



THE COMMUNITY AND ECONOMIC DEVELOPMENT  
ASSOCIATION OF COOK COUNTY, INC

## Request for Proposals

Specification No. RFP11172021

for

**Leased Multi-Function and Single Function Print Devices for CEDA**

in

**COOK COUNTY**

Submittals from minority, women, and disadvantaged business enterprises are encouraged.

**Late bids will not be accepted.**

### Pre-Proposal Meeting

*The meeting will be hosted via Microsoft Teams and will be held on Wednesday, January 19, 2022, from 10:00AM – 12:00PM. **NOTE:** In order to attend the meeting, proposers will be required to email Shawnee Little ([slittle@cedaorg.net](mailto:slittle@cedaorg.net)) your contact information prior to the meeting to obtain the link.*

### Questions

**Questions are due by Friday, January 21, 2022, by 3:00PM**

### **Submissions are due by January 31, 2022, by 3:00PM**

Due to Covid-19, CEDA will accept electronic copies of the submittals however, if your submittal is too large to send electronically it is YOUR responsibility to get it turned in by the submittal date. Electronic submissions should be sent to [slittle@cedaorg.net](mailto:slittle@cedaorg.net).

**If you are delivering by hand or mail**

CEDA-Procurement

567 W. Lake Street, Suite 1200

Chicago, IL 60661

**Envelope Must Be Labeled: Specification No. RFP11172021**

## INTRODUCTION

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The Community and Economic Development Association of Cook County, Inc. (CEDA) is one of the largest private, nonprofit community action agencies in the country. CEDA offers a variety of programs and services in the areas of community and economic development, education, emergency assistance, employment and training, energy conservation, health and nutrition, and housing.

CEDA's Information Technology Department manages all copiers, multi-function (MFDs) and single function print devices across the agency.

CEDA is interested in leasing such devices for the next thirty-six (36) months with an additional two (2) optional 12-month extensions- to be solely exercised at CEDA's discretion.

The vendor will also provide unit consumables (excluding paper) and maintenance services for a lease and maintenance charge. Maintenance services will include regular maintenance, repairs, and software updates.

At the conclusion of the term of any equipment lease (whether the optional extension is exercised by CEDA or not), CEDA will have the option to own the unit and/or accessory that is the subject of that lease for no additional cost.

Furthermore, whether CEDA exercises its option to own the equipment, CEDA may require the vendor to provide twenty-four (24) additional months of maintenance services and consumables for each device unit, after the expiration of the lease, for which CEDA will pay a post-lease maintenance charge.

CEDA may discontinue post lease maintenance services and instruct the vendor to remove a device at any time. CEDA will have no penalty for termination of post lease maintenance services. Once CEDA terminates its use of a particular device, the vendor must dispose of that device and securely wipe its hard drive.

## SCOPE OF SERVICE

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CEDA's Information Technology Department is seeking proposals from qualified firms for the lease of thirty-eight (38) copier/multi-function print devices (MFD) and an additional fifty (50) single function print devices. These devices will be placed at various CEDA office locations throughout Cook County. A listing of the current locations, existing equipment and requested equipment is listed in Exhibit X. CEDA will select no more than seven (7) standard device unit types. These device types are also broken down in Exhibit X.

CEDA reserves the right to switch office and equipment locations based on company needs and as such these devices would follow the department and/or group of employees that they serve under their respective Department/Program.

CEDA also reserves the right to:

1. Add devices based on CEDA needs. When CEDA adds devices, the lease term for the new unit will also expire **at the same time** as this agreement expires. CEDA will not lease units in a staggered format.
2. Request software and hardware part upgrades on devices on a quarterly basis providing they provide equivalent or better capabilities and do not cost more than the original leased/contracted amount.
3. Request complete replacement of installed devices if devices are deemed non-functional or consistently break down (more than 12 occurrences in one year) – i.e. "lemons".

## 2.1 Responsibilities and Maintenance Service Standards

It is the vendor's responsibility to:

1. Lease new, multi-functional devices
2. Working in coordination with CEDA IT, install and configure the new leased machines at CEDA facilities.
3. Work in coordination with CEDA Facilities and CEDA IT to move/relocate machines when necessary (maximum 5 per year).
4. Provide a cloud-based print management solution to manage the devices associated with the machines. This software should allow the vendor (primarily) and CEDA to actively manage the devices and identify components that need servicing at a minimum.
5. The devices should have the capability to "phone home" to identify to the Vendor things like low ink, malfunctioning part, fuser issues etc.
6. Provide an 800 number (ideally) or an alternate phone number, and an email address to request servicing of multifunction units.
7. Provide a portal for CEDA to request service for the multi-function device and track its progress.
8. Maintain an accurate account of device deployment. These services should include but may not be limited to the ability to locate, identify, and report on each device and its internal components.
9. Provide monthly usage reports with detailed usage information and make recommendations in support of continuous device management. The report should include, but not be limited to the following items:
  - Program Department Name
  - Program Department monthly cost per copy
  - Program Department average monthly cost per copy
  - Equipment serial number and model number
  - Accessories include on the machine
  - Installation date and Expiration
  - CEDA location and address
  - Usage Volume by month, Color / B&W printing, Simplex / Duplex printing
  - Service Time for calls
  - Uptime on all machines
  - Total actual billing for each Department/program
  - Number of color impressions
  - Number of black and white impressions
  - Average cost per copy
10. To undertake maintenance of the installed devices from the date of installation throughout the term of the Agreement.
11. Vendor must guarantee 95% uptime.
12. Units that fail 3 or more times within 90 days of installation must be replaced within seven (7) business days of their 3rd failure. A failure is defined as an instance where machine was inoperable and required vendor maintenance support.
13. Additionally, at any point during the life of the leasing agreement if a device fails 3 or more times in 30 days, the device must be replaced within five (5) business days of their 3rd failure.
14. If six (6) or more models of the same product fail within a six (6) month period, then the product shall be deemed as a model failure. At CEDA's discretion, model failures will result in replacing the entire product line at no additional cost to CEDA.
15. Provide qualified, responsive, certified in person service technician(s) to service the single and multi-function devices to respond to service requests created by CEDA. These service technicians must be able to respond (dispatched) to the service requests within two hours (M-F – 8am-5 pm) and provide next business day service after work hours, weekends and holidays.

16. A maximum twenty-four (24) hour response time as measured from the time the call has been placed by CEDA to the time that the technician arrives on site is required for every service call and is required on a company-wide basis.
17. If a device fails, the device must be returned to service within one (1) business day from the time of problem reporting. A loaner must be provided if the equipment is not returned to service within one (1) business day.
18. If the device is not repaired within one (1) business day and a loaner is not provided, vendor agrees to issue a credit of the daily monthly lease payment for each day beyond one (1) day that the device is not available for end use.
19. The vendor must complete all necessary repairs which will make the device operational within forty-eight (48) hours following the time at which the service call has been placed by CEDA.
20. Should the repair time exceed this timeframe, the vendor will be required to notify CEDA and plan for a replacement device until the repairs have been made and the device is up and running.
21. Prompt service is the responsibility of the vendor and imperative to maintain customer satisfaction during the business hours of 8:00 am and 5:00 pm, Monday through Friday

## **2.2 Equipment order and installations**

It is the vendor's responsibility to:

1. Ensure devices and equipment are delivered within 15 days of release of a new order.
2. Devices and equipment are delivered and placed on site of installation in the original equipment packaging by the vendor.
3. To coordinate timing of deliveries of devices and equipment with individual program departments and CEDA IT to allow for a smooth transition between any required site preparations and the installation task.
4. To assign a dedicated Project Manager for deployment and installation
5. Prior to delivery, the vendor must survey and review the installation location to ensure that the existing location meets the established installation criteria (network jacks, enough air ventilation etc.).
6. To install all new and replacement equipment and to make sure that the equipment is operating as specified by manufacturer and as required.
7. Vendor must provide, at no cost to CEDA, a starter kit which includes toner, developer, fuser oil, etc., if applicable, sufficient to produce the maximum number of copies in the copier band.

## **2.3 Preventive Maintenance Requirements**

It is the vendor's responsibility to:

1. To conduct regularly scheduled maintenance on all contracted devices throughout the term of the Agreement.
2. Maintenance is inclusive of but not limited to cover repairs and adjustments required as a result of normal wear and tear and replenishment of consumables on the devices. This includes toner, ink, worn out parts etc.
3. Repair/Replacement
  - a. Vendor will make repairs as necessary to keep the devices in good working order.
  - b. The vendor will furnish only new parts for all repairs and replacement work. All parts will be held to manufacturer's standards.
  - c. In the case where a specific component is no longer available as a replacement part, the vendor will replace the defective component with an equivalent component.
  - d. For all repair/ maintenance work performed apart from preventive maintenance, the vendor will maintain documentation on the devices and will supply this documentation to the CEDA upon request. This documentation will include, but is not limited to, all devices and service histories for each device, and all records necessary to reconstruct a complete history of hardware issues for hardware platforms or components.

- e. The vendor is responsible for removing and disposing or recycling offsite all old parts and returning the work area to the physical state that existed prior to the service request call, unless otherwise specified by CEDA.
  - f. All systems replaced with new systems have the same warranty as new systems beginning from the time of replacement.
  - g. If a component does not provide functionality as required and defined by CEDA, the vendor will include non-vendor components in vendor hardware as directed by the CEDA.
  - h. The term of any lease applicable to an individual device shall not be extended or otherwise affected by the replacement of that device with new or a different device, and instead the same lease term under this agreement shall apply. i.e. When this agreement expires, all maintenance, repair sub-leases expire.
4. Consumables Replenishment
- a. It is the responsibility of the vendor to provide for replenishment of consumables at an agreed upon schedule and as needed for all contracted devices and for the entire term of the agreement.
  - b. Consumables are maintenance supplies included in the operation of the devices and include things like rollers, fuser, toner, staples etc. (This excludes paper)
  - c. CEDA will provide the storage space for all consumables.
  - d. Administration and supply of these consumables is the responsibility of the vendor.

#### 2.4 Security

1. It is required that the selected vendor will provide best practice standard security configurations for all networked devices. A checklist of NIST standards for MFDs can be found here- <https://ncp.nist.gov/checklist/371>
2. The features should include but may not be limited to secure password ability for IPP print access, secure password ability for HTTP access and secure password ability for Microsoft Share access.
3. Any tools that the vendor provides or uses to perform management of its devices inclusive of, device queries, or device management must demonstrate the ability to password protect the dataset.
4. The login/password pair for such tools shall be encrypted on authentication to the device
5. MFDs must be able to store printed documents until released with a PIN to selected jobs
6. MFDs must be able to set expiration times for stored jobs and automatically delete any stored jobs.
7. MFD's must have the capability to digitally wipe any stored images after deletion such as from copies, print, scans.

#### 2.5 Training

1. Onsite training on all new units during the device rollout is required.
2. An ongoing training (once every six months) is also required.
3. Training sessions will include, but not be limited to-
  - a. Copier functions
  - b. Scanning functions
  - c. Printing functions
  - d. Faxing functions
4. A user manual is to be provided at each CEDA location.

#### 2.6 Technical Requirements

Devices, in general (unless they are single function devices) must have the following capabilities:

1. Fax capabilities inclusive of E-FAX
2. Copying capabilities inclusive of E-COPY
3. Integration with Outlook and Microsoft Azure Active Directory
4. Scan capabilities
5. Email capabilities

6. Stapling capabilities
7. Collating capabilities
8. Envelope printing capabilities
9. Color printing capabilities (refer to Exhibit X)
10. Secure printing capabilities
11. Photo/Newsletter printing capabilities (refer to Exhibit X)
12. Duplex printing capabilities
13. Booklet printing capabilities

## 2.7 Pricing

CEDA seeks to solicit competitive price proposals for the lease and maintenance of the multi-function devices (MFDs) and single function network printers listed in Exhibit X.

CEDA will pay for each installed device as per the following pricing arrangement.

Monthly Lease Payment:

- a. CEDA would pay the selected vendor a monthly lease payment of each device.
- b. The lease would commence upon installation and run for 36 months, after which the lease may be extended twice for 12 months each.
- c. The absolute maximum lease term is 60 months for any particular device.
- d. The maintenance/consumables of devices will be part of the lease.
- e. The monthly lease charge includes the cost of maintenance/consumables and other services provided by the vendor.
- f. CEDA will at its own discretion, after the initial 36-month period, decide to extend or not extend any particular device's lease. This includes MFDs or single function printers.
- g. At the expiration of the 36, 48 or 60-month lease, CEDA will OWN the equipment.
- h. CEDA (at CEDA's discretion) may extend *only* the maintenance/consumable portion of the lease for an **additional 24 months** for each *CEDA owned* device.

## 2.8 Vendor Requirements

- a. CEDA requires proposals from vendors to include:
- b. Detailed pricing models.
- c. Any one-time costs associated with installs, moves etc. (if necessary).
- d. Estimated annual cost of the solution detailed in your proposal.
- e. Services and features that are included in the pricing.
- f. Include team/project management resources as well as technology and reporting.
- g. Performance guarantees are included in the pricing.
- h. Volume discounts included.
- i. Any long-distance costs included, if no, please detail how direct costs are billed?
- j. Describe any risk/reward bonus-penalty structure offered.
- k. Any value-added services that are provided.

## 2.9 Participation of Minority, Women-Owned, Small, Veterans and Disadvantaged Business Enterprises

CEDA is a Community Action Agency in partnership with communities to bring public and private resources to end poverty. CEDA understands the impact that small and minority business can have on poverty. CEDA intends to employ an additional creative solution to the abatement of poverty, by leveraging its procurement dollars in such a way that minority and women business enterprises are stimulated by these funds.

CEDA aggressively seeks minority, women-owned and disadvantaged, veterans and small business enterprises to participate in its procurement activities. Vendors must complete Exhibit C of this document. Certification will be accepted from the City of Chicago, CEDA of Cook, State of IL., Women's Business Development Agencies and the Chicago Minority Business Development Council, Inc.

## **SECTION 3 INSTRUCTIONS TO RESPONDENTS**

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### **3.1 Instructions**

This RFP provides potential Respondents with sufficient information to enable them to prepare and submit proposals. This RFP also contains the instructions governing the submittal of a proposal and the materials to be included therein, including CEDA requirements, which must be met to be eligible for consideration. All proposals must be complete as to the information requested in this RFP in order to be considered responsive and eligible for award. Respondents providing insufficient details will be deemed non-responsive. CEDA is not obligated, either to purchase the full services or the products proposed by the Respondents, nor to enter into an agreement with any one Respondent.

### **3.2 Clarifications/Questions**

Questions regarding this RFP will be submitted in writing to the Contact person listed on the cover page of this RFP no later than Friday, January 21, 2022, by 3:00PM. We understand you may require additional information to provide a comprehensive response to this request for proposal. For control purposes, we ask that you submit any questions in writing to Shawnee Little, Procurement Manager, at [slittle@cedaorg.net](mailto:slittle@cedaorg.net). CEDA's responses to submitted questions will be shared with all Respondents. Oral interpretations of proposal documents are not binding.

### **3.3 Uniformity**

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. CEDA reserves the right to waive minor variances or irregularities.

### **3.4 Proposal Material**

The Proposal material submitted in response to the RFP becomes the property of CEDA upon delivery to the Department of Procurement and will be part of any contract formal document for the goods or services which are the subject of this RFP.

### **3.5 Addenda**

Should any Respondents have questions concerning conditions and specifications, or find discrepancies in or omissions in the specifications, or be in doubt as to their meaning, they should notify the Department of Procurement no later than Friday, January 21, 2022, by 3:00PM to obtain clarification prior to submitting a Proposal. Such inquires must reference the proposal due date and CEDA RFP number.

Any clarification addenda issued to Respondents prior to the Proposal due date shall be made available to all Respondents. Since all addenda become a part of the Proposal, the Addenda Acknowledgement Form *must be signed by an authorized Respondents representative and returned with the Proposal. Failure to sign and return any and all addenda acknowledgements may be grounds for rejection of the Proposal.*

Interpretations that change the terms, conditions, or specifications will be made in the form of an addendum to the solicitation by CEDA. If issued, CEDA will post the addenda on CEDA website: [www.cedaorg.net](http://www.cedaorg.net). In the event there are any conflicts between the general terms and conditions and any special terms and conditions, the special terms and conditions shall take precedence.

### **3.6 Respondents Responsibility for Services Proposed**

The Respondents must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Respondents to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

### **3.7 Errors and Omissions**

The Respondents expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any error or omission to the detriment of the services or CEDA. Should the Respondents suspect any error, omission, or discrepancy in the specifications or instructions, the Respondents shall immediately notify CEDA in writing, and CEDA will issue written corrections or clarifications. The Respondents is responsible for the contents of its proposals and for satisfying the requirements set forth in the RFP. Respondents will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Respondents in the process of putting the proposal together.

### **3.8 RFP Interpretation**

Interpretation of the wording of this document shall be the responsibility of CEDA and that interpretation shall be final.

### **3.9 Confidentiality and Response Cost and Ownership**

From the date of issuance of the RFP until the due date, the Respondents must not make available or discuss its Proposal, or any part thereof, with any employee or agent of CEDA. The Respondents is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois statutes.

### **3.10 Use of Sub-Contractors**

Sub-Contractors should not be utilized to provide services unless pre-approved by CEDA.

### **3.11 Period of Firm Proposal**

Prices for the proposed service must be kept firm for at least ninety (90) days after the last time specified for submission of Proposals. Firm proposals for periods of less than this number of days may be considered non-responsive. The Respondents may specify a longer period of firm price than indicated here. If no period is indicated by the Respondents in the proposal, the price will be firm until written notice to the contrary is received.

### **3.12 CEDA Rights**

CEDA reserves the right to reject any and all offers, to waive any informality in the offers and, unless otherwise specified by the Respondents, to accept any item in the offer. CEDA also reserves the right to accept or reject all or part of your Proposal, in any combination that is economically advantageous to CEDA.

### **3.13 Alteration/Modification of Original Documents**

The Respondents certifies that no alterations or modifications have been made to the original content of this RFP or other procurement documents (either text or graphics and whether transmitted electronically or hard copy in preparing this proposal). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are apparent and clearly noted in the offered proposal. Respondents understands that failure to comply with this requirement may result in the proposal being disqualified and, if determined to be a deliberate attempt to misrepresent the proposal, may be considered as sufficient basis to suspend or debar the submitting party from future procurement opportunities.

## **SECTION 4 EVALUATION PROCESS**

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### **4.1 Proposals Evaluation and Award**

Proposals will be evaluated based on their ability to meet the requirements in section 2. Scope of services, price, the quality of the Respondents credentials, reputation and references. Evaluation of proposals is the sole responsibility of CEDA staff and based on CEDA's assessment of responses. CEDA reserves the right to enter into an agreement or reject any or all proposals when based on the best interest of CEDA.



#### **4.2 Responsiveness Review**

CEDA personnel will review all proposals to ascertain that they are responsive to all submission requirements.

#### **4.3 Acceptance of Proposals**

CEDA reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal deemed most favorable to CEDA.

#### **4.4 Evaluation Process**

Proposals will be scored on a one hundred (100) point scale by an evaluation committee comprised of CEDA personnel. The committee will evaluate all responsive proposals in accordance with the evaluation criteria detailed below.

After the evaluation committee has evaluated proposals in response to this RFP, CEDA shall establish a competitive range. Those Respondents within the competitive range will be notified. CEDA, however, reserves the right to make its decision to award a contract based solely on the written submitted Proposals without any requests for presentations, formal interviews, negotiations or further discussions.

The evaluation process may result in a short-list of proposals. The evaluation committee will request that the short-listed Respondents make a presentation to the committee at CEDA's office. The presentation is expected to include an interactive software demonstration and other content that demonstrates why the Respondents should be selected. CEDA may also consider customer testimonials or references, request clarifications, request a site visit of Respondents' premises (as appropriate), request a best and final offer, respond to questions, or consider alternative approaches.

#### **4.5 Right to Inspect**

CEDA reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualifications of the Respondents and any proposed sub-contractor and to reject any Proposal regardless of price if it shall be administratively determined that in CEDA's sole discretion the Respondents is deficient in any of the essentials necessary to assure acceptable standards of performance. CEDA reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFP.

#### **4.6 Best and Final Offer**

CEDA reserves the right to request a Best and Final Offer from finalist Respondents, if it deems such an approach necessary. In general, the Best and Final Offer will consist of updated costs as well as answers to specific questions identified during the evaluation of Proposals.

If CEDA chooses to invoke this option, Proposals will be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually *brief (i.e., five (5) business days or less)*.

#### **4.7 Selection Process**

Upon review of all information provided by shortlisted Respondents, the evaluation committee will make a recommendation for selection to the Procurement Manager for concurrence and submission to CEDA Board of Directors. CEDA reserves the right to check references on any projects performed by the Respondents whether provided by the Respondents or known by CEDA. CEDA intends to select a proposal that best meets the needs of CEDA and provides the best overall value.

## **SECTION 5 EVALUATION CRITERIA (Listed in Order of Importance)**

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### **5.1 Responsiveness of Proposal**

Respondents is compliant with all the submission requirements of the RFP including Exhibits. While these are not seen as criteria, per se, only submittals that are seen as responsive, from Respondents deemed responsible will be evaluated against the criteria and be eligible for an award. CEDA plans to award a contract from this RFP to the firm that most thoroughly meets the qualifications set forth in this document.

### **5.2 Evaluation Criteria**

Proposals will be reviewed and selected on the following criteria:

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
<ul style="list-style-type: none"> <li>Ability to provide the services described in the RFP, including capacity to perform the Scope of Services described in this RFP</li> </ul>	0-20
<ul style="list-style-type: none"> <li>Professional Qualifications and specialized experience of Respondent and its Team on projects of similar scope and magnitude</li> </ul>	0-20
<ul style="list-style-type: none"> <li>Professional Qualifications and specialized experience of Respondent's Key Personnel (and Team Members) as well as Local availability of Key Personnel committed to CEDA and it's various locations</li> </ul>	0-20
<ul style="list-style-type: none"> <li>Pricing proposal</li> </ul>	0-20
<ul style="list-style-type: none"> <li>References - Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services, operating within budget and compliance with performance schedules</li> </ul>	0-20
<b>TOTAL POINTS</b>	<b>100</b>

## **SECTION 6 SUBMISSION OF PROPOSAL**

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### **6.1 Instructions for Submission**

Respondents are required to submit four (4) paper originals and (1) electronic copy no later than the time and date indicated in the RFP. The originals should be clearly marked "**ORIGINAL.**"

#### **6.1.1 Time for Submission**

Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered.

#### **6.1.2 Format**

Proposals not containing the following submittal requirements may be deemed non-responsive to this RFP.

Respondents shall present their proposals as a firm offer which, if accepted by the CEDA in its entirety, shall be binding between the parties. Respondents are encouraged to organize their submittal in such a way as to follow the submittal requirements listed herein.

#### **6.1.3 Complete Submission**

Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed nonresponsive. Nonresponsive proposals will not be considered.

#### **6.1.4 Packaging and Labeling**

The outside wrapping/envelope shall clearly indicate the RFP title and date and time for submission. It shall also indicate the name of the Respondent.

**6.1.5 Timely Delivery of Proposals**

Proposals should be emailed to [slittle@cedaorg.net](mailto:slittle@cedaorg.net). If delivering via carrier or by hand, Office of the Procurement Manager through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to CEDA, Office of the Procurement Manager and on any correspondence related to the Proposal. If using an express delivery service, the package must be delivered to the designated building and office.

**6.1.6 Late Proposals**

The Respondents remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. CEDA assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, CEDA Postal Delivery System, or some other act or circumstance.

**6.1.7 Schedule of Revisions to RFP Schedule**

Should the Respondents consider that changes in CEDA's RFP schedule are required; the Respondents shall submit a revised summary schedule with an explanation for the revision for CEDA's review. CEDA will be under no obligation to accept revised schedules.

**6.2 Submission Requirements**

**6.2.1 Cover Letter**

The cover letter shall be signed by an authorized representative of the Respondents. The letter shall indicate the Respondents commitment to provide the services proposed at the price and schedule proposed.

**6.2.2 Table of Contents**

**6.2.3 Ability to provide the services described in the RFP, including capacity to perform the Scope of Services described in this RFP**

The ideal organization has leased MFD's to large organizations and has serviced these machines, has multiple qualified technical consultants that can service these machines. The organization should offer multiple channels of communication that are connected and integrated resulting in a seamless customer experience. Provide a detailed overview of your organizational structure.

**6.2.4 Professional Qualifications and specialized experience of Respondent and its Team on projects of similar scope and magnitude.**

Seamless, efficient and effective service. Ideally the selected organization focuses on providing the best possible customer service in servicing the leased machines.

**6.2.5 Pricing:** Provide a detail response of how you charge for services, including cost for training, additional hours and weekend rates. Any additional cost should be included here, if applicable.

**6.2.6 Length of Time in Business as MFD service and solution provider** Provide a history of your organization and length of time in business.

**6.2.7 Professional qualifications of Team members inclusive of references.**

**6.2.8 MBE/WBE/SBE/DBE/VBE Participation**

If the Respondents is a minority, women-owned, small, disadvantaged or veteran business enterprise vendor complete Exhibit C of this document. Certification will be

accepted from the City of Chicago, CEDA of Cook, State of IL., Women's Business Development Agencies', Chicago Minority Business Development Council, Inc. Other certifications may be accepted at CEDA's discretion.

**6.2.9 Legal Actions**

Respondents shall include a detailed description of any disputes they currently are involved in, as well as, a complete list of any lawsuits, judgments occurring within the last five (5) years, and all current liens pending, if applicable. If there is none, that should be indicated.

**6.2.10 System for Award Management (SAM)**

Provide a SAM number. For information on how to obtain a SAM number for your organization, please refer to the following website: <http://www.sam.gov>

**6.2.11 Dun and Bradstreet**

Provide a Dun & Bradstreet number. For information on how to obtain a D&B number for your organization, please refer to the following website: <http://www.dandb.com>

**6.2.12 Independence and Conflict of Interest**

Discuss the firm's independence with respect to CEDA. Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the proposal. If there is none, that should be indicated.

**6.2.13 Insurance**

Provide proof of current liability insurance coverage.

**6.2.14 Certificate of Good Standing**

Must provide a copy of the Illinois Certificate of Good Standing.

**6.2.15 Other Required Submittals**

Section 8	Proposal Affidavit
Exhibit B	Contractor's Affidavit
Exhibit C	Diversity Form
Exhibit D	Certification Regarding Lobbying
Exhibit E	Business Information & References

**6.3 Proposal Evaluations and Award**

**6.3.1 Interviews**

CEDA reserves the right to interview any and all Respondents to determine qualifications, discuss rates, hours, etc. and to negotiate best and final pricing. Respondents agrees to participate in any subsequent meetings or presentations requested by CEDA in the evaluation of this proposal.

**6.3.2 Contract Award**

A contract will be awarded to the Respondents whose proposal, in the sole judgment of CEDA most thoroughly meets the qualifications outlined in this document. CEDA reserves the right to review all proposals submitted for a maximum period of forty-five (45) days after the date of submission, and by submitting a proposal, the Respondents agrees that the amount specified in the proposal shall remain in full force and effect for

the forty-five (45) day period. No Respondents shall modify, withdraw, or cancel its proposal or any part thereof for sixty (60) days after the date of submission.

The selected proposal(s) must enter into an Agreement with CEDA within fifteen (15) days following its notification of selection. CEDA in its sole discretion may extend the period up to a maximum 3-day period. CEDA may replace the selected proposal with a replacement if the selected proposal does not sign the Agreement with CEDA by the end of the 15th day or extended period.

## **SECTION 7 GENERAL CONDITIONS**

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### **7.1 Insurance Requirements and Indemnification**

Proposal must be accompanied by written evidence of the type and amount of insurance maintained by Respondents. The Respondents shall indemnify, keep and hold harmless its agents, officials, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against CEDA in consequence of the granting of this contract, or which may in anyway result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission by the Respondents or his employees, of a sub-Respondents of his employees, if any, or of CEDA or its employees. The Respondents shall, at his own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against CEDA in any such action, the Respondents shall, at his own expenses, satisfy and discharge them. The Respondents expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Respondents, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the CEDA as herein provided.

### **7.2 Investigations Prior to Proposal Award**

CEDA may make such investigations as are deemed necessary to determine the ability of the Respondents to perform the work, and the Respondents shall furnish all such information and data for this purpose as CEDA may request. CEDA reserves the right to reject any proposal if the evidence submitted by, or investigation of such Respondents, fails to satisfy it that such Respondents is properly qualified to carry out the obligations of the contract.

### **7.3 Officials or Employees**

No officer or employee of the CEDA, or the governing body of the CEDA, who exercises any responsibilities with respect to the purchase to be made, shall during his tenure in office, have any interest, direct or indirect, in any contract or purchase order issued as a result of this proposal process.

### **7.4 Exemption from Retailers, Occupation or Use Taxes**

CEDA is a non-profit corporation recognized by the Internal Revenue Services as a 501 (c) (3) exempt organization and by the State of Illinois as organized exclusively for charitable purposes. CEDA is exempt by law from Retailers Occupation Tax (both State and Local), Use Tax and the Service Use Tax of IL on materials or services purchased in connection with the work. Consultants, Respondents or selected Respondents that perform services for or supply equipment and materials to the CEDA must pay, as a cost of the Work, all existing and future applicable federal, state, and local taxes that apply to them, whether direct or indirect, incurred in connection with the services. The quoted hourly billing rate must include all other Federal, State and/or Local direct or indirect taxes that apply.

### **7.5 Cost/Ownership of Proposals**

CEDA owns all Proposals. Proposals will not be returned to select Vendor. CEDA shall not be responsible for expenses incurred in preparing and submitting the Proposal. Such costs shall not be included in the Proposal.

### **7.6 Response to Exhibits**

Respondents are required to complete and submit detailed responses to this Proposal, including, but not limited to the submittal requirements set forth in section 6.2 of this document and all Exhibits and applicable schedules.

### **7.7 Confidentiality**

The Respondents agrees to keep the information related to all contracts in strict confidence. Respondents agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit other to do so, taking such reasonable measures as are necessary to restrict access to the information in the Respondents possession, to those employees on the Respondents staff who must have the information on a "need-to-know" basis. The Respondents agrees to immediately notify, in writing, CEDA's authorized representative in the event the Respondents determines or has reason to suspect a breach of this requirement.

### **7.8 EEOC**

Respondents participating on this agreement must display EEO (Equal Employment Opportunities)/AA (Affirmative Action) posters; they must have established policies, processes and forms to address complaints of discrimination by employees and clients.

### **7.9 Non-Discrimination**

Respondents participating on this agreement shall not (1) fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his or her compensation, or the term, conditions, or privileges of his/her employment because of such individual race, color, religion, sex, age, handicap or nationals' origin. (2) Limit segregate or classify employees or applicants for employment in any way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affect his/her status as an employee, because of such individuals.

### **7.10 Drug-Free Workplace**

Every contract of over \$10,000 shall include the following provisions:

During the performance of this contract, the Respondents agrees to (i) provide a drug-free workplace for the Respondents employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Respondents workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Respondents that the Respondents maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every sub-contract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Respondents.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Respondents in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

### **7.11 Appeal and Protest**

Unsuccessful Respondents shall have (5) five calendar days from the date of notification of the contract award to file a written protest with CEDA, through the Procurement Department. The written protest shall include reason(s) for the protest with supporting documentation where appropriate.

Appeal/Protest procedures that are required by federal/state program funding sources shall take precedent where applicable take precedent where applicable. The President/CEO or his designee shall conduct a review of all information/documents submitted by the Respondents and shall take other steps as deemed necessary for a fair and impartial process of review. The President/CEO will render a final decision, which shall be binding and without additional appeal rights

**SECTION 8 PROPOSAL AFFIDAVIT**

---

On behalf of \_\_\_\_\_, I submit this proposal to CEDA to  
(Business)

provide a Call Center.

I certify that I \_\_\_\_\_ have full authority to bind  
(Name)

\_\_\_\_\_ to this proposal and the terms and conditions of  
(Business Name)

this Request for Proposals.

\_\_\_\_\_  
Signature of President or Authorized Officer

\_\_\_\_\_  
Title of President or Authorized Officer

\_\_\_\_\_  
Date

---

**For questions regarding this response please contact:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Mailing Address, City, State Zip

## EXHIBIT A INSURANCE REQUIREMENTS

Sub-Recipients must advise CEDA of the limits it currently maintains of the types of insurance coverage set forth below, and must provide the CEDA with certificates evidencing such coverage. CEDA reserves the right to ask for higher levels of coverage.

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Worker's Compensation	Statutory-State of Illinois
Employers	
a. Each Accident	\$500,000.00
b. Each Employee Disease	\$500,000.00
c. Policy Aggregate Disease	\$500,000.00
Commercial General Liability	
a. Per Occurrence	\$1,000,000.00
b. General Aggregate	\$1,000,000.00
1. General Aggregate-Per Project	\$1,000,000.00
2. General Aggregate Products	\$1,000,000.00
Completed Operations	\$50,000.00
Personal and Advertising Injury	\$5,000.00
Fire Legal Liability (any one fire)	
Medical Expense (any one person)	
Umbrella Excess Liability (Coverage must be in excess of Commercial General Liability, Automobile Liability, and Employer's Liability. It shall be no more restrictive than the primary coverage listed.)	\$2,000,000.00 over Primary Insurance \$1,000.00 retention for Self-Insured Hazards Each Occurrence
Business Auto Liability (This Policy must provide coverage for all owned, non-owned, and hired autos.)	\$1,000,000.00

CEDA must be named as additional insured on this coverage as well as on Umbrella Liability. Sub-Recipient must name the following as additional insured on all certificates of insurance:

CEDA, its board members, officers, employees, agents and consultants.

All insurance companies must be rated A-VIII or better by the A. M. Best Company.

Sub-Recipient's assumption of liability is independent from, and not limited in any manner by, the Sub-Recipient's insurance coverage obtained pursuant to this Proposal, or otherwise. All amounts owed by Sub-Recipient to the CEDA as a result of the liability provisions of the Contract shall be paid on demand.



**EXHIBIT B  
CONTRACTOR'S AFFIDAVIT**

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\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Contractor Address

\_\_\_\_\_  
Contractor Telephone Number

*Instructions:*

FOR USE WITH ALL CONTRACTS. Every Contractor submitting a bid/proposal to CEDA must complete this Affidavit. Please note that in the event Provider is a joint venture, the joint venture and each of the joint venture partners must submit a separate and completed Contractor's Affidavit. In the event Provider is unable to certify any of the statements contained herein, Provider must contact CEDA and provide a detailed factual explanation of the circumstances leading to Provider's inability to so certify.

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I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Proposer set forth above, that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Affidavit and attachments hereto are true and accurate.

Proposer may report any change in any of the facts stated in this Affidavit within fourteen (14) days of the effective date of such change by completing and submitting a new Affidavit.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Name of Authorized Officer (Print or Type)

\_\_\_\_\_  
Title

All Proposers shall provide the following information with their bid/ proposal/ contract. Complete all blanks by entering the requested information, or, if the question is not applicable, answer with "N/A". If the answer is other, please identify.

1. Date of application: \_\_\_\_\_
2. Company: \_\_\_\_\_
3. Parent Company: \_\_\_\_\_
4. Contact Name: \_\_\_\_\_
5. Street Address: \_\_\_\_\_  
\_\_\_\_\_
6. Mailing Address [if different]: \_\_\_\_\_  
\_\_\_\_\_
7. Telephone (1): \_\_\_\_\_
8. Telephone (2): \_\_\_\_\_
9. Fax Number: \_\_\_\_\_
10. Website Address: \_\_\_\_\_
11. E-mail Address (include name): \_\_\_\_\_
12. Employer's Federal ID# / Social Security #: \_\_\_\_\_
13. DUNS #: \_\_\_\_\_

Contractor is a                       Corporation                       Sole Proprietor  
    Partnership                       Not-For-Profit  
    Joint Venture                       LLC

Date Business Started: \_\_\_\_\_

**SECTION 1. For Profit Corporations, Limited Liability Corporations, or Not-For-Profit Corporations**

- a. Incorporated in \_\_\_\_\_
- b. Authorized to do business in the State of Illinois  Yes  No
- c. Names of all officers and directors of corporation (or attach a list)

*Name & Title*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 2. Partnership**

If the Proposer is a partnership, indicate the name of each partner or attach a list and the percentage of interest of each therein.

<i>Name of Partners</i>	<i>Percentage of Interest</i>
_____	%
_____	%
_____	%
_____	%
_____	%

**SECTION 3. Sole Proprietorships**

- a. The Proposer is a sole proprietor and is not acting in any representative capacity on behalf of any beneficiary:  
 Yes  No     *If "No," complete items b and c.*
- b. If the sole proprietorship is held by an agent(s) or a nominee, indicate the principle(s) for whom the agent or nominee holds such interest.

*Name(s)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION 4. Joint Venture**

If the Contractor is a joint venture, indicate the name of each partner or attach a list and the percentage of interest of each therein.

<i>Name of Partners</i>	<i>Percentage of Interest</i>
_____	%
_____	%
_____	%
_____	%
_____	%

**SECTION 5. Certification Regarding Suspension and Disbarment**

Sub-Recipient certifies to the best of its knowledge and belief, that it and its principles are not presently debarred, suspended, proposed for debarment, ineligible or voluntarily excluded from transactions by any Federal, State or local government agency and have not within a (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for the 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, a violation of Federal or State antitrust statutes, or the commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Further, Sub-Recipient certifies it is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in Section 2(a) above and have not within a (3) year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

**SECTION 6. Verification**

Under penalty of perjury, I certify that I am authorized to execute this Sub-Recipients Affidavit on behalf of Sub-Recipient set forth on this page, that I have personal knowledge of all the certifications made herein and that the same are true.

\_\_\_\_\_  
Signature of President or Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTARY PUBLIC**

On this day, \_\_\_\_\_ personally appeared before me to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public in and for the State of \_\_\_\_\_, County of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

Notary Signature \_\_\_\_\_

**AFFIX NOTARY SEAL:**

**EXHIBIT C  
DIVERSITY FORM**

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**GENERAL PROPOSER INFORMATION:**

1. Name of Company: \_\_\_\_\_
2. Are you or your firm certified as a small, minority, female or disadvantaged business enterprise by a municipal, State or Federal agency?  
[ ] Yes [ ] No
3. If yes, answer the following:
  - a. List agency: \_\_\_\_\_
  - b. Attach a copy of your certification letter.
4. Is your firm certified as a minority business by the Chicago Minority Business Development Council?  
[ ] Yes [ ] No
5. Is your firm certified as a female owned business by the Women's Business Development Agency?  
[ ] Yes [ ] No
6. Attach a copy of your certification letter.

**EXHIBIT D**  
**CERTIFICATION REGARDING LOBBYING**

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned 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 influencing or attempting to influence 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, U.S. Code. 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Organization**

**EXHIBIT E**  
**BUSINESS INFORMATION AND REFERENCES**

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1. How many years has this company been in business? \_\_\_\_\_
  
2. Do you have a current business license? [ ] Yes [ ] No
  - a. In what city or town is the business licensed? \_\_\_\_\_
  
3. Provide the name, telephone number and address of (3) references for jobs whose scope of work is similar to that which is specified in this bid.

Company/Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Contact \_\_\_\_\_  
Type of Business \_\_\_\_\_

---

Company/Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Contact \_\_\_\_\_  
Type of Business \_\_\_\_\_

---

Company/Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Contact \_\_\_\_\_  
Type of Business \_\_\_\_\_