The Table below lists the total number of Black and White Units and Color Units by Department.

NOTE: The City's Department of Fleet and Facility Management 2FM and Department of Innovation and Technology have been combined, and are now the Department of Assets, Information, and Services ("AIS").

Current Unit List by Department:

Department	Black & White	Color	Total
2FM	34	8	42
DEPARTMENT OF ANIMAL CARE & CONTROL	1	5	6
BUSINESS AFFAIRS & CONSUMER PROTECTION	63	9	72
BOARD OF ETHICS	0	2	2
CDOT	49	12	61
CHICAGO PUBLIC LIBRARY	223	4	227
CITY CLERK'S OFFICE	9	1	10
COMMISSION ON HUMAN RELATIONS	1	1	2
DCASE	12	5	17
DEPARTMENT OF ADMINISTRATIVE HEARINGS	37	2	39
DEPARTMENT OF AVIATION	72	44	116
DEPARTMENT OF BUILDINGS	13	7	20
DEPARTMENT OF INNOVATION AND TECHNOLOGY	3	2	5
DEPARTMENT OF PROCUREMENT SERVICES	9	2	11
DEPARTMENT OF WATER MANAGEMENT	55	103	158
FAMILY & SUPPORT SERVICES	72	18	90
FIRE DEPARTMENT	28	4	32
HUMAN RESOURCES	5	2	7
COPA	3	3	6
DEPARTMENT OF LAW	53	9	62
LICENSE APPEAL COMMISSION	0	1	1
MAYOR'S OFFICE	5	8	13
MOPD	5	2	7
OEMC	34	13	47
OFFICE OF BUDGET AND MANAGEMENT	2	2	4
OFFICE OF THE INSPECTOR GENERAL	2	1	3
PLANNING AND DEVELOPMENT	7	8	15
POLICE BOARD	0	1	1
CHICAGO POLICE DEPARTMENT	452	94	546
PUBLIC HEALTH	67	10	77
REVENUE AND FINANCE	42	12	54
STREETS AND SANITATION	75	6	81
TREASURERS OFFICE	3	2	5

The table below lists the number of Unit leases expiring per year by department:

	2018	48
		1
COMMISSION ON HUMAN RELATIONS		1
DEPARTMENT OF ADMINISTRATIVE HEARINGS		9
DEPARTMENT OF BUILDINGS		16
OFFICE OF THE INSPECTOR GENERAL		1
PLANNING AND DEVELOPMENT		15
REVENUE AND FINANCE		4
TREASURERS OFFICE		1
BOARD OF ETHICS		
	2019	587
2FM		30
BUSINESS AFFAIRS & CONSUMER PROTECTION		18
CDOT		35
CHICAGO PUBLIC LIBRARY		26
CITY CLERK'S OFFICE		10
COMMISSION ON HUMAN RELATIONS		1
COPA		1
DCASE		17
DEPARTMENT OF ADMINISTRATIVE HEARINGS		14
DEPARTMENT OF ANIMAL CARE & CONTROL		4
DEPARTMENT OF AVIATION		63
DEPARTMENT OF BUILDINGS		3
DEPARTMENT OF LAW		23
DEPARTMENT OF PROCUREMENT SERVICES		9
FAMILY & SUPPORT SERVICES		52
FIRE DEPARTMENT		31
HUMAN RESOURCES		7
LICENSE APPEAL COMMISSION		1
MAYOR'S OFFICE		10
MOPD		4
OEMC		28
OFFICE OF BUDGET AND MANAGEMENT		1
OFFICE OF THE INSPECTOR GENERAL		1
POLICE BOARD		1
PUBLIC HEALTH		76
REVENUE AND FINANCE		40
STREETS AND SANITATION		79
TREASURERS OFFICE		2

2020	156
2FM	1
CDOT	23
CHICAGO POLICE DEPARTMENT	4
COPA	3
DEPARTMENT OF AVIATION	17
DEPARTMENT OF BUILDINGS	1
DEPARTMENT OF INNOVATION AND TECHNOLOGY	5
DEPARTMENT OF LAW	9
DEPARTMENT OF PROCUREMENT SERVICES	2
DEPARTMENT OF WATER MANAGEMENT	71
FAMILY & SUPPORT SERVICES	1
MAYOR'S OFFICE	3
OEMC	9
PUBLIC HEALTH	1
REVENUE AND FINANCE	5
STREETS AND SANITATION	1
2021	655
2FM	1
CDOT	3
CHICAGO POLICE DEPARTMENT	496
CHICAGO PUBLIC LIBRARY	17
DEPARTMENT OF ADMINISTRATIVE HEARINGS	14
DEPARTMENT OF ANIMAL CARE & CONTROL	2
DEPARTMENT OF AVIATION	6
DEPARTMENT OF LAW	1
DEPARTMENT OF WATER MANAGEMENT	76
FAMILY & SUPPORT SERVICES	36
FIRE DEPARTMENT	1
OFFICE OF BUDGET AND MANAGEMENT	1
REVENUE AND FINANCE	1
2022	440
2FM	9
BOARD OF ETHICS	1
BUSINESS AFFAIRS & CONSUMER PROTECTION	54
CHICAGO POLICE DEPARTMENT	46
CHICAGO PUBLIC LIBRARY	234
COPA	2
DEPARTMENT OF ADMINISTRATIVE HEARINGS	1
DEPARTMENT OF AVIATION	30

DEPARTMENT OF LAW	29
DEPARTMENT OF WATER MANAGEMENT	11
MOPD	3
OEMC	10
OFFICE OF BUDGET AND MANAGEMENT	2
OFFICE OF THE INSPECTOR GENERAL	1
REVENUE AND FINANCE	4
STREETS AND SANITATION	1
TREASURERS OFFICE	2

The table below lists the 2017 total print volumes for the City Fleet for color and black and white copies per month:

Month	Black & White	Color
January	5,288,775	1,194,674
February	3,981,491	739,629
March	7,001,752	1,416,675
April	7,486,312	1,740,494
May	7,964,482	1,824,308
June	7,589,066	1,684,526
July	7,661,787	1,622,769
August	12,212,484	2,271,238
September	6,854,020	1,416,068
October	7,768,923	1,776,871
November	6,968,803	1,401,478
December	6,142,554	1,239,104

3. Functional Requirements for Multi-Functional Devices and Printers

Over the past five years, the City has undertaken the process of optimizing and right-sizing the current landscape of MFDs and printers with the objective making sure that departments have equipment that best fit department's work requirements for print volume and functionality.

During this time, given changes and improvements in department's work flow, printing patterns, as well as changes in number of users at particular City location, there exists an opportunity to further rationalize the number of devices and model types and re-align device specifications to print volume needs in order to achieve greater device utilization and savings.

To standardize Equipment, the City of Chicago will select no more than seven standard MFD and printer types: four black and white devices and three color devices.

C. Internet Access to this RFP

All materials related to the RFP will be available on the internet at: www.cityofchicago.org/bids.

In the event you do not have download capability, all materials may be obtained from the City of Chicago Department of Procurement Services' Bid & Bond Room, located in Room 103, City Hall, 121 N. LaSalle Street in Chicago, IL 60602.

A Respondent who chooses to download an RFP solicitation instead of picking it up in person will be responsible for checking the aforementioned web site for clarifications and/or addenda, if any. Failure to obtain clarifications and/or addenda from the web site shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Proposal. Note, there may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Respondents are responsible for obtaining all RFP materials. If Respondent chooses to download and print an RFP document, the Respondent must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by emailing BidandBond@cityofchicago.org to register Respondent's company as an RFP document holder, which will enable the Respondent to receive any future clarifications and/or addendum related to this RFP.

The City accepts no responsibility for the timely delivery of materials or for alerting Respondents on posting to the DPS website information related to this RFP.

II. DEFINITIONS

The following defined terms have the meanings specified below.

NOTE: If a defined term is used only once, then it may be defined within the context in which it appears in that paragraph or section.

"Addendum" means a revision of the Proposal Documents issued by the Chief Procurement Officer prior to the due date for submitting proposals.

"Agreement" means the City of Chicago's Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms, as attached in this RFP in Exhibit 9.

"Chief Procurement Officer" or "CPO" means the Chief Procurement Officer of the City of Chicago and any representative duly authorized in writing to act on her behalf.

“Clarification” means the City’s response to questions submitted by Respondents which do not revise the requirements of the RFP.

“Commissioner” means the Chief executive of the City of Chicago Department of Assets, Information, and Services and any representative authorized in writing to act on the City Commissioner’s behalf.

“Contractor” or **“Vendor”** means the Respondent awarded a contract pursuant to this RFP process.

“Device” or **“Unit”** means an MFD or printer unit.

“Department” or **“AIS”** means the City of Chicago Department of Assets, Information, and Services as the lead overseeing the Agreement on behalf of other participating City departments.

“EC” means the Evaluation Committee appointed to review and assess all Proposals and make its recommendations to the Commissioner concerning its evaluations.

“EPEAT” means a procurement tool designed to help large volume purchasers evaluate, compare, and select electronic products based upon their environmental attributes as specified in the most recent Institute of Electrical and Electronics Engineers (IEEE) 1680 Standards for imaging equipment.

“Equipment” means multi-function devices, printers and related accessories.

“MFDs” means Multi-Function Devices.

“Post-Lease Services” means Services provided in the thirty-six (36) month period after a Unit’s five (5) year lease has expired.

“Proposal” is the written content and documents submitted by a Respondent in response to this RFP.

“Respondent” means the primary entity which submits a Proposal in response to this RFP and may include subcontractors or other team members.

“Services” means performance of all tasks, activities and deliverables as described in detail in Exhibit 1, Scope of Services and performed by qualified and licensed personnel of the selected Contractor from this RFP.

“Unit” or **“Device”** means an MFD or printer unit.

III. SCOPE OF SERVICES

A. Description of Services

The Services that the City seeks to acquire are described in detail in the Scope of Services, Exhibit 1.

B. Contract Term

Any contract awarded pursuant to this RFP solicitation will begin upon the effective date and expire only after the lease terms and Post-Lease Service periods have expired or have been terminated earlier by the City.

For the first five (5) years after the Agreement's effective date, upon the City's request, the Contractor will provide leases of Equipment, each with a five (5) year lease term. Once the initial five (5) years of the Agreement have lapsed, the City may no longer enter into new leases.

After the lease term for a Unit has expired, the City may require the Contractor to provide Post-Lease Services for up to thirty-six (36) months for that Unit. The City may terminate Post-Lease Services for any Unit, at any time, with no penalty. The City may terminate the Agreement in whole or in part at any time.

IV. GENERAL INFORMATION AND GUIDELINES

A. Communications Between the City of Chicago and Respondents

1. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Procurement Services.

All questions or requests for clarification must be in writing, sent by e-mail, and directed to the attention of Jana Williams, Jana.Williams@cityofchicago.org, Department of Procurement Services, Room 806, City Hall and must be received no later than 4:00 p.m. Central Time, on February 20, 2020. Respondents are encouraged, but not required, to submit questions prior to the scheduled Pre-Proposal Conference.

All questions and requests for clarification must be submitted via e-mail. The subject line of the email must clearly indicate that the contents are "Questions and Request for Clarification" about the RFP and are "Not a Proposal" and must refer to "Request for Proposal ("RFP") for Multi-Function Devices (MFDs), Printers, and Related Services, Specification No. 1097939." No telephone calls will be accepted unless the questions are general in nature.

2. Pre-Proposal Conference

The City will hold a Pre-Proposal Conference at City Hall, Bid & Bond Room, Room # 103, 121 North LaSalle Street Chicago, Illinois 60602 at 11:00 a.m. Central Time on February 13, 2020. All parties interested in responding to this RFP are urged to attend in person. The City requests that all parties planning on attending the Pre-Proposal Conference notify Jana Williams prior to the Pre-Proposal Conference. The e-mail communication shall include the names, titles, e-mail address and phone number of each attendee.

The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions posed on the day of the conference and to questions e-mailed prior to conference. Anything stated at this Pre-Proposal Conference is not intended to change the solicitation document. Any changes will be in writing in the form of an addendum issued by the Department of Procurement Services.

B. Deadline and Procedures for Submitting Proposals

1. To be assured of consideration, Proposals must be received by the City of Chicago in the City's Bid & Bond Room (Room # 103, City Hall) no later than 4:00 P.M. Central Time on March 16, 2020. The Bid & Bond Room can be reached at telephone number 312-744-9773.
2. The City may, but is not required to, accept Proposals that are not received by the date and time set forth in Section IV.B.1 above. Only the Chief Procurement Officer is empowered to determine whether to accept or return late Proposals. Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Proposals must be placed in the depository located in the Bid & Bond Room located in Room 103, City Hall. The time of the receipt of all Proposals to this RFP will be determined solely by the clock located in the Bid & Bond Room of City Hall. It is Respondent's sole responsibility to ensure that the Proposal is received as required.
3. Proposals must be delivered to the following address:
Shannon E. Andrews, Chief Procurement Officer
City of Chicago Department of Procurement Services
Bid & Bond Room
Room 103, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
4. Respondent must submit 1 hardcopy original, 1 redacted copy of the submission, and 8 electronic copies of the original in one searchable pdf format, all on a USB drive or CD-ROM. The original hardcopy must be clearly marked as "ORIGINAL" and must bear the original signature of an authorized officer on all documents requiring a signature. Copies must be exact duplicates of the ORIGINAL. Respondent must enclose all documents in sealed envelopes or boxes.
5. The outside of each sealed envelope or box must be labeled as follows:
Proposal Enclosed
Request for Proposal (RFP) for Multi-Function Devices (MFDs), Printers, and Related Services
Specification No. 1097939
Due: March 16, 2020, 4:00 pm, Central Time
Submitted by: (Name of Respondent)
Package ____ of ____
6. The City's opening of Respondent's sealed envelope(s) or package(s) containing a Proposal shall neither be deemed nor constitute acceptance by the City of Respondent's Proposal. The City reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if the same were submitted by the due date and time specified herein, for any purpose, including without limitation, determining the particular RFP to which Respondent has responded or determining if a Proposal was submitted by the date and time specified herein.

C. RFP Information Resources

Respondents are solely responsible for acquiring the necessary information or materials. Information for preparing a response to this RFP can be located in the following areas of the City's website: www.cityofchicago.org/bids.

- Search MBE/WBE Directory Database
- Pre-Proposal Conference Attendees
- Addenda and Exhibits, if any

D. Procurement Timetable

The timetable for the RFP solicitation is summarized below. Note that these are target dates and are subject to change by the City.

Key Activity	Target Date
City Issues RFP	02/06/2020
Pre-Proposal Conference	02/13/2020
Proposal Questions Due	02/20/2020
Proposals Due	03/16/2020

E. Transparency Website: Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website. However, Respondents may designate those portions of the Proposal which contain trade secrets or other proprietary data ("Data") which Respondents desires remain confidential.

To designate portions of the Proposal as confidential, Respondent must:

1. Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."
2. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this RFP."
3. **Provide a CD-ROM with a redacted copy of the Proposal or Submission as one .pdf format file for posting on the City's website. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be**

represented by a page indicating that the page or section has been redacted. Failure to provide a redacted copy may result in the posting of an un-redacted copy.

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive.

All Proposals submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "Confidential," will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of information.

V. PREPARING PROPOSALS: REQUIRED INFORMATION

Each Proposal must contain all of the following documents and must conform to the following requirements.

A. Format of Proposals

Proposal hardcopy original must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned.

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth in Section V.B. Each page of the Proposal must be numbered in a manner so as to be uniquely identified.

Electronic versions of the original proposal shall be word-searchable and mirror images of the original hardcopy.

B. Required Contents of Proposal

Respondent must include a detailed response to the requirements of the City detailed in Exhibit 1, Scope of Services. Proposal content must be clear, concise and well organized. Respondent is strongly discouraged from including marketing or promotional materials not related specifically to the focus of this RFP. Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the City, your Proposal and related submittals may become part of the Agreement. While the City recognizes that Respondents provide costs in varying formats, compliance with the enclosed Compensation Schedule in Exhibit 2 is required to facilitate equitable comparisons.

At a minimum, the Proposal must include the following items:

1. Cover Page

The Proposal must begin with a cover page bearing the name and address of the Respondent and the name and number of this RFP. Any confidential, proprietary information or trade secret claims must be outlined on the cover page.

2. Table of Contents

A table of contents for the Proposal should follow the cover page.

3. Cover Letter

Respondent must submit a cover letter signed by an authorized representative of the entity committing Respondent to provide the Services as described in this RFP in accordance with the terms and conditions of any contract awarded pursuant to the RFP process. The cover letter must:

- a) Indicate the number of years the company/organization has been in business and provide an overview of the experience and background of the company/organization and its key personnel committed to this project.
- b) Identify the legal name of the company/organization, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited liability company or partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary of State.
- c) Indicate the name, telephone number(s) and e-mail address of the principal contact for this proposal, oral presentation or negotiations.
- d) Include statement of any objections or comments, to the City of Chicago's standard contract terms and conditions as stipulated in the Sample Professional Services Agreement in Exhibit 9 of this RFP. The Sample Professional Services Agreement is attached for reference to the standard City terms and conditions that apply to all transactions. The Agreement awarded pursuant to this RFP will be modified to incorporate terms relevant and specific to this procurement, including terms applicable to Multi-Function Devices (MFDs), Printers, and Related Services for the City of Chicago and compliance with legal requirements, including those specified in this RFP
- e) Acknowledge receipt of Addendum issued by the City, if any.

4. Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's strategy and methodology for successfully implementing and managing the project for the City of Chicago; capacity to perform, and approach to project management, satisfying the Scope of Services in the RFP and any additional factors for the City's consideration.

The summary should outline the Respondent's overall plan from the initial contract award (or pre-award meetings) phase, to post-award and on-going operations of contract; general approach to project management and expected deliverables and reports; and any relevant additional added value benefits the Respondent may provide to the City for its consideration.

5. Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to this Project

If Respondent proposes that major portions of the work will be performed or provided by different team members (e.g. joint venture partners, suppliers, subcontractors, etc.), Respondent must provide the required information as described below for each such team member.

Respondent must describe its previous experience on recent projects of similar type, scope and magnitude; may identify both private sector and public-sector clients. Respondent must include adequate detail about each project referenced, including a brief description of the project, the date the project was performed and completed, the location of the project, the nature and extent of Respondent's involvement, the dollar value of the project, the key personnel involved and their roles, and client reference information for the project.

a) Company Profile Information (See Form in Exhibit 3)

Identify participants in Respondent's "Team." For example, if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

If Respondent has a prime contractor/subcontractor relationship instead, this information regarding role, involvement and experience is also required for any subcontractor that is proposed to provide a significant portion of the work.

Provide a chronological history of all mergers and/or acquisitions involving the Respondent team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

If Respondent is a joint venture, attach a copy of the joint venture agreement signed by an authorized officer of each joint venture partner. Each partner must execute:

- (i) Schedule B as shown in Exhibit 5, if joint venture includes City of Chicago or Cook County certified MBE/WBE firms(s), as applicable.
- (ii) Separate Economic Disclosure Statement and Affidavit ("EDS") completed by each partner and one in the name of the joint venture as shown in Exhibit 6.
- (iii) Insurance certificate in the name of the joint venture business entity as shown in Exhibit 7.

b) Company References / Client Profile Information (See Form in Exhibit 4)

Respondent must provide at least three (3) references related to a contract of similar scope and magnitude as described in this RFP. Describe other cities for which the similar Services as described in Exhibit 1 were successfully provided. Experience will not be considered unless complete reference data is provided. At a minimum, the following information should be included for each client reference:

- Client name, address, contact person name, telephone and email address.
- Description of Services provided similar to the Services outlined in Exhibit 1 of this RFP.
- The date when the Service was implemented.
- The location of the project.
- Nature and extent of Respondent's involvement as the prime contractor (also indicate area of secondary responsibility, if applicable) and identify Services, if any, subcontracted, and to what other company.
- Contract term (Start and End date, or indicate if currently providing services)
- The total dollar value of the contract.

Explain any differences, if any, from the requirements set forth in this RFP, or proposed in response to this RFP, compared to the deliverables and service levels provided to any referenced cities or clients.

All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, including the City of Chicago, or any available sources, relevant information concerning Respondent's record of past performance.

c) Capacity to Perform City Project

Describe how any uncompleted projects and/or contractual commitments to other clients will affect your ability to deliver services, capacity to perform within City's timeline and affect dedicated resources committed to the City's Project. Respondent must provide a summary of current and future projects and commitments and include projected completion dates. Identify what percentage of the Services will be performed utilizing your own workforce, equipment and facilities. What percentage of the work will be subcontracted?

d) Business License / Authority to do Business in Illinois

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing the Services described in this RFP in the City of Chicago, County of Cook and State of Illinois, for itself, its partners and its subcontractors, including evidence that Respondent is authorized by the Secretary of State to do business in the State of Illinois.

If Respondent is not currently "doing business" in Illinois at the time of submission, it is not required to show corporate good standing in Illinois with the proposal; Respondent should so indicate and provide evidence of good standing for its state of organization, and primary state of operation, if different. Corporate good standing in Illinois will be required for award of any contract. Provide copies with the Proposal submission.

These requirements will vary depending upon the circumstances of each Respondent. See the Department of Business Affairs and Consumer Protection (BACP) website for additional information: www.cityofchicago.org/businessaffairs.

If required by law, Respondents are required to have an Illinois Business License. See the State of Illinois, Department of Business Services website for additional information: <http://www.cyberdriveillinois.com/>.

Additionally, visit the State of Illinois' Division of Professional Regulation for information regarding the State of Illinois' Professional Certifications: <http://www.idfpr.com/DPR/>.

6. Professional Qualifications, Specialized Experience and Local Availability of Key Personnel who will be dedicated to the Services described in this RFP

Respondent must provide a summary of individuals who will be dedicated to the Services described in this RFP. For each key person identified, Respondent must provide the following information:

- a) Summary of the key personnel who will be dedicated to the Services as proposed and consistent with Staffing Plan per Section V.B.7.f. including:
 - (i) Title and reporting responsibility
 - (ii) Proposed role in this project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
 - (iii) Pertinent areas of expertise and past experience
 - (iv) Base location (local facility, as applicable)
- b) Key personnel areas of expertise and areas for prime responsibility for various tasks or aspects of the Services.
- c) Resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFP.

For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

In addition to resumes, Respondent must provide a detailed description of the roles and responsibilities by job titles (service staff, supervisors, executive managers, etc.). Add any other types of staff/personnel whom the Respondent is proposing.

7. Implementation and Management Plan

Respondent must provide a comprehensive and detailed implementation and management plan which addresses Multi-Function Devices (MFDs), Printers, and Related Services requirements as outlined in Exhibit 1, Scope of Services of this RFP. The plan must demonstrate Respondent's capacity to successfully deliver Multi-Function Devices (MFDs), Printers, and Related Services and the ability to comply with the Scope of Service and requirements as described in this RFP.

a) Approach to Implementing Services

Describe your policies and procedures for delivering Multi-Function Devices (MFDs), Printers, and Related Services, project management, response time, training, reporting including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems.

b) Organization Chart

Submit an organization chart which clearly illustrates the team structure comprising all firms (joint venture partners, if any, subcontractors); their relationship in terms of proposed Services; and key personnel involved and the following information:

- (i) Respondent should provide an organization chart which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated. The specific role of each of the firms/organizations in a team or joint venture for each task/work activity must be described.
- (ii) Respondent must describe the specific role of each of the firms in a team or joint venture for each task/work activity.
- (iii) Respondent should provide an organization chart identifying and showing the relationships between the Respondent and subcontractors. The generic titles and responsibilities of key personnel to be assigned to this Project by the Respondent and by any subcontractor must be identified.

c) Quality Assurance / Quality Control (QA/QC)

- (i) Describe your firm's approach, procedures, processes and resources to assist in providing quality management to enhance the program quality, security of data and accuracy of reporting.
- (ii) Describe your firm's approach to implementing a quality management system that defines quality, including both quality control and quality assurance methods. Quality Control (QC) is concerned with the internal process while Quality Assurance (QA) is the methodology to evaluate the conformance to the Scope of Services.

d) Dedicated Resources

Describe facilities, equipment, support personnel, software and system technologies, and other resources available for implementing and management of this project.

e) Staffing Plan

Provide an assessment of staffing needs for each major activity area by job title and function. Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the City of Chicago project including team structure, numbers and team management plans to achieve requirements for transition, implementation and services.

Submit resumes for key personnel that will be committed to this engagement. Correlate team members to the tasks they will be performing during implementation/transition and on-going operations. For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

8. Pricing Schedule

The Respondent is responsible for disclosing any charges or fees in Exhibit 2 – Pricing Schedule that the City would incur with the Respondent, before, during, and after the implementation. Proposals that fail to include pricing information will be rejected as incomplete and deemed non-responsive.

All costs must, at a minimum, be provided in the format and content as requested in Exhibit 2. For purposes of comparing pricing schedules, Respondents, for the lease term and Post-Lease Service period, must not deviate from the cost table outlined in Exhibit 2. The City reserves the right to negotiate a final fixed price, terms, and conditions with selected Respondent.

9. Minority and Women Business Enterprise Commitment

Respondent must complete and submit the forms that are attached to this RFP in Exhibit 5 to evidence Respondent's proposed MBE/WBE participation in some aspect of the contract. For purposes of your response to this RFP, the minimum Minority Business Enterprise (MBE) direct participation goal is 10% and the minimum Women Business Enterprise (WBE) direct participation goal is 5% of the total contract value.

Respondent must submit a completed Schedule D-1 and obtain a separate Schedule C-1 completed and signed by each proposed MBE and WBE firm describing the services to be provided. With each Schedule C-1 form, Respondent should submit a current Letter of Certification issued by the City of Chicago or Cook County. The proposed MBE or WBE firm must be certified by the City of Chicago at the time of Proposal submission. The City reserves the right to require Respondents to replace any proposed MBE/WBE that is not certified with the City of Chicago or Cook County.

Further, the percentage participation for each MBE or WBE firm on the individual Schedule C-1s should match the percentages for each MBE or WBE firm listed on the Schedule D-1. All schedules submitted must be original signature. Failure to submit these documents, or incomplete documents, may result in Respondent being declared non-responsive.

In order to determine the best way in which to achieve and document direct MBE/WBE participation, Respondent must refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFP as Exhibit 5. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you can search the City's MBE/WBE Directory Database on the City's website:
www.cityofchicago.org/Procurement.

10. Financial Statements

Respondent must provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. The City will accept a complete set of financial statements on CD-ROM or USB drive instead of multiple copies, if voluminous for the period requested. The City will not accept a web link.

Respondents are required to provide required financial statements in sufficient detail for the City to assess its financial condition as part of their proposal submission. The City

reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

If Respondent is unable to provide audited financial statements, state the reasons in your Proposal response and provide financial documentation in sufficient detail to enable the City to assess the financial condition of your company.

Sufficient alternate documentation would be un-audited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) for the requested three years. Assets/liabilities and income/ expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.

11. Sustainability Requirements

The City intends to partner with a company that can identify and promote the use of available environmentally preferable products, also referred to as green products, and identify opportunities to reduce the overall environmental impact of MFD use when possible.

Product EPEAT Level Rating

Respondent shall identify with their proposal a preliminary list of the EPEAT-registered product(s) by manufacturer, model name, and model number expected to be supplied under this Agreement. In addition, Respondent shall specify the EPEAT level rating (bronze, silver, or gold) for each product.

Ongoing Consumables Sustainable Purchasing Plan

Respondent must provide with their proposal a preliminary list of ongoing consumables expected to be supplied during the duration of the Agreement. Respondent must identify specific green attributes associated with these consumable supplies, when applicable or available. Consumable supplies include but are not limited to cartridges, toner/ink, spare parts, and staples. Examples of green attributes include but are not limited to percentage of recycled content (pre- and post-consumer), third-party certifications (such as Green Seal, Ecologo, EPA Safer Choice etc.), refillable or remanufactured products (such as cartridges), and that meet criteria in the US General Services Administration (GSA) Sustainable Facilities Tool at <http://sftool.gov/GreenProcurement>.

Waste and Material Handling and Disposal Facilities

As part of the proposal, Respondent shall clearly describe its approach to device end-of-life management, including recycling and refurbishing practices. In addition, Respondent will submit Exhibit 11 - Contractor's Affidavit Regarding Disposal and Recycling of Waste Materials and Identification of all Legal Disposal and Recycling Sites identifying facilities to be used for disposal and/or recycling of materials generated as part of this Agreement.

12. Economic Disclosure Statement and Affidavit ("EDS") and Attachment A: Online EDS Acknowledgement

Respondent shall complete an Economic Disclosure Statement and Affidavit and, Attachment A: Online EDS Acknowledgement. See Online City of Chicago EDS Instructions and Attachment A: Online EDS Acknowledgement, in Exhibit 6. If

Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. All affidavits must be notarized. Upon completion of Online EDS, **Respondent shall submit a copy of 2 documents with their Proposal: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form.**

The Respondent submitting as the prime must submit the above referenced EDS documents with its Proposal. Subcontractors may be asked, at the City’s discretion, to provide an EDS during the evaluation process.

13. Legal Actions

Respondent must provide a listing and a brief description of all material legal actions, together with any fines and penalties, for the past 5 years in which (i) Respondent or any division, subsidiary or parent entity of Respondent, or (ii) any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:

- a) A debtor in bankruptcy; or
- b) A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
- c) A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- d) A defendant in any criminal action; or
- e) A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- f) A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- g) A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

The City reserves the right to request similar legal action information from Respondent’s team members during the evaluation process.

14. Insurance

Respondent should include a statement that they can comply with the City’s insurance requirements. Prior to contract award, the selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 7.

15. Disclosure of Conflicts of Interest

The City expects that the Respondent will not have any conflicts of interests (including, but not limited to, any conflicts based on Respondent’s participation in other City

contracts). Therefore, Respondent should include in its Proposal a description of any actual or potential conflicts of interest.

VI. EVALUATING PROPOSALS

A. Evaluation Process

An Evaluation Committee, which will include the representatives from the Department of Finance and the Department of Procurement Services and may include representatives of other departments of the City ("Evaluation Committee" or "EC") will review and evaluate the Proposals, as described below.

In evaluating Proposals, the EC will first consider the completeness and responsiveness of the Respondent's Proposal. The Proposal evaluation process is organized into three phases:

Phase I	Preliminary Proposal Assessment
Phase II	Proposal Evaluation
Phase III	Site Visits, Products/System Demonstration and/or Oral Presentations (if necessary)

Phase I - Preliminary Proposal Assessment

Phase I will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in Section V. B, Required Contents of the Proposal. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent's Proposal meets the requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent's qualifications, experience, proposed implementation and management plan, cost proposal/ compensation schedule, and other factors based on the evaluation criteria outlined in Section VI. B, Evaluation Criteria.

As part of the evaluation process, the EC will review the information required by Section V, for each Proposal received. The EC may also review other information gained by checking references and by investigating the Respondent's financial condition.

The City reserves the right, after advertisement of the RFP, to refine the Scope of Services, with appropriate notice. Further, if, upon receipt of Proposals, the City wishes to make refinements to the Scope of Services, it may, depending upon the circumstances, provide the revision to all Respondents and invite revised proposals from the Respondents based upon the revised Scope of Services.

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time

during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

The City reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.

B. Evaluation Criteria

In Phase II, the Evaluation Committee will review the Respondent's Proposal to determine overall responsibility of the Respondent and responsiveness and completeness of the Proposal with respect to the components outlined in the RFP using the following criteria (not necessarily listed in order of importance) as applicable:

1. Professional and Technical Competence

- a) Ability to provide the Services described in the RFP, including capacity to perform the Scope of Services described in Exhibit 1 of this RFP.
- b) Professional Qualifications and Specialized Experience of Respondent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies).
- c) Professional Qualifications and Specialized Experience of Respondent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of Chicago.
- d) References / Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services, operating within budget and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.

2. Quality, Comprehensiveness and Adequacy of the proposed Implementation and Management Plan

The EC will consider the quality, comprehensiveness and adequacy of the proposed implementation and management plan including the staffing plan, dedicated resources, local availability and commitment of personnel who will manage and oversee the City of Chicago account.

The Evaluation Committee will review each Proposal for the Respondent's understanding of the objectives of the Services and how these objectives may be best accomplished. Each Respondent will be evaluated on their overall strategy, methodology and approach to meeting the City's service level needs.

3. Pricing Schedule

The City will consider the degree to which Respondent adheres to the Pricing Schedule in Exhibit 2 taking into consideration the adequacy, comprehensiveness and competitive pricing offered.

4. MBE/WBE Compliance Plan

The EC will evaluate the level, relevancy, and quality of participation by MBE/WBE firms certified by the City of Chicago or Cook County. It should be noted that non-responsiveness to this requirement may be cause for the prospective Respondent to be disqualified.

5. Legal Actions

The EC will consider any legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.

6. Financial Stability

The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.

7. Sustainability Requirements

The City will consider Respondent's degree of commitment to environmental sustainability, the opportunities Respondent has identified for the use of environmentally preferable products, also referred to as 'green products', and its plan to reduce the overall environmental impact of MFD use.

8. Compliance with Laws, Ordinances, and Statutes

The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in Exhibit 6.

9. Insurance

The EC will consider the statement or other information confirming Respondent's ability to comply with the City's insurance requirements specified in Exhibit 7 of the RFP.

10. Degree to which the Respondent accepts the City's Terms and Conditions

Respondent must indicate the degree to which it accepts the City's terms and conditions, including in the Scope of Services and the City's Sample Professional Services Agreement in Exhibit 9. A Respondent that takes material exceptions to the City's terms and conditions may be found to be non-responsive and its Proposal may be rejected.

11. Conflict of Interest

The EC will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.

12. Licensing and Certifications

The EC will verify the Respondent has all appropriate licenses or certifications required of any individual or entity performing the Services described in this RFP in the City of Chicago, County of Cook and State of Illinois, for itself, its partners and its subcontractors, including evidence that Respondent is authorized by the Secretary of State to do business in the State of Illinois.

VII. SELECTION PROCESS

After the Evaluation Committee ("EC") completes its review of Proposals in Phase II, it may submit to the City Commissioner and Chief Procurement Officer a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select one Respondent, or a recommendation to reject any or all Proposals.

Phase III- Site Visit, Product/System Demonstration and/or Oral Presentations

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Commissioner and the Chief Procurement Officer, those short-listed Respondents may be subject to a site visit, product/system demonstration and/or be invited to appear before the Evaluation Committee for an oral presentation to clarify in more detail information what was submitted in Respondent's Proposal; and/or to ask Respondent to respond to additional questions. The City may request a live product/ system demonstrations for short listed finalists.

Following oral presentations, the Evaluation Committee will make a final evaluation of the Respondents and submit its recommendation to the City Commissioner. Such recommendation may be to enter into negotiations with only one Respondent or may be to enter into negotiations with more than one Respondent.

Upon receipt of the EC's recommendation, the City Commissioner will submit a decision (concurrence or rejection of the EC's recommendation) to the Chief Procurement Officer. The Chief Procurement Officer shall then consider the City Commissioner's recommendation and exercise her authority to either notify the Respondent(s) to enter into contract negotiations or reject the recommendation and offer alternate options.

The City will require the selected Respondent(s) to participate in contract negotiations. The City's requirement that a selected Respondent negotiate is not a commitment by the City to award a contract.

The City reserves the right to terminate this RFP solicitation at any stage if the Chief Procurement Officer determines this action to be in the City's best interest. The receipt of Proposals or other documents will in no way obligate the City of Chicago to enter into any contract of any kind with any party.

VIII. ADDITIONAL DETAILS OF THE RFP PROCESS

A. Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent (electronically or by mail) to all of the prospective Respondents listed on the "Take Out Sheet" prior to the Proposal due date. A copy of addenda associated with this RFP specification number will also be posted on the City of Chicago Department of Procurement Services' website and may be downloaded in lieu of being sent the addendum. Prospective Respondents are listed on the Take-Out Sheet when they pick-up a copy of the RFP package from the Bid & Bond Room and leave a business card, e-mail BidandBond@cityofchicago.org or call in to the Bid & Bond Room to register their company as having downloaded a copy of the RFP prior to the Proposal due date. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent should acknowledge receipt.

Respondents are solely responsible for acquiring the necessary information or materials from the Bid and Bond room.

Copies of the take-out list, and any addenda, are available from the Department of Procurement Services Bid & Bond Room 103, City Hall, 121 North LaSalle Street, Monday-Friday, 8:30 a.m. - 4:30 p.m.; 312-744-9773; and via the Internet at the Department of Procurement Services website: www.cityofchicago.org/Procurement

An addendum may include, but will not be limited to, the following:

1. Responses to questions and requests for clarification sent to the Department of Procurement Services; or
2. Responses to questions and requests for clarification raised at the Pre-Proposal Conference; or
3. Responses to questions and requests for clarification which were sent in by the deadline for submission of questions; all in accordance with the provisions of Section IV A.1 herein.

B. City's Rights to Reject Proposals

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by this RFP. If no Respondent is selected through this RFP process, then the Chief Procurement Officer may utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago, to obtain the Services described in this RFP or as may otherwise be so required.

C. No Liability for Costs

The City is not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors, or other interested parties in connection with the RFP process,

including but not limited to costs associated with preparing the Proposal and/or participating in any conferences, site visits, demonstrations, oral presentations or negotiations.

D. Prohibition on Certain Contributions - Mayoral Executive Order No. 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Consultant's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Consultant, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Consultant's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

E. False Statements

1. 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

2. 1-21-020 Aiding and Abetting

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

3. 1-21-030 Enforcement

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

F. Title VI Solicitation Notice

The City in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair

opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

G. Policy Prohibiting Sexual Harassment

If this Contract was advertised on or after June 30, 2018, Respondent shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit," Exhibit 8 attached hereto) that Respondent has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment.

EXHIBIT 1

SCOPE OF SERVICES

A. Description of Services

1. Equipment and Fleet Assessment

City will provide Vendor with MFD/printer fleet assessments conducted by the Incumbent Vendor for the original deployment of Equipment by Department. Vendor will be required to review these assessments, conduct its own assessment and to make recommendations that will right-size and optimize the fleet, as well as create print policy standards.

The City's MFD/printer fleet, for the purposes of this Agreement, includes all leased and owned multi-function devices, single function printers. It does not include production equipment. It excludes large format printers.

The City will lease MFDs, printers and MFD/printer accessories for a five (5) year term. The City will only enter into new leases in the first five (5) years after the Agreement's effective date. At the conclusion of the five-year term of any particular Equipment lease, the City will have the option to own the Unit and/or accessory that is the subject of that lease for no additional cost. The Vendor will also provide Unit consumables (excluding paper) and maintenance services for a lease and maintenance charge. Maintenance services will include regular maintenance, repairs, and software updates. Whether or not the City exercises its option to own the Equipment, the City may require the Vendor to provide thirty-six (36) months of maintenance services and consumables for each Unit, after the expiration of the lease, for which the City will pay a post-lease maintenance charge. The City may discontinue Post-Lease Services and instruct the Vendor to remove a Unit at any time. The City will have no penalty for termination of Post-Lease Services. The Agreement will expire only after the lease term of each piece of Equipment provided by Vendor, and each post-least service period has concluded. Once the City terminates its use of a Unit, the Vendor must dispose of that Unit and securely wipe its hard drive.

The Agreement between the City and the Vendor shall contain the entire agreement between the parties for all of the Services and Equipment leases entered into under the agreement; the Vendor will have no ability, during the term of the Agreement, to require additional or substitute terms and conditions with respect to any particular lease or leases.

The City may terminate the Agreement, in whole or in part, at any time, upon which the Vendor's sole remedy will be to take back the Equipment; the Vendor cannot accelerate lease payments for any piece of Equipment. Likewise, the Vendor's sole remedy for default is to take back the Equipment; it may not accelerate lease payments for any piece of Equipment.

The City of Chicago will select no more than seven standard Unit types; four black and white devices and three-color devices.

MFD/Printer Requirements Speed and Volumes

Tier	Description	Current City of Chicago equipment by Tier	Pages per month for each Unit
Tier 1	Black & White Desktop Printer-Letter speed over 35 PPM	327	Under 2500 pages per month
Tier 2	Black & White Multifunctional Desktop Device speed over 35 25 PPM	400	Under 2500 Pages per month
Tier 3	Black & White Multifunctional Devise Device speed over 45 PPM	742	0-6000 Pages per month
Tier 4	Black & White Multifunctional Devise Device speed over 75 PPM	10	5000-20000 Pages per month
Tier 5	Desktop printer Letter speed over 25 PPM	65	0-6000 pages per month
Tier 6	Color Multifunctional Device speed over 35 PPM	236	5000-15000 Pages per month
Tier 7	Color Multifunctional Device speed over 50 PPM	10	Over 15000 Pages per month

2. MFD/Printer Fleet Management Requirements

Vendor must provide a Fleet Management Project Manager to support and facilitate efficiencies within the operation of the Fleet.

Vendor must provide ongoing fleet assessment services.

Vendor will provide recommendations for changes in the fleet in order to keep equipment optimized to the City's printing needs of the City of Chicago including upgrading and down grading.

Vendor will maintain an accurate account of fleet deployment. These services should include but may not be limited to the ability to locate, identify, and report on each device in the fleet.

Fleet Management Services include, but are not limited to:

- On-site, dedicated resource to handle training requests, escalation of service, billing and general questions
- Establish and maintain a master asset log for all in-scope equipment
- Capture meter read information monthly
- Support IMAC process - device moves/removals and tracking of new device placements
- Coordinate device deliveries, returns and moves with current vendor and customer resources

- Review the monthly usage report and invoice to ensure accuracy for billing and general asset management purposes
- Develop monthly, quarterly and annual reports, and ad-hoc reporting upon request
- Support the analysis of data each month relative to service performance against SLA's and device utilization
- Identify, communicate and coordinate end-user training opportunities

Vendor must provide monthly usage reports with detailed usage information and make recommendations in support of continuous fleet management.

The report should include, but not be limited to the following items:

- Department Name
- Department monthly cost per copy
- Department average monthly cost per copy
- Equipment serial number and model number (unique ID)
- Accessories include on the machine
- Installation date and Expiration
- Total number of MFD'S, Location (Building and Street Address)
- Usage Volume by month, Color / B&W printing, Simplex / Duplex printing
- Service Time for calls
- Uptime on all machines
- Total actual billing for each department
- Number of color impressions
- Number of black and white impressions
- Average cost per copy

Additionally, Vendor shall review these monthly reports and invoices to ensure accuracy for billing and general asset management purposes, and develop monthly, quarterly and annual reports.

Such reports shall be in a form with content acceptable to the City.

Vendor shall Review monthly usage and performance against the Services Level Agreement, set forth in Pricing Schedule - Exhibit 2 and device utilization and track performance and issues originating from the Vendor and the City.

3. Equipment Delivery Requirements

Vendor Equipment must be delivered within 10 days of release of an order from the City of Chicago.

Equipment must be delivered and placed on site of installation in the original equipment packaging by the Vendor.

Vendor is required to coordinate timing of deliveries of Equipment with individual departments to allow for a smooth transition between any required site preparations and the installation task.

Staggered deliveries may be necessary.

Prices quoted by the Vendor in the Exhibit 2- Pricing Schedule must be inclusive of packaging, transportation, delivery and installation charges.

4. Equipment Installation Requirements

It will be the Vendor's responsibility, prior to delivery, to survey and review the particular installation location to ensure that the existing proposed location meets the established installation criteria.

Vendor is required to install all new and replaced Equipment and to make sure that the Equipment is operating as required.

The Vendor must provide, at no cost to the City of Chicago, a starter kit which includes toner, developer, fuser oil, etc., if applicable, sufficient to produce the maximum number of copies in the copier band.

Paper need not be furnished.

Installation is deemed as completed when the Equipment is in operable condition and produces acceptable copies, prints documents and faxes & scans efficiently.

If newly installed Equipment is not operating as intended, the Vendor must replace this Equipment the same day if possible, but not later than 1 business day.

The City of Chicago will require Vendor to:

- Sign-off on the installation of Equipment which indicates the Equipment has been installed and is functioning as intended.
- Provide all necessary documentation proving that each configuration has received ample burn-in time, has been properly configured.
- Provide all resources necessary to complete pre-shipment certification testing of each configuration as required by The City of Chicago.

Upon arrival, the Vendor installation agent will inventory the Equipment received to ensure that all of the Equipment listed on the packing slip has been received. The Vendor installation agent will unpack the system and/or peripherals. The Vendor installation agent will validate the internal components of the system to ensure that the proper components are present.

At the City of Chicago's discretion, the Vendor installation agent will dispose of, or store onsite, all boxes and packaging materials shipped with the system. The Vendor's installation agent must comply with the Waste and Material Handling Plan and Waste Disposal Affidavits when disposing of the packaging materials.

The Vendor installation agent will validate the configuration documentation to ensure that the proper procedures have been followed and the appropriate software has been installed.

After the system is connected to any power, phone and/or network connection that is required, the Vendor installation agent will test for network connectivity and software operability to certify the system as functioning properly. The Vendor installation agent will perform acceptance tests specified by The City of Chicago on all Equipment and software until the installation is deemed satisfactory.

If the City of Chicago is not totally satisfied with any Equipment under the Agreement, Vendor will, at the City of Chicago's request, replace it without charge with an identical model. This guarantee will be effective for the entire Agreement term.

B. Service Maintenance Requirements

Vendor is required to undertake maintenance of the installed Units from the date of installation throughout the term of the Agreement.

1. Vendor must guarantee 95% uptime.
2. Units that fail 3 or more times within 90 days of installation must be replaced within two (2) business days of their 3rd failure. A failure is defined as an instance where machine was inoperable and required Vendor maintenance support.
3. Additionally, at any point during the life of the leasing agreement if a Unit fails 3 or more times in 30 days, the Unit must be replaced within two (2) business days of their 3rd failure.
4. Also, if six (6) or more Units of the same product fail within a six (6) month period, then the Product shall be deemed as a Class Failure. At the City of Chicago's discretion, Class Failures will result in replacing the entire product line without additional cost to the City of Chicago.
5. If a piece of Equipment fails, the Unit must be returned to service within one (1) business day from the time of problem reporting. A loaner must be provided if the equipment is not returned to service within one (1) business day. If the Equipment is not repaired within one (1) business day and a loaner is not provided, Vendor would issue a credit that is equal to 1/20th of the monthly lease payment for each day beyond one (1) day that the Equipment is not available for end use. Vendor must have responsive certified service technicians and the support infrastructure to attend to repairs quickly, maximizing machine up time. A maximum twenty-four (24) hour response time as measured from the time the call has been placed by The City of Chicago to the time that the technician arrives on site is required for every service call and is required on a company-wide basis.
6. The Vendor must complete all necessary repairs which will make the Unit operational within forty-eight (48) hours following the time at which the service call has been placed by the City of Chicago. Should the repair time exceed this timeframe, the Vendor will be required to notify the City of Chicago and make arrangements for a replacement Unit until the repairs have been made and the Unit is up and running.
7. Prompt service is the responsibility of the Vendor and imperative to maintain customer satisfaction during the business hours of 8:00 am and 5:00 pm, Monday through Friday, excluding City Holidays.

C. Preventive Maintenance

The Vendor is responsible for conducting regularly scheduled maintenance on all contracted Equipment throughout the term of the Agreement.

Maintenance is inclusive of but not limited to cover repairs and adjustments required as a result of normal wear and tear and replenishment of consumables on the Equipment.

Repair/Replacement

- a) Vendor will make repairs as necessary to keep the Equipment in good working order.
- b) The Vendor will furnish only new parts for all repairs and replacement work. All parts will be held to manufacturer's standards of Mean Time Between Failure.
- c) In the case where a specific component is no longer available as a replacement part, the Vendor will replace the defective component with an equivalent component.
- d) For all repair/ maintenance work performed apart from preventive maintenance, the Vendor will maintain documentation on Equipment and will supply this documentation to the City of Chicago upon request. This documentation will include, but is not limited to, all devices and service histories for each Unit, and all records, under this Agreement, necessary to reconstruct a complete history of hardware issues for hardware platforms or components.
- e) The Vendor is responsible for removing and disposing or recycling offsite all old parts and returning the work area to the physical state that existed prior to the service call, unless otherwise specified by the City of Chicago.
- f) All systems replaced with new systems have the same warranty as new systems beginning from the time of replacement.
- g) If a Vendor component does not provide functionality as required and defined by the City of Chicago, the Vendor will include non-Vendor components in Vendor hardware as directed by the City.
- h) The term of any lease applicable to an individual piece of Equipment shall not be extended or otherwise affected by the replacement of that specific piece of Equipment with new or different Equipment, and instead the same lease or rental term shall apply.

D. Consumables Replenishment

The Vendor is responsible for replenishment of consumables at an agreed upon schedule for all contracted Equipment, for the term of the Agreement. Consumables are maintenance supplies included in the operation of machines (fuser, developer, toner, staples, etc.) but excluding paper. The City of Chicago will provide the storage space for all consumables. The Vendor will adhere to its Ongoing Consumables Purchasing Plan, which will be attached to the Agreement as an exhibit and meet the agreed upon sustainability requirements.

Supply administration is to be performed by the Vendor.

E. Customer Contact and Remote Help Desk

1. For the term of the Agreement, the Vendor will provide Customer Support to the City of Chicago as defined below:
 - a) Vendor will provide a single, local point of contact (and a backup) to handle questions or problems that may arise. At least one Customer Service Representative must be available during Vendor's operating hours. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, the City of Chicago's contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by phone or email.
 - b) Vendor should provide customer service support through a toll-free support number during regular business hours.
 - c) To ensure that the Vendor is following the problem management process, The City of Chicago may run audit of Vendor records.
 - d) Troubleshooting technical difficulties is the responsibility of the Vendor.

F. Problem Management

For the term of the Agreement, the Vendor will track all City of Chicago problems and issues originating from the Vendor and the City of Chicago personnel including progress reports on all defect fixes, not just those reported by the City. The Vendor will provide ongoing and weekly accounting of all failures and root causes. Additionally, the Vendor will develop and implement process improvements to eliminate the identified failure types.

The Vendor will provide a quarterly services review to enable a higher-level overview of common services issues. The information will be used to develop and implement process improvements to correct the identified failure types.

G. Security

Vendor will provide best practice standard security configurations for all networked devices. The features should include but may not be limited to secure password ability for IPP print access, secure password ability for HTTP access and secure password ability for Microsoft Share access.

Any tools that the Vendor provides to perform fleet management, device queries, or device management must demonstrate the ability to password protect the dataset. The login-password pair for such tools shall be encrypted on authentication to the device or the fleet.

MFDs must be able to store printed documents until released with a PIN to selected jobs. MFDs must be able to set expiration times for stored jobs such as after twenty-four (24) hours automatically delete any stored jobs.

Vendor must offer Units with the capability to digitally shred any stored images after deletion such as from copies, print, scans.

H. Software Update Procedures

The City of Chicago is to be notified of all patch changes on any Unit where these activities are appropriate. Notification shall be no less than five (5) business days from time that an update is either known to the Vendor privately or is general public knowledge in the IT community.

The Vendor shall identify the machine type/model affected by any update. The Vendor shall identify the appropriate patches to the City of Chicago, provide an installation procedure for the patches and technical support for the period ensuing till applied to all affected devices in the fleet.

In the event of known security vulnerability, the City of Chicago, at its sole discretion, may elect to have the Vendor apply these patches immediately versus a scheduled maintenance interval. In such an event the costs are borne by the Vendor.

Vendor shall grant the City of Chicago license a perpetual license for all software, and upgrades or new releases for no additional cost to the City of Chicago.

During the lease term and Post-Lease Service period, Vendor will provide: (1) software updates or new releases, if any are required for networking, equipment operation, security and reporting and (2) resolve, at no additional cost to the City of Chicago, any coding errors or workarounds or patches to correct any problems that may arise with the software in use.

I. Training Requirements

The Vendor will provide on-site training on all new Units during the device roll-out. The Vendor will develop and implement an ongoing training process, subject to approval by the City of Chicago, to train users on all devices.

The Vendor will provide the City of Chicago unlimited access to any Vendor developed or owned computer-based training (CBT) related to the City of Chicago standard Product.

Each location must be provided with one operation's manual for all Equipment being installed.

Vendor will contact the City department no less than one business day prior to installation of Equipment to arrange a training session.

Training Sessions will include, but not be limited to:

- Copier Functions
- Printer Functions
- Scanning Functions

J. Invoicing Requirements

Accuracy in invoicing is extremely crucial to the City of Chicago as it saves critical time reconciling invoices and payments. The Vendor is responsible for invoicing Equipment leases and Services. Lease costs and click charges for the Equipment must be invoiced on a monthly basis.

The Vendors must also be able to provide consolidated invoices for various devices. Invoices must clearly state the average cost per click for each Unit, the actual cost per Unit and the actual department average compared to the Agreement standard.

No estimated Usage Fee will be charged.

At a minimum, the invoice should show cost per machine, and click charge.

K. Technology Requirements

Technology Requirements pertaining to system architecture and system features required for the proposed devices are listed in Exhibit 2 - Pricing Schedule.

The requirements listed below are critical Department requirements and must be accommodated where appropriate. They are as follows:

- Facsimile Requirements
User departments require MFDs have the capability to handle multiple fax lines terminating in a single MFD.
- Data Security and Storage
When Unit hard drives are removed and disposed, they must be wiped of data for security purposes.
- Trial Period
The Vendor must provide City of Chicago the option to have a three-month trial period on all Units. If, after the trial period, it is determined that the Unit does not meet needs of user department, Vendor must remove the Unit free of charge.
- Efax Compatibility
Vendor systems must be able to integrate with faxing capabilities of the Stream Server. E-Copy compatibility with STREAM will be tested and approved by the User Department before installation is considered complete.

L. Removal / Disposal / Relocation Requirements

Upon the City's notification that Equipment must be removed, the Vendor is responsible for the removal and disposal of the Equipment on the pickup date designated by the City of Chicago. The City of Chicago is not responsible for any payments after it indicates Vendor should cease providing services (other than the removal of that Equipment) in regards to the particular Equipment.

For all salvaged or returned Devices, any information contained in the Unit, remains the property of the City of Chicago and must be removed prior to reuse of the Unit.

The Vendor will expunge the hard drive (via a government secure wipe or degaussing method) of any City of Chicago intellectual property including, but not limited to, the base software image.

All Equipment disposals must comply with any federal or state regulations and the City's Data Protection Requirements, attached as Exhibit 10. The Vendor must comply with its Waste and Material Handling Plan for removed Equipment and its Waste Disposal Affidavit, which will be attached as an exhibit to the Agreement. The Waste and Material Handling Plan must include an end-of-life Equipment management method, while the Waste Disposal Affidavit must designate recycling/disposal facility location(s).

Vendor will provide the above Equipment removal/disposal and secure data disposal services, at the City's direction, be that after the expiration of a lease term, after the conclusion of a Post-Lease Service period for a particular piece of Equipment, or upon the expiration of the Agreement.

All removal charges must be included in the proposed cost of each copier model.

If the Vendor must relocate a Unit to meet the SLAs (other than due to a change in the City's business practices described in Exhibit 1A at 6), Vendor must perform the relocation and will not charge the City for the relocation. If the City needs the Vendor to relocate a Unit for another City purpose, for example a department moving to a new office, the City will provide Vendor with advance notice, and the Vendor will relocate the Unit for the fee specified in the Pricing Schedule.

M. 5% of Fleet Flexibility

Up to 5% of the City's MFD/printer fleet may be replaced or upgraded at the request of the City at any time during the Agreement at no additional cost. A Unit that is replaced due to maintenance failure will not be included when calculating the City's right to replace Units at no additional cost to the City. When a Unit is replaced or upgraded at the City's direction, it will be subject to the remainder of the lease term of the original Unit.

N. Accessories

Additional Optional Accessories may be procured through this Agreement. Post-lease maintenance and supply of consumables for accessories will be included in the post-lease maintenance charge for the associated Unit. The vendor must remove and dispose of accessories upon the City's direction according to the same rules set forth in section L above.

EXHIBIT 1A
SERVICE LEVEL REQUIREMENTS ("SLAS")

1. Equipment Average Cost – City Wide Goal

Vendor is required to maintain an average cost per black and white copy of no higher than that set forth in Exhibit 2 - Pricing Schedule for all City Equipment.

Vendor is required to maintain an average cost per color copy of no higher than set forth in Exhibit 3 Pricing Schedule for all City Equipment. All City Equipment shall be included in the calculation of the core Equipment average cost city-wide.

If the average cost per copy ("CPC") for either B&W or Color is higher than the CPC's listed Pricing Schedule, the Vendor will develop and implement a Remediation Plan to bring the fleet within the agreed-upon average CPC.

2. Equipment Average Cost per Black and White Copy per Department – Departmental Goal

Vendor is required to maintain an average CPC set forth in Exhibit 2 - Pricing Schedule. The average cost is calculated by the total cost of the equipment and click charges.

If an individual department average cost per black and white copy is over the cost in Exhibit 2 - Pricing Schedule over a quarterly period, Vendor will identify the individual Device(s) which are higher than the Pricing Schedule average and Vendor has 90 days to relocate the Units at no cost to the City.

If the Vendor determines that a Unit will regularly fail to meet the average CPC standard set forth in Exhibit 2 – Pricing Schedule over a fixed quarterly period the following will apply:

Prior to installation - the Vendor will inform the City of the Unit(s) that will not attain the average CPC set forth in Exhibit 2 – Pricing Schedule.

The Department may choose to either exempt the Unit from the average CPC calculations or Vendor may suggest installing a Unit from a different equipment Tier.

After installation – The Department may choose to exempt the Device from a department's quarterly calculation of the average CPC and have the Device remain in place. If the Department elects to *not* exempt the Unit, Vendor may either relocate the Unit at Vendor's cost to a location where it will be utilized appropriately or Vendor may choose to reduce the monthly base cost of the Unit to the base cost of a Unit in the appropriate Tier until such time as the Unit increases its usage volume such that the department average as set forth in Exhibit 2 – Pricing Schedule.

3. Equipment Average Cost per Color Copy per Department – Departmental Goal

Color Devices: Only one color Device per floor per department can be allocated without the approval of the Department.

Vendor is required to maintain an average CPC set forth in Exhibit 2 – Pricing Schedule. The average cost is calculated by the total cost of the Equipment and click charges.

If an individual department average cost per color copy is over the Pricing Schedule over a quarterly period, Vendor will identify the individual Device(s) which are higher than the Pricing Schedule average and Vendor has 90 days to relocate the Device at no cost to the City.

If the Vendor determines that a Unit will regularly fail to meet the average CPC standard set forth in Exhibit 2 - Pricing Schedule over a fixed quarterly period the following will apply:

Prior to installation - the Vendor will inform the City of the Unit(s) that will not attain the average CPC set forth in Exhibit 2 - Pricing Schedule. The Department may choose to either exempt the Unit from the average CPC calculations or Vendor may suggest installing a Unit from a different equipment Tier.

After installation – The Department may choose to exempt the Device from the department's quarterly calculation of the average CPC and have the Device remain in place. If the Department elects to *not* exempt the Unit, Vendor may either relocate the Unit at Vendor's cost to a location where it will be utilized appropriately or Vendor may choose to reduce the monthly base cost of the Unit to the base cost of a Unit in the appropriate Tier until such time as the Unit increases its usage volume such that the department average as set forth in Exhibit 2 – Pricing Schedule

4. Accessories

Accessory Prices must be submitted in the Exhibit 2 - Pricing Schedule

5. Equipment Relocation and Removal

Respondent should propose a price for Onsite and Off-site relocation in Exhibit 2 – Pricing Schedule.

All installation and removal charges must be included in the proposed cost of each Unit model.

6. Changes in City's Business Practices

In the event that the quarterly volume drops more than 35% on any Unit the cost to relocate the Unit is the responsibility of the City. The Unit will not be counted in the departments average cost per impression until it is relocated. The new location will be decided by both the Vendor and the City. City and Vendor may in lieu of relocation agree in writing that the City shall charge for the Unit at the rate of the next lower equipment Tier set forth in Exhibit 2 – Pricing Schedule.

7. Department Relocation

At any time the reporting of an individual Unit or multiple pieces of equipment can be frozen at the request of the City.

8. Additional Non-Core Equipment Purchases

If a department requires or requests Equipment that is not listed as a core item, it is the responsibility of the Vendor and the individual department to propose pricing and make a business case, when they seek approval from the Department to obtain the Equipment. Vendor may not provide non-core Equipment without the Commissioner's advance written approval.

EXHIBIT 2

PRICING SCHEDULES

All pricing should be shown in the charts as set forth below.

Equipment Pricing

City of Chicago seeks to solicit competitive price proposals for the lease and maintenance of MFDs and printers city-wide. The City proposes to pay the selected Vendor for each installed Device as per the following pricing arrangement.

Monthly Lease Payment: The City of Chicago would pay the selected Vendor monthly lease payment of each Device. Individual leases would commence upon installation and run for 60 months, after which the City may require the Vendor to provide up to thirty-six (36) months of Post-Lease Services for the Device. The monthly lease charge includes the cost of maintenance and other services provided by the vendor.

Cost Per Click: In addition to the Monthly Lease Payment, the City of Chicago will pay the selected Vendor a click charge for each impression. Click charges would commence upon installation and will be paid monthly.

Per click charges must include the cost of consumables such as replenishment of toners, developers/cartridges, staples and fuser lubricants. Paper will not be supplied under this contract.

Monthly lease payments and per click charges for the proposed devices would be held firm and not increase for the duration of the lease period.

Vendor must provide a description of how they will monitor the number of clicks per machine. Vendor is responsible for collecting all monthly clicks for each Device. If equipment is not accessible remotely it is the responsibility of the Vendor to manually collect usage amount. Estimated usage will not be accepted or paid for.

Prices must be submitted in the format shown in Exhibit 2 – Pricing Schedule

Post-Lease Maintenance Charge: The City will pay vendor a post-lease maintenance charge for Units that the Vendor must continue to maintain and supply with consumables subsequent to the expiration of the lease term.

The formats outlined in this RFP must be adhered to in your Proposal. Please do not add or remove any fields, columns or rows from the templates.

EXHIBIT 2: PRICING SCHEDULE - TIER 1 TO 3

NOTE: Please indicate whether the indicated feature is standard or optional (see “sample” column below). Please provide pricing for the optional features in the table EXHIBIT 2: PRICING SCHEDULE – ACCESSORIES (follows below).

	Sample Tier	Tier 1	Tier 2	Tier 3
Requirements	SAMPLE	Black & White Desktop printer- Letter speed over 25 PPM	Black & White Multifunctional Desktop Device speed over 35 PPM	Black & White Multifunctional Device speed over 45 PPM
Current number of machines	1	327	400	742
Engine Specification (Copies Per Minute)	50 CPM			
Monthly duty cycle	300,000			
Color/B&W	B&W			
Functions	Copy, Print, Fax			
E-Copy	Optional			
Stream Compatibility	Optional			
Copy Resolution	600 DPI (Scan) 600 DPI (Output)			
Print Resolution	600 DPI or higher			
Fax Specifications	33,600BPS			
Paper Sizes	Ledger, Legal, Letter			
Standard Paper Supply	Dual Paper Drawers (1,500 Sheets Each) Dual 550-Sheet Paper Cassettes (550 Sheets Each) 50-Sheet Stack Bypass			
Auto Duplex	Standard			
Document Feeder	Standard			

High Capacity Document Feeder	Optional			
Catch Tray	Optional			
Finisher	a) For speeds < 95 CPM: Standard 50 Sheet Stapler b) For speeds >= 95 CPM: Standard 100 Sheet Stapler			
Hard Drive	40 GB Standard			
RAM	1 GB Standard			
Energy Star Compliant	Standard			
Secure Printing	Standard			
Black & White click charge	\$			
Color Click charge	\$			
Lease cost 0-60 months				
Post lease maintenance charge months 61-72	\$			
Post lease maintenance charge months 73-84	\$			
Post lease maintenance charge months 85-96	\$			

Relocation Fee	\$			
Monthly average cost per copy – Black & White	\$			
Monthly average cost per copy - Color Monthly fleet management fee	\$			

EXHIBIT 2: PRICING SCHEDULE - TIER 4 TO 7

NOTE: Please indicate whether the indicated feature is standard or optional (see “sample” column below). Please provide pricing for the optional features in the table EXHIBIT 2: PRICING SCHEDULE – ACCESSORIES (follows below).

Requirements	Sample Tier	Tier 4	Tier 5	Tier 6	Tier 7
	SAMPLE	Black & White Multifunctional Device speed over 75 PPM	Color Desktop printer-Letter speed over 25 PPM	Color Multifunctional Device speed over 35 PPM	Color Multifunctional Device speed over 50 PPM
Current number of machines	1	40	65	236	10
Engine Specification (Copies Per Minute)	50 CPM				
Monthly duty cycle	300,000				
Color/B&W	B&W				
Functions	Copy, Print, Fax				
E-Copy	Optional				
Stream Compatibility	Optional				
Copy Resolution	600 DPI (Scan) 600 DPI (Output)				
Print Resolution	600 DPI or higher				
Fax Specifications	33,600BPS				
Paper Sizes	Ledger, Legal, Letter				
Standard Paper Supply	Dual Paper Drawers (1,500 Sheets Each) Dual 550-Sheet Paper Cassettes (550 Sheets Each) 50-Sheet Stack Bypass				
Auto Duplex	Standard				

Document Feeder	Standard				
High Capacity Document Feeder	Optional				
Catch Tray	Optional				
Finisher	a) For speeds < 95 CPM: Standard 50 Sheet Stapler b) For speeds >= 95 CPM: Standard 100 Sheet Stapler				
Hard Drive	40 GB Standard				
RAM	1 GB Standard				
Energy Star Compliant	Standard				
Secure Printing	Standard				
Lease cost 0-60 months					
Black & White click charge	\$				
Color click charge	\$				
Post lease maintenance charge months 61-72	\$				
Post lease maintenance charge months 73-84	\$				
Post lease maintenance charge months 85-96	\$				
Relocation Fee	\$				
Monthly average cost per copy – Black & White	\$				
Monthly average cost per copy – Color	\$				

EXHIBIT 2: PRICING SCHEDULE – ACCESSORIES

NOTE: If a feature has been identified as “standard” in the tables above, please enter “\$0.00” in the appropriate field.

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
	Monthly Lease Price	Monthly Lease Price	Monthly Lease Price	Monthly Lease Price	Monthly Lease Price	Monthly Lease Price	Monthly Lease Price
Model number							
Stapler/Finisher							
3 Hole Puncher							
E-Copy							
Stream							
Paper Deck							
PCL Board							
Fax Board							
List additional accessories and pricing below							

EXHIBIT 3
COMPANY PROFILE INFORMATION

Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.

(1) Legal Name of Firm: _____

(2) Doing Business under Other Company Name?

If yes, Name of Company: _____

(3) Headquarters Address: _____

(4) City, State, Zip Code: _____

(5) Web Site Address: _____

(6) Proposed Role: ☐ Prime ☐ Subcontractor/SubConsultant ☐ Joint Venture Partner

☐ Supplier or ☐ Other: _____

(7) Number of Years in Business:

(8) Total Number of Employees:

(9) Total Annual Revenues separated by last 3 full fiscal years:

(10) Major Products and/or Services Offered:

(11) Other Products and/or Services:

(12) Briefly describe your firm's strategy for providing the Services outlined in the RFP:

(13) Briefly describe your firm's experience with providing the Services outlined in the RFP:

EXHIBIT 4
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: _____
- (2) Address: _____
- (3) City, State, Zip Code: _____
- (4) Project Manager: _____
- (5) Telephone Number: _____
- (6) E-mail: _____
- (7) Number of Employees in Client Organization: _____
- (8) Project Scope of Services/Goals: _____

- (9) Contract Award Date: _____ Completion Date: _____
- (10) Initial Contract Amount: \$_____ Final Contract Amount: \$_____
- (11) Describe how the client's goals were met. Describe how the Services were implemented. Attach additional pages, as necessary.

- (12) Discuss significant obstacles to providing the required Services and how those obstacles were overcome:

- (13) Is the client still utilizing the Services outlined above?

- (14) What was the cost/financing structure of the contract?

EXHIBIT 5



CITY OF CHICAGO
Department of Procurement Services
Shannon E. Andrews, Chief Procurement Officer
121 North LaSalle Street, Room 806
Chicago, Illinois 60602-1284
Fax: 312-744-0010

MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS

1. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

1.1. Policy and Terms

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the Contractor commits to make Good Faith Efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Percentage	WBE Percentage
10%	5%

(See Form *"Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract"* for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector contracts.

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

1.2. Definitions

"Area of Specialty" means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit toward this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: *The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.*

"Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that is issued by the City.

"Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

"Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

"Chief Procurement Officer" or "CPO" means the chief procurement officer of the City of Chicago or his or her designee.

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

"Contractor" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

"Direct Participation" the value of payments made to MBE or WBE firms for work that is performed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.

"Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE or WBE participation shall be considered in a Good Faith Efforts determination more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

"Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor ("Mentoring Agreement"), or an agreement between a prime's subcontractor and MBE or WBE subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

"Minority Owned Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

"Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.

"Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"Women Owned Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

1.3. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
 - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 - iii. Each joint venture partner executes the bid to the City; and

- iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

c. **Schedule B: MBE/WBE Affidavit of Joint Venture**

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

1.4. Counting MBE/WBE Participation Toward the Contract Specific Goals

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Except as provided in MCC 2-92-525(b)(2), only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non-MBE and non-WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.

- ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
 - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

1.5. Regulations Governing Reductions to or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE Contract-Specific Goals on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder's letterhead and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

1.5.1. Direct Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - Name, address, telephone number and email of MBE/WBE firms solicited;
 - Date and time of contact;
 - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
 3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - Project identification and location;
 - Classification/commodity of work items for which quotations were sought;
 - Date, item and location for acceptance of subcontractor bid proposals;
 - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE goals; and
 - not imposing any limiting conditions which were not mandatory for all subcontractors; and

- providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date; and
- documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

OR

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - The City's estimate for the work under a specific subcontract;
 - The bidder's own estimate for the work under the subcontract;
 - An average of the bona fide prices quoted for the subcontract;
 - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

1.5.2. Assist Agency Participation in waiver/reduction requests

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

1.5.3. Impracticability

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection 1.5., "Regulations Governing Reductions to or Waiver of MBE/WBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Chief Procurement Officer, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

1.6. Procedure to Determine Bid Compliance

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

(1) Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 1.3, "Joint Ventures" above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

(4) Schedule D-1: Required Schedules Regarding MBE/WBE Utilization

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 1.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

(5) Application for Approval of Mentor Protégé Agreement

Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

1.7. Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>
- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

1.8. Changes to Compliance Plan

1.8.1. Permissible Basis for Change Required

No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope

of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;
- c) Financial incapacity;
- d) Refusal by the subcontractor to honor the bid or proposal price or scope;
- e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g) The subcontractor's withdrawal of its bid or proposal; or
- h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- i) Termination of a Mentor Protégé Agreement.

1.8.2. Procedure for Requesting Approval

If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

1.9. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

Payments due to the contractor may be withheld until corrective action is taken.

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

In the case of a in the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

1.10. Arbitration

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.

- d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

1.11. Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

1.12. Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at: <http://www.cityofchicago.org/forms>

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform as Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

Attachment A –Assist Agency List (Rev. Apr. 2018)

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

**Prime Contractors should contact for subcontracting opportunities to connect certified firms.*

<p>51st Street Business Association * 220 E. 51st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: the51ststreetbusinessassociation@yahoo.com Web: www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>African American Contractors Association - AACA P.O. Box #19670 Chicago, IL 60619 Phone: 312-915-5960 Email: aacanatlassoc@gmail.com Web: www.aacanatl.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Angel of God Resource Center, Inc. 14527 S. Halsted Chicago, IL 60827 Phone: 708-392-9323 Fax: 708-880-0121 Email: asmith5283@yahoo.com; aogrc@angelofgodresourcecenter.org Web: www.angelofgodresourcecenter.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Association of Asian Construction Enterprises * 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2358 Email: nakmancorp@aol.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Austin African American Business Networking Assoc. 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: aaabna@yahoo.com Web: www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: bcunewera@att.net Web: www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Business Leadership Council * 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 Phone: 312-628-7844 Fax: 312-628-7843 Email: Karen.r@businessleadershipcouncil.org Web: www.businessleadershipcouncil.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: jholston@lgbtcc.com Web: www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Chatham Business Association Small Business Dev. * 800 E. 78th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Minority Supplier Development Council Inc. * 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Chicago Urban League * 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: sbrinston@thechicagourbanleague.org Web: www.cul-chicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Women in Trades (CWIT) 2444 W. 16th Street Chicago, IL 60608 Phone: 312-942-1444 Jayne Vellinga, Executive Director Email: jvellinga@cwit2.org Web: www.chicagowomenintrades2.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Contractor Advisors Business Development Corp. * 1507 E. 53rd Street, Suite 906 Chicago, IL. 60615 Phone: 312-436-0301 Email: info@contractoradvisors.us Web: www.contractoradvisors.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Cosmopolitan Chamber of Commerce 1633 S. Michigan Avenue Chicago, IL. 60616 Phone: 312-971-9594 Fax: 312-341-9084 Email: rmcgowan@cosmochamber.org Web: www.cosmochamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Do For Self Community Development Co. * 7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: dennisdoforself@hotmail.com Web: www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Far South Community Development Corporation 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: lacy@farsouth.org Web: www.farsouthcdc.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Federation of Women Contractors * 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: fwcchicago@aol.com Web: www.fwcchicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Fresh Start Home Community Development Corp. 5168 S. Michigan Avenue, 4N Chicago, IL 60615 Phone: 312-632-0811 Fax: 855-270-4175 Email: Info@FreshStartNow.us Web: www.FreshStartNow.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Greater Englewood Community Development Corp. * 815 W. 63rd Street Chicago, IL 60621 Phone: 773-651-2400 Fax: 773-651-2400 Email: jharbin@greaterenglewoodcdc.org Web: www.greaterenglewoodcdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Pilsen Economic Development Assoc. * 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: greaterpilsen@gmail.com Web: www.greaterpilsen.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Greater Far South Halsted Chamber of Commerce * 10615 S. Halsted Street Chicago, IL 60628 Phone: 518-556-1641 Fax: 773-941-4019 Email: halstedchamberevents@gmail.com Web: www.greaterfarsouthhalstedchamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Southwest Development Corporation 2601 W. 63rd Street Chicago, IL 60629 Phone: 773-362-3373 Fax: 773-471-8206 Email: c.james@greatersouthwest.org Web: www.greatersouthwest.org Maintains list of certified firms: No Provides training for businesses: Yes</p>

<p>Hispanic American Construction Industry Association (HACIA) * 650 W. Lake St., Unit 415 Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: jperez@haciaworks.org Web: www.haciaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Illinois Hispanic Chamber of Commerce * 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Email: aalcantar@ihccbbusiness.net Web: www.ihccbbusiness.net Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Illinois State Black Chamber of Commerce * 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 Phone: 309-740-4430 / 773-294-8038 Fax: 309-672-1379 Email: Larrylvory@IllinoisBlackChamber.org; vgilb66709@yahoo.com www.illinoisblackchamberofcommerce.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>JLM Business Development Center * 2622 W. Jackson Boulevard Chicago, IL 60612 Phone: 773-826-3295 Fax: 773-359-4021 Email: jimbizcenter@gmail.com Web: www.jlmcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Latin American Chamber of Commerce * 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: d.lorenzopadron@LACCUSA.com Web: www.LACCUSA.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Association of Women Business Owners * 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: wjaehn@nawbochicago.org Web: www.nawbochicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>National Black Wall Street * 4655 S. King Drive, Suite 203 Chicago, IL 60653 Phone: 773-268-6900 Fax: 773-392-0165 Email: markallen2800@aol.com Web: www.nationalblackwallstreetchicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Organization of Minority Engineers (NOME) * 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: grandevents1@sbcglobal.net Web: www.nomeonline.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Neighborhood Development Services, NFP * 10416 South Maryland Avenue Chicago, IL 60628 Phone: 773-413-9348 Fax: 773-371-0032 Email: neighborhooddevservices@gmail.com Web: www.ndsnfp.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Rainbow/PUSH Coalition * 930 E. 50th Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: No</p>
<p>Real Men Charities, Inc. 2423 E. 75th Street Chicago, IL 60649 Phone: 773-425-4113 Email: ymoyo@realmencook.com Web: www.realmencook.com Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>RTW Veteran Center 7415 E. End, Suite 120 Chicago, IL 60649 Phone: 773-406-1069 Fax: 866-873-2494 Email: rtwvetcenter@yahoo.com Web: www.rtwvetcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>South Shore Chamber, Inc. * 1750 E. 71st Street Chicago, IL 60649-2000 Phone: 773-955- 9508 Tonya Trice, Executive Director Email: ttrice@southshorechamberinc.org Web: www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>St. Paul Church of God in Christ Community Development Ministries, Inc. (SPCDM) 4550 S. Wabash Avenue Chicago, IL. 60653 Phone: 773-538-5120 Fax: 773-538-5125 Email: spcdm@sbcglobal.net Web: www.stpaulcdm.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>The Monroe Foundation 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: ommonroe@themonroefoundation.org Web: www.themonroefoundation.org Maintains list of certified firms: No Provides training or businesses: Yes</p>	<p>US Minority Contractors Association, Inc. * 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-708-1597 Fax: 847-382-1787 Email: admin@usminoritycontractors.org Web: www.USMinorityContractors.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Women's Business Development Center * 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Urban Broadcast Media, Inc. 4108 S. King Drive, Chicago, IL 60653 Phone: 312-614-1075 Email: drleonfinney312@gmail.com Web: www.urbanbroadcastmedia.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Women Construction Owners & Executives (WCOE) * Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: mkm@mkmservices.com Web: www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p>Your Community Consultants Foundation 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: allen81354@aol.com Maintains list of certified firms: No Provides training for businesses: Yes</p>

**Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for
Reduction or Waiver of MBE/WBE Goals**

On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {Specification Number}

Project Description: {PROJECT DESCRIPTION}

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

Dear _____:

_____ (Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

Name of Company Representative	at	Address/Phone
--------------------------------	----	---------------

within (10) ten business days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 806
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____.

Sincerely,

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____
- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____
- B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
1. Profit and loss sharing: _____
2. Capital contributions:
(a) Dollar amounts of initial contribution: _____

Schedule B: Affidavit of Joint Venture (MBE/WBE)

(b) Dollar amounts of anticipated on-going contributions:_____

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):_____

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control:_____

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture:

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

Schedule B: Affidavit of Joint Venture (MBE/WBE)

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the managing partner, if any, and describe the means and measure of their compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Schedule B: Affidavit of Joint Venture (MBE/WBE)

[illegible]

If any personnel proposed for this project will be employees of the joint venture:

- A. Are any proposed joint venture employees currently employed by either venturer?
Currently employed by non-MBE/WBE (number) _____ Employed by MBE/WBE _____
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

- C. Which venturer will be responsible for the preparation of joint venture payrolls:

- X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

This image shows a single sheet of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slightly textured appearance and is set against a dark background.

Schedule B: Affidavit of Joint Venture (MBE/WBE)

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Name of MBE/WBE Partner Firm

Firm

Name of Non-MBE/WBE Partner

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this _____ day of _____, 20____, the above-signed officers

(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____

(SEAL)



**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

SCHEDULE C-1

MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

To: _____ and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above-named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

The above described performance is offered for the following price and described terms of payment:

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)

(Date)

(Name/Title-Please Print)

(Email & Phone Number)



SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE
BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized
representative of _____
(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the
MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois
(Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with
MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the
performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach
copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role
of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ _____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

¹ The Prime Contractor may claim an additional 0.5 percent participation credit (up to a maximum of five (5) percent) for
every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation		

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

(Name- Please Print or Type)

(Phone)

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this _____ day of _____, 20____, the above signed officer _____
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature)

SEAL:

Commission Expires: _____

EXHIBIT 6

ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS

WHEN SUBMITTING YOUR RESPONSE TO A REQUEST FOR PROPOSAL (RFP), THE RESPONDENT(S) SHALL SUBMIT 2 DOCUMENTS: 1) A **"CERTIFICATE OF FILING"** EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED **ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT** SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

1. ONLINE EDS FILING

1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE

The Respondent shall complete an online EDS prior to the response due date. A Respondent who does not file an electronic EDS prior to the response due date may be found non-responsive and its response rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining your good faith efforts to complete it before the response due date and the reasons why it could not be completed.

NOTE: ALWAYS SELECT THE "CONTRACT" (NOT UPDATE) BOX WHEN COMPLETING AN ONLINE EDS TO ENSURE A NEW CONTRACT SPECIFIC ONLINE EDS IS CREATED RELATED TO THE SOLICITATION DOCUMENT. CLICKING THE UPDATE BOX ONLY UPDATES PREVIOUS EDS INFORMATION.

1.2. ONLINE EDS WEB LINK

The web link for the Online EDS is: <https://webapps.cityofchicago.org/EDSWeb>

1.3. ONLINE EDS NUMBER

Upon completion of the online EDS submission process, the Respondent will be provided an EDS number. Respondent should record this number here:

EDS Number: _____

1.4. ONLINE EDS CERTIFICATION OF FILING AND ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. See Section V.B. Required Contents of Proposal in the RFP. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure, and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Vendor Number, if available.
 - _____ e. Address
- _____ 6. List of Commissioners, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
 - _____ a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- _____ 8. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- _____ 9. List of subcontractors and retained parties:
 - _____ a. Name
 - _____ b. Address
 - _____ c. Fees – Estimated or paid

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

A: The web link for the Online EDS is: <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

A: “Entity” or “Legal Entity” means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?

A: “Person” means a human being.

Q: Who must submit an EDS?

A. An EDS must be submitted in any of the following three circumstances:

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don’t have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering “Yes” to “Is this an existing City of Chicago user ID?” when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

Q: I forgot my password. What should I do?

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS", and click on the "Retained Parties" tab. When finished, click on "Ready to Submit."

Q: How do I attach documents?

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the “Online EDS” login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication. Only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on “Vendor Admin, Site Administration.” Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click “Save”. To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

ATTACHMENT A
ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) _____, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this response, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other respondent or prospective respondent or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.

COMPANY NAME: _____
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: _____

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

State of _____ (Affix Corporate Seal)

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by
_____ as President (or other authorized officer) and
_____ as Secretary of _____ (Company Name)

Notary Public Signature: _____ (Seal)

EXHIBIT 7

CONTRACT INSURANCE REQUIREMENTS

A. Insurance Required

Contractor must provide and maintain at Consultant's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

- 1) **Workers Compensation and Employers Liability** (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident; \$500,000 disease-policy limit; and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to, the following: other state endorsement, alternate employer and voluntary compensation endorsement, when applicable.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 2) **Commercial General Liability** (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence or for the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Consultant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 3) **Automobile Liability** (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services or operations to be performed, the Contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or for the full per occurrence limits of the policy, whichever is greater for bodily injury and property damage. Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work, both on and off the City sites including loading and unloading.

The City is to be added as an additional insured on a primary, non-contributory basis. Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

Contractor is responsible for all loss or damage to City property at full replacement cost including machinery and equipment in the care, custody and control of Contractor.

Contractor is responsible for all loss or damage to personal property including but not limited to materials, machinery and equipment owned by Contractor on City sites.

B. Additional Requirements

Evidence of Insurance. Contractor must furnish the City, Chicago Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Consultant, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to

require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Consultant's insurer(s).

Consultants Insurance Primary. All insurance required of Contractor under this Agreement shall be endorsed to state that Consultant's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Consultant's Liabilities. The coverages and limits furnished by Contractor in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Consultant. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Consultant's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Consultant. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

EXHIBIT 8
SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

Contract Title: _____

Specification #: _____

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, at a minimum, the following information:

- (i) the illegality of sexual harassment;
- (ii) the definition of sexual harassment; and
- (iii) the legal recourse available for victims of sexual harassment.

Contractor understands that it may be required to produce records to the CPO to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of Contractor, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Contractor: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by

_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

EXHIBIT 9

CITY OF CHICAGO SAMPLE PROFESSIONAL SERVICES AGREEMENT

**The sample Professional Services Agreement is provided in a separate PDF document along with this solicitation and is available on the DPS website:
www.cityofchicago.org/bids.**

**Respondents are directed to review the provided Professional Services Agreement:
filename: Spec1097939_Exhibit_9.pdf**

EXHIBIT 10

DATA PROTECTION REQUIREMENTS FOR CONTRACTORS, VENDORS AND THIRD-PARTIES

“Breach” means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information.

"Contractor" means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Data Policy includes not only the entity that is a signatory to this Policy but all subcontractors, of whatever tier, of that entity; the signatory must inform and obtain the agreement of such subcontractors to the terms of this Data Policy.

“Protected Information” means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information.

1. Information Security. Contractor agrees to the following:

- 1.1. General. Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.
- 1.2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.
- 1.3. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with “Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals,” available on the United States Department of Health and Human Services (HHS) website: <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>, or at Volume 74 of the Federal Register, beginning at page 42742. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special

Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.

- 1.4. Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.
- 1.5. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at:
http://www.cityofchicago.org/city/en/depts/doit/supp_info/is-and-it-policies.html ("City Program"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.
- 1.6. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.
- 1.7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.
- 1.8. Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.
- 1.9. Audit Findings. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.
- 1.10. Demonstrate Compliance - PCI. No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 1.11. Demonstrate Compliance – HIPAA / HITECH. If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health

information must be secured in accordance with the “Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals.”

- 1.12. Data Confidentiality. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.
- 1.13. Compliance with All Laws and Regulations. Contractor agrees that it will comply with all laws and regulations.
- 1.14. Limitation of Access. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.
- 1.15. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.
- 1.16. Safekeeping and Security. Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.
- 1.17. Mandatory Disclosure of Protected Information. If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 1.18. Data Breach. Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been breached and will provide information as to that breach in such detail as requested by the

City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.

- 1.19. Data Sanitization and Safe Disposal. All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.
- 1.20. End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.

EXHIBIT 11

**CONTRACTOR'S AFFIDAVIT REGARDING REMOVAL OF ALL WASTE MATERIALS AND
IDENTIFICATION OF ALL LEGAL DISPOSAL AND RECYCLING SITES**

Provide the name and location of the ultimate disposal and recycling sites the Contractor is proposing to use for the Multi-Function Devices (MFDs), Printers, and Related Services project.

SPECIFY THE TYPE OF MATERIAL TO BE DISPOSED OF AT RECYCLING SITE:

LEGAL NAME OF RECYCLING SITE: _____

LOCATION ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

SPECIFY THE TYPE OF MATERIAL TO BE DISPOSED OF AT LANDFILL/DISPOSAL SITE:

LEGAL NAME OF LANDFILL/DISPOSAL SITE: _____

LOCATION ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

If requested, the Contractor must provide to the Commissioner or his/her designated representative with copies of all dump tickets, manifests, etc. as applicable.

Disposal and recycling sites submitted must be of sufficient capacity as to ensure acceptance of the volume of material received for the period of this Contract. These disposal and recycling sites must meet all zoning and other requirements that may be necessary.

If requested by the Chief Procurement Officer the Contractor must submit copies of all contractual agreements, sanitary landfill permits and /or licenses for those disposal and recycling site(s) proposed by the Contractor.