



Chicago Metropolitan Agency for Planning

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February 11, 2015

REQUEST FOR PROPOSALS (RFP) No. 129 PURCHASE OR LEASE OF COLOR MULTIFUNCTION DIGITAL PRINTER-COPIERS

Chicago Metropolitan Agency for Planning (CMAP) is issuing a request for proposals for the purchase or lease of multiple color multifunction printer-copiers from interested and qualified firms as described in the enclosed Request for Proposals (RFP).

CMAP will not be conducting a pre-bid information session but does encourage the submission of questions in writing to pdubernat@cmap.illinois.gov. Responses to submitted questions will be posted on CMAP's website with the RFP. The deadline for submitting questions is Friday February 20, 2015.

If your firm is qualified and experienced in providing the described services, CMAP would appreciate receiving your quote as indicated in the RFP. The deadline for receipt of submissions in response to the RFP is **3:00 p.m., Friday February 27, 2015.**

Thank you, and if you have any questions, please call me at (312) 386-8756.

Sincerely,

Penny DuBernat
Procurement Officer

Enclosure

REQUEST FOR PROPOSALS (RFP) No. 129

The Chicago Metropolitan Agency for Planning (CMAP) invites firms to submit proposals for the purchase or lease of multiple color multifunction printer-copiers as described in the enclosed Request for Proposals (RFP). Please read each section carefully for information regarding the proposal and submittal instructions.

SECTION 1: Background and General Information

About CMAP

The Chicago Metropolitan Agency for Planning (CMAP) is the official regional planning organization for the northeastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will. CMAP developed and now leads the implementation of GO TO 2040, metropolitan Chicago's first comprehensive regional plan in more than 100 years. To address anticipated population growth of more than 2 million new residents, GO TO 2040 establishes coordinated strategies that help the region's 284 communities address transportation, housing, economic development, open space, the environment, and other quality-of-life issues. See www.cmap.illinois.gov for more information.

Statement of Purpose

CMAP is currently looking to purchase or lease replacement color multifunction printer-copiers within its offices, located on the 8th floor of the Willis Tower in Chicago, Illinois. CMAP is seeking to replace its existing fleet of five (5) printer-copiers that consist of one production copy machine and four general use machines. The production machine is located in the print shop and is used for large print jobs. The four general purpose machines are shared by approximately 100 staff and are used for smaller print jobs. CMAP is accepting proposals for either a long term lease or the purchase of replacement equipment with an associated long-term maintenance agreement. CMAP will be evaluating both options and seeks the most cost-effective solution that meets its needs.

Goals of the project:

1. Improve machine performance (speed, quality, finishing & scanning options)
2. Improve copier reliability
3. Lower printing costs
4. Improve print cost tracking and management

Project Background

In 2008 CMAP purchased one Xerox DucoColor 252 production copy machine with Light Production Finisher and four Xerox WorkCentre 7435 copy machines with High-Capacity Tandem Trays, High Capacity Feeder and Professional Finisher Options as general use machines. The production machine is located in the print shop and the four general use machines are distributed one in each quadrant of the floor. The specifications listed in this RFP are to be considered the minimum requirements for any replacement equipment.

Monthly usage statistics (**Attachment 5**) have been compiled for each machine and represent the period from June 2010 through October 2014. The data represent the monthly mean, median, minimum and maximum number of copies made during that period and are categorized by black and white (B&W), color and total number of copies produced by each machine. These data are meant to provide a general guide to the prospective bidder for the number of machines required and the duty cycles necessary to provide replacement services to the agency.

CMAP produces roughly 100 publications each year in the course of its planning and programming activities, including annual reports, technical reports, 2040 strategy papers, and 2040 snapshot reports. These reports are typically created using Adobe InDesign. Our production printer produces these in runs averaging 100 – 200 documents, with additional runs based on demand. Printing on cardstock is essential for the document covers, postcards, and business cards we produce, so we require the demonstrated capability of handling 100 lbs. stock at a minimum.

General Information

CMAP plans to review submissions and may, if necessary, conduct interviews with selected firms it determines can best meet the requirements outlined below. As applicable, negotiations will be held as necessary to select the firm that CMAP believes can best satisfy its requirements at rates it perceives as reasonable for the services provided. Subject to "Reservation of Rights" below, it is anticipated that a purchase contract will be awarded with a maintenance agreement for three years in length with two one year options for renewal or a lease contract will be awarded for three years in length with two one year options for renewal.

SECTION 2: Scope of Project and Procurement Details

Scope of Services

CMAP is seeking to replace its existing color multi-function copiers. CMAP is seeking either a long term lease or a purchase agreement with a long term maintenance contract. It is the expectation of CMAP that all multi-function machines will be connected to the CMAP network and that all employees will utilize them. Each copier should have the ability to utilize user codes as part of a copier management product and must allow for user specific volume limits across all machines on the network. The user codes and volume limits should be managed via a network connection. Any software or hardware necessary for all employees to utilize all aspects of the equipment must be included in the proposal. The price given in the proposal should be all inclusive and must include all training, setup, labor, networking, parts, supplies for the lifetime of the machine (except paper and staples), and installation.

CMAP will supply a duplex 20 ampere power receptacle (Nema 5-20R, 20A, 125V) at each copier location. If a surge suppressor is required to protect the machine then this will be supplied by the vendor.

General Requirements:

1. All recommended equipment must meet or exceed the minimum requirements for replacement of the existing equipment as outlined in this RFP for printing, copying, scanning, faxing, emailing and finishing.
2. All proposals must include a long term maintenance contract, whether as a standalone document or part of a lease agreement. A copy of this agreement must be included with the RFP response.
3. All proposals must include a description of the vendor's ability to supply, maintain and effectively service the recommended equipment.
4. All proposals must include a detailed description of the resolution process for service of equipment and support of such technical issues as connectivity.
5. All proposals must include a timeline from contract signing, delivery, installation and training.
6. All proposals must include three references within the Chicagoland area, including contact names and phone numbers from firms who have been customers for a minimum of 24-months and have used the vendor's services with comparable equipment in projects of similar size.
7. Cost proposals are to be based on either the outright purchase of equipment with a long term maintenance agreement or a long term lease agreement. Cost proposals should be based upon an awarded contract for three years with two one year options for renewal. All cost proposals should also include an itemized cost sheet for all professional services, maintenance, delivery, programming, network configuration assistance, installation, any ancillary equipment, end-user training, and any other related costs.
8. All equipment must be newly manufactured with no used or refurbished parts.
9. Cost proposals must include the option for trade in value and certified secure disposal of old CMAP copier equipment.

Technical Requirements:

1. The networked digital printer-copiers will be connected to the CMAP Microsoft Windows environment and will be compatible with MS Windows environment. The vendor shall provide technical support during the network connection phase of the project.
2. Each digital printer-copier will allow printing from any desktop PC within the CMAP network.

3. Queue management software will be required.
4. Copiers will have the features identified in **Attachment 6**.

Maintenance/Support/Training Requirements:

1. Firm shall provide a parts and labor warranty for a minimum of 90-days. Firms shall identify their warranty period.
2. Firm shall bear all material and labor costs for repair of equipment and defects or failure occurring within the warranty period.
3. Service and maintenance during the warranty period shall be no less than the service requirements under the maintenance agreement.
4. The warranty period commences on the date of installation and completion of acceptance by CMAP.
5. If printer-copier does not perform to manufacture's specifications during the warranty period, the firm shall replace the unit(s) with a new printer-copier of the same model.
6. The maintenance/Support agreement shall commence upon expiration of the warranty period.
7. Firm shall provide telephone support and a toll-free number for placing service calls, which will be available Monday through Friday 8:30 am to 5:00 pm. Within two (2) hours of receiving the initial service call, the firm is required to contact CMAP to establish an estimated time of arrival. A technician shall arrive at CMAP offices within four (4) business hours of the initial service call. Business hours are between 8:30 am and 5:00 pm Monday through Friday, excluding recognized holidays.
8. Firm will remedy any defect in software or equipment within forty-eight (48) hours, excluding CMAP recognized holidays, of the initial service request by CMAP.
9. If the reported defect(s) remain unresolved for a period of forty-eight (48) hours or more, the firm will provide CMAP with a comparable loaner copier at no charge.
10. Firm shall maintain a minimum average rate of 95% uptime per printer-copier per calendar quarter. The average uptime rate is based upon the number of business days per calendar quarter, excluding CMAP recognized holidays. All service calls except those designated as (a) preventative; (b) operational software or equipment upgrades; or (c) CMAP operator's negligence or abuse will be included in the uptime analysis.
11. Any software operating upgrades issued during the term of the lease or maintenance agreement will be provided to CMAP and installed at no charge.
12. All proposals must include training for 3 print shop staff members and approximately 100 staff.

Selection Process Schedule

February 11, 2015:	Issue RFP
February 20, 2015	Deadline for submission of pre-bid questions
March 6, 2015:	Deadline for submission of proposals
March 9-27, 2015:	CMAP reviews proposals and interviews potential firms
May 13, 2015:	Estimated CMAP board approval
May 28, 2015:	Estimated contract signing
June 25, 2015*:	Equipment delivery, setup and training

***All equipment delivery, setup and training must be completed by June 30, 2015**

Evaluation and Award Process

All proposals submitted in response to this request for proposals will be analyzed for completeness and cost effectiveness. The following criteria will be used in evaluating proposals:

- The firm's demonstrated record of experience in providing office solutions as described in the Scope of Services.
- The firm's ability to provide equipment that meets or exceeds that as described in this RFP.
- The firm's capacity for managing varying technologies with regard to manufactures and product lines.
- The firm's depth of staff and availability of resources in the areas identified in the Scope of Services.
- The reputation of the firm based on references.
- Cost to CMAP.

| All timely responses received to this RFP will be reviewed and interviews may be conducted with selected firms CMAP determines can best meet the above requirements. Firms who are deemed most responsive may be asked to answer questions from CMAP staff and provide demonstrations of proposed equipment and copier management/reporting software system. Demonstration equipment must be within the CMAP region. Ideally, CMAP will supply paper and Adobe InDesign files for sample printing. Vendors should be prepared to print either Adobe InDesign documents or PDFs during the interview time period. Proposal cost will be evaluated against the other factors based upon the professional judgment of those involved in the evaluation. An in-house CMAP staff committee will make the selection decision.

As applicable, rates the submitter proposes to use will be requested and negotiations will be held as necessary to select the firm that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided.

SECTION 3: Submittal Requirements

Proposals must be received at CMAP on or before 3:00 p.m. Friday, March 6, 2015.

Submissions must include the following and be submitted in the order presented:

- A. Introduction. A general description of your firm's organization, experience, services and brands of equipment sold and services and staff
- B. A sample long term lease agreement or long term support contract
- C. Narrative proposal. Describe what models of equipment and quantity recommended to fulfill the needs of the Agency. Include specifications sheets for each brand and model recommended.
- D. Service Team. Provide a detailed description of the resolution process for service of equipment and support of such technical issues as connectivity
- E. Three current or recent clients for reference. Include in this section, three (3) references to current or recent (past three years) clients, identification of the scope of work performed, term of each engagement and the names of contact individuals with their addresses and telephone numbers
- F. The submitter shall also sign and submit the "Price Proposal Form," Attachment 1, including named staff, hourly rates, and other labor costs as well as fixed expenses. Proposals that do not contain option year costs can only be considered for the initial contract three year period. Attachment 1 must also be submitted on the CD ROM as an excel spreadsheet. The excel spreadsheet can be downloaded from the CMAP website.
- G. The submitter shall also sign and submit the "Certificate Regarding Workers' Compensation Insurance," Attachment 2, the "Information to be provided by Bidder," Attachment 3, and "Certification for Contracts, Grants, Loans, and Cooperative Agreements" Attachment 4 for any proposals which may or will exceed \$100,000.
- H. Attachment 6, the "Minimum Desired Specifications" form should be filled out and included with both the PDF submission and as an excel spreadsheet on the CD ROM. The excel spreadsheet can be downloaded from the CMAP website.

Submission of Proposals

Three (3) paper copies of the proposal as well as one (1) electronic version in PDF format on CD ROM must be submitted no later than 3:00 p.m., Friday March 6, 2015. Submissions must be in a sealed package or envelope. The applicant's organization name and address shall appear in the upper left corner of the package.

Submission of RFP by fax or e-mail is not acceptable. Submissions may be delivered to CMAP in person or sent (by U.S. Postal Service or other reliable means) to the following address:

Chicago Metropolitan Agency for Planning
Attn: Procurement Officer
Response to RFP No. 129
233 S. Wacker Drive, Suite 800
Chicago, IL 60606

There will be no public opening for this RFP. Late submissions will be rejected and returned unopened.

SECTION 4: Contractual Agreement and Rights

Contractual Agreement

The contract CMAP anticipates awarding as a result of this RFP and subsequent rate submissions and negotiations, if any, will indicate the service requirements, time periods involved and applicable hourly rates. In addition, it will include the General Provisions, Section 5 hereto, and Special Provisions, Section 6 hereto, which will apply to the contract.

Reservation of Rights

CMAP reserves the following rights if using them will be more advantageous to CMAP:

- a. Withdraw this RFP at any time without prior notice.
- b. Accept or reject any and all submissions, or any item or part thereof
- c. Postpone qualifications due date.
- d. Not award a contract to any submitter responding to this RFP.
- e. Award a contract without negotiations or discussions.

Contractors who are or have been seriously deficient in current or recent contract performance in the absence of evidence to the contrary or circumstances properly beyond the control of the Contractor shall be presumed to be unable to meet these requirements. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.

SECTION 5: General Provisions

The following provisions apply to the solicitation to which this section is attached and to any contract that results from the solicitation:

1. Complete Agreement.

- a. This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between CMAP and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
- b. Order of Precedence: Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the executed contract, including its exhibits; (2) the provisions of the RFP on which the contract is based including any and all Addendums; (3) the proposal submitted to CMAP by the Contractor in response to said RFP; and (4) any other documents cited or incorporated herein by reference.
- c. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by Contractor or to future performance of such terms or conditions and Contractor's obligation in respect thereto shall continue in full force and effect. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of

the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

- d. CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.
 - e. Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Contractor shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for agreement between CMAP and the Contractor for changes in scope, time and/or costs. No amendments are effective until there is a written agreement that has been signed by both parties. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.
 - f. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.
2. Chicago Metropolitan Agency for Planning Designee. Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.
 3. Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Contractor shall be used by the Contractor for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
 4. Reports and Methods of Payment.
 - a. Based on services performed, Contractor may submit invoices as frequently as once a month. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to:

accounting@cmap.illinois.gov
 - b. Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the Contractor such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing.

- c. All payments will be transferred electronically to Contractor's business bank account. The successful Contractor will be requested to provide transfer numbers for the business bank account when the contract is finalized.

5. Audit and Access to Records.

- a. The Contractor and its subcontracts under this Agreement shall preserve and produce upon request of the authorized representatives of CMAP all data, records, reports, correspondence and memoranda of every description of the Contractor and its subcontractors, if any, under this Agreement relating to carrying out this Agreement for the purposes of an audit, inspection or work review for a period of three (3) years after completion of the project, except that:
 - (1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
- b. The Contractor shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractor involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:
 - (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

6. Suspension. If the Contractor fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the Contractor, suspend the Agreement and withhold further payments or prohibit the Contractor from incurring additional obligations of funds pending corrective action by the Contractor. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the Contractor in writing that the Agreement has been terminated by reason of default in accordance with paragraph 11 hereof. CMAP may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget Circular A-87 in effect on the date first above written.

7. Termination.

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
- b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that the Contractor is given not less

than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

- c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the Contractor's default. If Termination by Default is effected by the Contractor, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the Contractor for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by the Contractor relating to commitments which had become firm prior to termination.
 - d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the Contractor shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.
 - e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
 - f. In the event the Contractor must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.
8. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the Contractor arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
9. Equal Employment Opportunity. The Contractor will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The Contractor shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The Contractor shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
10. Small and Minority Business Enterprise. In connection with the performance of this Agreement the Contractor will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
11. Political Activity. No portion of funds for this subcontract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

12. Prohibited Interest.

- a. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.
- b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
- c. The Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

13. Patents and Copyright Responsibility.

- a. The Contractor agrees that any material or design specified by the Contractor or supplied by the Contractor pursuant to this Agreement shall not infringe any patent or copyright and the Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the Contractor.
- b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the Contractor's promise as contained in paragraph a of this clause, the Contractor shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.
- c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The Contractor shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

14. Assignment.

- a. This agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and Contractor. Any successor to the Contractor's rights under this Agreement must be approved by CMAP unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.
- b. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CMAP

hereto, provided, however, that claims for money due or to become due to the Contractor from CMAP under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to CMAP.

15. Subcontracts.

- a. Any subcontractors or outside associates or contractors required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP.
- b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
- c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

16. Conflict of Interest. In order to avoid any potential conflict or interest, the Contractor agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP. Contractor shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

17. Ownership of Documents/Title of Work. All documents, data and records produced by the Contractor in carrying out the Contractor's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of CMAP. CMAP shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the Contractor. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by the Contractor.

18. Software. All software, related computer programs, and source code produced and developed by the Contractor (or authorized contractor or subcontractor thereof) in carrying out the Contractor's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the Contractor. CMAP shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

CMAP agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both CMAP and the Contractor.

19. Publication. CMAP shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The Contractor shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.

20. Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Contractor's offices, shall

carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the Contractor. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."

21. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
22. Workers' Compensation Insurance. The Contractor and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
23. Independent Contractor. Contractor's relationship to CMAP in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of CMAP. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters.
24. Federal, State and Local Laws. Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the Contractor shall be responsible for compliance as modifications are implemented. The Contractor's failure to comply shall constitute a material breach of this contract.
25. Hold Harmless and Indemnity. Contractor shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of Contractor, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.
26. Equal Employment Opportunities -- Affirmative Action Sexual Harassment. Contractor must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
27. International Boycott. Contractor certifies that neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulation of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
28. Forced Labor. Contractor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

Federally Funded Agreements

- A. **Standard Assurances**. The Contractor assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other

federal requirements in carrying out any project supported by federal funds. The Contractor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Contractor agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws.

- B. Certification Regarding Lobbying.** As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Contractor's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:
1. No federal appropriated funds have been or will be paid by or on behalf of the Contractor to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
 2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Contractor assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
 3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

The Contractor understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The Contractor also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. Nondiscrimination Assurance.** As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Contractor assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1B, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Contractor receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Contractor retains ownership or possession of the project property, whichever is longer, the Contractor R assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project

facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Contractor assures that it will submit the required information pertaining to its compliance with these requirements.
 3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
 4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
 5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
 1. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.
- D. **Control of Property.** The Contractor certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A 102 Common Rule.
- E. **Cost Principles.** The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments" and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments". Additionally, 2 CFR Part 225 establishes principles and standards for determining costs for Federal awards carried out through grants and other agreements with state and local governments, and should be reviewed for further guidance on cost principles.
- F. **Debarment.** The Contractor shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Contractor certifies that to the best of its knowledge and belief, the Contractor and the Contractor's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the Contractor to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Contractor shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when CMAP determined whether to enter into this

transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, CMAP may terminate this Agreement for cause. The Contractor shall provide immediate written notice to CMAP if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by CMAP. The Contractor agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by CMAP, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Contractor knows the certification is erroneous. The Contractor may decide the method and frequency by which it determines the eligibility of its principals. The Contractor may, but is not required to, check the Non-procurement List. If the Contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, CMAP may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- G. **Single Audit.** The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:
1. State or local governments that expend \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
 2. State or local governments that expend less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
 3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
 4. A copy of the audit report must be submitted to CMAP within 30 days after completion of the audit, but no later than one year after the end of the Contractor's fiscal year.
- H. **Drug Free Workplace.** The Contractor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.
- I. **Disadvantaged Business Enterprise Assurance.** In accordance with 49 CFR 26.13(a), as amended, the Contractor assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Contractor assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements

supported with Federal assistance derived from the U.S. DOT. The Contractor's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Contractor, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or CMAP to the Contractor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

- J. **Assurance of Nondiscrimination on the Basis of Disability.** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Contractor assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Contractor assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.
- K. **Procurement Compliance Certification.** The Contractor certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The Contractor certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.
- L. **Intelligent Transportation Systems Program.** As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
1. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Contractor assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.
 2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the Contractor assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

M. **Davis-Bacon Act.** To the extent applicable, the Contractor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

N. **Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).**

As required by OMB, the Contractor certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
 - Any other nondiscrimination statute(s) that may apply to the project.

6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
 - Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - Notification of violating facilities pursuant to Executive Order 11738;
 - Protection of wetlands pursuant to Executive Order 11990;
 - Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
 - Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
 - Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system; and
 - Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
 - Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
 - The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
 - The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
 - Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
 - Executive Order 11593, which relates to identification and protection of historic properties;
 - The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
 - The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
 - The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
 - The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
 - Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements).

O. **Energy Conservation.** To the extent applicable, the Contractor and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

- P. **Clean Water.** For all contracts and subcontracts exceeding \$100,000, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.
- Q. **Clean Air.** For all contracts and subcontracts exceeding \$100,000, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.
- R. **Eligibility For Employment In The United States.** The Contractor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.
- S. **Buy America.** As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- T. **False Or Fraudulent Statements Or Claims.** The Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to CMAP in connection with this Agreement, CMAP reserves the right to impose on the Contractor the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as CMAP may deem appropriate. Contractor agrees to include this clause in all state and federal assisted contracts and subcontracts.
- U. **Changed Conditions Affecting Performance.** The Contractor shall immediately notify CMAP of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- V. **Third Party Disputes Or Breaches.** The Contractor agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the Contractor. The Contractor will notify FTA or U.S. DOT and CMAP of any current or prospective major dispute pertaining to a third party contract. If the Contractor seeks to name CMAP as a party to the litigation, the Contractor agrees to inform both FTA or U.S. DOT and CMAP before doing so. CMAP retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by CMAP, the Contractor will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or CMAP's immunity to suit.
- W. **Fly America.** Contractor will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- X. **Non-Waiver.** The Contractor agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed as a waiver by CMAP of any breach by the Contractor of any terms of this Agreement or any default on the part of the Contractor which may then exist; and any action, including the making of a payment by CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

- Y. **Preference for Recycled Products.** To the extent applicable, the Contractor agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- Z. **Cargo Preference.** Use of United States Flag Vessels. The Contractor agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- AA. **Contractor Registration.** Contractor is required to register with the System for Award Management (SAM), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If the Contractor does not have a DUNS number, the Contractor must register at <https://sam.gov>.

As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

All of the requirements listed in **Federally Funded Agreements** ,paragraphs A through AA apply to the federally funded project. The Contractor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

SECTION 6: Special Provisions

1. Workers' Compensation. The State of Illinois Worker's Compensation Code requires the securing of workers' compensation by all non-state employers. The Submitter shall attest to understanding and complying with the State of Illinois Workers' Compensation Code requirement and submit a completed "Certificate Regarding Workers' Compensation Insurance," Attachment 2 to the RFP. In addition, the Submitter shall provide and maintain a waiver of subrogation endorsement.

2. FTA Certification Regarding Lobbying The Federal Transportation Authority (FTA) a source of funds for this project requires the Certification for Contracts, Grants, Loans, and Cooperative Agreements To be submitted with each bid or offer exceeding \$100,000. The Submitter shall attest to understanding and complying with the FTA Certification Regarding Lobbying (49 CRF PART 20) requirement and submit a completed "Certification for Contracts, Grants, Loans, and Cooperative Agreements" Attachment 4 to the RFP for any proposals which may or will exceed \$100,000.

3. Option to Renew Contract. In consideration of the contract, the Contractor hereby grants to CMAP the options to extend the service provided by the Contractor under the contract for up to three one-year periods. The option for each year may be exercised separately in writing at any time on or before sixty (60) calendar days prior to expiration of the contract period awarded to that time. Compensation related to each option year shall be included in the original contract.

Prior to exercising an option, CMAP shall serve notice to the Contractor of its intention to extend the contract into and through an additional one-year period. Such notice shall not be deemed to commit CMAP to such extension, nor shall it be binding upon the Contractor if postmarked less than sixty (60) days prior to the expiration of the current contract period.

It shall be mutually understood and agreed that all work performed and services provided under any exercised option shall be in strict compliance with all requirements of the contract, as amended.

Additionally, it shall be mutually understood and agreed that: 1) CMAP is under no obligation to exercise the option(s); 2) No representations have been made by CMAP committing it to exercise the option(s); and 3) CMAP may procure such option requirements elsewhere. Such option(s) may be exercised by modification of the contract, letter notification or by issuance of a new contract.

Attachment 1: Price Proposal Form

In response to Chicago Metropolitan Agency for Planning (CMAP) Request for Proposal (RFP) 129 Purchase or Lease of Color Multifunction Printer-Copiers dated February 11, 2015, the undersigned, as an individual(s) with the authority to bind the Proposer, understands and agrees to the specifications, terms, conditions and provisions of the RFP and prices proposed below unless otherwise modified by mutual agreement of the parties. It is also agreed that the proposal submitted in response to the RFP is valid for ninety (90) calendar days from the proposal due date.

Please enter pricing into the follow matrixes. Costs for hourly rates for the three initial contract years and two options years **must be completed in full**. Please provide additional specifics where possible. Attach additional sheets if necessary. For ease of entry, feel free to copy and paste the table into an Excel spreadsheet; insert lines as necessary. Information for any subcontractors must be included as well.

Costs to Purchase Replacement Equipment

	Year-1	Year-2	Year-3	Option Year-4	Option Year-5
Base price (include minimum requirements, FOB CMAP)					
Annual Maintenance Fee					
Cost per copy B&W/Color					
Annual Cost of Consumables (Use Median Monthly totals from Attachment 5 to calculate cost)					
Cost for Installation, Hook-up and Training					
Any Other Costs (please describe below)					
TOTAL COST					

Description of other Costs:

If you wish to add costs for options over and above the minimum requirements, list them here:

Option	Year-1	Year-2	Year-3	Option year-4	Option Year-5

Costs to Lease Replacement Equipment

	Year-1	Year-2	Year-3	Option Year-4	Option Year-5
Base price (include minimum requirements, FOB CMAP)					
Annual Maintenance Fee					
Cost per copy B&W/Color					
Annual Cost of Consumables (Use Median Monthly totals from Attachment 5 to calculate cost)					
Cost for Installation, Hook-up and Training					
Any Other Costs (please describe below)					
TOTAL COST					

Description of other Costs:

If you wish to add costs for options over and above the minimum requirements, list them here:

Option	Year-1	Year-2	Year-3	Option year-4	Option Year-5

Acknowledgement of Receipt of Addenda if any:
(If none received, write "NONE.")

Addendum Number

Date Received

If awarded a contract, the undersigned hereby agrees to sign the contract and to furnish the necessary certificates if any.

Proposer's Authorized Signatory (Print):

Signature:

Title:

Company Name:

Address:

Telephone Number:

Date:

Attachment 2: Certificate Regarding Workers' Compensation Insurance

Certificate Regarding Workers' Compensation Insurance

In conformance with current statutory requirements of Section 820 ILCS 305/1 et. seq., of the Illinois Labor Code, the undersigned certifies as follows:

"I am aware of the provisions of Section 820 ILCS 305/1 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract."

Bidder/Contactor _____

Signature _____

Name and Title _____

Date _____

Attachment 3: Information to be provided by Bidder

The Bidder is required to supply the following information (if necessary, attach additional sheets):

Firm Name: _____ Contact Person: _____

Business Address:

Telephone: (____) _____ FAX: (____) _____ E-mail: _____

Years of Experience: _____

Type of Firm – Sole Proprietor, Partnership, Corporation, Joint Venture, Etc.: _____

Organized under the laws of state of: _____

Business License No.: _____ Business License Expiration Date: _____

List names and addresses of owners of the firm or names and titles of officers of the corporation:

Client list of services rendered currently and/or in the recent past:

<u>Type of Service/Product</u>	<u>Date Completed</u>	<u>Name and Address of Client</u>	<u>Contact Name and Phone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Credit References (Include contact person's name, address, and telephone number for at least three references, one of which must be the Bidder's bank):

- a. _____

- b. _____

- c. _____

Bidder hereby certifies that it (check one): _____ IS _____ IS NOT an eligible Disadvantaged Business Enterprise (DBE) as defined in 49 CFR 23). If "IS" is checked, attach copy of document that certifies Bidder's status as a DBE.

**Attachment 4: Information to be Provided by Bidder for Contracts
that may or will exceed \$100,000**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official: _____

Attachment 5: Inventory of the copier fleet and volumes

B&W					Color				Total			
Machine	Mean	Median	Max	Min	Mean	Median	Max	Min	Mean	Median	Max	Min
Production	7,152	5,155	29,394	-	27,150	24,000	135,737	-	34,302	29,959	160,602	-
NE General Purpose	9,501	7,124	72,695	2,928	8,507	8,257	17,188	2,263	18,365	15,736	84,027	5,191
SW General Purpose	4,786	4,371	11,698	1,382	8,594	8,029	22,557	1,382	13,379	12,933	29,872	3,421
NW General Purpose	4,663	2,522	13,023	16	6,184	5,063	17,037	1,250	10,921	7,973	26,260	2,041
SE General Purpose	6,132	5,014	13,826	522	8,240	8,516	17,970	611	14,372	14,937	28,862	1,133

Attachment 6: Minimum Desired Copier Specifications

The following three tables provide the Minimum desired specifications for the General Use and Production machines.

- Production Requirements
- General Use Requirements
- All Machines Requirements

Table 1 - Minimum Desired Specifications – Production Machine (1 - Unit)

Item #	Feature Requirement: Minimum Desired Specification	Comply Yes or No	Additional Information
Output Speed – Printing and Copying			
1	Must be capable of printing in black-and-white and color		
2	Must have a printing speed of up to or greater than ((50 ppm Color), (65 ppm BW) for 8.5" x 11")		
3	Must have a minimum scanning speed of 50 ppm color and 80 ppm BW		
Print Specifications			
4	System memory: Minimum 512 MB		
5	Hard drive on print controller: Minimum 80 GB		
6	Warm-up time (energy saver): < 30 seconds		
7	FCOT (BW & Color): minimum (4.3 sec & 10 sec)		
8	Must include a network controller capable of programming, monitoring and managing workflows		
Paper Handling			
9	Document Scanner: Duplex document handler capacity 75 or greater		
10	Paper Drawers: Minimum paper sources: 3 drawers, 2 adjustable 5.5" x 8.5" – 11" x 17" with auto duplexing capabilities with the ability to accommodate up to 65# uncoated paper and 18-80# cover stock . Total Capacity at least 3,000 to 4,500 sheets.		
11	Paper tray weight range: 16lb Bond to 140lb Index / 60-200 GSM		
12	Paper tray paper types: Bond, tabs, labels, transparencies, recycled, 3-hole, plain		
13	Required bypass paper tray specs: 250-sheet bypass tray capable of handling custom sizes up to 13 x 19 in. paper and weights up to 110# cover		
14	Must include a production type finisher capable of utilizing a 500-sheet top tray, 1,500-sheet stacker tray, hole punching, multi-position stapling, bi-folding, tri-folding (8.5 x 11), saddle-stitching, booklet making		
15	Finisher stapling & hole punch: Minimum 50 sheet, multi-position stapling, 3 hole punch		
16	Stapling: Minimum 100 physical pages		

17	Optional Finishing: Perfect bind or Square bind for up to 11 x 17, include separate pricing to add feature if available		
18	Optional Tri-folding capability: 8.5 x 14 and 8.5 x17 include separate pricing to add feature if available		
19	Saddle-stitching & Booklet Making: Minimum 25 pages, desire up to 50 pages		
20	Maximum print image size: 12.7 x 18.9 in.		
21	Maximum copy image size: must be 11.6 x 17.6 in.		
22	Paper side output: Duplex and back to back		
23	Jam clearance: Unit provides step-by-step instructions with pictures		

Table 2 - Minimum Desired Specifications – General Use Machines (4 - Units)

Item #	Feature Requirement: Minimum Desired Specification	Comply Yes or No	Additional Information
Output Speed – Printing and Copying			
24	Must be capable of printing in black-and-white and color		
25	Must have a printing speed of up to or greater than ((35 ppm Color), (35 ppm BW) for 8.5" x 11")		
26	Must have a minimum scanning speed of 50 ppm color and 80 ppm BW		
Print Specifications			
27	System memory: Minimum 512 MB		
28	Hard drive on print controller: Minimum 80 GB		
29	Warm-up time (energy saver): < 30 seconds		
30	FCOT (BW & Color): minimum (5 sec & 6.4 sec)		
Paper Handling			
31	Document Scanner: Duplex document handler capacity 75 or greater		
32	Paper Drawers: Minimum paper sources: 3 drawers, 2 adjustable 5.5" x 8.5" – 11" x 17". Total Capacity at least 3,000 to 4,500 sheets.		
33	Paper tray weight range: 16lb Bond to 140lb Index / 60-200 GSM		
34	Paper tray paper types: Bond, tabs, labels, transparencies, recycled, 3-hole, plain		
35	Required bypass paper tray specs: 30 sheets, 60-216 GSM		
36	Finisher stapling & hole punch: 50 sheet, multi-position stapling, 3 hole punch		
37	Maximum paper size: 11" x 17"		
38	Paper side output: Duplex and back to back		
39	Jam clearance: Unit provides step-by-step instructions with pictures		
Fax Specifications			
40	Send fax features: one-side, two-sided, phone number entry, add to send list, delay send		

Table 3 - Minimum Desired Specifications – All Machines (Production & General Use)

Item #	Feature Requirement: Minimum Desired Specification	Comply Yes or No	Additional Information
Copy Specifications			
41	Book copy: Copy 1, or 2 sides at the same time. Gutter erase feature included.		
42	Booklet mode: Must do automatic imposition for booklets.		
43	Covers: Insert covers from another tray.		
44	Erase feature: Must be able to selectively remove portions of the edge of the document		
45	Auto center: Automatically center document on page.		
46	Shift/Reduce/Enlarge: Move image on document, reduce or enlarge image.		
47	Auto size sense: Automatically sense the size of the document and output onto correct paper.		
48	Scan ahead: Unlimited scan ahead capability (next job can be scanned into the system and queued up while other jobs being output)		
49	Job interrupt: All machine features must be available for job interrupt.		
50	Function independence: If one module becomes inoperative, other functions continue to run (i.e., if fax breaks, can still copy/print)		
51	Secure Print: Must have ability to print to device and hold until released with an ID. ID must be able to be defined in the print driver and also 'on the fly'. User defined as sent.		
Network printing			
52	Connectivity: Ethernet 10/100/1000BaseTX, USB, list any additional options		
53	Mobile Device Printing: List any options		
54	Print driver certification: Microsoft print drivers should be WHQL certified by Microsoft		
55	Compatible with Windows Server 2008, and 2012 (32 bit and 64 bit)		
56	Compatible with Windows Seven, Eight (32 bit and 64 bit)		
57	Print resolution: True 600 X 600 (minimum) dpi		
58	Integrates with Microsoft Active Directory		
59	Auto size selection: Must be able to select paper size and have printer find the correct paper source		
60	Bi-directional print driver: Print drivers must be bi-directional reporting job and machine status information back to user		
61	Job Queue: Job queue for printing must be visible from the panel and embedded web server		
62	Supported print protocols: Direct TCP/IP, queue-based printing, LPR		

Scanning			
63	Scan to e-mail: Desire capability to download private address book unique to local machine		
64	Scan across the network: Optional capability for integration with network applications; Should support FTP and SMB protocols		
65	Scan Resolution: minimum 400-600dpi		
66	Scan formats: minimum TIFF & PDF, List any additional formats that are available		
67	Scan Capabilities: Must be able to scan to desktop, scan to FTP, and scan to SMTP		
68	Job Build for scanning: The ability to use a "build job" feature for network scanning where a single file can be created at the device from a mix of different scans done from both the glass as well as the document handler.		
Device Management / Accounting / Reporting			
69	Required: A single unified management tool that will allow for configuring, troubleshooting and reporting for all copier devices. Option: Monitoring and reporting for existing Laser Printer fleet would be beneficial.		
70	Automated report generation that could be emailed to CMAP staff monthly would be beneficial. CSV or excel format desired.		
71	Auditing/Tracking: Provide a method to track activity by either User /Project/Department code for copy, fax and desktop printing		
72	IP restricted access: IP Filtering for limiting access to the device		
73	Remote Administration: Machine should be able to be configured remotely for all machine and protocol settings using web technology preferably via an embedded web server		
74	Notification feature: Should have a feature that enable notification of unique CMAP staff to be notified of machine errors (i.e., jam error e-mail to key operator, network error e-mail to IT)		
75	Job queue: Should have a feature that enables remote viewing and manipulation of the job queue		
76	Scan set-up: Should have a feature that enables remote configuration of various scanning methods		
77	Fleet Management: Vendor independent SNMP management tool that provides software for administrative functions including: device identification, device Administration and IT status, administrative reporting, device organization using SNMP support community names, remote troubleshooting and installation.		
78	Fleet Management Reports: Fleet management software should enable extensive reporting including asset list, asset status/error reports, meter reads, etc. Reporting information should be based on Management Information Base (MIB) information provided by the device.		

79	Administrative Account Management: Built-in tracking capability for tracking copy prints and scans by user and disabling account based on a maximum volume. For connected machines, must be able to export file to Excel via Web Browser.		
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