



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

DEC 01 2016
Ms. Valerie Miller
Pitney Bowes, Inc.
205 North Michigan Avenue
Chicago, IL 60661

Subject: Mailing Equipment and Related Services
Specification No. 137647
Contract No. 47811
Requisition No. 103992

Dear Ms. Miller;

The City of Chicago seeks to enter into the above mentioned agreement. The attached documents must be completed, signed, and returned by an authorized officer of your firm.

1. Contract Agreement.
2. Certificate of Insurance. The certificate must show the policy coverages, policy numbers, expiration date, specification number, and list the City of Chicago as an additional Insured/certificate holder. Exhibit 3.
3. Online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an Economic Disclosure Statement (EDS) inaccurate, obsolete, or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the contract for default, and declaring the Contractor ineligible for future contracts. Your contract also requires that you notify the City of any changes in ownership. If you have a change in ownership or any other change in EDS information to disclose, complete the online EDS, which includes a Disclosure of Retained Parties. Submit an electronically signed, one-page EDS Certificate of Filing, which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS and Familial Relationships Disclosure is: <https://webapps.cityofchicago.org/EDSWeb>. Exhibit 4.

Review the document carefully. The above contract document must be properly executed and returned within 10 days in order to expedite processing the contract agreement for remaining signatures and award. Address any questions or concerns to Milton E. Leblanc, Sr. Procurement Specialist at (312) 744-7971 or milton.leblanc@cityofchicago.org.

Sincerely,


Rich Butler
First Deputy Procurement Officer

CC: RB/ml
File (Specification No. 137647)

Specification No. 137647
Contract (P.O.) No: 47811
Vendor No: 685740A
City-Funded

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF CHICAGO
DEPARTMENT OF FLEET AND FACILITY MANAGEMENT
AND
PITNEY BOWES INC.
AND
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC



MAILING EQUIPMENT AND RELATED SERVICES

RAHM EMANUEL
MAYOR

JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER

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ARTICLE 1. INTRODUCTION

This Contract is entered into as of the _____ day of _____, 20____ ("Effective Date") by and between Pitney Bowes, Inc., a Delaware corporation, and Pitney Bowes Global Financial Services LLC (collectively "Contractor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Fleet and Facility Management ("City"), at Chicago, Illinois.

The City through its Department of Fleet and Facility Management (2FM) advertised and issued a Request for Proposals (RFP) seeking a capable and qualified vendor to provide Mailing Equipment and Related Services to various participating City Departments. The City selected the Contractor who will be responsible for furnishing, installing, maintaining and providing account management and consulting services related to Mailing Equipment. Contractor must furnish and deliver F.O.B., City of Chicago, 2FM and other Participating City Departments, the mailing equipment, supplies and services all in accordance with the negotiated prices, terms and conditions of the awarded contract. Contractor must have direct access to: equipment inventories; trained and experienced service repair technicians; equipment parts; equipment supplies; equipment lease; equipment performance specifications; and the experience and tools necessary to perform analysis of City needs and to recommend the best equipment to suit those needs as in Exhibit 1, Scope of Services.

The Contractor warrants that it is ready, willing and able to perform as of the effective date of this Contract to the full satisfaction of the City.

NOW, THEREFORE, the City and the Contractor Agree as Follows:

ARTICLE 2. INCORPORATION OF EXHIBITS:

The following attached Exhibits are made a part of this agreement:

- Exhibit 1: Scope of Work and Time Limits for Performance
 - Attachment 1A: Key Personnel
- Exhibit 2: Schedule of Compensation
 - Attachment 2A: Attachment "O" from Contractor's Proposal
- Exhibit 3: Insurance Certificate of Coverage
- Exhibit 4: Economic Disclosure Statement and Affidavit
- Exhibit 5: Data Protection Requirements for Contractors
- Exhibit 6: City of Chicago Computer Hardware and Software Standards
- Exhibit 7: Performance and Standard SLA Pricing
- Exhibit 8: Pitney Bowes Terms
- Exhibit 9: Software License And Maintenance Agreement For Distribution Solutions Software
- Exhibit 10: Form of Assignment Agreement
- Exhibit 11: Pitney Bowes Customer Satisfaction Guarantee

ARTICLE 3. STANDARD TERMS AND CONDITIONS

3.1. General Provisions

3.1.1. Definitions

"**Addendum**" is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

"**Airports**" means Chicago O'Hare International Airport and Chicago Midway International Airport.

"**Airside**" means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or "**Secured areas**" generally mean outdoor Airside areas or areas not accessible to passengers.

"**Attachments**" are all the exhibits and other documents attached to the Bid Documents and/or incorporated into the Contract by reference.

"**Bid**" refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

"**Bidder**" is a person, firm, or entity submitting a Bid in response to an invitation for bids; for RFPs and RFQs, references may be made to "Respondents." Once the Contract is awarded the Contractor shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Contractor.

"**Bid Opening Date**" is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations.

"**Bid Documents**" means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for bids or proposals. Except for such Bid Documents as are posted on the City's website and incorporated by reference, all Bid Documents must be submitted by a bidder on the Bid Opening Date.

"**Business Day**" means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

"**Calendar Day**" means all calendar days in accordance with the world-wide accepted calendar.

"**Chief Procurement Officer**" abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"**City**" means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

"**Commissioner**" means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

"**Contact Person**" means the Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise in connection with Contractor's performance under the Contract.

"**Contract**" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

"Contractor" means the Bidder or Proposer (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder or Proposer in the Contract Documents is understood to apply to the Contractor.

"Department" which may also be referred to as the using/user Department is the City Department which appears on the applicable Purchase Order Release for goods, work, or services provided under this Contract.

"Detailed Specifications" refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

"Force Majeure Event" means an event beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages not caused or unmitigated by the Contractor.

"Holidays" refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

"MCC" is the abbreviation for the Municipal Code of Chicago.

"Party" or collectively "Parties" refers to the entities that have entered into this Contract including the Contractor and the City.

"Purchase Order" means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

"Services" refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

"Specification" means the Bid Documents, including but not limited to the Detailed Specifications.

"Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor. National mail carriers (namely FedEx, UPS and USPS) with whom the Contractor has not contracted to provide any part of the goods, services, or work to be provided by Contractor under the Contract will not be considered Subcontractors.

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence

The order of precedence of the component contract parts will be as follows:

- If funded by the Federal government or State of Illinois, terms required by the Federal Government or State of Illinois, as applicable, whether set out in this document, in a Task Order Request (if applicable), or otherwise.
- Standard provisions and form provisions relating to this procurement type
- Scope of Work and Detailed Specifications
- Pitney Bowes Terms and Conditions
- Software License And Maintenance Agreement For Distribution Solutions Software
- Task Order (if applicable)
- All other parts of this Contract.

3.1.2.2. Interpretation and Rules

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory",

and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

3.1.2.3. Severability

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

3.1.2.4. Entire Contract

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

3.1.3. Subcontracting and Assignment

3.1.3.1. Assignment of Contract

Pursuant to 65 ILCS 8-10-14, Contractor may not assign this Contract without the prior written consent of the CPO, which shall not be unreasonably withheld. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's discretion. Notwithstanding the foregoing, Contractor (including Pitney Bowes Global Financial Services, as identified in Exhibit 8) may assign to a Permitted Assignee upon 30 days' notice to the City, subject to the following conditions: (a) at the time of assignment to a Permitted Assignee, Permitted Assignee has provided the City with a current and fully compliant Economic Disclosure Statement and is not debarred under state law or City ordinance, and such assignment will not cause the Contract to become void or voidable; (b) the Contractor and Permitted Assignee enter into an assignment agreement with the City, substantially in the form as set forth in Exhibit 10; (c) all provisions of this Agreement shall apply and be incorporated into any assignment agreement, and Permitted Assignee shall comply with such terms; and (d) all such assignments shall be with recourse to the Contractor, and Contractor shall remain responsible for the acts and omissions of such Permitted Assignee. A Permitted Assignee will be defined as any subsidiary, wholly-owned, directly or indirectly by Contractor that has a net worth of \$50 million or greater.

3.1.3.2. Subcontracts

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the CPO is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the CPO; any substitution of a Subcontractor without the prior written consent of the CPO is null and void.

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval.

3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval

Except as provided for in 3.1.3.1, the Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

3.1.3.4. City's Right to Assign

Upon thirty (30) day written notice to Contractor, City may assign or otherwise transfer all or any part of its interests in this Contract with the consent or approval of the Contractor, which shall not be unreasonably withheld, delayed or denied.

3.1.3.5. Assigns

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

3.1.4. Contract Governance

3.1.4.1. Governing Law and Jurisdiction

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

3.1.4.2. [Intentionally Omitted]

3.1.4.3. Cooperation by Parties and between Contractors

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

3.1.4.4. No Third Party Beneficiaries

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

3.1.4.5. Independent Contractor

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the City.

This Contract is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Contract constitutes or implies an employer-employee relationship such that:

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Contract.

Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

3.1.4.6. Authority

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

3.1.4.7. Joint and Several Liability

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

3.1.4.8. Notices

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to the Department of Law, Room 600, City Hall, 121 N LaSalle Street, Chicago, Illinois 60602.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the

Contractor care of the name and to the address listed on the Bid Documents' proposal page. If this contract was awarded through a process that does not use bid or proposal documents, notices to contractor will be sent to an address specified in the Contract.

3.1.4.9. Amendments

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

3.1.4.10. No Waiver of Legal Rights

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

3.1.4.11. Non-appropriation of Funds

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify the Contractor of that occurrence and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted.

No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

3.1.4.12. Intentionally Omitted

3.1.5. Confidentiality

All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the Commissioner, CPO and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

3.1.6. Indemnity

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (collectively, the "Indemnified Parties,") from and against any and all Losses (as defined below) asserted by third parties, in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law. Contractor will not be required to indemnify to the extent a Loss arises out of or relates to the negligence, willful misconduct or breach of this Contract by any of the City's Indemnified Parties.

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

The Contractor will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Contractor may receive of any direct claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.

At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City,

however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

3.1.7. Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Contract or because of the City's execution, attempted execution or any breach of this Contract.

3.1.8. Contract Extension Option

The City may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The CPO will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

3.2. Compensation Provisions

3.2.1. Ordering, Invoices, and Payment

3.2.1.1. Purchase Orders

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

3.2.1.2. Invoices

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the accepted Price List or Proposal Pages or of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

3.2.1.3. Payment

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:
http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf.
The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

3.2.1.4. Electronic Ordering and Invoices

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to price lists/catalogs, purchase orders, releases and invoices. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, EDI, FTP, web sites, and third party electronic services. The CPO reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor.

3.2.1.5. [Intentionally Omitted]

3.2.1.6. Records

Upon reasonable request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available upon ten (10) Business Days advanced written notice, at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for a period that is the longer of five (5) years or as required by relevant retention schedules after the expiration or termination of the Contract.

3.2.1.7. Audits

3.2.1.7.1. City's Right to Conduct Audits

The City may, in its sole discretion, upon ten (10) Business Days advance written notice, at non-disruptive times during normal business hours, no more than once during any twelve-month period and at the City's expense, audit the records of Contractor or its Subcontractors, or both, during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

3.2.1.7.2. Recovery for Over-Billing

If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges.

3.2.2. Subcontractor Payment Reports

The Contractor must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Contractor for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Contractor with instructions to report payments to Subcontractors that have been made in the prior month. This information must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Contractor has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (20th) day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All contracts between the Contractor and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Contractor.

Access to the Certification and Compliance Monitoring System (C2), which is a web-based reporting system, can be found at: <https://chicago.mwdbe.com>

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within seven (7) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

3.2.3. Prompt Payment to Subcontractors

3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts

Contractor must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor's participation and that of its Subcontractors on this Contract.

3.2.3.2. Payment to Subcontractors Within Seven Days

The Contractor must make payment to its Subcontractors **within 7 days** of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment for a to a Subcontractor when the Subcontractor's work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

3.2.3.2.1. Reporting Failures to Promptly Pay

The City posts payments to prime contractors on the web at <http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers **within 7 days** after receipt of payment under a City contract, the Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 7-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 7-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

[http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure to Promptly Pay Fillable Form 3 2013.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure%20to%20Promptly%20Pay%20Fillable%20Form%203%202013.pdf)

The report will require the Subcontractor to affirm that (a) its invoice to the Contractor was included in the payment request submitted by the contractor to the City and (b) Subcontractor has not, at the time of the report, received payment from the contractor for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the contractor.

Subcontractors are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

3.2.3.2. Whistleblower Protection

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 3.2.3.2. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5 hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

3.2.3.3. Liquidated Damages for Failure to Promptly Pay

Much of the City's economic vitality derives from the success of its small businesses. The failure by contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the Chief Procurement Officer may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City's Small Business Program.

3.2.3.4. Action by the City

Upon receipt of a report of a failure to pay, the City will issue notice to the contractor, and provide the contractor with an opportunity to demonstrate reasonable cause for failing to make payment within applicable period set forth in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a contractor is reasonable. In the event that the contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

First Unexcused Report:	\$50
Second Unexcused Report:	\$100
Third Unexcused Report:	\$250
Fourth Unexcused Report:	\$500

3.2.3.5. Direct Payment to Subcontractors By City

The CPO may notify the Contractor that payments to the Contractor will be suspended if the CPO has determined that the Contractor has failed to pay any Subcontractor, employee, or workman, for work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly.

Further, if such action is otherwise in the City's best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on

contracts and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

3.2.4. [Intentionally Omitted]

3.3. Compliance With All Laws

3.3.1. General

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

3.3.2. Certification of Compliance with Laws

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

3.3.3. Federal Affirmative Action

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

3.3.4. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

3.3.4.1. Compliance with Federal Nondiscrimination Requirements

The contractor will comply with federal nondiscrimination laws, regulations, and authorities, as they may be amended from time to time ("Acts and Regulations"), which include:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination under Title VI includes discrimination because of limited English proficiency (LEP). (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, religion, color, national origin, or sex in any activity carried out with a grant from the FAA).

3.3.4.2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the US Department of Transportation).

3.3.4.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

3.3.4.4. Information and Reports

The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or applicable federal agency (e.g. Federal Aviation Administration, Federal Highway Administration, Federal Transit Authority, Transportation Security Administration, Department of Housing and Urban Development, etc.) providing funding to the City department(s) on this contract to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.

3.3.4.5. Sanctions for Noncompliance

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the relevant federal funding agency may determine to be appropriate, including, but not limited to:

- A. Withholding payments to the contractor under the contract until the contractor complies; and/or
- B. Cancelling, terminating, or suspending a contract, in whole or in part.

3.3.4.6. Incorporation of Provisions

The contractor will include the provisions of above paragraphs 3.3.4.1, "Compliance With Regulations" through 3.3.4.6 "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3.3.5. Other Non-Discrimination Requirements

3.3.5.1. Illinois Human Rights Act

3.3.5.1.1. Generally

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

3.3.5.1.2. State of Illinois Equal Employment Opportunity Clause

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and

other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- A) That Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- B) That, if Contractor hires additional employees in order to perform this contract or any portion of this contract, Contractor will determine the availability (in accordance with 44 Ill. Admin. Code Part 750) of minorities and women in the areas from which Contractor may reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- C) That, in all solicitations or advertisements for employees placed Contractor or on Contractor's behalf, Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- D) That Contractor will send to each labor organization or representative of workers with which Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Contractor in Contractor's efforts to comply with the Act and this Part, the Contractor will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- E) That Contractor will submit reports as required by 44 Ill. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750.
- F) That Contractor will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights's Rules and Regulations.
- G) That Contractor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

3.3.5.2. Chicago Human Rights Ordinance MCC Ch. 2-160

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

3.3.5.3. Business Enterprises Owned by People With Disabilities (BEPD)

Pursuant to MCC 2-92-586, Contractor is strongly encouraged to subcontract with businesses certified as business enterprises owned or operated by people with disabilities ("BEPD") as defined in that section or MCC 2-92-337, and to use BEPD businesses as suppliers.

3.3.6. Wages

Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-4; "Living Wage" rate specified by MCC Sect. 2-92-610; (3) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (4) the highest applicable State or Federal minimum wage.

3.3.6.1. Minimum Wage, Mayoral Executive Order 2014-1

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City contractors and subcontractors performing work on City contracts.

If this contract was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2016 is **\$13.15 per hour**. The Minimum Wage must be paid to:

All employees regularly performing work on City property or at a City jobsite.

All employees whose regular work entails performing a service for the City under a City contract.

Beginning on July 1, 2015, and every July 1 thereafter, the hourly wage specified by the Executive Order shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City shall make available to City Concessionaires a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment a Base Wage pursuant to Municipal Code of Chicago Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher than the Base Wage, then the Contractor must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

Contractors are reminded that they must comply with Municipal Code Chapter 1-24 establishing a minimum wage.

3.3.6.2. Living Wage Ordinance

MCC Sect. 2-92-610 provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to MCC Sect. 2-92-610 and regulations promulgated thereunder:

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2016 the Base Wage is \$12.15. The current rate can be found on the Department of Procurement Services' website.

Note: As of July 1, 2016, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.

Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions above do not apply.

3.3.6.3. Equal Pay

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*, as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

3.3.7. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

3.3.7.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

3.3.7.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the CPO to reduce, suspend, or waive the period of ineligibility.

3.3.7.3. Federal Terrorist (No-Business) List

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

3.3.7.4. Governmental Ethics Ordinance 2-156

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

3.3.7.5. Lobbyists

Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

3.3.8. Restrictions on Business Dealings

3.3.8.1. Conflicts of Interest

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any enterprise which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest shall be employed. If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise.

3.3.8.2. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

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

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

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

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

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

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

For purposes of this provision:

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

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

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

3.3.9. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380

In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set

off a portion of the contract price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

3.3.10. Other City Ordinances and Policies

3.3.10.1. False Statements

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract Documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to MCC Sect. 1-21-010.

3.3.10.2. MacBride Principles Ordinance, MCC Sect. 2-92-580

This law promotes fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with MCC Sect. 2-92-580, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

For those bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (USDOT) except to the extent Congress has directed that USDOT not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the USDOT.

3.3.10.3. City Hiring Plan Prohibitions

- A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the

2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

- B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
- C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

3.3.10.4. Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56, respectively. Contractor understands and will abide by all provisions of MCC Ch. 2-56.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

3.3.10.5. Duty to Report Corrupt Activity

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

3.3.10.6. Electronic Mail Communication

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

3.3.10.7. EDS Update Obligation

Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor in default, termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

3.3.10.8. Wheel Tax (City Sticker)

Contractor must pay all Wheel Tax required by Chapter 3-56 of the MCC, as amended from time to time. Contractor should take particular notice of MCC 3-56-020 and MCC 3-56-125 which relate to payment of the tax for vehicles that are used on City streets or on City property by City residents. For the purposes of Chapter 3-56, any business that owns, leases or otherwise controls a place of business within the City wherein motor vehicles or semi-trailers are stored, repaired, serviced, or loaded or unloaded in connection with the business is also considered to be a City resident.

3.3.11. Compliance with Environmental Laws and Related Matters

3.3.11.1. Definitions

For purposes of this section, the following definitions shall apply:

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

Environmental Claim: An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. 5101, *et seq.*, the Clean Air Act, 42 U.S.C. 7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. 651, *et seq.*, the Illinois Environmental Protection Act, 415 ILCS 5/1, *et seq.*, the Illinois Occupational Safety and Health Act, 820 ILCS 219/1, *et seq.*, Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

3.3.11.2. Joint Ventures

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

3.3.11.3. Compliance With Environmental Laws

As part of or in addition to its obligation to observe and comply with all applicable laws, Contractor must observe and comply with all applicable Environmental Laws and ensure that all Subcontractors observe and comply with all applicable Environmental Laws.

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

3.3.11.4. Costs

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. This includes, but is not limited to, any cost associated with removal of waste or other material from a facility lacking any required permit. No provision of this Contract is intended to create or constitute an exception to this provision.

3.3.11.5. Proof of Noncompliance; Authority; Cure

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

3.3.11.6. Copies of Notices and Reports; Related Matters

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 24 hours of making, submitting or filing the original report.

Additionally, to the extent not already achieved by Contractor's compliance with this paragraph 3.3.11.6 and paragraph 3.3.11.8, Contractor must notify the Commissioner of the Department, within 24 hours of learning of any of the following:

- (i) any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract;
- (ii) any notice of any kind received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, from an Environmental Agency or any other person, of or relating to any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract.

This notification must be in writing, must be submitted by a fast method such as email, and must include, to the best of Contractor's knowledge at the time of submittal: the types and amounts of the waste or other material at issue; the location; the cause and any contributing factors; all actions taken, being taken, and intended to be taken by Contractor and any Subcontractors; and a copy of any notice received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor. Contractor must also provide written updates to the Commissioner by email or other method as indicated by the Commissioner whenever Contractor becomes aware of information that is different from or additional to the information provided in the initial notification.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.11.7. Requests for Documents and Information

If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

3.3.11.8. Environmental Claims and Related Matters

Within 24 hours of receiving, or of any Subcontractor's receiving, notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department. Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.11.9. Preference for Recycled Materials

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, Contractor must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

3.3.11.10. No Waste Disposal in Public Way MCC 11-4-1600(E)

Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;

11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the CPO. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

3.4. Contract Disputes

3.4.1. Procedure for Bringing Disputes to the Department

The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

- A. The Claim is made in good faith;
- B. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- C. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
- D. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the final decision. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

3.4.2. Procedure for Bringing Disputes before the CPO

Only after the Commissioner has rendered a final decision denying the Contractor's claim may a dispute be brought before the CPO.

If the Contractor and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Contractor must and the using Department may submit the dispute the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 103, Bid and Bond Room, and on-line at:

http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf

3.5. Events of Default and Termination

3.5.1. Events of Default

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under this Contract including the following:
- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;
- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- G. Failure to re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- H. [Intentionally omitted;]
- I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
- J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
- K. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
- L. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
- M. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.
- N. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City

3.5.2. Cure or Default Notice

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default of this Agreement in whole or in part.

The CPO shall give Contractor 30 days to cure the default. This cure period will be provided to Contractor for each occurrence of default.

Subject to the limitation above, the CPO will give Contractor written notice of the default, in the form of a cure notice ("Cure Notice"). CPO may give a default notice ("Default Notice") if Contractor fails to affect a cure within the cure period given in a Cure Notice.

Whether to issue the Contractor a Default Notice is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Contractor must discontinue any Services, unless otherwise directed in the notice.

3.5.3. Remedies

After giving a Default Notice, the City may invoke any or all of the following remedies:

- A.
- B. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;
- C. The right to seek an injunction or any other appropriate equitable remedy;
- D. The right to seek money damages;
- E.
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

3.5.4. Non-Exclusivity of Remedies

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

3.5.5. City Reservation of Rights

If the CPO considers it to be in the City(s) best interests, the CPO may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

3.5.6. Early Termination

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later. After the date of such termination, the City shall owe no further payments, lease or otherwise, to the Contractor, and the Contractor's sole remedy shall be to take back the equipment.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision.

If the City's election to terminate this Contract for default pursuant to the default provisions of the Contract is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Early Termination provision.

3.6. Department-specific Requirements

Contractor must comply with the relevant user Department's specific requirements in the performance of this Contract if applicable.

3.6.1. Department of Aviation Standard Requirements

For purposes of this section "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago.

3.6.1.1. Confidentiality of Airport Security Data

Contractor has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Contractor acknowledges that information provided to, generated by, or encountered by Contractor may include Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

3.6.1.2. Aviation Security

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

3.6.1.3. Airport Security Badges

As part of airport operations and security, the Contractor must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Drivers Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on its employees or its Subcontractors employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers Licenses must be adhered to:

- A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
- B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.
- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

3.6.1.4. General Requirements Regarding Airport Operations

3.6.1.4.1. Priority of Airport Operations

Where the performance of the Contract may affect airport operation, the Contractor must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Contract, the Contractor at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

The Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower(s). Use of the Airport for air transportation takes precedence over all of the Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the Airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

3.6.1.4.2. Interruption of Airport Operations

If Contractor requires interruption of Airport facilities or utilities in order to perform work, Contractor must notify the Deputy Commissioner in charge of the project at least five (5) working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, the Contractor must request of the Deputy Commissioner in charge of the project to provide specific requirements and instructions which are applicable to the particular work site areas, including, but not limited to, areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractors must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint.

3.6.1.4.3. Safeguarding of Airport Property and Operations

The Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

3.6.1.4.4. Work on the Airfield

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower

Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

For any work on the airfield, the Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size 2' x 3' for hand use, and one size 3' x 5'. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of the Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

The Contractor acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of the Contractor to perform the work in accordance with the provisions of this section and to enforce same with regard to all subcontractors, material men, laborers, invitees and all other persons under the Contractor's control is an event of default.

3.6.1.4.5. Parking Restrictions

Prior to commencing work, the Contractor must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Contractors are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employees expense.

3.6.1.5. General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

3.6.2. Emergency Management and Communications (OEMC) Security Requirements

3.6.2.1. Identification of Workers and Vehicles

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

3.6.2.2. Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this

Contract, has or will have access to a Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Executive Director relating to any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to an O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive a O.E.M.C Security Badge. If Contractor wishes a vehicle to have access to a O.E.M.C facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole discretion. The Contractor must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Executive Director. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

3.6.2.3. Security Badges and Vehicle Permits

O.E.M.C Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.

- B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

3.6.2.4. Gates and Fences

Whenever the Contractor receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with O.E.M.C design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

3.6.2.5. Hazardous or Illegal Materials

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

3.6.3. Chicago Police Department Security Requirements

As part of Police operations and security, the Contractor must obtain from the Police Department, Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at any Police

Department facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee. The Superintendent may grant or deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

- A. Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.
- B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

3.6.4. Department of Water Management ("DOWM") Security Requirements

3.6.4.1. Identification of Workers and Vehicles

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Commissioner, as required. Contractor, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to DOWM Security.

3.6.4.2. Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

3.6.4.3. Security Badges and Vehicle Permits

Each employee whom Contractor wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Contractor wishes a vehicle to have access to a DOWM facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Commissioner. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

3.6.4.4. Gates and Fences

Whenever the Contractor receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with DOWM design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks.

Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

3.6.4.5. Hazardous or Illegal Materials

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

ARTICLE 4. TERMS FOR PROFESSIONAL SERVICES WITH WORK – SINGLE PROJECT

4.1. Providing Services

The Contractor must not honor any verbal requests for Services or perform or bill for any Services without receipt of a written Purchase Order issued by the Department. Any work performed by the Contractor without a written Purchase Order is done at the Contractor's risk. Consequently, in the event a written Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work performed provided without a Purchase Order.

4.2. Standard of Performance

Contractor must perform all Services required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor in the community performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Contract.

Contractor must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide the City copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Contract.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Contract, at law or in equity.

4.3. Deliverables

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "Deliverables" include work product, produced by Contractor, including but not limited to written reviews, reports, recommendations, charts, analysis, designs, plans, specifications, drawings, or other similar products.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Contract or reasonably necessary for the purpose for which the City made this Contract. If the City determines that Contractor has failed to comply with the foregoing standards, the City has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Contract.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Contract and the City's acceptance of partial or incomplete Deliverables in no way relieves Contractor of its commitments under this Contract.

4.4. Additional Services

Additional Services means those Services which are within the general scope of Services of this Contract, and in the Detailed Specifications, which are all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 3.1.4.9 of the Standard Terms and Conditions before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

4.5. [Intentionally Omitted]

4.6. [Intentionally Omitted]

4.7. Personnel

4.7.1. Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The level of staffing may be revised from time to time by notice in writing from Contractor to the City with a detailed explanation and/or justification. The City may also from time to time request that the Contractor adjust staffing levels to reflect workload and level of required Services or Additional Services.

4.7.2. Key Personnel

In selecting the Contractor for this Contract the City relied on the qualifications and experience of those persons identified by Contractor by name as performing the Services ("Key Personnel"). Contractor's Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract.

4.7.3. Salaries and Wages

Contractor and any subcontractors must pay all salaries and wages due all employees performing Services under this Contract unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Contract Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this paragraph is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

4.8. Ownership of Documents

Except as otherwise agreed to in advance by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared or provided by Contractor or provided by City under this Contract are property of the City, including all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at Contractor's expense. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights which are not owned by Contractor.

4.9. [Intentionally Omitted]

4.10. Approvals

Whenever Contractor is required to obtain prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

4.11. Cooperation

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Contract is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the services, if any, orderly demobilization of its own

operations in connection with the services, uninterrupted provision of services during any transition period and must otherwise comply with the reasonable requests and requirements of the City in connection with the termination or expiration.

4.12. Compliance with the Americans with Disabilities Act and Other Laws Concerning Accessibility

Contractor covenants that all designs, plans and drawings produced or utilized under this Contract will address and comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Contractor must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Contractor must, prior to construction, review the plans and specifications to insure compliance with these standards. If Contractor fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in this contract or otherwise available at law, in equity or by statute, require Contractor to perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

4.13. Reimbursement for Travel

In the event that reimbursable travel is required for this contract and authorized by the City, any travel expenses will be reimbursed only in accordance with the then-current City of Chicago Travel Reimbursement Guidelines. The Guidelines may be downloaded from the Internet at: <http://www.cityofchicago.org/Forms>. The direct link is:
http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago_TravelGuidelines.pdf.

4.14. Standard Working Hours

Pursuant to MCC Section 2-92-220 a standard working day consists of 8 hours for this Contract; shifts must be coordinated with the Department. No overtime or premium pay is allowed unless otherwise specified in the Detailed Specifications and authorized by the Commissioner.

4.15. Character of Workers

The Contractor must employ only competent and efficient workers and whenever, in the opinion of the City, any such worker is careless, incompetent, violates safety or security rules, obstructs the progress of the work or services to be performed under this Contract, acts contrary to instructions or acts improperly, or fails to follow the safety requirements of this Contract, the Contractor must, upon request of the City, discharge or otherwise remove such worker from the work or services to be performed under this Contract and must not use such worker again, except with the written consent of the City. The Contractor must not permit any person to work upon the work or services to be performed under this Contract or enter into any buildings connected therewith who is under the influence of intoxicating liquors or controlled substances.

4.16. Quality of Materials and Inspection

The City will have a right to inspect any material to be used in performance of the Services for this Contract.

The City is not responsible for the availability of any materials or equipment required under this Contract.

The Contractor is responsible for the meeting the contractual obligations and standards regarding the quality of all materials, components, or services performed under this Contract up to the time of final acceptance by the City.

Non-compliant materials, components, or Services may be rejected by the CPO and must be replaced or re-performed by the Contractor at no cost to the City.

The City shall provide written notice to the Contractor indicating the time period in which Contractor must, at its sole expense, remove from City premises, any materials or components rejected by the City.

Any and all labor and materials which may be required to correct or replace damaged, defective or non-conforming products must be provided by the Contractor at no cost to the City. The Contractor must correct or replace the incorrect, damaged or defective or non-conforming goods within seven business days of the return unless otherwise provided in the Detailed Specifications. The City of Chicago will not be subject to restocking charges.

Failure to correct or replace unacceptable goods, or repeated delivery of unacceptable goods, will be an event of default under this Contract.

4.17. Manufacturer's Warranty and Product Information

If in performance of the Services, the Contractor provides any goods, the Contractor must have, and must demonstrate upon request, that it has authorization to transfer product warranties to the City of Chicago, to the extent permitted. The Contractor is required to provide and transfer all documentation issued by the manufacturer, to the extent permitted, for the products to be provided under this Contract. This includes the manufacturer's genuine parts/product information, recall notices, manuals, licenses, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.).

4.18. [Intentionally Omitted]

4.19. Work Performed on City Property

Contractor's personnel will exercise safe and sound business practices with the skill, care, and diligence normally shown by professional technicians employed in the type of Services required under this Contract.

The Contractor will employ only competent and efficient employees, and whenever, in the opinion of the Commissioner, any employee is careless, incompetent, obstructs the progress of the Services, acts contrary to instructions or conducts themselves improperly, the Contractor will, upon the request of the Commissioner, remove the employee from the premises and will not employ such employee again for the Services under this Contract, except with the written consent of the Commissioner.

The Contractor will not permit any person to enter any part of a City facility or property while under the influence of intoxicating liquors or controlled substances. The Contractor will not permit obnoxious behavior, or possession or consumption of alcoholic beverages or drugs anywhere on the site of any Services to be performed under this Contract.

The Commissioner has authority to request the Contractor to remove any worker who proves to be incompetent or negligent in his/her duties.

If required by the Detailed Specifications, the Contractor's employees or subcontractors are required to wear suitable uniforms during the time they are on duty on any City property.

The Contractor's employees or subcontractors must wear an identification badge at all times while on duty on any City property.

The Contractor's employees must have proper identification on their person before they will be allowed on any City property.

Smoking is prohibited in all City of Chicago facilities.

The Contractor will require that all employees refrain from disturbing papers on desks, opening desk drawers or cabinets.

While on City premises, the Contractor will not store any equipment, tools or materials without prior written authorization from the Commissioner. The City will not be responsible for or liable to pay the Contractor for any loss of equipment, tools or materials stored in unsecured areas without proper authorization.

4.20. Multi Project Labor Agreement (PLA)

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found

on the City's website at: <http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>.

To the extent that this Contract involves a project that is subject to the PLA, Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Contract, and shall comply in all respects with the PLA.

ARTICLE 5. TERMS FOR SUPPLY CONTRACTS

5.1. Blanket Releases / Purchase Orders

Unless otherwise provided in the Scope of Work and Detailed Specifications, orders for products to be provided under this Contract will be in the form of a written City of Chicago Blanket Release (a.k.a. purchase order, purchase order release, sub-order, or sub-order release) that will be issued by the Department and sent to the Contractor. Blanket Releases will indicate the specification number, Contract/purchase order number, product description, quantities ordered for each line item, unit cost, total cost, shipping address, delivery date, fund chargeable information and other pertinent instructions regarding delivery.

For Blanket Releases issued before a price increase effective date, if this Contract provides for price increases, Contractor must honor Contract prices listed on the Blanket Release, even if the Blanket Release specifies multiple shipments with delivery dates that are scheduled after the effective date of the price increase.

The Contractor must not honor any verbal order(s) or make any deliveries without receipt of a written Blanket Release issued by the Department. Any items provided by the Contractor without a written Blanket Release are made at the Contractor's risk. Consequently, in the event a written Blanket Release is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any items provided without a written Blanket Release.

5.2. Delivery and Acceptance

5.2.1. Delivery

As stated above, Contractor must not make any deliveries without a written City of Chicago Blanket Release issued by the appropriate department. Upon receipt of a Blanket Release, deliveries must be made to the location(s) listed in the Scope and Detailed Specifications or other location specified by the Commissioner or CPO in the written purchase order. Unless otherwise clearly and specifically provided in the Detailed Specifications or the written purchase order, all deliveries will be F.O.B. destination (City of Chicago).

Contractor understands and agrees that the initial acceptance of any delivery will not be considered as a waiver of any provision of this Contract and will not relieve the Contractor of its obligation to supply satisfactory goods which conform to the Contract.

5.2.2. Inspection and Defects

The City will have the right to inspect any products to be provided by Contractor under this Contract. Upon delivery of the products, the City will conduct an in-depth initial visual examination solely for the purpose of identifying gross and obvious damage, defects or non-conformance with specifications. The Contractor's representative may be present for the initial examinations. This does not limit the City's right to conduct subsequent inspection of the products delivered.

If defects or omissions are discovered in the initial or subsequent inspections, the City may exercise any or all of the following remedies, in addition to any other remedies specified in this agreement:

- Require the Contractor to make corrections at Contractor's expense, either on-site or at Contractor's place of business, whether or not the term of the Contract has expired.
- Require the Contractor to replace the units at Contractor's expense.

Any and all labor and materials which may be required to correct or replace damaged, defective or non-conforming products must be provided by the Contractor at no cost to the City. The Contractor must correct or replace the incorrect, damaged or defective or non-conforming items within seven (7) business days of the return unless otherwise provided in the Detailed Specifications. The City of Chicago will not be subject to restocking charges.

5.2.3. Shipment Errors

The Contractor will be responsible for any errors in shipments that are the fault of the Contractor. The Contractor must make arrangements with their common carrier or company personnel to pick-up, at

Contractor's expense, any un-ordered products, over-shipments of product, or products that otherwise do not comply with the applicable purchase order within forty-eight (48) hours after notification by the Department. In the event that any shipment omits any or all of the products specified in the applicable purchase order, Contractor must, at Contractor's expense, deliver the specified products within forty-eight (48) hours after notification by the Department, except that supplies must be delivered within twenty-four (24) hours per Exhibit 1, Section B.5.

The City of Chicago will not be subject to restocking charges due to shipment errors.

Repeated errors in shipments will be an event of default under this Contract.

5.3. Unspecified Items

Any commodity or services not specifically listed herein may be added to this Contract if it falls within the same general category of items/services already specified in the Contract. Pursuant to 2-92-646 of the Municipal Code of Chicago, the lifetime, aggregate value of the City's purchase of any items/services added to this Contract pursuant to this provision must not exceed ten percent (10%) of the original value of the Contract.

The Department will notify the Contractor in writing of the unspecified items which are necessary and request a written price proposal for the addition of the item(s) to this Contract under the same terms and conditions of the original Contract. Upon receipt of a price proposal, the Department will forward the request and proposal to the Chief Procurement Officer for approval to add the unspecified item(s) to the Contract. Such item(s) may be added to the Contract only if the prices are competitive with current market prices and said items are approved by the Chief Procurement Officer in writing. The Chief Procurement Officer reserves the right to seek competitive pricing information on said item(s) from other suppliers and to procure such item(s) in a manner that serves the best interest of the City.

Any such unspecified item(s) delivered by the Contractor, without a written approval and modification of the Contract signed by the Chief Procurement Officer, are delivered entirely at the Contractor's risk. Consequently, the Contractor hereby releases the City from any liability whatsoever to pay for any items delivered prior to the Contractor's receipt of fully signed Contract modification approving the unspecified item(s).

5.4. Quality, Source, Substitution, and Labeling

5.4.1. Quality

Product must conform to any industry standards specified in the Detailed Specifications as well as the best industry practices and standards with respect to quality of materials and workmanship. Unless otherwise specified in the Detailed Specifications, all products provided must be new and in conformance with the Contract and acceptable in every detail to the Commissioner. If requested, the Contractor must certify to the Commissioner that all products to be provided comply with all Contract requirements. Only products which conform to the quality requirements of the Contract will be accepted.

5.4.2. Source

The Contractor must promptly notify the Commissioner upon request, of the source (or sources) from which the Contractor expects to obtain the products. The source(s) of supply, including the manufacturer, must not be debarred from contracting or otherwise be ineligible to contract with the City.

If sources are found to be unacceptable at any time or fail to be the source of products satisfactory to the Commissioner, the Contractor must furnish products from other, acceptable sources.

5.4.3. Substitution

In cases of product unavailability or other conditions beyond the control of the Contractor arising after contract award, Contractor may request to provide substitutes for the products specified in the Detailed Specifications.

Each request for substitution must be submitted separately and must include sufficient information that, in the Commissioner's sole judgment and discretion, enables the Commissioner to determine the suitability of the proposed substitute for the specified product. The information must include:

- (a) Product identification, including manufacturer's name and address.
- (b) Manufacturer's literature including:
 - i) Product description
 - ii) Reference standards
 - iii) Performance and test data
- (c) Samples, as applicable. Samples must be at no charge and will not be returned.
- (d) Name and address of similar user of the product and date of usage.
- (e) Itemized comparison of the proposed alternate item with specified item listing significant variations.

The Contractor warrants and represents that in making a formal request for substitution that: (1) the proposed substitution is equivalent to or superior in all respects to the product specified; (2) the same warranties and guarantees will be provided for the substitute as for the product specified. Any additional cost, or any loss or damage, arising from the substitution of any products for those specified shall be borne by the Contractor.

The Commissioner may, in his or her sole discretion, accept an alternate product for a specified product, provided the alternate product is, in the Commissioner's sole opinion, the equivalent of the product specified in the Detailed Specifications. The Commissioner will not entertain more than one request for substitution per year except in cases of product unavailability or other conditions beyond the control of the Contractor.

5.4.4. Testing Laboratory Labels

All products containing electrical wiring must conform to the City Electrical Code, which requires such products to be approved and so labeled by a testing laboratory acceptable under the Chicago Electrical Code Section 14-64-010.

5.5. Contractor's Warranties

The Contractor warrants that the transfer of the products to be provided under this agreement is good and its transfer is rightful, and that the products will be delivered to the City free from all liens or any security interest, excluding security interests expressly created herein, and such products will be free and clear from any other encumbrance.

In addition to all warranties that may be implied by law, the items shall be free from defects in materials and workmanship. Such warranties, including warranties implied by law, shall run to City, its successors, assigns, customers, and to users of the goods.

ARTICLE 6. SCOPE OF WORK AND DETAILED SPECIFICATIONS

6.1. Scope of Services

This Contract is for Mailing Equipment and Related Services. More specifically, the Services that Consultant must provide are described in Exhibit 1, "Scope of Services and Time Limits for Performance."

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Contract.

6.2. List of Key Personnel

Key Personnel are (or are listed in) Exhibit 1, Attachment A.

6.3. Term of Performance

This Contract takes effect as of the Effective Date and continues for 60 months, unless terminated earlier or extended pursuant to the terms of this contract.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

6.4. Contract Extension Option

The City has the option to extend the term of this Contract for five (5) additional one (1) year extension options, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract.

Before expiration of the then current term, the Chief Procurement Officer will give the Consultant notice, in writing, that the City is exercising its option to renew the Contract for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service. After notification, the Contract will be amended to reflect the term extension.

The 181 day extension for the purposes of providing continuity of service, described in the Standard Terms and Conditions article of this Contract, may be exercised in lieu of an option period or following the exhaustion of all option periods and does not require formal amendment of the Contract.

6.5. Payment

6.5.1. Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the completion of the Services in accordance with this Agreement, including the standard of performance found in "Special Conditions for Professional Services Contracts," above.

6.5.2. Method of Payment

Contractor must submit monthly invoices to the City for costs billed, as outlined in the Schedule of Compensation in Exhibit 2. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

6.5.3. Submission of Invoices

Consolidated invoices for all services/equipment are to be provided to the Department of Fleet and Facility Management/Finance and Administration Bureau at 30 North LaSalle Street, Chicago, Illinois 60602, on a monthly basis, detailed and broken down by location/Department.

6.5.4. Centralized Invoice Processing

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

Invoices for any City department other than the Department of Aviation:

Invoices
City of Chicago, Office of the City Comptroller
121 N. LaSalle St., Room 700, City Hall

Chicago, IL 60602

Invoices for the Department of Aviation:

Chicago Department of Aviation
10510 W. Zemke Blvd.
P.O. Box 66142
Chicago, IL 60666
Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to: invoices@cityofchicago.org with the word "INVOICE" in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

Contractor must not submit invoices for less than \$500 unless a particular invoice is for last payment related to closeout of services.

The City may change its invoice submission and processing procedure during the term of this Contract. Should a change occur, the City will notify Contractor of the new procedure which the Contractor will then be required to follow.

6.5.5. Criteria for Payment

The reasonableness, allocability, and allowability of any costs and expenses charged by Contractor under this contract will be determined by the Chief Procurement Officer and the Commissioner in their sole discretion.

In the event of a dispute between Contractor and the City as to whether any particular charge will be paid, or as to whether the amount of such charge is reasonable, allocable to the services under the contract, or allowable, the Contractor must, and the Department may, refer such dispute to the Chief Procurement Officer for resolution in accordance with the Contract Disputes section of this contract.

The City will not withhold payment for undisputed sums on such invoice while a dispute is being resolved.

6.6. Funding

The source of funds for payments under this Contract is Fund number 016-0100-038-2126-0157-220157 and Various. Payments under this Agreement must not exceed **\$1,650,000.00** without a written amendment in accordance with Section 3.1.4.9, Amendments of the "Standard Terms and Conditions" section. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.

6.7. Notices

Notices to the City and Contractor will be as provided in the Standard Terms and Conditions. Notices to Contractor will be sent care of the name and to the address listed below:

Pitney Bowes Global Financial Services LLC
27 Waterview Drive
Shelton, CT 06484
Attn: Director- Lease Marketing

With a copy to:

Pitney Bowes Inc., World Headquarters
3001 Summer Street
Stamford, CT 06926-0700
Attn: EVP, Chief Legal & Compliance Officer
Tele: 203-356-5000

6.8. No Stated Goals for MBE/WBE Participation

It is the policy of the City of Chicago that local businesses certified as Minority-owned Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) in accordance with Section 2-92-450 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of all City contracts.

The Chief Procurement Officer has determined that the nature of the goods and/or services to be provided under this Contract is such that neither direct nor indirect subcontracting opportunities will be practicable or cost-effective. Therefore, there will be no stated goals for MBE/WBE participation in this Contract. This determination is being made pursuant to Section 2-92-450 of the Municipal Code of Chicago.

ARTICLE 7. [INTENTIONALLY OMITTED]

ARTICLE 8. INSURANCE REQUIREMENTS

Contractor must provide and maintain at Contractor's own expense, during the term of the Contract and during the time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Contract, the insurance coverage and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG21 39 or equivalent).

The City of Chicago is to be named as an additional insured under the Contractor's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary, without right of contribution by any other insurance or self-insurance maintained by or available to the City. Contractor must ensure that the City is an additional insured on insurance required from subcontractors.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired). are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

4) Professional Liability

When any system engineers, technicians, EDP professionals including but not limited to system programmers, hardware and software designers/consultants or any other professional consultants perform work or services in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000.

When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Property

The Contractor is responsible for any damage to City property including the Department of Fleet and Facility Management equipment at full replacement cost incurred during inspection, upgrade, equipment testing, maintenance of software, maintenance and/or repairs of equipment, materials, parts and supplies or loss to any City property that are part of the Contract while in the care, custody and control of the Contractor or loss to any City property as a result of this Contract.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

All Insurance Certificates of Coverage must be signed, dated and reference the City Contract number.

The Contractor must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor. The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

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

If the Contractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Contractor is a joint venture or limited liability company; the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract. Contractor must that ensure the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

If Contractor or subcontractor desires additional coverages; the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

ARTICLE 9: SIGNATURE PAGE

Contract Number: 47811

Specification Number: 137647

Contractor (Vendor) Pitney Bowes, Inc.

Total Amount (Value): 1,650,000.00

Fund Chargeable: 016-0100-038-2126-0157-220157 and Various.

SIGNED at Chicago, Illinois:

CONTRACTOR:

PITNEY BOWES, INC.

By: _____

Name: _____

Its: _____

Attest: _____

State of _____; County of _____

This instrument was acknowledged before me on _____ (date) by _____

as President (or other authorized officer) and _____ as Secretary of

_____ (name of party on behalf of whom instrument was executed).

Notary Public

Commission Expires

CITY OF CHICAGO

By: _____
Mayor Date

Comptroller Date

Chief Procurement Officer Date

EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

EXHIBIT 1: SCOPE OF WORK

SCOPE OF SERVICES

Contractor must furnish, install, maintain, and provide the account management and consulting services related to Mailing Equipment. Contractor must furnish and deliver F.O.B., City of Chicago, Department of Fleet and Facility Management and other Using City Departments, the mailing equipment, supplies and services all in accordance with the negotiated prices, terms, and conditions of the awarded contract. Contractor must have direct access to: equipment inventories; trained and experienced service repair technicians; equipment parts; equipment supplies; equipment performance specifications; and the experience and tools necessary to perform analysis of City needs and to recommend the best equipment to suit those needs.

A. Equipment and Supplies

1. Equipment

The Contractor must possess working knowledge of its equipment and related software products and provide expertise in the network integration of that equipment and its software into the City's various IT platforms and standard architectural requirements, available at the link below and attached to this Contract as Exhibit 6:

http://www.cityofchicago.org/city/en/depts/doi/supp_info/hardware_softwarestandards.html

The City anticipates the need for equipment including, but not limited to:

Meters and scales of various sizes and capacities;
Sorters, folders/inserters and processing machines of various sizes and capacities; and
Computer software, hardware and peripherals.

The proposed equipment and software must, at minimum, have the following features to allow the city to perform the following tasks:

Print postage on envelopes
Print postage on tapes and labels
Seal envelopes
Calculate postage based on item weight, size and class of mail
Enter any delivery address to verify accurate postal data, including spelling or accurate zip codes. Provide reasons for non-matches.
Print shipping labels in standard USPS format (4" x 6")
Access USPS tracking
Track USPS, UPS, Packages, etc.

Additionally, the postage meter must:

1. Incorporate the latest technology approved by the USPS to secure funds and follow USPS requirements.
2. Automatically Integrate updated USPS postage rates to ensure accurate postage on all mailing equipment and for each postage meter refill

Contractor must notify the Department of Fleet and Facility Management of any requests for new equipment by departments. If a department requires equipment, it is the responsibility of the Contractor to provide it pursuant to the terms of the contract. Requesting Departments must receive approval from the Department of Fleet and Facility Management prior to engaging with the

Contractor for any equipment requests. The Department of Fleet and Facility Management will be responsible for monitoring equipment provided under the contract for the City of Chicago.

The City will order equipment from the Contractor to be leased by the month at the prices set forth in the Compensation Schedule. The contract will govern all orders; the City will not enter into any separate agreements with Contractor when it orders a piece of equipment.

2. Supplies

The City anticipates the need for supplies, including but not limited to:

Ink;
Labels;
Tapes; and
Sealing solution

Contractor must furnish and deliver supplies F.O.B., City of Chicago, Department of Fleet and Facility Management and other Using City Departments and at no extra charge beyond the listed unit price.

3. New or Rebuilt Equipment

Except as otherwise provided in this subsection, all Equipment supplied by Contractor must be new, meaning it has never been used and is in its original condition as first shipped from the manufacturer; Equipment must not be a used, rebuilt, or reconditioned unit. "Brand-new" or "new" means never been used and in the original condition as first shipped from the manufacturer; not a used, rebuilt, or reconditioned unit.

Equipment which has been factory rebuilt or remanufactured and is certified by the factory to perform like "new" and carries with it the same warranty and guarantees as a completely new piece of Equipment, is acceptable as being priced as new.

Rebuilt and remanufactured mailing equipment are acceptable as new, if the rebuilt or remanufactured mailing equipment is certified by the manufacturer as being rebuilt with new, used, and rebuilt major and minor components, and carries with it the same warranties and guarantees as would a new machine.

4. Defective Units

Any Equipment experiencing excessive downtime (where "excessive" is more than sixteen (16) hours in any given month), or receiving consistent user complaints because of the Equipment not being user friendly or having inherent mechanical or other technical problems, is considered to be a Defective Unit.

All Defective Units must be replaced with New or Rebuilt Equipment, as defined in Section A.3 above, and warranted the equivalent as new. The Defective Unit must be removed and replaced within forty-eight (48) hours from the date of notice from the City's authorized key operator. The City of Chicago, Department of Fleet and Facility Management and other Using City Departments must incur no extra charges, as a result of the Defective Unit being replaced.

Additionally, Contractor shall uphold its Customer Satisfaction Guarantee, attached hereto as Exhibit 11.

5. LAN/WAN Equipment Installation Problems

If the Contractor's software installed onto the City's network is suspected of causing any problem which affects the normal LAN or WAN operations, or is suspected of causing a problem, it must be quickly and safely removed by the Contractor from the City's

network upon demand from the City's DOIT authorized representative, at no charge to the City. Such condition may be considered a Defective Unit.

Any software installed in the Equipment (but not on the City's network) suspected of causing a problem, must be quickly and safely disconnected from the City's network upon demand from the City's DOIT authorized representative, at no charge to the City. Such condition may be considered a Defective Unit.

All network connections require pre-approval from the Using Department's DOIT Planner as well as the City's DOIT department prior to any installation (or reinstallation) of Equipment into the City's LAN or WAN.

6. Hardware

Memory boards, cache archival devices, or other memory component pieces integrated into or added onto equipment, must be compliant with all relevant IT standards developed and published by DoIT, when applicable. (See website: www.cityofchicago.org, pull down menu to Department of Innovation and Technology (DOIT)> org chart> Hardware/Software Standards.)

7. Securityware

Some City departments may require that equipment have security features which protect data from being accessed by unauthorized personnel. Security features may also be required to protect digital data which resides on a memory component of the equipment from being accessed by unauthorized personnel. Refer to [Exhibit 5](#) in this Contract.

8. Software

The Contractor must provide the City with an irrevocable license to use any third-party software which may reside in any Equipment delivered to a Using Department while the Equipment is serviced under Contract. The Contractor must pay for and maintain such software at no separate additional cost to the City.

Any Equipment or application of the Equipment which requires proprietary software in order to work, must be brought to the attention of and receive approval in writing from the Using Department's authorized person. For example, if proprietary software is required in order to enable Equipment's e-mail application to function on the City's network, then such a requirement needs to receive written approval from the City.

If standard application software is required to enable an Equipment's application to function on the City's network, then no approval is required, but notice must be given to the Using Department's authorized person.

9. Demo Units

Upon request from a Using Department for a specific Equipment model demonstration, the Contractor must provide a video demonstration of the Equipment model, and/or arrange an Equipment demonstration at the Contractor's facility in the City of Chicago, at no additional charge to the City.

B. Delivery and Installation

1. Delivery and Installation Charges

All Equipment and accessories will be delivered and installed at no additional charge to the City of Chicago, Department of Fleet and Facility Management Bureau Facility Operations and other Using City Departments.

All Supplies will be delivered and handled at no additional cost to the City of Chicago address of destination. Contractor must furnish and deliver supplies F.O.B., City of Chicago, Department of Fleet and Facility Management and other Using City Departments and at no extra charge beyond the listed unit price.

Any costs incurred by the Contractor due to any delays resulting from security checks of delivery trucks or drivers, may not be charged to the City.

2. Installation Requirements

Contractor will be required to install all new and replace equipment and to make sure that the equipment is operating as required.

Equipment must be put in operable condition and producing acceptable results upon installation.

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

Installation is deemed as complete when the equipment is in operable condition and produces acceptable results.

If newly installed equipment is not operating as intended, the Contractor must replace the equipment and ensure that it is functioning as intended the same day if possible, but no later than one (1) business day.

The City of Chicago will require Contractor to:

Sign-off on the installation of equipment which indicates the equipment has been installed and is functioning as intended.

Upon arrival, the Contractor installation agent will inventory the equipment received to ensure that all of the equipment listed on the packing slip has been received. The Contractor installation agent will unpack the equipment. The Contractor installation agent will validate the internal components of the system to ensure that the proper components are present.

At the City of Chicago's discretion, the Contractor installation agent will dispose of, or store on- site, all boxes and packaging materials shipped with the equipment.

The Contractor installation agent will validate the configuration documentation to ensure that the proper procedures have been followed and the appropriate software has been installed. After the system is connected to any power, phone and/or network connection that is required, the Contractor installation agent will test for network connectivity and software operability to certify the system as functioning properly. The Contractor installation agent will perform acceptance tests specified by The City of Chicago on all equipment and software until the installation is deemed satisfactory.

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

3. Equipment Termination

The City may notify the Contractor at any time that it no longer wants a particular piece of equipment. All equipment orders placed under the contract will continue until the sooner of (1) notification by the City to the Contractor that it no longer wants a particular piece of equipment or (2) the expiration of the Term of the contract. Upon notification from the City that the City no longer wants a particular piece of equipment, and upon expiration of the Term of the contract, Contractor will be responsible for the removal/disposal of the equipment at no charge to the City in accordance with the procedures described in Section B.4., Relocation and Removal of Installed Equipment, below.

4. Relocation and Removal of Installed Equipment

If a piece of Equipment needs to be moved as a result of an office relocation after it has already been delivered and installed, then there will be no charge for any office reconfiguration within any existing space.

No charges will be applied if, at the request of the City, an installed piece of equipment and its accessories are requested to be moved by Contractor from its original installation points to a different location.

No installation or removal charges apply for any ordered, delivered and installed (and networked) piece of equipment and accessory.

All de-installation and repacking services for the return and shipment of equipment units to the Contractor will be performed by the Contractor at no charge to the City. If applicable, Contractor must remove the equipment and accessories from the City location upon the date and time scheduled between the Using Department's authorized representative and the Contractor. The City of Chicago will make arrangements for payments to cease on that date and the Contractor will provide a final invoice. The City of Chicago is not responsible for any payments after the scheduled pickup date if the equipment has not been removed by the Contractor.

The Contractor and Using department must notify the Department of Fleet and Facility Management of any equipment being removed or relocated before the task is performed.

5. Equipment Delivery Lead Times

"**Prompt delivery of Equipment**" is delivery and installation of an ordered piece of Equipment within ten (10) business days from the order date. The City requires the Contractor to maintain Equipment in inventory close enough in proximity to the city of Chicago to ensure prompt delivery of Equipment under Contract.

"**Prompt delivery for Supplies**" is delivery within twenty-four (24) hours from the time of order (during normal business hours: Monday through Friday, 7:30 a.m. to 4:30 p.m.).

The City requires the Contractor to maintain Supplies in inventory close enough in proximity to the city of Chicago to ensure prompt delivery for Supplies under contract.

C. Equipment Services

Contractor will provide Service for the Equipment in accordance with the Service Level Agreement terms set forth in Exhibit 8 Pitney Bowes Terms and Section C.2 below.

Contractor will provide software maintenance for software which is not embedded in Equipment shall be provided in accordance with the terms set forth at <http://www.pitneybowes.com/us/license-terms-of-use/shipping-and-mailing-maintenance-services-terms.html>.

1. Training and Support

Training will be conducted at initial installation and the City of Chicago will be able to request on-going training two (2) times per year at no additional cost. Pitney Bowes will provide client webinars at no cost.

All training will take place at the City of Chicago user department facility. The training will be provided by a Pitney Bowes Certified Trainer.

User manuals will be available or the departments will have access to the User Manuals on-line.

Dedicated Software Support Line will be available to the departments.

Help Line Support – products that are supported through the Diagnostic Center, toll-free telephone technical assistance is available Monday through Friday, 8:00 A.M. until 8:00 P.M. EST exclusive of holidays.

Resources are provided by Pitney Bowes.

2. Maintenance Response Times

Contractor will provide maintenance services pursuant to the Performance Service Level Agreement (“SLA”) identified in **Exhibit 8**. If Contractor does not meet the four (4) hour response time commitment (referred to hereafter as a response time service deficiency) with respect to any piece of equipment on which the City notifies Contractor requires service, Contractor will provide the City with a credit equal to the difference between the cost of the Standard SLA and Performance SLA for three (3) months (see **Exhibit 7** for Standard and Performance pricing, attached hereto).

3. Account Management Services

a. Composition and Service Requirements

The Contract Account Management Team may be comprised of corporate executives, marketing and sales personnel, IT consultants, Service technicians, and account receivables personnel.

The role of the Contract Account Management Team is to provide the City with the following services at no extra cost:

- Consultation and recommendations to the City's Using Departments, pursuant to analysis of current and future Equipment installation configurations;
- Cost savings and work flow efficiencies through a balanced network of Equipment for the using personnel;
- Remedy to any Equipment performance problems;
- Information from expert technological support personnel (e.g. factory trained and field-trained Equipment Maintenance technicians, IT software/hardware/firmware technicians, and LAN/WAN technicians);
- Inventory controls of its installed Equipment; and
- Any other services that the City may request.

The Contract Account Management Team must provide follow-up support and product surveys after all orders.

The Contract Account Management Team must provide Transaction Reduction recommendations (i.e. recommendations to the City Using Departments regarding the reduction and consolidation of individual orders and invoices for Equipment, Accessories, Supplies, and Maintenance).

b. Complaints Resolution Process

The Contractor must identify, by name and title, at least one of its key managers and one director or officer who will be responsible to provide solutions to any account management team member or equipment related performance problems.

All equipment or service performance complaints by a Using Department will be initially directed by the Using Department's key operator to the Contractor's named manager who will respond to the complaint with the intent to resolve the problem within one (1) business day. All complaints must be resolved by the Contractor within forty-eight (48) hours (meaning, with respect to equipment complaints, that Contractor must restore the equipment to a fully functioning state).

The Contractor's manager must maintain a logged history of each City-reported performance problem or City complaint, and track the problem to the point of resolution. The manager must remedy any similarly occurring problems and initiate any actions necessary to prevent the recurrence of the same problem anywhere in the City, if applicable.

If the problem or complaint is not resolved by the manager in a timely manner, then the named director or officer of the company must respond to any unresolved performance problems and make all reasonable efforts to resolve the outstanding problems effectively and efficiently.

If the problem persists and is still unresolved, then the issue will be reviewed by the Chief Procurement Officer, whose decision will be binding.

6. Online Tools

Contractor must provide online tools to manage accounts, pieces of mail, postage, service and equipment.

Contractor must supply the City with online access to the City's account for the following purposes, including, but not limited to:

- Placing and tracking the status of service calls;
- Refilling postage, checking account balances, and reviewing statements; and
- Ordering supplies.

7. Reporting Capabilities

Contractor must provide reports on inventory, supply usage, services utilized (performed) by each City Department, and any other report as may be needed to the requesting City Department and to the Department of Fleet and Facility Management.

Contractor must provide reports on inventory, supply usage, and any other report as may be needed by each participating City Department to the Department of Fleet and Facility Management at the commencement of this contract term.

Contractor must provide reports on all inventory, supply usage, services utilized, and any other report as may be needed by the participating City Department at the end of this contract to the Department of Fleet and Facility Management.

Reports in PDF format must also be available and provided in Excel spreadsheet format.

8. Database Report

The Contractor must maintain a database which can provide reports on the history of any individual piece of Equipment. The database software must enable the Contractor to sort by various criteria and provide custom report printouts; for example, by the Equipment serial number, model number, the City User Department, date of installation, address of installation, Maintenance and service history per individual Equipment, accessories installed, date of order and installation, payment prices, meter click charges and payment history, output data per month, etc.

All Reports must be made using Microsoft Excel, unless another format is preapproved. (The City may create the report as a template for the Contractor to data enter the fields.)

9. Maintenance and Service History Report Deliverables

Contractor must record all service calls and keep record of all such calls for each piece of Equipment, to be reported to the City upon request.

Records will include:

- date of calls,
- response time between the initial Service request from the Using Department to the Contractor;
- the technician's time of arrival at the site;
- the amount of time it took for the technician to repair the unit;
- history of actual downtime of a unit;
- model number;
- serial number;
- location of unit;
- Department using the unit;
- other information as may be requested.

If necessary, a Using Department may request that the Contractor provide machine jam-data (the frequency and location of paper jams) from the equipment's internal hard drive or other internal data storage device.

10. Rate Changes

Contractor must notify the City in writing of any USPS and UPS rate changes within twenty-four hours of Contractor's receipt of notification. Contractor must describe the method used to change rates, and how the method and change will affect City operations. Contractor must audit City usage under the new rate schedule. Contractor must provide a method for rate shopping by the City.

11. Invoicing

Consolidated invoices for all services/equipment are to be provided to the Department of Fleet and Facility Management/ Finance and Administration Bureau at 30 North LaSalle Street, Chicago, Illinois 60602, on a monthly basis; detailed and broken down by location/Department.

12. Methods of Procuring Postage

Contractor must offer various methods of procuring postage including, but not limited to:

- Online;
- Telephone;
- Automatic account replenishment; and
- Postal credit and for advances.

The mailing equipment has a set mailing allowance. If usage exceeds the allocated amount; the City would need to request an emergency advance from the vendor to cover the overage. The vendor would then apply the advance to the equipment's postage allowance.

The City of Chicago will not pay any fees for emergency advance on postal charge.

13. Digital Paperless Technology

Contractor must offer some application of Digital/Paperless Technology including, but not limited to:

- Certified mail;
- Tracking of mail pieces; and
- Notification regarding status of mail pieces.

14. Relationships with Postal Service and Shipping Companies

Contractor must have an agreement with the United States Postal Service to provide the City with United States Postage including, but not limited to any exclusive offerings.

Contractor must have an agreement with a major international shipping company including, but not limited to:

- Exclusive offerings
- Compatible equipment
- Maintenance and service

15. Upgrades

The Contractor will provide and install all software upgrades over the entire contract period and any extension periods at no additional cost to the City. The Contractor will also replace and upgrade computer peripherals that have demonstrated slow performance and functionality issues at no additional cost to the City.

D. Consulting Services

1. Security

Contractor must provide and implement recommendations, equipment and processes to secure incoming and outgoing mail

2. Inventory and Equipment

Contractor must provide and implement recommendations on inventory and equipment, including, but not limited to:

- Bundled products and services;
- Inventory counts and audits; and
- Types of inventory management provided by Contractor

3. Financial Services

Contractor must provide and implement recommendations for services, including, but not limited to:

- Rebates
- Parcel insurance

Contractor must recommend the best rates for the City based upon factors including, but not limited to:

- Reduced rates for non-profit, not-for-profit, and governmental entities; and
- Legal considerations and requirements for mail class.

F. Sustainability Requirements

a) All equipment and supplies must meet the criteria listed in the US General Services Administration (GSA) Sustainable Facilities Tool for "Mailing Machines" (<https://sftool.gov/greenprocurement/green-products/10/office-electronics/153/ mailing machines/O>) and for "Electronic Equipment Leasing" (<https://sftool.gov/greenprocurement/green-services/5/electronic-equioment-leasing>), unless it is demonstrated by the Contractor that these criteria cannot be met. These criteria include:

BioPreferred

(<http://www.biopreferred/faces/pages/ProductCategories.xhtml>)

Includes toner ink.

CPG (<http://www.epa.gov/epawaste/conservation/tools/cps/products/index.htm>)

Includes printing paper, remanufactured printer ribbons, and remanufactured toner cartridges.

Energy Star (<http://www.energystar.gov/products/certified-products/detail/imaging-equipment>) Includes copiers, dvd players, docking stations, and more

EPEAT (<http://www.epeat.net/>)

Includes computers, monitors, imaging equipment, and more

FEMP Standby Power

(<http://www1.eere.energy.gov/femp/technologies/standby power.aspx>)

Includes computers, docking stations, fax machines, and more.

b) Equipment must not contain polybrominated biphenyls (PBB) or diphenyl ethers (PBDE) fire retardants or other identified persistent bioaccumulative toxic substances (PBT's), or rely on PBT's in their operation or maintenance.

c) Consumables for Equipment operation and maintenance must be free of environmentally hazardous, carcinogenic, mutagenic, or teratogenic substances

d) Sustainable materials and supplies include but are not limited to ongoing consumables, durable goods, and building materials that meet the criteria listed under "Products" in the US General Services Administration (GSA) Sustainable Facilities Tool at <http://sftool.gov/Green Procurement>. The Contractor may propose to utilize additional sustainable materials and supplies. If the sustainable version of material or supply is not reasonably available in a reasonable period of time, fails to meet performance standards, excludes adequate competition, or is only available at unreasonable prices, then the Contractor will include the exception in a quarterly report submitted to 2FM.

e) The Contractor will record and track purchases on a vendor-developed "Materials Purchasing Worksheet" (MPW) for submittal to 2FM on a quarterly basis. The MPW must include the cost, quantity and units for each material or supply purchased during the reporting month, notation of the whether or not each material or supply meets the appropriate criteria listed in the GSA Sustainable Facilities Tool, and if so, how the material or supply meets the criteria, e.g., recycled content percentage. Materials purchased by subcontractors must also be included.

Attachment 1 A: KEY PERSONNEL

Contractor (or subcontractor): PITNEY BOWES

NAME	TITLE	ROLE
Valerie Miller	Major Account Manager	Manages The City of Chicago Pitney Bowes Account
Joe Colella	Major Account Director	Major Account Manager reports to this individual. When Major Account Manager is out of office, director will be The City of Chicago's point of contact
Joe Krzyszkowski	Regional Client Service Manager	Service Manager for The City of Chicago account
Jennifer Durkin	Business Analyst	Work in conjunction with Major Account Manager to consult and recommend proper solutions for the City's Using Department. Develop Business Plans for implementation of Pitney Bowes products and solutions
Dave Smiley	Business Analyst	Work in conjunction with Major Account Manager to consult and recommend proper solutions for the City's Using Department. Develop Business Plans for implementation of Pitney Bowes products and solutions
15 Chicagoland Service Technicians		Service and maintain all equipment installed within the City of Chicago account

EXHIBIT 2: COMPENSATION

The City will receive Distribution Solutions Software, including SendSuite Xpress and SendSuite Tracking. The software includes the operating systems, rate updates for all carriers, and all updates to the operating systems. All software required to operate the SendSuite Xpress Shipping System is included in the lease pricing.

Contractor will provide and install the carrier rates in the SendSuite Xpress System for the City whenever the carrier changes the shipping rate charges. These rate updates are included in the lease pricing for the term of the Contract.

SEE FOLLOWING PAGES AND ATTACHMENTS FOR ADDITIONAL COMPENSATION TERMS.

Any Costs incurred by the Contractor due to any delays resulting from security checks of delivery trucks or drivers, may not be charged to the city.

MAILING EQUIPMENT AND RELATED SERVICES OPERATING BUDGET YEAR 1-5		
DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$1,363.00	SendPro3000+ Mailing System
SOFTWARE	included	
**SUPPLIES	On Pricing Attachment	Ink, Tape, Sealing Solution
TOTAL	\$1,363.00	

DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$1,363.00	SendPro3000+ Mailing System
SOFTWARE	included	
**SUPPLIES	On Pricing Attachment	Ink, Tape, Sealing Solution
TOTAL	\$1,363.00	

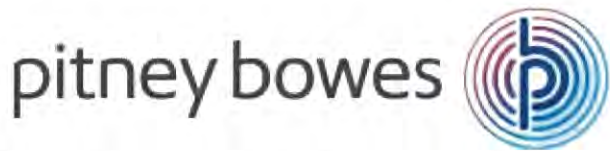
DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$2,602.00/\$1,024.00	Digital Commerce System
SOFTWARE	included	Relay Folding/Inserting System
**SUPPLIES		with Software Interface/Planet
TOTAL	\$3,626.00	Press/ConnectRight Mailer

DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$750.00	SendSuite Shipping System
SOFTWARE	included	
**SUPPLIES	On Pricing Attachment	Labels and Print Head
TOTAL	\$750.00	

DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$928.00	SendSuiteTracking -Inbound
SOFTWARE	included	Tracking System (Includes 2 Tracking Assistants)
**SUPPLIES	N/A	Additional Tracking Assistants
TOTAL	\$928.00	\$85.00 per unit

*Provide all components of proposed equipment and pricing as attachment.

**Provide all customary supplies and pricing for the proposed equipment



Mailing Equipment and Related Services Operating Budget Year 1-5

Item Listed in Box 1 on Compensation Schedule – Exhibit 4

SendPro 3000+ Mailing System

SendPro P3000 Series WOW (weigh-on-the-weigh)

SendPro P Series Mono Print Module

Connect+ 270 LPM (letters per minute) Speed

15" Color Touch Display

SendPro P Series Power Stacker

30 lb. Interfaced Weigh with External Display

30 lb Weighing Platform

Barcode Scanner

EnergyStar 09 Compliance Active

CONNECT+ ENERGY STAR Kit

Connect+/SendPro P Series Meter

Softguard for SendPro 3000

USPS Special Services Software

E-Return Receipt Feature

Service Level Agreement-4 Hour Guaranteed Response Time

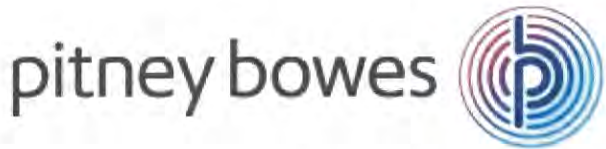
60 - Month Lease \$1,363.00

Supplies:

Ink \$113.39

Tape \$ 55.29

Sealing Solution \$ 53.59



Mailing Equipment and Related Services Operating Budget Year 1-5

Item Listed in Box 2 on Compensation Schedule – Exhibit 4

SendPro 3000+ Mailing System

SendPro P3000 Series WOW (weigh-on-the-weigh)

SendPro P Series Mono Print Module

Connect+ 270 LPM (letters per minute) Speed

15" Color Touch Display

SendPro P Series Power Stacker

30 lb. Interfaced Weigh with External Display

30 lb Weighing Platform

Barcode Scanner

EnergyStar 09 Compliance Active

CONNECT+ ENERGY STAR Kit

Connect+/SendPro P Series Meter

Softguard for SendPro 3000

USPS Special Services Software

E-Return Receipt Feature

Service Level Agreement-4 Hour Guaranteed Response Time

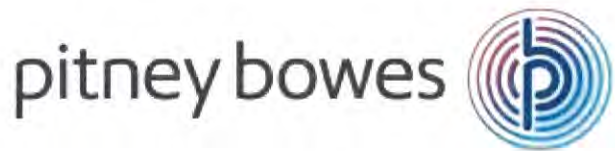
60 - Month Lease \$1,363.00

Supplies:

Ink \$113.39

Tape \$ 55.29

Sealing Solution \$ 53.59



Mailing Equipment and Related Services Operating Budget Year 1-5

Item Listed in Box 3 on Compensation Schedule – Exhibit 4

Digital Commerce System

Folding/Inserting System - Relay

Software Interface – Description: PlanetPress and ConnectRight Mailer

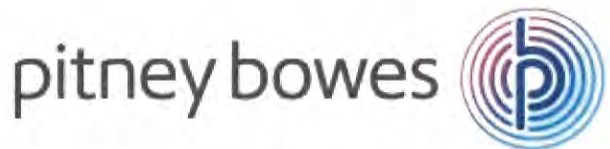
Service Level Agreement - 4 Hour Guaranteed Response Time

60 - Month Lease \$2,602

60 – Month Lease \$1,024

Supplies:

None



Mailing Equipment and Related Services Operating Budget Year 1-5

Item Listed in Box 4 on Compensation Schedule – Exhibit 4

Send Suite Xpress Shipping System

Rates – UPS, FedEx, and USPS

Operator Training

Installation Project

Project Management

PC with Flat Panel Monitor

High Volume Label Printer

Laser Printer

100 lb. Tabletop Scale

Software Service Agreement

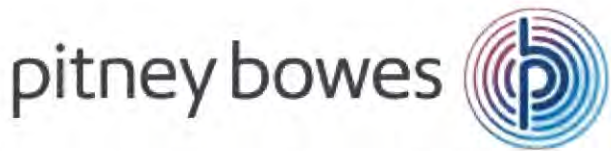
Service Level Agreement-4 Hour Guaranteed Response Time

60 - Month Lease \$750.00

Supplies:

Labels \$149.09

Print Head \$238.00



Mailing Equipment and Related Services Operating Budget Year 1-5

Item Listed in Box 5 on Compensation Schedule – Exhibit 4

Arrival Inbound Package Tracking System

(2) Enhanced WinMobil Tracking Assistants

(2) Single Bay Cradle/Battery Charger

Cordless Scanner

Installation Project

Project Management

Software Service Agreement

Service Level Agreement-4 Hour Guaranteed Response Time

60 - Month Lease \$928.00

Additional Tracking Assistants

60 – Month Lease \$85 each

Supplies:

None

RFP FOR MAILING EQUIPMENT AND RELATED SERVICES

Specification Number: 137647

Any Costs incurred by the Contractor due to any delays resulting from security checks of delivery trucks or drivers, may not be charged to the City.

MAILING EQUIPMENT AND RELATED SERVICES OPERATING BUDGET For EXTENSIONS 1 -5		
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DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$1,159.00	SendPro3000+ Mailing System
SOFTWARE	included	
**SUPPLIES	On Pricing Attachment	Ink, Tape, Sealing Solution
TOTAL	\$1,159.00	

DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$1,159.00	SendPro3000+ Mailing System
SOFTWARE	included	
**SUPPLIES	On Pricing Attachment	Ink, Tape, Sealing Solution
TOTAL	\$1,159.00	

DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$2,212.00/\$871.00	Digital Commerce System
SOFTWARE	included	Relay Folding/Inserting System
**SUPPLIES	N/A	with Software Interface/Planet
TOTAL	\$3,083.00	Press/ConnectRight Mailer

DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$638.00	SendSuite Shipping System
SOFTWARE	included	
**SUPPLIES	On Pricing Attachment	Labels and Print Head
TOTAL	\$638.00	

DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$789.00	Arrival Inbound Package Tracking
SOFTWARE	included	System (Includes 2 Tracking Assistants)
**SUPPLIES	N/A	Additional Tracking Assistants
TOTAL	\$789.00	\$73.00

*Provide all components of proposed equipment and pricing as attachment.

**Provide all customary supplies and pricing for the proposed equipment

All Extension Years will include the same equipment, supplies, and services indicated in the above itemized breakdowns for Years 1-5.

EXHIBIT 2

ATTACHMENT 2A: Attachment "O" from Contractor's Proposal

The City of Chicago may select additional products and services based upon specific needs and applications. All products and services are included in Attachment "O", Price Book.

ATTACHED.

Attachment “O”

Price Book

&

<http://www.naspovaluepoint.org/#/current-contracts/contractors/results/238>

track&trace works for...Facilities management

SendSuite™ Tracking will allow you to...

- Demonstrate service performance vs contract SLAs
- Introduce innovation into existing contracts
- Provide the platform to offer a true multi-site service offering
- Plan the optimum delivery routes for staff to keep costs at a minimum
- Evidence that you are performing key tasks as published in your contracts

Introducing SendSuite™ Tracking

With SendSuite™ Tracking, facilities management organisations are able to take receipt of goods at multiple locations and automate the tracking of each item as it is distributed.

The status of items can be viewed centrally by a facilities manager irrespective of where they were received or delivered meaning enquiries are fielded within seconds.

For a managed service provider with presence on a customer's premises, contract retention and growth depends on service delivery and ability to add innovation to contracts.

The task is to optimise service levels to the customer's employees by getting the right items to the correct recipient on time and then acting quickly to resolve issues should things go wrong.

Items need to be receipted, sorted to the correct recipient, the intended recipient should be informed that items are in possession prior to you completing a delivery.

Staff need to be able to field status enquiries within published service levels that often contain financial penalty if they are not met. What's more, managed contracts often require you to produce extensive reporting that demonstrates your performance to the client.

What's more, all managed service providers come under regular pressure to reduce operating expenses by performing with optimum productivity.

For many facilities management companies, this is a complicated task. Items often arrive in multiple places within the building making it difficult to control the flow of mail and assets. In busy operations, frequent personnel changes within the client make it difficult to know where to know exactly where to deliver many items and for you to plan the optimum routes for your delivery personnel.



Pitney Bowes Limited
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Meadow Way, Hatfield AL11 4JQ
T: 08444 792 792
E: sales.enquiries@pb.com

www.pitneybowes.co.uk



Pitney Bowes Limited is a member of the FSC® (Forest Stewardship Council) and is committed to the supply of products made from responsibly sourced wood. FSC® is a non-profit, independent, not-for-profit organization that promotes the responsible management of the world's forests. For more information, please visit www.fsc.org.

CE Pitney Bowes Ltd is a member of the CE mark scheme, which is a mark of quality and reliability. For more information, please visit www.ce-mark.com.

Meters Subscriptions

Postage Meter Rental	Offerors Response
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	Rental
Percentage(%) Discount off MSRP/Catalog	30%
Maintenance	Included in Rental Price

Postage Meter Rentals	Description	MSRP/Q	Monthly Contract Price	Quarterly Contract Price	discou
K7M0	Mail Station	\$77.00	\$18.00	\$54.00	
PR00-LOW	DM125 meter	\$141.00	\$33.00	\$99.00	
PR00-HIGH	DM225 meter	\$218.00	\$35.00	\$105.00	
G900-LOW	DM300 meter	\$222.00	\$40.00	\$120.00	
G900-MID	DM400 meter	\$264.00	\$45.00	\$135.00	
G900-HIGH	DM475 meter	\$286.00	\$50.00	\$150.00	
1M00-LOW	DM500-DM875 meter	\$287.00	\$67.00	\$201.00	
1M00-HIGH	DM825-DM1100 meter	\$315.00	\$74.00	\$222.00	
1W00-LOW	CONNECT+ 1000/2000 meter	\$243.00	\$57.00	\$171.00	
1W00-HIGH	CONNECT+ 3000 meter	\$298.00	\$70.00	\$210.00	

Connect+ Subscriptions	Description	MSRP/Q	Monthly Contract Price	Quarterly Contract Price	discou
MSG5	Sprint 3G Subscription	\$45.00	\$37.80	\$113.40	
D5G5	Sprint 4G Router Subscription	\$70.00	\$58.80	\$176.40	
WTP5	Connect + Ship a Package Subscription	\$10.00	\$8.40	\$25.20	

Purchase Power	Description	MSRP/M	Monthly Contract Price	Quarterly Contract Price	discou
K7M0	Mail Station	\$7.00	\$7.00	\$21.00	
PR00-LOW	DM125 meter	\$7.00	\$7.00	\$21.00	
PR00-HIGH	DM225 meter	\$7.00	\$7.00	\$21.00	
G900-LOW	DM300 meter	\$7.00	\$7.00	\$21.00	
G900-MID	DM400 meter	\$7.00	\$7.00	\$21.00	
G900-HIGH	DM475 meter	\$7.00	\$7.00	\$21.00	
1M00-LOW	DM500-DM875 meter	\$15.00	\$15.00	\$45.00	
1M00-HIGH	DM900-DM1100 meter	\$15.00	\$15.00	\$45.00	
1W00-LOW	CONNECT+ 1000/2000 meter	\$15.00	\$15.00	\$45.00	
1W00-HIGH	CONNECT+ 3000 meter	\$15.00	\$15.00	\$45.00	

Confirmation Services	Description	MSRP/M	Monthly Contract Price	Quarterly Contract Price	discou
7PR0-LOW	confirmation services for DM125 meter	\$7.00	\$5.90	\$17.70	
7PR0-HIGH	confirmation services for DM225 meter	\$7.00	\$5.90	\$17.70	
G9SS-LOW	confirmation services for DM300 meter	\$7.00	\$5.90	\$17.70	
G9SS-MID	confirmation services for DM400 meter	\$7.00	\$5.90	\$17.70	
G9SS-HIGH	confirmation services for DM475 meter	\$7.00	\$5.90	\$17.70	
1D00-LOW	confirmation services DM500-DM875 meter	\$17.00	\$14.25	\$42.75	
1D00-HIGH	confirmation services DM900-DM1100 meter	\$17.00	\$14.25	\$42.75	
M9SS-LOW	confirmation services for CONNECT+ 1000/2000 meter	\$17.00	\$14.25	\$42.75	
M9SS-HIGH	confirmation services for CONNECT+ 3000 meter	\$17.00	\$14.25	\$42.75	

Electronic Return Receipt	Description	MSRP/M	Monthly Contract Price	Quarterly Contract Price	discou
G9SS-LOW	electronic return receipt for DM300 meter	\$21.00	\$17.60	\$52.80	
G9SS-MID	electronic return receipt for DM400 meter	\$21.00	\$17.60	\$52.80	

Meters Subscriptions

G9SS-HIGH	electronic return receipt for DM475 meter	\$21.00	\$17.60	\$52.80
1D00-LOW	electronic return receipt DM500-DM875 meter	\$25.00	\$21.00	\$63.00
1D00-HIGH	electronic return receipt DM900-DM1100 meter	\$45.00	\$38.00	\$114.00
M9SS-LOW	electronic return receipt for CONNECT+ 1000/2000 meter	\$25.00	\$21.00	\$63.00
M9SS-HIGH	electronic return receipt for CONNECT+ 3000 meter	\$25.00	\$21.00	\$63.00

Inview Accounting <small>(prices are in addition to meter rental price)</small>		Monthly Contract			
		MSRP/M	Price	Quarterly Contract Price	discou
NVMA	INVIEW TMR - SINGLE METER(DM SERIES)	\$4.00	\$3.35	\$10.05	
NVMH	INVIEW TMR - SINGLE METER(CONNECT SERIES)	\$12.00	\$10.10	\$30.30	
NVMB	INVIEW TMR - UP TO 2 METERS	\$7.00	\$5.85	\$17.55	
NVMC	INVIEW TMR - UP TO 5 METERS	\$15.00	\$12.65	\$37.95	
NVMD	INVIEW TMR - UP TO 20 METERS	\$50.00	\$42.00	\$126.00	
NVME	INVIEW TMR - UP TO 50 METERS	\$100.00	\$84.00	\$252.00	
NVMF	INVIEW TMR - UP TO 100 METERS	\$150.00	\$126.00	\$378.00	
NVMG	INVIEW TMR - UNLIMITED METERS	\$250.00	\$210.00	\$630.00	

Sendsuite Tracking Online		Monthly Contract			
		MSRP/M	Price	Quarterly Contract Price	discou
T6RL	Add extra recipients, low volume	\$20.00	\$16.80	\$50.40	
T6RM	Add extra recipients, mid volume	\$15.00	\$12.60	\$37.80	
T6RH	Add extra recipients, high volume	\$10.00	\$8.40	\$25.20	
T6RV	Add extra recipients, very high volume	\$5.00	\$4.20	\$12.60	
T6DL	Device connectivity charge, low adds	\$50.00	\$42.00	\$126.00	
T6DH	Device connectivity charge, high adds	\$40.00	\$33.60	\$100.80	
T6LL	location connectivity charge, low adds	\$35.00	\$29.40	\$88.20	
T6LH	location connectivity charge, high adds	\$25.00	\$21.00	\$63.00	
T69R	SendSuite Tracking Online Receive	\$99.00	\$83.16	\$249.48	
T69N	Enhanced Receive and Notification	\$199.00	\$167.16	\$501.48	
T69D	Complete Receive and Delivery Management	\$299.00	\$251.16	\$753.48	

PB SmartPostage		Monthly Contract			
		MSRP/M	Price	Quarterly Contract Price	discou
PTF1	PB SmartPostage - Single Location	\$15.00	\$11.25	\$33.75	
PTF2	PB SmartPostage - Single Location with 5lb scale	\$17.00	\$12.75	\$38.25	
PTEB	PB SmartPostage - Enterprise (price per location)	\$24.00	\$18.00	\$54.00	
PTEC	PB SmartPostage - Enterprise with 5lb scale (price per location)	\$25.00	\$18.75	\$56.25	

Mailing System, Ultra Low Volume	Criteria Response
All products offered for this category of equipment shall meet or exceed the listed specifications with this solicitation Scope of Work.	
Percentage Discount of MSRP/Chasing	45%
Percentage Discount of Accessories	45%
Percentage Discount of Supplies and Consumables (except for ink)	15%
Percentage Discount of Mailing Furnishure	30%
Maintenance	
Maintenance - Fixed for years 2-5	27%
If end user is utilizing Time and Materials maintenance	
Time and Materials-regular business hours	\$110/hr
Time and Materials- outside business hours, weekends, and holidays	\$160/hr
Percentage Discounts of Parts for Time and Materials	31%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Maintenance	Contract Annual Maintenance	% Off MSRP	Contract Monthly SLA	MSRP SMA	Contract Annual SMA	% Off MSRP	Contract Monthly SMA
47AC	Accessories	Meter Connection Kit	\$0.00	\$0.00	0%	n/a	n/a	0%	n/a	n/a	n/a	0%	n/a
MA2	Base System	Maintenance 2 With 2LD Scale	\$470.00	\$238.50	45%	\$78.00	\$38.50	25%	\$5.00	n/a	n/a	0%	n/a
MA2.5	Base System	Maintenance 2 With 2LD Scale	\$510.00	\$280.50	45%	\$78.00	\$38.50	25%	\$5.00	n/a	n/a	0%	n/a

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP SMA	Contract Monthly SLA	% Off MSRP	Contract Annual SMA	Contract Monthly SMA
All amounts listed in this category of equipment shall have a 3% discount on the invoice with the appropriate range of cost.										
Percentage(%) Discount off MSRP/Catalog	35%									
Percentage (%) Discount off Accessories	35%									
Items not include paper!	35%									
Percentage (%) Discount off Making Turn Lee	35%									
Maintenance: Fixed for years 2-5	25%									
If not used in within Time and Materialy maintenance										
Time and Materials: Regular business hours	\$180/hr									
Time and Materials- outside business hours, weekends, and holidays	\$350/hr									
Percentage discount of Parts for Time and Materials	3%									

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP SMA	Contract Monthly SLA	% Off MSRP	Contract Annual SMA	Contract Monthly SMA
110P	MSRP	POP Inkjet Module	\$52.00	\$52.00	0%	n/a	n/a	0%	n/a	n/a
110R	Rates	UPS Recycled Postage Rates	\$433.00	\$447.75	35%	n/a	n/a	0%	n/a	n/a
110S	Options	UPS Recycled Postage Rates (UPS Retail)	\$50.00	\$50.00	0%	n/a	n/a	0%	n/a	n/a
110T	Options	Connect Later Printlet Enabled	\$51.00	\$51.00	0%	n/a	n/a	0%	n/a	n/a
110U	Performance	130 LPM Feature	\$795.00	\$512.25	35%	n/a	n/a	0%	n/a	n/a
110V	Performance	160 LPM Feature	\$1,618.00	\$1,051.50	35%	n/a	n/a	0%	n/a	n/a
110W	Performance	120 LPM Feature	\$52.00	\$52.00	0%	n/a	n/a	0%	n/a	n/a
110X	Performance	150 LPM Feature	\$1,192.00	\$774.50	35%	n/a	n/a	0%	n/a	n/a
110Y	Performance	180 LPM Feature	\$4,192.00	\$2,724.75	35%	n/a	n/a	0%	n/a	n/a
110Z	Performance	180 LPM Feature	\$4,192.00	\$2,724.75	35%	n/a	n/a	0%	n/a	n/a
AZ1A	Base System	Connect+ 3000 Series	\$6,960.00	\$4,524.00	35%	\$334.00	\$25.00	25%	\$3,800.00	\$316.67
AZ1B	Options	Connect+ Mono Printer	\$12,317.00	\$8,006.25	35%	\$539.40	\$38.00	25%	\$4,600.00	\$383.33
AZ1C	Options	Connect+ 3000 Color Printer	\$52.00	\$52.00	0%	\$439.00	\$31.00	25%	\$1,700.00	\$141.67
AZ1D	Options	Connect+ Mono Printer	\$2,695.00	\$1,751.75	35%	\$347.00	\$26.00	25%	\$1,200.00	\$100.00
AZ1E	Options	Connect+ Mono Printer	\$411.00	\$267.15	35%	n/a	n/a	0%	n/a	n/a
FAA1	Accounting Options	Upgrade to 500 Sheet Acct. On P200/271	\$390.00	\$253.50	35%	n/a	n/a	0%	n/a	n/a
FAA2	Accounting Options	Upgrade to 100 Sheet Acct. On P200/270	\$190.00	\$123.50	35%	n/a	n/a	0%	n/a	n/a
FAA3	Accounting Options	Upgrade to 300 Sheet Acct. On P200/270	\$1,660.00	\$1,079.00	35%	n/a	n/a	0%	n/a	n/a
SV1A	Base System	DM12 Digital Making System	\$7,860.00	\$5,109.00	35%	\$533.00	\$44.00	25%	\$2,100.00	\$175.00
SV1C	Base System	Green DM12 Digital Making System	\$8,295.00	\$5,391.75	35%	\$533.00	\$44.00	25%	\$2,100.00	\$175.00

Making Systems, High Volume	Contract Supplies
All products offered for the category of equipment and used in listed applications.	
Percentage (%) Discount Off MSRP/AC/MSRP	40%
Percentage (%) Discount Off MSRP/AC/MSRP	40%
Percentage (%) Discount Off Supplies and Consumables	15%
Percentage (%) Discount Off Making Expense	30%
Maintenance	
Maintenance - First Year	75%
Maintenance - Second Year	50%
Maintenance - Third Year	50%
Maintenance - Fourth Year	50%
Maintenance - Fifth Year	50%
Maintenance - Sixth Year	50%
Maintenance - Seventh Year	50%
Maintenance - Eighth Year	50%
Maintenance - Ninth Year	50%
Maintenance - Tenth Year	50%
Maintenance - Eleventh Year	50%
Maintenance - Twelfth Year	50%
Maintenance - Thirteenth Year	50%
Maintenance - Fourteenth Year	50%
Maintenance - Fifteenth Year	50%
Maintenance - Sixteenth Year	50%
Maintenance - Seventeenth Year	50%
Maintenance - Eighteenth Year	50%
Maintenance - Nineteenth Year	50%
Maintenance - Twentieth Year	50%
Maintenance - Twenty-First Year	50%
Maintenance - Twenty-Second Year	50%
Maintenance - Twenty-Third Year	50%
Maintenance - Twenty-Fourth Year	50%
Maintenance - Twenty-Fifth Year	50%
Maintenance - Twenty-Sixth Year	50%
Maintenance - Twenty-Seventh Year	50%
Maintenance - Twenty-Eighth Year	50%
Maintenance - Twenty-Ninth Year	50%
Maintenance - Thirtieth Year	50%
Maintenance - Thirty-First Year	50%
Maintenance - Thirty-Second Year	50%
Maintenance - Thirty-Third Year	50%
Maintenance - Thirty-Fourth Year	50%
Maintenance - Thirty-Fifth Year	50%
Maintenance - Thirty-Sixth Year	50%
Maintenance - Thirty-Seventh Year	50%
Maintenance - Thirty-Eighth Year	50%
Maintenance - Thirty-Ninth Year	50%
Maintenance - Fortieth Year	50%
Maintenance - Forty-First Year	50%
Maintenance - Forty-Second Year	50%
Maintenance - Forty-Third Year	50%
Maintenance - Forty-Fourth Year	50%
Maintenance - Forty-Fifth Year	50%
Maintenance - Forty-Sixth Year	50%
Maintenance - Forty-Seventh Year	50%
Maintenance - Forty-Eighth Year	50%
Maintenance - Forty-Ninth Year	50%
Maintenance - Fiftieth Year	50%
Maintenance - Fifty-First Year	50%
Maintenance - Fifty-Second Year	50%
Maintenance - Fifty-Third Year	50%
Maintenance - Fifty-Fourth Year	50%
Maintenance - Fifty-Fifth Year	50%
Maintenance - Fifty-Sixth Year	50%
Maintenance - Fifty-Seventh Year	50%
Maintenance - Fifty-Eighth Year	50%
Maintenance - Fifty-Ninth Year	50%
Maintenance - Sixtieth Year	50%
Maintenance - Sixty-First Year	50%
Maintenance - Sixty-Second Year	50%
Maintenance - Sixty-Third Year	50%
Maintenance - Sixty-Fourth Year	50%
Maintenance - Sixty-Fifth Year	50%
Maintenance - Sixty-Sixth Year	50%
Maintenance - Sixty-Seventh Year	50%
Maintenance - Sixty-Eighth Year	50%
Maintenance - Sixty-Ninth Year	50%
Maintenance - Seventieth Year	50%
Maintenance - Seventy-First Year	50%
Maintenance - Seventy-Second Year	50%
Maintenance - Seventy-Third Year	50%
Maintenance - Seventy-Fourth Year	50%
Maintenance - Seventy-Fifth Year	50%
Maintenance - Seventy-Sixth Year	50%
Maintenance - Seventy-Seventh Year	50%
Maintenance - Seventy-Eighth Year	50%
Maintenance - Seventy-Ninth Year	50%
Maintenance - Eightieth Year	50%
Maintenance - Eighty-First Year	50%
Maintenance - Eighty-Second Year	50%
Maintenance - Eighty-Third Year	50%
Maintenance - Eighty-Fourth Year	50%
Maintenance - Eighty-Fifth Year	50%
Maintenance - Eighty-Sixth Year	50%
Maintenance - Eighty-Seventh Year	50%
Maintenance - Eighty-Eighth Year	50%
Maintenance - Eighty-Ninth Year	50%
Maintenance - Ninetieth Year	50%
Maintenance - Ninety-First Year	50%
Maintenance - Ninety-Second Year	50%
Maintenance - Ninety-Third Year	50%
Maintenance - Ninety-Fourth Year	50%
Maintenance - Ninety-Fifth Year	50%
Maintenance - Ninety-Sixth Year	50%
Maintenance - Ninety-Seventh Year	50%
Maintenance - Ninety-Eighth Year	50%
Maintenance - Ninety-Ninth Year	50%
Maintenance - One Hundred Year	50%

Item	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Maintenance	Contract Annual Maintenance	% Off MSRP	Contract Annual SMA	% Off MSRP	Contract Monthly SMA	MSRP SMA	Contract Monthly SMA	% Off MSRP	Contract Annual SMA	% Off MSRP	Contract Monthly SMA	% Off MSRP
5500	Diaper Pallet For Connect Series Console	\$1,150.00	\$660.00	43%	n/a	n/a	0%	n/a	0%	n/a	n/a	n/a	0%	n/a	0%	n/a	0%
5500	Additional State Kit for Connect Series Console	\$150.00	\$85.00	43%	n/a	n/a	0%	n/a	0%	n/a	n/a	n/a	0%	n/a	0%	n/a	0%
5500	Connect Equipment Kit	\$110.00	\$63.00	43%	n/a	n/a	0%	n/a	0%	n/a	n/a	n/a	0%	n/a	0%	n/a	0%

Integrated Postal Scales	Customer Response
All products offered for this category of equipment shall meet or exceed the listed specifications with the following terms of work:	
Percentage (%) Discount off MSRP (C/M/line)	50%
Percentage (%) Discount off Accessories	25%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount off Mailing Furniture	25%
Maintenance - Fixed for years 1-5	25%
If end user is utilizing Time and Materials maintenance	\$180/hr
Time and Materials- regular business hours, weekends, and holidays	\$300/hr
Percentage discounts of Parts for Time and Materials	25%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Maintenance	Contract Annual Maintenance Years 2-5	% Off MSRP	Contract Monthly SLA	MSRP SMA	Co
1PW1	Weighing Options	Differential Weighing Feature	\$0.00	\$0.00	0%	n/a	n/a	0%	n/a	n/a	n/a
1PW4	Weighing Options	5 lb Integrated Weighing	\$1,730.00	\$865.00	50%	n/a	n/a	0%	n/a	n/a	n/a
1PW5	Weighing Options	15 lb Interfaced Weighing	\$2,465.00	\$1,232.50	50%	n/a	n/a	0%	n/a	n/a	n/a
1PW6	Weighing Options	30 lb Interfaced Weighing	\$2,820.00	\$1,410.00	50%	n/a	n/a	0%	n/a	n/a	n/a
1PW7	Weighing Options	70 lb Interfaced Weighing	\$3,145.00	\$1,572.50	50%	n/a	n/a	0%	n/a	n/a	n/a
1PW8	Weighing Options	149 lb Interfaced Weighing	\$4,355.00	\$2,177.50	50%	n/a	n/a	0%	n/a	n/a	n/a
1PW9	Weighing Options	10 lb Integrated Weighing	\$2,150.00	\$1,075.00	50%	n/a	n/a	0%	n/a	n/a	n/a
1PW0	Weighing Options	Green 15 lb Integrated Weighing	\$1,720.00	\$860.00	50%	n/a	n/a	0%	n/a	n/a	n/a
1PW1	Weighing Options	5 lb Interfaced Weighing	\$1,730.00	\$865.00	50%	n/a	n/a	0%	n/a	n/a	n/a
1PW2	Weighing Options	10 lb Interfaced Weighing	\$2,150.00	\$1,075.00	50%	n/a	n/a	0%	n/a	n/a	n/a
1PW3	Weighing Options	15 lb Interfaced Weighing	\$2,465.00	\$1,232.50	50%	n/a	n/a	0%	n/a	n/a	n/a
1GW2	Weighing Options	2lb Integrated Weighing	\$760.00	\$380.00	50%	n/a	n/a	0%	n/a	n/a	n/a
1GW5	Weighing Options	5 lb Integrated Weighing	\$1,150.00	\$575.00	50%	n/a	n/a	0%	n/a	n/a	n/a
1GW9	Weighing Options	10 lb Integrated Weighing	\$1,445.00	\$722.50	50%	n/a	n/a	0%	n/a	n/a	n/a
FW1	Weighing Options	Upgrade 5lb To 15lb Weighing (DM100-DM150)	\$1,255.00	\$627.50	50%	\$190.00	\$142.50	25%	\$13.00	n/a	n/a
FWA	Weighing Options	Upgrading From 2lb To 5lb Weighing Feature On DM125	\$335.00	\$167.50	50%	n/a	n/a	0%	n/a	n/a	n/a
FWB	Weighing Options	Adding 5lb Integrated Weighing Platform To DM125	\$1,045.00	\$522.50	50%	\$36.00	\$18.00	50%	\$2.00	n/a	n/a
MP1A	Weighing Options	10 lb Integrated Platform	\$0.00	\$0.00	0%	\$78.00	\$64.25	25%	\$4.00	n/a	n/a
MP30	Weighing Options	15/90 Lb Scale Platform	\$0.00	\$0.00	0%	\$190.00	\$142.50	25%	\$13.00	n/a	n/a
MP3R	Weighing Options	Green 15/90lb Weigh Plat	\$0.00	\$0.00	0%	\$190.00	\$142.50	25%	\$13.00	n/a	n/a
MP43	Weighing Options	25/150 Lb Scale Platform	\$0.00	\$0.00	0%	\$246.00	\$184.50	25%	\$12.00	n/a	n/a
MP4D	Weighing Options	10lb Scale	\$0.00	\$0.00	0%	\$78.00	\$64.25	25%	\$4.00	n/a	n/a
MP4R	Weighing Options	Green 20/140lb Weigh Plat	\$0.00	\$0.00	0%	\$246.00	\$184.50	25%	\$12.00	n/a	n/a
MP9G	Weighing Options	10lb Integrated Weighing	\$0.00	\$0.00	0%	\$81.00	\$60.75	25%	\$6.00	n/a	n/a
MP9R	Weighing Options	Reconditioned MP9G(Integrated Weighing)	\$0.00	\$0.00	0%	\$81.00	\$60.75	25%	\$6.00	n/a	n/a
MP1C	Weighing Options	Integrated Weighing Platform DM225	\$0.00	\$0.00	0%	\$59.00	\$44.25	25%	\$4.00	n/a	n/a
MP1D	Weighing Options	Integrated Weighing Platform	\$0.00	\$0.00	0%	\$36.00	\$18.00	50%	\$2.00	n/a	n/a
PTW3	Weighing Options	30lb Integrated Weighing	\$2,820.00	\$1,410.00	50%	n/a	n/a	0%	n/a	n/a	n/a
PTW5	Weighing Options	5 lb Integrated Weighing	\$970.00	\$485.00	50%	n/a	n/a	0%	n/a	n/a	n/a
PRP5	Weighing Options	5 lb Integrated Weighing	\$1,130.00	\$565.00	50%	n/a	n/a	0%	n/a	n/a	n/a
PRP9	Weighing Options	10 lb Integrated Weighing	\$1,445.00	\$722.50	50%	n/a	n/a	0%	n/a	n/a	n/a
PRW2	Weighing Options	2lb Integrated Weighing	\$710.00	\$355.00	50%	n/a	n/a	0%	n/a	n/a	n/a
PRW3	Weighing Options	30 lb Interfaced Weighing	\$2,820.00	\$1,410.00	50%	n/a	n/a	0%	n/a	n/a	n/a
PRW5	Weighing Options	5lb Integrated Weighing	\$1,045.00	\$522.50	50%	n/a	n/a	0%	n/a	n/a	n/a
PRW7	Weighing Options	70 lb Interfaced Weighing	\$3,145.00	\$1,572.50	50%	n/a	n/a	0%	n/a	n/a	n/a
PRW9	Weighing Options	10 lb Integrated Weighing	\$1,445.00	\$722.50	50%	n/a	n/a	0%	n/a	n/a	n/a

Letter Folders, High Volume	Off Invoiced Response
All products offered for this category of equipment that meet or exceed the total justification with this Contract's target of 30%.	
Percentage (%) Discount off MSRP/Equip. Cost	18%
Percentage (%) Discount off MSRP/Equip. Cost (does not include aspect)	18%
Percentage (%) Discount off Supplies and Consumables (does not include aspect)	33%
Percentage (%) Discount off Mailing Furniture	30%
Maintenance Paid for years 2-5	27%
Time and Materials: regular business hours	\$180/hr
Time and Materials: outside business hours, weekends, and holidays	\$400/hr
Percentage discounts of Parts for Time and Materials	2%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Maintenance	Contract Annual Maintenance Years 2-5	% Off MSRP	Contract Monthly SMA	MSRP SMA	Contract Annual SMA Years 2-5	% Off MSRP	Contract Monthly SMA
DF80	Base System	DF800 Officelight Folder	\$4,616.00	\$3,785.12	18%	\$486.00	\$384.50	25%	\$34.00	n/a	n/a	0%	n/a
DF8R	Base System	Green DF800 Officelight Folder	\$3,276.00	\$2,686.32	18%	\$486.00	\$384.50	25%	\$34.00	n/a	n/a	0%	n/a
DF90	Base System	DF900 Officelight Folder	\$5,841.00	\$4,789.52	18%	\$729.00	\$546.75	25%	\$51.00	n/a	n/a	0%	n/a
DF9C	Accessories	Gross Fold ICE	\$613.00	\$504.36	18%	n/a	n/a	0%	n/a	n/a	n/a	0%	n/a
DF9S	Base System	Green DF900 Officelight Folder	\$4,616.00	\$3,785.12	18%	\$729.00	\$546.75	25%	\$51.00	n/a	n/a	0%	n/a
DF9T	Accessories	Green DF900 Officelight Folder	\$4,616.00	\$3,785.12	18%	\$729.00	\$546.75	25%	\$51.00	n/a	n/a	0%	n/a
DF9C	Accessories	High Capacity Extension	\$305.00	\$249.00	18%	n/a	n/a	0%	n/a	n/a	n/a	0%	n/a
DF9T	Accessories	Console With Caster Kit	\$1,344.00	\$1,107.36	17%	n/a	n/a	0%	n/a	n/a	n/a	0%	n/a

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Maintenance	Contract Annual Maintenance Years 2-5	% Off MSRP	Contract Monthly SLA	MSRP SLA	Contract Annual SMA	% Off MSRP	Contract Monthly SMA
DP10	Base System	DP100 Letter Perfect Folder	\$1,100.00	\$700.00	20%	\$75.00	n/a	n/a	n/a	n/a	\$170.00	0%	n/a
DXR	Base System	Green Officejet D100 (1) Station	\$3,315.00	\$2,652.00	20%	\$417.00	\$367.75	50%	\$5.00	n/a	\$17.00	0%	n/a
DXK	Base System	Green 3 Station FAX5 Without OMR	\$1,837.00	\$1,469.60	20%	\$167.00	\$127.75	75%	\$13.00	n/a	\$13.00	0%	n/a
DXD	Accessories	Highly Adjustable Table, 70in. W/Depth & Locking Doors	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXE	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXF	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXG	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXH	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXI	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXJ	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXK	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXL	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXM	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXN	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXO	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXP	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXQ	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXR	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXS	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXT	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXU	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXV	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXW	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXX	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXY	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
DXZ	Accessories	Highly Adjustable Table, 60in. W/Depth	\$1,850.00	\$1,375.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a

As indicated by this category of equipment, all items are new and configurations with the longest term of warranty.

Percentage (%) Discount off MSRP/Casting

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Percentage (%) Discount off MSRP/Casting

Category	Contract Maintenance
All products offered for this category of equipment shall meet or exceed the listed specifications within the applicable scope of work.	
Accessories (N) Discount off MSRP/Carriage	20%
Percentage (N) Discount off Accessories	20%
Percentage (N) Discount off Supplies and Consumables (does not include paper)	15%
Percentage (N) Discount off Mailer Turnure	20%
Maintenance Fixed for Years 2-5	25%
If and user is utilizing Time and Materials maintenance	\$1.00/hr
Time and Materials-regular business hours	
Time and Materials- outside business hours, weekends, and holidays	\$1.50/hr
Percentage Discount of Parts for Time and Materials	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Maintenance	Contract Annual Maintenance Years 2-5	% Off MSRP	Contract Monthly SLA	MSRP SLA	Contract Annual SMA Years 2-5	% Off MSRP	Contract Monthly SMA
D3W	Base System	Green DM00 4 Station	\$14,877.00	\$11,801.00	20%	\$2,431.00	\$1,819.75	25%	\$171.00	n/a	n/a	0%	n/a
DEK	Base System	Green DM00 3 Station	\$14,417.00	\$11,533.00	20%	\$2,431.00	\$1,819.75	25%	\$171.00	n/a	n/a	0%	n/a
DEP	Base System	Green DM00 3 Station	\$17,557.00	\$13,895.00	20%	\$2,431.00	\$1,819.75	25%	\$171.00	n/a	n/a	0%	n/a
DEY	Base System	Green DM00 3 Station	\$18,337.00	\$15,389.00	20%	\$2,431.00	\$1,819.75	25%	\$171.00	n/a	n/a	0%	n/a
DIZ	Base System	Green DM00 3 Station	\$21,047.00	\$16,837.00	20%	\$2,431.00	\$1,819.75	25%	\$171.00	n/a	n/a	0%	n/a
DJ7	Accessories	Mail Run Assistance	\$248.00	\$48.00	20%	n/a	n/a	0%	n/a	n/a	n/a	0%	n/a
SPZ	Accessories	Sticker For DP500 W/ IP	\$1,345.00	\$995.00	25%	\$121.00	\$90.75	25%	\$8.00	n/a	n/a	0%	n/a
T01	Accessories	Trailer Option	\$1,145.00	\$745.00	35%	\$121.00	\$90.75	25%	\$8.00	n/a	n/a	0%	n/a
T02	Accessories	Trailer Option	\$1,145.00	\$745.00	35%	\$121.00	\$90.75	25%	\$8.00	n/a	n/a	0%	n/a
T03	Accessories	Trailer Option	\$1,145.00	\$745.00	35%	\$121.00	\$90.75	25%	\$8.00	n/a	n/a	0%	n/a
T04	Accessories	2D Scanning Option	\$2,895.00	\$2,316.00	20%	\$400.00	\$317.50	25%	\$31.00	n/a	n/a	0%	n/a
T05	Accessories	3D Scanning Option	\$11,225.00	\$8,980.00	20%	\$1,148.00	\$866.50	25%	\$81.00	n/a	n/a	0%	n/a
T10	Accessories	Finley 2000 Inserting System	\$17,455.00	\$13,965.00	20%	\$1,617.00	\$1,212.75	25%	\$113.00	n/a	n/a	0%	n/a
T13	Accessories	Finley 4000 Inserting System	\$20,885.00	\$16,308.00	20%	\$2,311.00	\$1,733.25	25%	\$182.00	n/a	n/a	0%	n/a
T14	Accessories	Finley 4000 Inserting System	\$1,585.00	\$1,268.00	20%	n/a	n/a	0%	n/a	n/a	n/a	0%	n/a
TH1	Accessories	DMR Scanway LT Ribby 200 W/meal & Training		\$1,278.00	20%	n/a	n/a	0%	n/a	n/a	n/a	0%	n/a

Envelope Addressing System, Low Volume	Quantity
All products shown for this category of equipment shall meet or exceed the listed specifications with the following exceptions:	
Percentage (%) Discount off MRP (net price)	20%
Percentage (%) Discount off Accessories	50%
Percentage (%) Discount off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount off Printing Supplies	20%
Percentage (%) Discount off Shipping Charges	25%
Minimum Order (MO) for items 2.5	\$1,000
Lead time for shipping, time and materials maintenance	3-4 weeks
Time and Materials: regular business hours	1.5 hours
Time and Materials: outside business hours, weekend, and holidays	3 hours
Percentage discounts of Parts for Time and Materials	15%

Item	Category	Description	Equipment Model	Contract Equipment Price	% Off MRP	MRP Maintenance	Contract Annual Maintenance Years 2-5	% Off MRP	Contract Monthly S/A	Contract Annual S/A Years 2-5	% Off MRP	Contract Monthly S/A	Contract Annual S/A Years 2-5	% Off MRP	Contract Monthly S/A	Contract Annual S/A Years 2-5
W10016	Accessories	30 Ft Serial Cable	\$20.00	\$18.00	20%											
W10017	Accessories	30 Ft Serial Cable, Inc W/ Address/MS System (Not Compatible With Laser Trap, Top Label And Budget Printer)	\$69.00	\$55.20	20%											
W524	Accessories	Free Top Designer Plus Software And Art Minus CD/W/ Over 1,000 WFN60 Sticker For Addressing Systems (Not Printer Interfaced)	\$714.00	\$571.20	20%	\$151.00	\$127.25	25%	\$11.00	\$9.25	18%	\$11.00	\$9.25	18%	\$11.00	\$9.25
W529	Accessories	Free Top Designer Plus Software And Art Minus CD/W/ Over 1,000 WFN60 Sticker For Addressing Systems (Not Printer Interfaced)	\$330.00	\$264.00	20%											
W784	Accessories	Free Top Designer Plus Software And Art Minus CD/W/ Over 1,000 WFN60 Sticker For Addressing Systems (Not Printer Interfaced)	\$2,000.00	\$1,600.00	20%											
W784	Accessories	Free Top Designer Plus Software And Art Minus CD/W/ Over 1,000 WFN60 Sticker For Addressing Systems (Not Printer Interfaced)	\$1,000.00	\$800.00	20%											
W784	Accessories	Free Top Designer Plus Software And Art Minus CD/W/ Over 1,000 WFN60 Sticker For Addressing Systems (Not Printer Interfaced)	\$1,000.00	\$800.00	20%											
W823	Accessories	Free Top Designer Plus Software And Art Minus CD/W/ Over 1,000 WFN60 Sticker For Addressing Systems (Not Printer Interfaced)	\$2,120.00	\$1,696.00	20%	\$208.00	\$172.80	25%	\$17.00	\$13.65	18%	\$17.00	\$13.65	18%	\$17.00	\$13.65
W824	Accessories	Free Top Designer Plus Software And Art Minus CD/W/ Over 1,000 WFN60 Sticker For Addressing Systems (Not Printer Interfaced)	\$480.00	\$384.00	20%	\$110.00	\$88.00	25%	\$8.00	\$6.40	20%	\$8.00	\$6.40	20%	\$8.00	\$6.40

Erwskopo Adhiquang System, Medium Volume		Contract Response
All projects offered by this company of equipment shall meet or exceed the following specifications, unless otherwise specified in scope of work.		
Percentage (%) Discount off MSRP/Catalog	20%	
Percentage (%) Discount off Accessories	20%	
Percentage (%) Discount off Supplies and Consumables (does not include #388)	20%	
Percentage (%) Discount off Mailing Furniture	20%	
Warranty	3 Years	
Lead time	3-5 Weeks	
Time and Materials: regular business hours, weekends, and holidays	\$120/h	
Percentage discount of Parts for Time and Materials	5%	

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Maintenance	Contract Annual Maintenance - Years 2's	% Off MSRP	Contract Monthly CLA - MSRP SMA	Contract Annual SMA - Years 2's	% Off MSRP	Contract Monthly SMA
DASC	Basic System	DASGS Addressing Printer	\$4,072.00	\$4,118.00	20%	\$1,418.00	\$1,072.00	25%	\$100.00	n/a	n/a	n/a
DASX	Basic System	Green DASGS Addressing Printer	\$5,957.00	\$5,965.62	20%	\$1,438.00	\$1,077.00	25%	\$100.00	n/a	n/a	n/a
DA7C	Basic System	DA7GS Addressing Printer	\$17,717.00	\$14,173.62	20%	\$1,787.00	\$1,440.25	25%	\$125.00	n/a	n/a	n/a
DA7K	Basic System	Green DA7GS Addressing Printer	\$12,997.00	\$10,325.62	20%	\$1,787.00	\$1,440.25	25%	\$125.00	n/a	n/a	n/a

Laborers, Low Volume

Item	Description	WTD Backfill for WTD Tables
At projects offered for this category of equipment that meet or exceed the listed specifications with the following Scope of Work:		
Percentage (%) Discount off MSRP/Catalog	20%	
Percentage (%) Discount off Accessories	20%	
Percentage (%) Discount off Supplies and Consumables (does not include paper)	15%	
Percentage (%) Discount off Marketing Literature	20%	
Percentage (%) Discount off Training	20%	
Percentage (%) Discount off Parts for Year 1-5	20%	
Time and Materials - regular business hours	\$1.00/hr	
Time and Materials - outside business hours, weekends, and holidays	\$1.50/hr	
Percentage discounts of Parts for Time and Materials	15%	

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Maintenance	Contract Annual Minimums Year 1-5	% Off MSRP	Contract Monthly SLA	MSRP SLA	Contract Annual Minimums Year 1-5	% Off MSRP	Contract Monthly SLA	MSRP SLA	Contract Annual Minimums Year 1-5	% Off MSRP	Contract Monthly SLA	MSRP SLA
WTD	Accessories	WTD Backfill for WTD Tables	\$1,800.00	\$1,440.00	20%	\$206.00	\$134.00	25%	\$14.00	\$14.00	\$134.00	25%	\$14.00	\$14.00	\$134.00	25%	\$14.00	\$14.00

Category, Minimum Volume		Contract Description
All prices offered for this category of equipment shall meet or exceed the best combination within the minimum order at work.		
Percentage Discount off MRP Catalog	10%	
Percentage (N) Discount off Agreements (does not include paper)	13%	
Merchandise Discount off MRP Catalog	10%	
Make-or-Buy Fee for year 2,5	15%	
If end user is utilizing, Time and Materials maintenance	\$18/hour	
Time and Materials outside business hours, weekend, and holidays	1.5x	
Percentage discount of Parts for Time and Materials	15%	

Item	Description	Equipment Make	Contract Equipment Price	% Off MRP	MRP Maintenance	Contract Annual Maintenance Years 2,5	% Off MRP	Contract Monthly SMA	MRP SMA	Contract Annual SMA Years 2,5	% Off MRP	Contract Monthly SMA
013A	WEB Machine Paper System	\$21,100.00	\$17,712.00	33%	\$171.00	\$1,035.00	33%	\$1,140.00	\$1,140.00	\$1,140.00	0%	\$1,140.00
013B	Web Machine Paper System	\$14,400.00	\$11,520.00	33%	\$135.00	\$810.00	33%	\$882.00	\$882.00	\$882.00	0%	\$882.00
013T	Special for WEB5 Connect Station	\$480.00	\$345.60	31%	\$3.60	\$21.60	31%	\$235.20	\$235.20	\$235.20	0%	\$235.20

NO VOLUME OR TERM DISCOUNTS INCLUDED

Account	Contract Description	Contract Start Date	Contract End Date
1001	Software License	01/01/2023	12/31/2023
1002	Software License	01/01/2023	12/31/2023
1003	Software License	01/01/2023	12/31/2023
1004	Software License	01/01/2023	12/31/2023
1005	Software License	01/01/2023	12/31/2023
1006	Software License	01/01/2023	12/31/2023
1007	Software License	01/01/2023	12/31/2023
1008	Software License	01/01/2023	12/31/2023
1009	Software License	01/01/2023	12/31/2023
1010	Software License	01/01/2023	12/31/2023

Item	Contract Description	Equipment Value	Contract Start Date	% Off MSRP	MSRP	Contract Amount	Contract Monthly \$/A	Contract Monthly \$/A	Contract Annual \$/A	% Off MSRP	Contract Monthly \$/A	Contract Annual \$/A	Contract Monthly \$/A
1001	Software License	\$1,000.00	01/01/2023	15%	\$1,200.00	\$1,020.00	\$85.00	\$85.00	\$1,020.00	15%	\$85.00	\$1,020.00	\$85.00
1002	Software License	\$2,000.00	01/01/2023	15%	\$2,400.00	\$2,040.00	\$170.00	\$170.00	\$2,040.00	15%	\$170.00	\$2,040.00	\$170.00
1003	Software License	\$3,000.00	01/01/2023	15%	\$3,600.00	\$3,060.00	\$255.00	\$255.00	\$3,060.00	15%	\$255.00	\$3,060.00	\$255.00
1004	Software License	\$4,000.00	01/01/2023	15%	\$4,800.00	\$4,080.00	\$340.00	\$340.00	\$4,080.00	15%	\$340.00	\$4,080.00	\$340.00
1005	Software License	\$5,000.00	01/01/2023	15%	\$6,000.00	\$5,100.00	\$425.00	\$425.00	\$5,100.00	15%	\$425.00	\$5,100.00	\$425.00
1006	Software License	\$6,000.00	01/01/2023	15%	\$7,200.00	\$6,120.00	\$510.00	\$510.00	\$6,120.00	15%	\$510.00	\$6,120.00	\$510.00
1007	Software License	\$7,000.00	01/01/2023	15%	\$8,400.00	\$7,140.00	\$595.00	\$595.00	\$7,140.00	15%	\$595.00	\$7,140.00	\$595.00
1008	Software License	\$8,000.00	01/01/2023	15%	\$9,600.00	\$8,160.00	\$680.00	\$680.00	\$8,160.00	15%	\$680.00	\$8,160.00	\$680.00
1009	Software License	\$9,000.00	01/01/2023	15%	\$10,800.00	\$9,180.00	\$765.00	\$765.00	\$9,180.00	15%	\$765.00	\$9,180.00	\$765.00
1010	Software License	\$10,000.00	01/01/2023	15%	\$12,000.00	\$10,200.00	\$850.00	\$850.00	\$10,200.00	15%	\$850.00	\$10,200.00	\$850.00

Mail Room Furniture (general)		Offices (General)
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.		
Percentage (%) Discount off MSRP/Catalog		30%
Percentage (%) Discount off Accessories		30%
* all furniture is related to mailrooms only		

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Maintenance	Contract Annual Maintenance			MSRP SMA
							Years 2-5	% Off MSRP	Contract Monthly \$/A	
MSP15111	Furniture	Sorter Shelving For 20 - 20 - 30 Bin Sorters (For 20 in. Sorter)	\$20.00	\$14.00	30%	n/a	n/a	0%	n/a	n/a
MSP15113	Furniture	Sorter Shelving 30in Sorter	\$20.00	\$14.00	30%	n/a	n/a	0%	n/a	n/a
MSP3133	Furniture	Dump Rails For 33 in. X 33 in. Table	\$115.00	\$80.50	30%	n/a	n/a	0%	n/a	n/a
MSP4533	Furniture	Dump Rails For 45-1/2 in. X 33 in. Table	\$140.00	\$98.00	30%	n/a	n/a	0%	n/a	n/a
MSP6A33	Furniture	Dump Rails For 68 in. X 33 in. Table	\$165.00	\$115.50	30%	n/a	n/a	0%	n/a	n/a
MSPF33	Furniture	Metal Side Supports	\$100.00	\$70.00	30%	n/a	n/a	0%	n/a	n/a
MSWM8822	Furniture	Wall Brackets 22-5/8 in. Sort	\$127.00	\$88.90	30%	n/a	n/a	0%	n/a	n/a
MSWM8845	Furniture	Wall Brackets 45-1/2 in. Sort	\$142.00	\$99.40	30%	n/a	n/a	0%	n/a	n/a
MSWM8868	Furniture	Wall Brackets 68 in. Sorter	\$157.00	\$109.90	30%	n/a	n/a	0%	n/a	n/a
MTR2213	Furniture	Tackboard 13 in. H Riser	\$100.00	\$70.00	30%	n/a	n/a	0%	n/a	n/a
MTR2222	Furniture	Tackboard 22 in. H Riser	\$140.00	\$98.00	30%	n/a	n/a	0%	n/a	n/a
MTR4513	Furniture	Tackboard For 45-1/2 in. X 13 in. H Riser	\$120.00	\$84.00	30%	n/a	n/a	0%	n/a	n/a
MTR4522	Furniture	Tackboard For 45-1/2 in. X 22 in. H Riser	\$125.00	\$87.50	30%	n/a	n/a	0%	n/a	n/a
MTR6813	Furniture	Tackboard For 68 in. X 13 in. H Riser	\$160.00	\$112.00	30%	n/a	n/a	0%	n/a	n/a
MTR6822	Furniture	Tackboard For 68 in. X 22 in. H Riser	\$240.00	\$168.00	30%	n/a	n/a	0%	n/a	n/a
MTC3	Furniture	Center Set For Modular Tables	\$240.00	\$168.00	30%	n/a	n/a	0%	n/a	n/a
MTH45	Furniture	Free-Standing 45-1/2 in. Bulk Sorting Module	\$432.00	\$299.40	30%	n/a	n/a	0%	n/a	n/a
MTH68	Furniture	Free-Standing 68 in. Bulk Sorting Module	\$642.00	\$449.40	30%	n/a	n/a	0%	n/a	n/a
MTR221513	Furniture	Crate Thru 22-5/8X15X13	\$224.00	\$156.80	30%	n/a	n/a	0%	n/a	n/a
MTR221522	Furniture	Crate Thru 22-5/8X15X22	\$280.00	\$196.00	30%	n/a	n/a	0%	n/a	n/a
MTR221536	Furniture	Crate Thru 22-5/8X15X36	\$300.00	\$210.00	30%	n/a	n/a	0%	n/a	n/a
MTR451513	Furniture	Thru Riser 45-1/2X15X13	\$265.00	\$185.50	30%	n/a	n/a	0%	n/a	n/a
MTR451522	Furniture	Thru Riser 45-1/2X15X22	\$315.00	\$220.50	30%	n/a	n/a	0%	n/a	n/a
MTR451536	Furniture	Thru Riser 45-1/2X15X36	\$325.00	\$227.50	30%	n/a	n/a	0%	n/a	n/a
MTR68156	Furniture	Thru Riser 68X15X6	\$280.00	\$196.00	30%	n/a	n/a	0%	n/a	n/a
MTR221510	Furniture	10-Bin Corner Thru Sorter	\$435.00	\$304.50	30%	n/a	n/a	0%	n/a	n/a
MTR451520	Furniture	20-Bin Thru Sorter	\$525.00	\$367.50	30%	n/a	n/a	0%	n/a	n/a
MTR681525	Furniture	25-Bin Thru Sorter	\$660.00	\$462.00	30%	n/a	n/a	0%	n/a	n/a
MTR681530	Furniture	30-Bin Thru Sorter	\$670.00	\$469.00	30%	n/a	n/a	0%	n/a	n/a
MTR815	Furniture	Sorter Retaining Brackets (2)	\$304.00	\$212.80	30%	n/a	n/a	0%	n/a	n/a
MTR11511	Furniture	Thru-Sorter Shelving - 11 in.	\$20.00	\$14.00	30%	n/a	n/a	0%	n/a	n/a
MTR11513	Furniture	Thru-Sorter Shelving - 13 in.	\$20.00	\$14.00	30%	n/a	n/a	0%	n/a	n/a
MTR215	Furniture	Vertical Divider For Vertical Sorters	\$20.00	\$14.00	30%	n/a	n/a	0%	n/a	n/a
MVS2215	Furniture	Vertical Sorter 22 in. Table	\$490.00	\$343.00	30%	n/a	n/a	0%	n/a	n/a
MVS4515	Furniture	Vertical Sorter For 45-1/2 in. Table	\$590.00	\$413.00	30%	n/a	n/a	0%	n/a	n/a
MVS6815	Furniture	Vertical Sorter 68 in. Table	\$685.00	\$479.50	30%	n/a	n/a	0%	n/a	n/a
M8433	Furniture	Anti-Fatigue Mat	\$450.00	\$315.00	30%	n/a	n/a	0%	n/a	n/a
M85735	Furniture	Mobile Table 35X24X31	\$387.00	\$270.90	30%	n/a	n/a	0%	n/a	n/a
M85748	Furniture	Mobile Table 48X24X35	\$512.00	\$358.40	30%	n/a	n/a	0%	n/a	n/a
P8001	Furniture	68 in. Ship Station With Storage Shelf	\$2,872.00	\$2,010.40	30%	n/a	n/a	0%	n/a	n/a
P8002	Furniture	68 in. Ship Station With Material Dividers (No Storage Shelf)	\$2,757.00	\$1,929.90	30%	n/a	n/a	0%	n/a	n/a
P8003	Furniture	Paper Roll Stand With Cart	\$1,147.00	\$798.90	30%	n/a	n/a	0%	n/a	n/a
PIC1819	Furniture	Mobile Cabinet With Storage And Pull Out Trays	\$477.00	\$333.90	30%	n/a	n/a	0%	n/a	n/a
SD3022	Furniture	30 in. X 22 in. Deep Utility Table	\$422.00	\$295.40	30%	n/a	n/a	0%	n/a	n/a
SD3622	Furniture	36 in. X 22 in. Deep Utility Table	\$442.00	\$309.40	30%	n/a	n/a	0%	n/a	n/a
SD4222	Furniture	42 in. X 22 in. Deep Utility Table	\$477.00	\$333.90	30%	n/a	n/a	0%	n/a	n/a
SD4822	Furniture	48 in. X 22 in. Deep Utility Table	\$477.00	\$333.90	30%	n/a	n/a	0%	n/a	n/a
SD5422	Furniture	54 in. X 22 in. Deep Utility Table	\$477.00	\$333.90	30%	n/a	n/a	0%	n/a	n/a
SD6022	Furniture	60 in. X 22 in. Deep Utility Table	\$522.00	\$365.40	30%	n/a	n/a	0%	n/a	n/a
SD6622	Furniture	66 in. X 22 in. Deep Utility Table	\$537.00	\$375.90	30%	n/a	n/a	0%	n/a	n/a
SD7222	Furniture	72 in. X 22 in. Deep Utility Table	\$637.00	\$445.90	30%	n/a	n/a	0%	n/a	n/a
SDS3002	Furniture	Storage Shelf 30X22 Table	\$182.00	\$127.40	30%	n/a	n/a	0%	n/a	n/a
SDS3602	Furniture	Storage Shelf 36X22 Table	\$187.00	\$130.90	30%	n/a	n/a	0%	n/a	n/a
SDS4802	Furniture	Storage Shelf 48X22 Table	\$217.00	\$151.90	30%	n/a	n/a	0%	n/a	n/a

RFP FOR MAILING EQUIPMENT AND REALATED SERVICES

Specification Number: 137647

Any Costs incurred by the Contractor due to any delays resuting from security checks of delivery trucks or drivers, may not be charged to the city.

MAILING EQUIPMENT AND RELATED SERVICES OPERATING BUDGET YEAR 1-5		
DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$1,363.00	SendPro3000+ Mailing Sysem
SOFTWARE	included	
**SUPPLIES	On Pricing Attachment	Ink, Tape, Sealing Solution
TOTAL	\$1,363.00	

DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$1,363.00	SendPro3000+ Mailing Sysem
SOFTWARE	included	
**SUPPLIES	On Pricing Attachment	Ink, Tape, Sealing Solution
TOTAL	\$1,363.00	

DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$2,602.00/\$1,024.00	Digital Commerce System
SOFTWARE	included	Relay Folding/Inserting System
**SUPPLIES		with Software Interface/Planet
TOTAL	\$3,626.00	Press/ConnectRight Mailer

DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$750.00	SendSuite Shipping System
SOFTWARE	included	
**SUPPLIES	On Pricing Attachment	Labels and Print Head
TOTAL	\$750	

DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$928.00	SendSuiteTracking -Inbound
SOFTWARE	included	Tracking System
**SUPPLIES	N/A	Additional Tracking Assistants
TOTAL	\$928.00	\$85.00 per unit

*Provide all components of proposed equipment and pricing as attachment.

****Provide all customary supplies and pricing for the proposed equipment**

Line	Category	Description	UOM	Price	Qty	Extended Price
1	98554	LEASE OF MISCELLANEOUS MAILING EQUIPMENT, MAILING EQUIPMENT - SEND PRO 3000 MAILING SYSTEM - (6 SYSTEMS AT PRICE PER MONTH)	MONTH	\$8,178.00	60	\$490,680.00
2	98554	LEASE OF MISCELLANEOUS MAILING EQUIPMENT, SENDSUITE XPRESS - UPS SHIPPING SYSTEM - PRICE PER MONTH	MONTH	\$750.00	60	\$45,000.00
3	98554	LEASE OF MISCELLANEOUS MAILING EQUIPMENT, SENDSUITE XPRESS - INBOUND TRACKING SYSTEM (2 TRACKING ASSISTANTS) - PRICE PER MONTH	MONTH	\$928.00	60	\$55,680.00
4	98554	LEASE OF MISCELLANEOUS MAILING EQUIPMENT, SENDSUITE XPRESS - INBOUND TRACKING SYSTEM (ADDITIONAL TRACKING ASSISTANTS) - PRICE PER MONTH	MONTH	\$85.00	60	\$5,100.00
5	98554	LEASE OF MISCELLANEOUS MAILING EQUIPMENT, DIGITAL COMMERCE SYSTEM - FOLDING/INSERTING SYSTEM - PRICE PER MONTH	MONTH	\$2,602.00	60	\$156,120.00
6	98554	LEASE OF MISCELLANEOUS MAILING EQUIPMENT, DIGITAL COMMERCE SYSTEM - SOFTWARE INTERFACE - PRICE PER MONTH	MONTH	\$1,024.00	60	\$61,440.00
7	98554	LEASE OF MISCELLANEOUS MAILING EQUIPMENT, MAILING EQUIPMENT - SEND PRO 1500 MAILING SYSTEM - (6 SYSTEMS AT PRICE PER MONTH)	MONTH	\$3,144.00	60	\$188,640.00
8	98554	LEASE OF MISCELLANEOUS MAILING EQUIPMENT, MAILING EQUIPMENT - DM300 MAILING SYSTEM - PRICE PER MONTH	MONTH	\$210.00	60	\$12,600.00

Line	Category	Description	UOM	Price	Qty	Extended Price
9	98554	LEASE OF MISCELLANEOUS MAILING EQUIPMENT, MAILING EQUIPMENT - DM100 MAILING SYSTEM - PRICE PER MONTH	MONTH	\$74.00	60	\$4,440.00
10	98554	LEASE OF MISCELLANEOUS MAILING EQUIPMENT, MAILING EQUIPMENT - DF900 TABLETOP FOLDER - PRICE PER MONTH	MONTH	\$300.00	60	\$18,000.00
11	98554	LEASE OF MISCELLANEOUS MAILING EQUIPMENT, MAILING EQUIPMENT - DL200 LETTER OPENER - PRICE PER MONTH	MONTH	\$132.00	60	\$7,920.00
12	98554	LEASE OF MISCELLANEOUS MAILING EQUIPMENT, MAILING EQUIPMENT - RELAY 3000 FOLDING/INSERTING SYSTEM - PRICE PER MONTH	MONTH	\$565.00	60	\$33,900.00
13	98554	LEASE OF MISCELLANEOUS MAILING EQUIPMENT, MAILING EQUIPMENT - RELAY 7000 FOLDING/INSERTING SYSTEM - PRICE PER MONTH	MONTH	\$2,322.00	60	\$139,320.00
						\$1,218,840.00

RFP FOR MAILING EQUIPMENT AND RELATED SERVICES

Specification Number: 137647

PLEASE SEE COMMENTS:

Any Costs incurred by the Contractor due to any delays resulting from security checks of delivery trucks or drivers, may not be charged to the city.

MAILING EQUIPMENT AND RELATED SERVICES OPERATING BUDGET For EXTENSIONS 1 -5

If the current equipment under a lease is still being manufactured and Pitney Bowes is still providing service for such, after the initial 5 year term, you may contact your sales representative and sign up for a lease renewal for one (1) additional 3 year term (39 months) with a 15% price reduction of the original contract price.

DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$1,159.00	SendPro3000+ Mailing System
SOFTWARE	included	
**SUPPLIES	On Pricing Attachment	Ink, Tape, Sealing Solution
TOTAL	\$1,159.00	

DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$1,159.00	SendPro3000+ Mailing System
SOFTWARE	included	
**SUPPLIES	On Pricing Attachment	Ink, Tape, Sealing Solution
TOTAL	\$1,159.00	

DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$2,212.00/\$871.00	Digital Commerce System
SOFTWARE	included	Relay Folding/Inserting System
**SUPPLIES	N/A	with Software Interface/Planet
TOTAL	\$3,083.00	Press/ConnectRight Mailer

DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$638.00	SendSuite Shipping System
SOFTWARE	included	
**SUPPLIES	On Pricing Attachment	Labels and Print Head
TOTAL	\$638.00	

DESCRIPTION	MONTHLY RATE	
*EQUIPMENT	\$789.00	Arrival Inbound Package Tracking
SOFTWARE	included	System

**SUPPLIES	N/A	Additional Tracking Assistants
TOTAL	\$789.00	\$73.00

*Provide all components of proposed equipment and pricing as attachment.

**Provide all customary supplies and pricing for the proposed equipment

EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____
 Address: _____
 _____ (Number and Street)
 _____ (City) _____ (State) _____ (ZIP)

Specification #: _____
 RFP: _____
 Project #: _____
 Contract #: _____

Description of Operation/Location	
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The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability <input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				CSL Per Occurrence \$ _____ Each Occurrence \$ _____
Worker=s Compensation and Employer=s Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker=s compensation and professional liability, will read: AThe City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago.@
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured City of Chicago Procurement Department 121 N. LaSalle St., #806 Chicago, IL 60602	Signature of Authorized Rep. _____ Agency/Company: _____ Address _____ Telephone _____

For City use only
 Name of City Department requesting certificate: (Using Dept.) _____
 Address: _____ ZIP Code: _____ Attention: _____

EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S)

ATTACHED.

EXHIBIT 5: DATA POLICY/DATA WITH CONTRACTOR

Data Protection Requirements for Contractors, Vendors and Third-Parties

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

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

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

1. Information Security. Contractor agrees to the following:

- 1.1. General. Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.
- 1.2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.
- 1.3. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," available on the United States Department of Health and Human Services (HHS) website (<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>), or at Volume 74 of the Federal Register, beginning at page 42742. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.
- 1.4. Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.
- 1.5. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at http://www.cityofchicago.org/city/en/depts/doi/supp_info/initiatives_-_informationsecurity.html ("City Program"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.

- 1.6. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.
- 1.7. Intentionally Omitted
- 1.8. Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.
- 1.9. Audit Findings. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.
- 1.10. Demonstrate Compliance - PCI. No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 1.11. Demonstrate Compliance – HIPAA / HITECH. If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals."
- 1.12. Data Confidentiality. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.
- 1.13. Compliance with All Laws and Regulations. Contractor agrees that it will comply with all laws and regulations.
- 1.14. Limitation of Access. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.
- 1.15. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.
- 1.16. Safekeeping and Security. Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.
- 1.17. Mandatory Disclosure of Protected Information. If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor

shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.

- 1.18. Data Breach. Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.
- 1.19. Data Sanitization and Safe Disposal. All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.
- 1.20. End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.

EXHIBIT 6: CITY OF CHICAGO COMPUTER HARDWARE AND SOFTWARE STANDARDS

Contractor must comply with the City of Chicago Computer Hardware and Software Standards in the performance of Services under this Contract, available here:

http://www.cityofchicago.org/city/en/depts/doi/supp_info/hardware_softwarestandards.html

EXHIBIT 7: PERFORMANCE AND STANDARD SLA PRICING

Performance SLA Pricing

SOLUTIONS FOR 2 FM

SendPro 3000 Mailing System	\$1363 per month
SendPro 3000 Mailing System	\$1363 per month
SendSuite Xpress – UPS Shipping System	\$750 per month
SendSuite Tracking – Inbound Tracking System	\$928 per month (includes 2 tracking assistants)
Additional Tracking Assistants	\$85 per month (2 FM will determine how many total units will be needed)
(Tracking all inbound UPS, FedEx, USPS, and Inter-Office Mail)	
Digital Commerce System	
Folding/Inserting System	\$2602 per month (exact configuration to be determined)
Software Interface	\$1024 per month (exact configuration to be determined)

SOLUTION OPTIONS FOR CITY OF CHICAGO USER DEPARTMENTS

Send Pro 3000 Mailing System	\$1363 per month
Send Pro 1500 Mailing System	\$524 per month
DM300 Mailing System	\$210 per month
DM100 Mailing System	\$74 per month
DF900 Tabletop Folder	\$300 per month
DL200 Letter Opener	\$132 per month
Relay 3000 Folding/Inserting System	\$565 per month
Relay 7000 Folding/Inserting System	\$2322 per month

Standard SLA Pricing

SOLUTIONS FOR 2 FM – Standard SLA

SendPro 3000 Mailing System	\$1295 per month
SendPro 3000 Mailing System	\$1295 per month
SendSuite Xpress – UPS Shipping System	\$713 per month
SendSuite Tracking – Inbound Tracking System	\$882 per month (includes 2 tracking assistants)
Additional Tracking Assistants	\$81 per month (2 FM will determine how many total units will be needed)
(Tracking all inbound UPS, FedEx, USPS, and Inter-Office Mail)	
Digital Commerce System	
Folding/Inserting System	\$2472 per month (exact configuration to be determined)
Software Interface	\$973 per month (exact configuration to be determined)

SOLUTION OPTIONS FOR CITY OF CHICAGO USER DEPARTMENTS

Send Pro 3000 Mailing System	\$1295 per month
Send Pro 1500 Mailing System	\$498 per month
DM300 Mailing System	\$200 per month
DM100 Mailing System	\$70 per month
DF900 Tabletop Folder	\$285 per month
DL200 Letter Opener	\$126 per month
Relay 3000 Folding/Inserting System	\$537 per month
Relay 7000 Folding/Inserting System	\$2206 per month

EXHIBIT 8: PITNEY BOWES TERMS
Attached.

**EXHIBIT 8
ADDITIONAL FAIR MARKET VALUE LEASE TERMS AND CONDITIONS**

The below Lease terms and conditions supplement the City Contract.

L1. DEFINITIONS

Capitalized terms that are not defined in this document are defined in the Pitney Bowes Terms.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order and in the City Contract.

L2.2 This Lease may be terminated as provided for in Section L2.4 below and pursuant to Section 3.5.6, Early Termination, of the City Contract. Except as provided for in these Sections, all payment obligations under a Lease are unconditional.

L2.3 [INTENTIONALLY OMITTED]

L2.4 In the event that PBI fails to uphold the Customer Satisfaction Guarantee, breaches any of its material obligations with respect to an item of Equipment under the terms and conditions of this Agreement and does not cure the failure or breach within thirty (30) days of receipt of written notice from you (which notice describes the breach in reasonable detail), or receives a Default Notice pursuant to Section 3.5.2 of this Agreement, you may terminate the lease of such Equipment. Upon termination of such lease, you shall have no further payment obligation other than that which is outstanding at the time of termination of such lease.

L3. PAYMENT TERMS

See Section 3.2.1.3 of the City Contract for Payment Terms

L3.1 Any Meter rental fees and SLA fees (collectively "PBI Payments"), will be included with your payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

We own the Equipment. PBI owns any Meter.

L5. LEASE TERM

The Lease term is the number of months stated on the Order and in the City Contract ("Lease Term"). The Lease Term will commence on the date the Equipment is shipped, if we do not install the Equipment. If we install the Equipment, the Lease Term will commence on the installation date.

L6. END OF LEASE OPTIONS

L6.1 During the 90 days before your Lease ends, you may, if not in default, select one of the following options:

- (a) extend the Lease pursuant to an extension of the City Contract;
- (b) terminate the Lease in accordance with Section 3.5.6, Early Termination and return the Equipment and Meter in its original condition, reasonable wear and tear excepted and pay us our then applicable processing fee. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to such service carrier as we specify to pick up and ship them to us. All de-installation and repacking services for the return and shipment of equipment units to us will be performed by us at no charge to you.

L6.2 If you do not select one of the options in Section L6.1, you will be deemed to have agreed to enter into successive month-to-month

extensions of the term of this Agreement. You may choose to cancel the automatic extensions by giving us written notice 30 days before the Lease expires (unless the law requires the period to be shorter). Upon cancellation, you agree to return all items pursuant to Section L6.1(c).

L7. WARRANTY

L7.1 PBI PROVIDES YOU WITH THE LIMITED WARRANTY IN THE PITNEY BOWES TERMS AND AS PROVIDED IN THE CITY CONTRACT.

L7.2 PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.3 [INTENTIONALLY OMITTED]

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens. We and you will keep the Equipment in good repair, condition, and working order pursuant to the terms of this Exhibit and the City Contract.

L8.2 Inspection. We may inspect the Equipment and related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified in the City Contract without our prior written consent, which will not be unreasonably withheld.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of receipt from PBI until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the equipment from loss, you will self-insure the equipment upon lease execution; accordingly, you will not be included in the ValueMAX program.

L10. NON-APPROPRIATION

L10.1 All payments under this Agreement are subject to appropriation by City Council per Section 3.1.4.11 of the City Contract.

L11. [INTENTIONALLY OMITTED]

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. ANY ASSIGNMENT WITHOUT OUR CONSENT IS VOID.

L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment, subject to the terms of the City Contract. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

L12.4 We will provide you with a welcome letter by email.

GENERAL TERMS

Except as otherwise provided, these General Terms apply to any transaction you enter into with Pitney Bowes. Other provisions in the Pitney Bowes Terms may also apply, depending on your transaction. Please read these provisions carefully as they constitute part of your agreement with Pitney Bowes.

G1. DEFINITIONS

The following terms mean:

"Agreement" – the Order, the City Contract and any terms referred to in or attached to the Order and the City Contract; provided, however that this Agreement shall in no event include any purchase order provided by You.

"Bank"- The Pitney Bowes Bank, Inc.

"City Contract" – Pitney Bowes Inc. City of Chicago Contract No. 47811.

"Consumable Supplies" - ink, ink rollers, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the operator guides.

"Covered Equipment" - the equipment leased, rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order and in the City Contract excluding any Meter and standalone software

"Equipment" - the equipment listed in the City Contract, excluding any Meter, standalone software, and SendKit equipment.

"Excluded Circumstances" – your negligence, an accident, usage which exceeds our recommendations, use of equipment in a manner not authorized by this Agreement or any operator guide, use of equipment in an environment with unsuitable humidity and/or line voltage, damage in transit provided by you, virus contamination or loss of data not caused by PBI, loss or fluctuation of power, fire, flood or other natural causes, external forces beyond our control, sabotage or service by anyone other than us, failure to use applicable software updates provided by us to you consistent with the terms of this Agreement, use of equipment with any system for which we have advised you we will no longer provide support or which we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

"Initial Service Term" - sixty (60) months, unless terminated earlier pursuant to the terms of this Agreement.

"Initial Term" – sixty (60) months, unless terminated earlier pursuant to the terms of this Agreement. **"Lease"** – the Order, and the Lease terms and conditions attached to the City Contract.

"Lease Term" – sixty (60) months, unless extended or terminated earlier pursuant to the terms of this Agreement. **"Lockbox Bank"** – any bank through which you transfer funds to the USPS.

"Meter" - any postage meter supplied by PBI under the Order, as stated in the City Contract, including (i) in the case of a Connect+® or a SendPro™ P series mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

"Normal Working Hours" - 8 a.m. – 5 p.m., Monday - Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.

"Order" - the executed order between the applicable Pitney Bowes company and you for the equipment, services and any other products covered by the order.

"PBGFS" - Pitney Bowes Global Financial Services LLC or a wholly-owned subsidiary of Pitney Bowes Inc.

"PBI" - Pitney Bowes Inc.

"PBI Equipment" - PBI-branded equipment.

"Pitney Bowes" – PBI, PBGFS and their respective subsidiaries.

"Reserve Account" – the Postage By Phone® Reserve Account that you maintain at the Bank.

"Service" - the service option for the Covered Equipment selected by you on the Order.

"SLA" - the Service Level Agreement.

"Third Party Equipment" - equipment manufactured by a party other than us.

"Usage-based Equipment" - equipment for which charges are based on volume of use.

"USPS" – the United States Postal Service.

"We," "our," or "us" – the Pitney Bowes companies, agents, and subcontractors with whom you've entered into the Order and the City Contract.

"You," "your," or "Client" – the City of Chicago.

G2. WARRANTY

- G2.1 (a) PBI warrants that the PBI Equipment will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety (90) days from the date the Equipment or other item is installed at your location, in the case of PBI Equipment which requires installation by PBI, or delivered to your location, in the case of all other PBI Equipment.
- (b) PBI warrants that the Service will be performed in a professional and workmanlike manner.
- (c) **In the event of a warranty claim, we will either repair or replace the Equipment or, in the case of defective Service, reperform the Service.**
- (d) A "defect" does not include the failure of rates within a rate update to conform to published rates.
- (e) There is no warranty for Equipment requiring repair or replacement because of any Excluded Circumstance.
- (f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
- (g) The warranty does not cover Consumable Supplies.

G2.2 **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT OR SERVICES.**

G2.3 PBI MAKES NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. PBI AGREES TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.

G3. LIMITATION OF LIABILITY

G3.1 EXCEPT FOR CLAIMS COVERED BY INDEMNITY UNDER SECTION 3.1.6 OF THE CITY CONTRACT AND THOSE ARISING FROM PBI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PBI'S TOTAL LIABILITY (INCLUDING ANY LIABILITY OF ITS SUPPLIERS) IS LIMITED TO THE FEES

PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES.

G3.2 NEITHER PBI NOR ITS SUPPLIERS IS LIABLE FOR ANY DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT, OR YOUR NEGLIGENT ACTS OR OMISSIONS.

G3.3 NEITHER PBI (INCLUDING ITS SUPPLIERS) NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA, OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT, EXCEPT THAT PBI WILL BE LIABLE FOR CLAIMS COVERED BY INDEMNITY UNDER SECTION 3.1.6 OF THE CITY CONTRACT, AS WELL AS DAMAGES RESULTING FROM PBI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

G4. DEFAULT AND REMEDIES

G4.1 Default and Remedies. In the event that (a) you do not make any payment within net sixty (60) calendar days from the date shown on our invoice, or (b) you breach any other obligation under this Agreement or under any other agreement with PBI or PBGFS, and we give you notice of such non-payment or breach, and such non-payment or breach continues for sixty days, unless the Agreement is terminated early pursuant to Section 3.5.6 of the City Contract after we give you such notice, or you become insolvent or file for bankruptcy, you shall be in default and we may:

- (a) cancel this Agreement and any other agreements PBGFS or PBI has with you;
- (b) [intentionally omitted]
- (c) disable the Meter;
- (d) pick up the Equipment, Meter and software;.
- (e) if you do not return the Equipment, require you to make immediate payment of an amount equal to the value of the Equipment at such time, as determined by us;
- (f) [intentionally omitted]
- (g) charge you a check return fee for payments made by you with insufficient funds; and
- (h) pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we are not waiving our right to collect the balance due.

G4.2 [Intentionally Omitted]

G4.3 Suspension of Services. PBI may suspend any services during any period in which your account is more than one hundred twenty (120) days past due.

G5. TAXES

Materials purchased by the City of Chicago are not subject to the Federal Excise Tax. The City's Tax Exemption Certificate number is 36-6005820. Materials purchased by the City of Chicago are not subject to the State of Illinois Sales Tax. The City's Tax Exemption Certificate number is E9998-1874-07. The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago. The prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply.

G6. EMBEDDED SOFTWARE AND SUBSCRIPTION SERVICES

G6.1 Embedded Software. Our Equipment may contain embedded software. You agree that: (i) PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) you are licensed only to use the embedded software with our Equipment in which the embedded software resides; (iii) you will not copy, modify, de-compile, or otherwise attempt to unbundle,

reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (iv) you will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and (v) you may not export the embedded software in contravention of applicable export control laws. The embedded software may contain third party software, which, notwithstanding the above, is subject to any terms that accompany such third party software. Technical support for any embedded software will be furnished in accordance with the SLA covering the Equipment in which such software is embedded.

G6.2 Subscription Services. We may offer certain on-demand services to you on a subscription basis as indicated in the applicable Order. Upon payment of any applicable subscription fees, we grant you a non-exclusive, non-transferable license to access and use the subscription services for the term set forth in the Order for your internal business purposes only. You may not provide access to the subscription services to any third party, or use the subscription services on behalf of any third party absent our written consent. You will comply with all applicable laws, rules and regulations governing your use of the subscription services, including any data protection or privacy laws. You will not use the services to send or store infringing, obscene, threatening or unlawful material or disrupt the use by others of the subscription services, network service or network equipment, and you will not reverse engineer, decompile or disassemble the subscription services. If the subscription services you purchased come with their own terms of use, your use of those subscription services will be governed by those terms. Maintenance and technical support for any on-demand services will be provided in accordance with a separate agreement covering the same.

G7. INTERNET ACCESS POINT

The internet connectivity for the Equipment or Meter may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

G8. [INTENTIONALLY OMITTED]

G9. EXPORT LAWS

You agree: (i) to comply with all applicable U.S. export control laws and regulations; (ii) not to export, re-export, or transfer any products and technologies received pursuant to this Agreement to any destination or to any person if this would be prohibited by any U.S. law or regulation or by any U.S. Government entity or agency; and (iii) to immediately notify us in writing if you or one of your affiliates is or becomes listed in any Denied Parties List or if your export privileges or the export privileges of any of your affiliates are denied, suspended or revoked by any U.S. Government entity or agency.

G10. ANALOG CONNECTIVITY

IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU SHOULD BE AWARE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIER PROVIDES ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WILL NOT BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER FOR THIS CAPABILITY AND YOU WILL BE REQUIRED TO UTILIZE A DIGITAL CONNECTION

G11. MISCELLANEOUS

- G11.1 Use of Equipment. You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- G11.2 Force Majeure. We are not responsible for any delay or failure to perform resulting from causes beyond our control.
- G11.3 Assignment. You may not assign this Agreement without our prior written consent, which shall not be unreasonably withheld. Any assignment without our consent is void.
- G11.4 No Right to Setoff. Payments are not subject to setoff or reduction.
- G11.4 Merger; Amendment; Severability. The City Contract and this Agreement to which this exhibit is attached incorporates all of the terms agreed by both parties and can only be changed by written agreement. You may use a purchase order to offer to obtain Equipment or services but none of its provisions will modify or supersede these provisions unless we expressly

agree in writing. If one or more provisions of this Agreement are deemed to be invalid or unenforceable, the remaining provisions will not be affected.

- G11.7 Survival. Our respective rights and obligations under Section G3 (Limitation of Liability), G4 (Default and Remedies) and G5 (Taxes) survive termination of this Agreement
- G11.5 Electronic Delivery; Contact. Pitney Bowes may deliver any notice and other communication to you under this Agreement by email via the email address that is then on file for you. You consent to the delivery of any such notice and other communication via email. We may call you at any number you give to us.
- G11.6 Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without regard to its conflicts of laws principles.

SERVICE LEVEL AGREEMENT

The following provisions describe SLA options that PBI offers on Covered Equipment. The option you select is listed in the Order and/or City Contract. If you are acquiring software which is not embedded in Equipment, a separate Software License and Maintenance Agreement will cover software maintenance and will be (i) provided at the time of installation, (ii) attached to the Order or (iii) incorporated into the Order by reference. A separate maintenance agreement will cover maintenance on Usage-based Equipment and will be attached to the Order if you are acquiring Usage-based Equipment.

S1. SERVICE LEVEL OPTIONS

The following describes the maintenance provided by PBI for the Covered Equipment.

S1.1 Standard SLA

- (a) General. Under this option, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (as defined in Section S3.2) (the "Service Term"). You are also entitled to two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service.
- (b) Replacement Service.
 - (i) If PBI determines that replacement is necessary, PBI will, at no additional cost, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment.
 - (ii) Unless PBI instructs you otherwise, within five (5) days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI.
 - (iii) [Intentionally Omitted.]
- (c) Repair Service.
 - (i) If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service.
 - (ii) Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies.
 - (iii) PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available.
 - (iv) If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You will not incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent.

- (d) Additional Covered Items. PBI will provide printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance.

S1.2 Performance SLA

- (a) General. Under this option, PBI will provide the following support to all clients who are eligible to receive Performance SLA in accordance with PBI's policies and who have elected this option:
 - (i) All coverage provided under Standard SLA.
 - (ii) Quarterly performance reports made available on MyAccount at www.pb.com.
 - (iii) One two hour application consultation for your mailing and shipping needs.
 - (iv) Admission for one person to a PBI mail management seminar.
- (b) Response Time Commitment.
 - (1) If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 4 hours after PBI has determined that it cannot resolve the issue remotely (the "Response Time Commitment").
 - (2) The Response Time Commitment relates solely to the arrival of a technician at your location; it is not a guaranteed resolution of the problem within the Response Time Commitment period, nor does it guarantee that all parts necessary to make a repair will be on-site within this time frame.
 - (3) The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment.
 - (4) If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard SLA and we will adjust the SLA charges payable by you appropriately.
- (c) Liquidated Damages for Failure to Meet Response Time Commitment.
 - (1) PBI agrees that if it does not meet the Response Time Commitment, PBI will provide you with a credit equal to

the difference between the cost of Standard SLA and Performance SLA for three (3) months, as set forth in Exhibits 1 and 7 of the City Contract.

- (2) You must use a credit request form to request a credit. You may obtain a credit form from your service technician or by calling the Customer Care Center. The credits are limited to credits for four (4) failures to meet the Response Time Commitment in any twelve (12) month period during the Service Term.

S2. SLA FEES

- S2.1 You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s).
- S2.2 We may, after the Initial Service Term, increase SLA fees which will be reflected on your invoice.
- S2.3 If the service technician provides service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts.

S3. SERVICE TERM

- S3.1 Term. PBI will provide you with Service for the Initial Service Term and any Renewal Service Terms.
- S3.2 RENEWAL SERVICE TERM(S). MAINTENANCE SERVICE WILL COINCIDE WITH THE INITIAL TERM OF THE LEASE AND ANY LEASE EXTENSIONS (EACH, A "RENEWAL SERVICE TERM"), UNLESS:
 - (a) YOU TERMINATE SERVICE UNDER SECTION S3.3; OR
 - (b) THE LEASE EXPIRES OR IS TERMINATED (IN WHICH CASE, THE SERVICE TERM WILL TERMINATE ON THE SAME DAY AS THE LEASE); OR
 - (c) THE RENEWAL IS PROHIBITED BY APPLICABLE LAW.
- S3.3 Ending Your Service.
 - (a) If you do not wish to renew Service, you must deliver a written notice (the "Termination Notice") at least sixty (60) days prior to the renewal of the term to us at 2225 America Drive, Neenah, WI 54956. Your Termination Notice must include your customer account number or CAN and lease number (if applicable).

- (b) PBI reserves the right not to renew your SLA for any reason.
- S3.4 Service Changes.
 - (a) PBI may modify its Service by giving written notice to you (a "Service Change Notice"), which will state whether the change is material.
 - (b) After receiving a Service Change Notice, if the change is material, you may terminate Service as described in Section S3.3 above.

S4. EQUIPMENT COVERAGE

You cannot elect to have Service apply to some but not all of the items of Equipment.

S5. ADDITIONAL SERVICE TERMS

These terms apply to all Service options:

- (a) Limitations. Service does not include services and repairs that are made necessary due to any Excluded Circumstance.
- (b) Additional Exclusions. Service excludes the supply of postal and carrier rate changes and Consumable Supplies.
- (c) Replacement Equipment.
 - (i) If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates.
 - (ii) If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for any qualifying attachment or unit and adjust your rate accordingly.
 - (iii) If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty (30) days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates.
- (d) Rental Equipment. With respect to Equipment which is rented, the Standard SLA will apply at no additional charge.

EQUIPMENT AND POSTAGE METER RENTAL TERMS AND CONDITIONS

The following provisions apply whenever you rent a Meter or Equipment from Pitney Bowes.

R1. EQUIPMENT/METER RENTAL

- R1.1 Fees.
 - (a) If you are not leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment and Meter rental ("rental") fees listed on the City Contract.
 - (b) After the Initial Term, we may increase the rental fees upon 30 days' prior written notice.
 - (c) When you receive notice of an increase, you may terminate your rental only as of the date the increase becomes effective. In the event you terminate, PBI will refund to you any pre-paid fees that have been paid in advance of services rendered.
- R1.2 Postage.
 - (a) You may transfer funds to the Bank for deposit into your Reserve Account or you may transfer funds to the USPS through a Lockbox Bank. See the "USPS Acknowledgment of Deposit" below for more information.
 - (b) Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the

- (c) If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power[®]), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your rental fees.
- R1.3 Meter Repair or Replacement.

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter.
- R1.4 Terms of Use; Federal Regulations.
 - (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations.
 - (b) You agree to use only attachments or printing devices authorized by us.
 - (c) You must receive our written consent before moving the Equipment or Meter to a different location.

- (d) Federal regulations require that we own the Meter.
- (e) Tampering with or misusing the Meter is a violation of federal law.
- (f) Activities of the USPS including the payment of refunds for postage by the USPS to clients will be made in accordance with the current Domestic Mail Manual.
- (g) If the Meter is used in any unlawful scheme, or is not used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter rental may be revoked. You acknowledge that any use of this Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes.
- (h) You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft.
- (i) You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

R1.5 Rate Updates and Soft-Guard® Program.

- (a) Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program.
- (b) Under the Soft-Guard program, we will provide up to 6 rate updates during each 12 month period following the date of installation of the Equipment.
- (c) We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change.

- (d) The Soft-Guard program does not cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation.
- (e) If you have received the maximum number of rate updates under the Soft-Guard program, you will be billed separately for any additional rate update we provide.
- (f) We will not be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

R1.6 Collection of Information.

- (a) You authorize us to access and download information from your Meter. We may disclose this information to the USPS or other authorized governmental entity.
- (b) We will not share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order.
- (c) We may elect to share aggregate data about our clients' postage usage with third parties.

R1.7 Meter Care and Risk of Loss.

- (a) You agree to take proper care of the Meter(s) as stated in this Agreement and any user documentation.
- (b) You assume all risk of loss or damage to the Meter(s) while you have possession.

R2. VALUE BASED SERVICES

Value Based Services include services such as USPS® e-Return Receipt and USPS® Confirmation Services.

R2.1 Fees.

- (a) Any fees charged by the USPS for any Value Based Service you purchase are payable by you in the same way that you pay for postage.
- (b) The USPS is solely responsible for its services.
- (c) We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system.

R2.2 Ending the Value Based Services. We have the right to terminate the Value Based Services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty (30) days after you have been notified in writing.

UNITED STATES POSTAL SERVICE ACKNOWLEDGMENT OF DEPOSIT

UI.1 In connection with your use of a Postage Evidencing System as defined in the Code of Federal Regulations ("CFR"), you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage, both PC Postage and meters (a "Deposit"), or you may transfer funds to the Bank for deposit into your Reserve Account .

UI.2 To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.

UI.3 Any deposit made by you in your Reserve Account is subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.

UI.4 Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.

UI.5 The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.

UI.6 The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.

UI.7 PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.

UI.8 You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.

UI.9 Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such

additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

SENDPRO™ TERMS AND CONDITIONS

If you are acquiring a SendPro subscription: (i) without SendKit equipment, your Terms Of Use are available at <http://www.pitneybowes.com/us/license-terms-of-use/sendpro-subscription.html>; and (ii) with SendKit equipment, your Terms Of Use are available at <http://www.pitneybowes.com/us/license-terms-of-use/sendpro-term.html>. Your use of the SendPro application is entirely governed by the SendPro Terms of Use and any other provisions of the Pitney Bowes Terms will not apply.

It is understood between the parties that The City will click next to "I ACCEPT" prior to accessing the Service however, The City expressly denies the online terms of SendPro Terms and Conditions and the terms and conditions contained within this Agreement will supersede and govern the transaction with respect to the Service.

SendPro Terms of Use - Subscription

Thanks for using our SendPro™ application, an online service that simplifies mailing and shipping (the "Service"). Please read these Terms of Use and our Privacy Statement (collectively, these "Terms") carefully. By using the Service or signing up for an account, you're agreeing to these Terms.

We'll start with the basics, including a few definitions that should help you understand this agreement. The Service is a service offered by Pitney Bowes Inc. and its affiliates ("we", "us" and "our") that allows you to manage addresses, print labels and track shipments so that you can send letters, packages and parcels through the United States Postal Service (the "USPS"), FedEx ("FedEx") and United Parcel Service ("UPS"). This web site (the "Site") is owned and operated by us.

These Terms define the terms and conditions under which you're allowed to use the Service and how we'll treat your account while you're utilizing the Service. If you have any questions about our terms, feel free to contact us.

ACCOUNT – USE OF SERVICE - CHANGES

1. Eligibility

In order to use the Service, you must: (a) complete the registration process; (b) agree to these Terms by clicking "I Accept"; and (c) provide true, complete and up to date contact information for so long as you access the Service. You agree that you won't use the Service in a way that violates any laws or regulations, including any relating to data protection and privacy. We may refuse service or close your account if you fail to comply with these Terms.

2. Use of the Service

Upon the payment of fees, and for so long as you comply with these Terms, we grant you a non-exclusive, non-transferable license to access and use the Service for up to the number of users purchased by you for the Term (which is defined in Section 3 below). You may upgrade your plan for additional fees. We

reserve all rights to the Service not expressly granted to you in these Terms. Your access to and use of the Site may be interrupted from time to time for various reasons, including malfunction of equipment, periodic updating, maintenance or repair of the Site, or other actions that we may elect to take. You agree that you will use the Service only for business or commercial purposes and not for personal, family or household purposes. You further agree not to use the Service to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Service. Disruptions include denial of service attempts, propagation of computer worms and viruses, or use of the Service to make unauthorized entry to any other device accessible via the Service. In addition, you will not reverse engineer, decompile or disassemble the Service. The occurrence of any of the foregoing will be deemed a material breach and we may immediately terminate your use of the Service.

3. Term and Termination

The Term begins when you sign up for the Service and continues until your account is closed. You or we may terminate your account at any time and for any reason by giving notice to the other and we may suspend the Service to you at any time, with or without cause. Once terminated, we may permanently delete your account and all the data associated with it.

4. Changes

We may change the Service and any features of the Service from time to time. In addition, we may change any of these Terms and the fees charged for using the Service by posting revised Terms and/or fees on the Site and/or by sending an email to the last email address you gave to us. The new Terms and the new fees will be effective on the day on which your next subscription payment is due and will apply thereafter. If you do not wish to agree to the new Terms or the new fees, you must stop using the Service immediately.

5. Account and Password

By registering for the Service, you will be prompted to establish certain passwords and/or provide other access information to enable you to use the

Service. The account name, password and/or access information is confidential information and should be used solely by you to access your account and use the Service. You're responsible for keeping your account name, password and access information confidential. You'll take all reasonable steps to prevent unauthorized access to your account and you'll immediately notify us of any unauthorized use of your accounts. We aren't responsible for any losses due to stolen or hacked passwords.

6. Account Disputes

We don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours. We decide who owns an account based on the information that has been provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

PAYMENTS

7. Fees; Payment Terms

The fees for the use of the Service are posted on the Site and may be changed from time to time. These fees do not include: (i) any applicable sales, use or other taxes, which will be invoiced separately by us; and (ii) the postage, shipping or other charges imposed by the carrier for printing labels and sending parcels through the USPS or another carrier. Your subscription for the use of the Service will be billed monthly in advance with the first payment due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment. If you terminate under Section 3 above, your access to the Service will continue through the period for which you have paid in advance. If we terminate your account, then we will continue to provide the Service to you through the period for which you have paid in advance, unless you have failed to comply with these Terms, in which case your access will be immediately revoked. You won't be entitled to a refund from us under any circumstances.

8. [INTENTIONALLY OMITTED]

9. USPS Regulations

If you use the Service to send parcels with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner, (b) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use, (c) cause or allow the account to be utilized outside the United States without the prior written authorization of the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260, or (d) otherwise fail to abide by the provisions of postal regulations and these Terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account shall be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious, or fraudulent statement can result in imprisonment for up to five (5)

years and a fine of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (31 U.S.C. 3802).

The USPS has granted us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of the Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations (ii) submission of false or fictitious information, (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream, (iv) use of the system for any illegal scheme or enterprise, (v) use of the system outside the customs territory of the United States, and (vi) possession of a decertified system. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

10. Carrier Requirements

If you use the Service to send parcels with a carrier other than the USPS, you must comply with the requirements of that carrier. The terms governing the use of FedEx to send parcels are located at <https://www.fedex.com/> and the terms governing the use of UPS are located at <https://www.ups.com/>.

RIGHTS

11. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our trademarks in the United States and/or other countries. All marks not owned by us are the property of their respective owners. You may not use, and nothing contained on the Site or in these Terms grants any right to use, any trademark displayed on the Site without our written permission or the respective owner of such trademark.

12. Use of the Site

You agree that content on the Site is protected by copyrights, trademarks and other intellectual and proprietary rights; and these Terms and applicable copyright, trademark and other laws govern your use of content on the Site.

13. [INTENTIONALLY OMITTED]

14. [INTENTIONALLY OMITTED]

15. [INTENTIONALLY OMITTED]

16. [INTENTIONALLY OMITTED]

17. Third Party Sites

The Site and these Terms may contain links to third party websites, including links to the websites of carriers ("Linked Sites"). The Linked Sites are not

under our control and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any concerns regarding such links or the content located there.

MISCELLANEOUS

18. Assignments

You may not assign any of your rights under these Terms to anyone else. We may assign our rights to any other individual or entity at our discretion.

19. Choice of Law

This Agreement will be governed by the laws of the State of Illinois.

20. Force Majeure

We won't be liable for any delays or failure in performance of any part of the Service from any cause beyond our control. This includes acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, strikes, power blackouts, and acts of hackers or third-party internet service providers.

21. Amendments and Waiver

If we don't immediately take action on a violation of these Terms, we're not giving up any rights under these Terms, and we may still take action at a later point.

22. Notices

Except as provided in the next sentence: (i) any notice to you will be effective when we send it to the last email or physical address you gave us; and (ii) any notice to us will be effective when delivered to us at Pitney Bowes Inc. – SendPro Team, 3001 Summer Street, Stamford, CT 06926. Any notice alleging a breach of these Terms will be in writing and will be sent by overnight courier or delivered in person to: (i) in the case of a notice to you, the physical address you gave us; and (ii) in the case of a notice to us, Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926, or any addresses we may later post on the Site.

23. Entire Agreement

These Terms and the terms of the City Contract make up the entire agreement and supersede all prior agreements, representations, and understandings.

EXHIBIT 9: SOFTWARE LICENSE AND MAINTENANCE AGREEMENT FOR DISTRIBUTION SOLUTIONS SOFTWARE
Attached.

EXHIBIT 9
SOFTWARE LICENSE AND MAINTENANCE TERMS
For
Distribution Solutions Software
(September 2015)

THESE SOFTWARE LICENSE AND MAINTENANCE TERMS (this "Exhibit") is between Pitney Bowes Inc., a Delaware corporation, with offices at 3001 Summer St., Stamford, CT 06926-0700, ("Pitney Bowes") and the City of Chicago ("Licensee") and is provided as an exhibit to City of Chicago Contract No. 47811("City Contract"). Licensee shall be named in the lease agreement (which agreement may include financing provisions) ("Lease Agreement") with Pitney Bowes or one of its affiliates relating to one or more of the software products named in these Software License and Maintenance Terms (referred to herein as the " Lease Agreement"). The terms of this Exhibit are in addition to, and do not supersede, the terms of the Lease Agreement or the City Contract, except that, with respect to the Pitney Bowes Software (as defined in Section 1.1 below), this Exhibit does supersede those portions of the Lease Agreement and the City Contract that refer expressly to software (other than those portions that relate to financing with respect to the Licensed Software). In the event of a conflict between the terms of this Exhibit, the Lease Agreement and the City Contract with respect to the Pitney Bowes Software, the terms of this Exhibit shall control.

1 LICENSE

1.1 License Grant and Term. Pitney Bowes grants to Licensee, pursuant to, and subject to Licensee's compliance with, the terms and conditions set forth in this Exhibit and subject to payment of all applicable license fees relating to the Pitney Bowes Software, and Licensee accepts a non-exclusive, non-transferable license to access and use the Pitney Bowes Software for the Term (the "License"). The "Term" is: the term of the City Contract. This license does not include the right to grant sublicenses. "**Pitney Bowes Software**" means: (a) whichever of the software named above that is listed, with prices, in the Lease Agreement, (b) any Pitney Bowes proprietary software or third party proprietary software that connects with or interfaces the software named above to any Pitney Bowes, Licensee or third party equipment, software or service, (c) any other Pitney Bowes proprietary software and third party proprietary software that are listed, with prices, in the Lease Agreement and are directly related to Licensee's use of the software referred to in clause (a), and (d) any Pitney Bowes or third party proprietary development tools provided under this Exhibit that are reasonably required to use the Pitney Bowes Software. Notwithstanding the foregoing, "Pitney Bowes Software" excludes any Pitney Bowes proprietary software and any third-party software that is subject to a separate software license agreement ("Excluded Software"). All obligations with respect to Excluded Software shall be exclusively governed by such separate software license agreement and, in the case of Excluded Software that is third-party software, shall be exclusively owed to Licensee by the third-party licensor thereof.

1.2 Software Use. Licensee is authorized to use the Pitney Bowes Software and the User Manual (as defined in Section 1.4) solely for its own internal operations at the location(s) indicated in the Sales/Lease Agreement, this Exhibit or any applicable Statement of Work or Statement of Work Addendum (collectively, a "**SOW**"). Notwithstanding the foregoing, the Pitney Bowes Software may only be installed and used outside of the United States when the base application of the Pitney Bowes Software is installed within the United States. Licensee shall not use the Pitney Bowes Software in the operation of a time-sharing or service bureau arrangement or as an application service provider. Licensee shall not allow access to the Pitney Bowes Software through any other means than those indicated in the Sales/Lease Agreement or in any applicable SOW. If this License is for a designated computer system, no authorization is required from Pitney Bowes to transfer the Pitney Bowes Software from one computer system to another at such location(s). However, transfer of the Pitney Bowes Software to another Licensee location shall require prior written consent of Pitney Bowes, which shall not be unreasonably withheld. Upon completion of the transfer, Licensee shall certify to Pitney Bowes in writing that all copies of the Pitney Bowes Software at the prior location were either transferred to the new location or destroyed.

1.3 Computer System. Licensee is authorized to install and use the Pitney Bowes Software on a server or, if deployed in a client/server configuration, on load balanced application servers, in either case with user access as defined in the User Manual or applicable SOW. If Licensee wishes to add additional computer servers or systems or users to the computer system environment, then Licensee shall so notify Pitney Bowes, which shall deliver the Pitney Bowes Software or provide access to the Pitney Bowes Software upon payment of any applicable additional fees.

1.4 User Manual. Licensee is entitled to one (1) copy of the applicable User Manual in electronic, paper or other form as usually accompanies the Pitney Bowes Software for each License granted. "User Manual" means any manual and other written documentation (including on-line documentation) supplied by Pitney Bowes to Licensee at the time of delivery of, and for use with, the Pitney Bowes Software or in connection with Software Maintenance (other than updates or enhancements, if any, relating to carrier compliance), in each case where such manual or other documentation describes the core functionality of the Pitney Bowes Software. Pitney Bowes may make changes in the User Manual to correct or remove errors in documentation and to bring the User Manual into substantial compliance with the Pitney Bowes Software.

1.5 Backup Copies. Licensee shall have the right to make no more than two (2) copies of the Pitney Bowes Software solely for backup and archival purposes and exclusively for Licensee's internal use, provided that such copies include all original copyright and other proprietary notices.

1.6 Fees. Fees for the License and Software Maintenance, if applicable, are included in payments under the Lease Agreement (the amounts are set forth in Exhibit 2 of the City Contract). If the number of locations or the number of users or computer systems exceeds what is permitted by and/or paid for under the Lease Agreement, Pitney Bowes and its affiliates may charge Licensee for, and Licensee shall pay, the appropriate license and Software Maintenance fees based on such excess in accordance with the applicable rates then in effect. Value-based services separately stated in Lease Agreement may bear a separate charge as stated therein.

1.7 Reservation of Rights. Any right not specifically granted in this Exhibit by Pitney Bowes is expressly reserved. Nothing herein grants Licensee any ownership rights to the Pitney Bowes Software, or any ownership rights or license to the trademarks, copyrights, trade secrets and patents of Pitney Bowes or Pitney Bowes's licensors, other than as is necessary to execute the Pitney Bowes Software as permitted herein.

1.8 Hazardous Materials. If the Pitney Bowes Software permits the shipment of hazardous materials, the following terms apply. In the event that Licensee processes or transports hazardous materials in connection with its use of the Pitney Bowes Software (a) Licensee hereby represents and warrants that it has obtained and maintained any and all certifications, licenses or other authorizations necessary or proper in furtherance of its use of the Pitney Bowes Software, including without limitation, federal certification pursuant to United States Department of Transportation regulations regarding the identification, processing and transportation of hazardous materials. Licensee further represents and warrants that during the Term of this Agreement it will, (i) properly and consistently train its federally certified hazardous materials employee(s) concerning the entering of commodity code information into the Pitney Bowes Software in compliance with all applicable laws and regulations, (ii) ensure that any Licensee site utilizing the Pitney Bowes Software is properly certified to ship hazardous materials, (iii) ensure that a federally certified hazardous materials employee is available on any applicable site during installation of the Pitney Bowes Software, (iv) identify hazardous material commodities that are shipped, (v) prepare hazardous commodity information, (vi) enter and maintain commodity code information in the Pitney Bowes Software, and (vii) enter and maintain hazardous material templates where applicable.

(b) Licensee acknowledges and agrees that Pitney Bowes will not (i) identify what is a hazardous material, (ii) make any suggestions on what types of hazardous materials can be shipped individually or together, nor (iii) make any suggestion on what types of containers are to be used when shipping hazardous materials.

2 WARRANTY

2.1 Warranty. (a) Pitney Bowes warrants during the Warranty Period that the Pitney Bowes Software will conform to all substantial operational functions of the Pitney Bowes Software described in the User Manual if installed and used in the operating environment specified therein or in the applicable SOW. The "**Warranty Period**" for the Pitney Bowes Software is ninety (90) days from the date Licensee receives access to the Pitney Bowes Software via a license key, or any similar activation technology. If the Pitney Bowes Software does not so conform during the Warranty or Acceptance Period, Pitney Bowes shall, at its option, (i) repair the Pitney Bowes Software, (ii) replace the Pitney Bowes Software or (iii) as may be applicable, refund the License fee paid under a Sales Agreement for the non-conforming Pitney Bowes Software or, if the Pitney Bowes Software is subject to a Lease Agreement, refund payments made for the License fee and secure a release from future payments with respect to such License fee under such Lease Agreement. In the case of clause (iii), this Agreement shall be deemed to be terminated as it applies to the relevant Pitney Bowes Software. The Pitney Bowes Software will also be covered under the Licensee's Software Maintenance plan, pursuant to Section 4 below.

(b) If Pitney Bowes supplies carrier rate information ("**Rate Information**") to Licensee in connection with this Exhibit, the media upon which the Rate Information is supplied are warranted to be free from defects for a period of ninety (90) days after installation. Licensee's sole remedy for breach of this warranty shall be replacement of the Rate Information media. The Rate Information itself, although obtained from carriers or other sources believed to be reasonably reliable, is not warranted to be accurate, complete or correct. Pitney Bowes shall have no liability for any damages Licensee may incur as a result of Licensee's use of the Rate Information.

(c) The warranties in this Agreement shall not apply if the Pitney Bowes Software fails to perform as a result of: (i) the Pitney Bowes Software not having been used in a manner authorized by this Agreement or for the ordinary purpose for which it is designed or in accordance with the applicable SOW; (ii) the Pitney Bowes Software having been altered, modified, converted or repaired by anyone other than Pitney Bowes; (iii) the Pitney Bowes Software having been used with any Licensee or third-party hardware or software not specified in the applicable SOW; (iv) negligence, accident, misuse, abuse, operator error or any other cause within Licensee's control; (v) virus, contamination, loss of data, external forces, loss of electrical power or power fluctuation; (vi) casualty or sabotage; (vii) breach of this Agreement by Licensee; or (viii) any use of the Pitney Bowes Software beyond the number of locations or the number of computer systems permitted by and/or paid for under the Sales/Lease Agreement, except, in the case of clause (iv), (v) or (vi), to the extent the same results from Pitney Bowes's negligence or willful misconduct.

2.2 Warranty Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PITNEY BOWES SOFTWARE, EXCLUDED SOFTWARE, USER MANUAL, SOFTWARE MAINTENANCE AND OTHER SERVICES RELATING TO ANY OF THE FOREGOING ARE PROVIDED "AS IS"; AND PITNEY BOWES DOES NOT MAKE, AND LICENSEE SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PITNEY BOWES SOFTWARE, EXCLUDED SOFTWARE, USER MANUAL, SOFTWARE MAINTENANCE, OTHER SERVICES RELATED TO ANY OF THE FOREGOING OR ANY INFORMATION GENERATED BY LICENSEE'S USE OF THE PITNEY BOWES SOFTWARE, EXCLUDED SOFTWARE OR USER MANUAL. THE EXPRESS WARRANTIES GIVEN IN THIS AGREEMENT ARE GIVEN IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF OR RELATING TO RESULTS, ACCURACY, PERFORMANCE, RESOURCE UTILIZATION OR INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, PITNEY BOWES DOES NOT REPRESENT OR WARRANT THAT THE PITNEY BOWES SOFTWARE OR EXCLUDED SOFTWARE WILL MEET LICENSEE'S OR ANY THIRD-PARTY'S REQUIREMENTS, WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR FREE FROM OTHER DEFECT OR FAILURE, OR WILL BE COMPATIBLE WITH OR OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE OR HARDWARE SELECTED OR USED BY LICENSEE OR ANY THIRD-PARTY, OR THAT ANY DEFECT THEREIN OR IN THE SOFTWARE MAINTENANCE IS CORRECTABLE. Some states do not allow the disclaimer of implied warranties. Therefore, the above disclaimer may not apply to Licensee.

3 PROPRIETARY RIGHTS

3.1 Ownership of Pitney Bowes Software. The Pitney Bowes Software, and all materials relating thereto, including, but not limited to, the User Manual, computer software (in object and/or source code form), script, programming code, data, information or HTML script, modifications, enhancements, adaptations or customizing thereof, and derivative works, and all trade secrets, know-how, methodologies and processes related to any of the foregoing and all copyrights, trademarks, patents, trade secrets and other proprietary rights inherent in or appurtenant to any of the foregoing (collectively, the "**Pitney Bowes Materials**") are proprietary to

Pitney Bowes and/or its licensors and suppliers and shall remain the sole and exclusive property of Pitney Bowes and/or its licensors and suppliers. The Pitney Bowes Materials are protected by United States copyright and international treaty provisions. Licensee shall not sell, transfer, publish, disclose, distribute, display, copy, use or otherwise make available the Pitney Bowes Materials or copies thereof to others except as expressly permitted in this Exhibit. Licensee shall not remove, disfigure or alter any of the proprietary notices or trademarks incorporated into the Pitney Bowes Materials. The Pitney Bowes Materials, and all copies thereof, including translations, compilations, partial copies, modifications and updated works, are the property of Pitney Bowes and/or its licensors and suppliers.

3.2 Security. Licensee agrees to: (a) secure and protect the Pitney Bowes Materials and copies thereof in a manner consistent with the maintenance of Pitney Bowes's rights therein; and (b) take appropriate action by instruction or agreement with its employees and consultants who are permitted access to the Pitney Bowes Materials to: (i) prevent the Pitney Bowes Materials or copies thereof from being acquired by unauthorized persons or put to unauthorized use, (ii) prevent unauthorized copies of the Pitney Bowes Materials, and (iii) otherwise satisfy its obligations hereunder. Licensee shall be responsible for any such unauthorized acquisition, use or copying or other breach of its obligations under this Exhibit.

3.3 No Decompiling. Licensee agrees not to: (a) disassemble, decompile or otherwise reverse engineer the Pitney Bowes Software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Pitney Bowes Software; (b) alter or modify the Pitney Bowes Software create derivative works therefrom; (c) circumvent, obfuscate or remove any functions in the Pitney Bowes Software; (d) alter or remove any copyright and/or patent notices in the Pitney Bowes Software; (e) reuse any license key issued by Pitney Bowes or its licensors, or defeat or subvert, or attempt to defeat or subvert, the mechanisms of the Pitney Bowes Software designed to manage authorization, verification or tracking; or (f) allow or assist others (including, but not limited to, Licensee's employees and consultants who are permitted access to the Pitney Bowes Materials) to do any of the foregoing. All rights in derivative works created by Licensee will be deemed to be the property of and owned by Pitney Bowes.

3.4 Permitted Pitney Bowes Actions. During the term of the License, if Licensee is enjoined from (or Pitney Bowes believes Licensee may be enjoined from) using the Pitney Bowes Software as a result of any action or proceeding based upon any Claim (as defined in Section 6.3), or if Pitney Bowes believes that a Claim may arise, or a Claim has been asserted, Pitney Bowes may, at its own expense and without diminishing its indemnification obligations under these terms or the City Contract: (a) procure for Licensee the right to use the Pitney Bowes Software; (b) provide Licensee with substitute software with the substantial operational functions of the original Pitney Bowes Software; (c) modify the Pitney Bowes Software, provided that it has the substantial operational functions of the original Pitney Bowes Software; or (d) terminate the portion of the Lease Agreement as it applies to the relevant Pitney Bowes Software. If the Pitney Bowes Software portion of the Lease Agreement is terminated pursuant to this Section, Pitney Bowes shall:

- (1) if Licensee is a party to a Lease Agreement with respect to the Pitney Bowes Software, secure for Licensee a release from its payment obligations with respect to the License fee for the Pitney Bowes Software and its other payment obligations with respect to any such Software Maintenance fees included in its payments under the Lease due after the effective date of termination of the Pitney Bowes Software portion of the Lease Agreement.

4 SOFTWARE MAINTENANCE; TRAINING

4.1 Software Maintenance. Software Maintenance for the Pitney Bowes Software shall be provided during the Warranty Period and for the duration of the License at no additional cost to Licensee as an ancillary feature of the License in accordance with the terms set forth at <http://www.pitneybowes.com/us/license-terms-of-use/shipping-and-mailing-maintenance-services-terms.html>.

4.2 Training. Pitney Bowes will provide product training and other services as specified in the Lease Agreement and/or applicable SOW.

5 LIABILITY

5.1 Limitation of Liability. EXCEPT FOR CLAIMS ARISING FROM PBI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PITNEY BOWES'S AND ITS AFFILIATES' TOTAL LIABILITY UNDER OR RELATING TO THIS AGREEMENT AND THE PITNEY BOWES SOFTWARE (WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT OR OTHERWISE) SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO PITNEY BOWES AND ITS AFFILIATES BY LICENSEE UNDER OR RELATING TO THIS AGREEMENT AND THE RELEVANT PITNEY BOWES SOFTWARE DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE THE APPLICABLE CLAIM(S) AROSE, REGARDLESS OF WHEN NOTICE OF SUCH CLAIM(S) WAS GIVEN. NOTWITHSTANDING THE FOREGOING, PITNEY BOWES'S AND ITS AFFILIATES' ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY WITH RESPECT TO THE PROVISION OF MAINTENANCE SUPPORT IS, AT PITNEY BOWES'S OPTION, REFUND OF AMOUNTS PAID FOR SOFTWARE MAINTENANCE FOR THE RELEVANT PITNEY BOWES SOFTWARE DURING SUCH TWELVE-MONTH PERIOD, REPLACEMENT OF ANY DEFECTIVE MEDIA, OR PROVISION AGAIN BY PITNEY BOWES OF SUCH SOFTWARE MAINTENANCE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR BODILY INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION OR TO AMOUNTS THAT MAY BE OWED TO THIRD PARTIES WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.1. WITHOUT LIMITING THE FOREGOING, PITNEY BOWES SHALL HAVE NO LIABILITY WITH RESPECT TO EXCLUDED SOFTWARE.

5.2 Excluded Damages. NEITHER PITNEY BOWES NOR LICENSEE NOR ANY OF THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY UNDER OR RELATING TO THIS AGREEMENT OR THE PITNEY BOWES SOFTWARE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS, LOST BUSINESS, LOST GOODWILL, LOST OR DAMAGED DATA, WORK STOPPAGE OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHAT LEGAL OR EQUITABLE THEORY MAY BE ASSERTED. THE FOREGOING DOES NOT APPLY TO AMOUNTS THAT MAY BE OWED TO THIRD PARTIES WITH RESPECT TO INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 OR TO OBLIGATIONS UNDER **SEPARATE CARRIER AGREEMENTS RELATED TO THE THIRD PARTY CONTENT AVAILABLE TO YOU AS CLICK THROUGH AGREEMENTS ("CARRIER AGREEMENTS")**.

6 INDEMNIFICATION

6.1 By Pitney Bowes. Pitney Bowes shall indemnify, defend and hold Licensee harmless from all claims and suits (including reasonable attorneys fees) against Licensee by a third party alleging infringement of a copyright, trademark, trade dress, trade secret or patent arising out of Licensee's authorized use of the Pitney Bowes Software during the term of the License. Pitney Bowes shall have no obligation to indemnify, defend and hold Licensee harmless with respect to any claim or suit that is: (a) based on any Third-Party Content (as defined in Section 9.8) except to the extent that Pitney Bowes's licensors or suppliers of such Third-Party Content have indemnified, defended and held Pitney Bowes harmless; (b) based on an event that would cause the warranty in this Agreement to be inapplicable under Section 2.1(c)(i), (ii) or (iii) (whether during or after the Warranty Period); or (c) not based on the most current release of the Pitney Bowes Software made available to Licensee to the extent that such claim or suit could have been avoided or mitigated by Licensee's use of such most current release. The provisions of this Section shall constitute the entire liability of Pitney Bowes with respect to a copyright, trademark, trade dress, trade secret or patent infringement claim or suit.

6.2 [Intentionally Omitted]

6.3 Procedures. Licensee (the "**Indemnified Party**") shall give Pitney Bowes (the "**Indemnifying Party**") prompt written notice of any matter with respect to which the Indemnified Party intends to seek indemnification under this Agreement (a "**Claim**"), provided, that the failure or delay in providing such notice shall not relieve the Indemnifying Party from any obligation to indemnify the Indemnified Party except to the extent that such failure or delay prejudices the defense of any such Claim. The Indemnifying Party may, at its election, conduct and control the defense of the Claim with counsel selected by it, subject to the Indemnified Party's consent, not to be unreasonably withheld or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and its counsel in investigating and/or contesting any Claim. No compromise or settlement of the Claim may be effected by the Indemnifying Party without the Indemnified Party's prior written consent (which will not be unreasonably withheld or delayed),

unless (a) there is no finding or admission of any violation of law by the Indemnified Party, and (b) the sole relief provided is monetary damages that are paid in full by the Indemnifying Party.

7 TERMINATION

7.1 Termination. (a) The License may be terminated: (i) by Pitney Bowes or Licensee, immediately upon written notice to the other party if the other party becomes insolvent, seeks protection under any bankruptcy, receivership, trust, deed, creditors arrangement, composition or comparable proceeding, proceedings in bankruptcy or insolvency are instituted against the other party, or a receiver is appointed with respect to the other party, or if any substantial part of the other party's assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution; or (ii) by Pitney Bowes, upon written notice to Licensee, as provided in Section 3.4; or (iii) by Pitney Bowes or Licensee, upon written notice to the other, in the event of a material breach of these Terms or the Lease Agreement by such other party that is not cured within thirty (30) days after receipt by such other party of written notice thereof; or (iv) by Licensee pursuant to Section 3.5.6 of the City Contract. (b) The License shall immediately terminate upon: (i) Licensee's unauthorized use, transfer or copying of the Pitney Bowes Materials, or any portion thereof; or (ii) Licensee's breach of Sections 3.1-3.3 or 9.14 or the Carrier Agreements.

7.2 Injunctive Relief. Licensee acknowledges that any breach of its obligations under these terms with respect to Pitney Bowes's or a third party's proprietary rights or confidential information will cause Pitney Bowes and/or such third party irreparable injury for which there exists no adequate remedies at law, and therefore Pitney Bowes shall be entitled to injunctive relief, without the posting of any bond, in addition to all other remedies provided by this Agreement or available at law.

7.3 Remedies. Except as otherwise expressly provided in these terms, the obligations of Pitney Bowes to Licensee in respect of any breach of any term, condition or warranty (whether implied, by statute or otherwise) shall be limited, at Pitney Bowes's option, to: (a) using commercially reasonable efforts to correct or replace the defective feature of the Pitney Bowes Software in breach of such term, condition or warranty; or (b) the resupply or cost of resupply of any services. Such obligations shall only apply if Pitney Bowes is given written notice of such breach within thirty (30) days after the occurrence of such breach.

7.4 Effect of Termination. Upon termination of the License Licensee shall cease use of the Pitney Bowes Materials. Licensee shall irretrievably delete and/or remove such items from its servers, terminal and other computer systems and, to the extent not so deleted and/or removed, return such items, together with all copies thereof, to Pitney Bowes, but only to the extent such deletion, removal, and/or return is consistent with the Local Records Act, 50 ILCS 205/1 *et seq.* and other records retention laws applicable to Licensee.

7.5 Survival. The following shall survive termination of this Agreement: Sections 2.2, 3.1-3.3, 5, 6, 7.2, 7.4, 7.5 and 9 and the portions of the Carrier Agreements indicated therein as surviving.

8 FORCE MAJEURE

A party hereto shall be excused from any obligation under this Agreement (other than payment and confidentiality obligations) to the extent and for so long as non-fulfillment of such obligation is due to fire, flood, storm, earthquake, epidemic, strike, civil war, riot, terrorism, explosion, compliance with any law, order or decree of any court or government agency or other cause beyond such party's reasonable control; provided, however, that such party's non-fulfillment of its obligation does not exceed ninety (90) days in duration.

9 MISCELLANEOUS

9.1 Governing Law. If Licensee is a resident of the United States, this Agreement and the rights and duties set forth herein, shall be governed by and construed in accordance with the laws of the State of Illinois, but without recourse to that state's conflict of laws

provisions. In the event of any dispute arising out of or relating to this Agreement, a suit shall be brought only in a federal or state court of competent jurisdiction located the State of Illinois. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

9.2 Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

9.3 Modifications. This Agreement may not be modified or amended in any way except in writing signed by duly authorized representatives of Pitney Bowes and Licensee or as otherwise expressly provided herein. In no event shall terms contained in any Licensee purchase order be made a part of or supersede this Agreement.

9.4 Notices. Any notice under this Agreement may be given by delivery: in the case of notices to Licensee, to Licensee at its address in the Sales/Lease Agreement or the address to which Pitney Bowes or any of its affiliates sends invoices to Licensee; and in the case of notices to Pitney Bowes, to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926-0700, Attn: President, Mailstream, The Americas, with a copy at such address to: Attn: Deputy General Counsel).

9.5 Non-waiver. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other or subsequent breach or default. Failure or delay by either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

9.6 Binding Effect; Assignment. This Agreement shall be binding on and inure to the benefit of parties hereto and their respective successors and permitted assigns. Licensee may not assign this Agreement or assign, sublicense or transfer any of its rights hereunder without the prior written consent of Pitney Bowes; provided, however, that Licensee may assign this Agreement to an affiliate of Pitney Bowes for the purpose of such entity providing Licensee financing with respect to the Pitney Bowes Software if such entity has a current and fully compliant Economic Disclosure Statement on file with the City of Chicago.

9.7 Confidentiality. Licensee acknowledges that the Pitney Bowes Materials contain proprietary and confidential information. Licensee will not disclose or show the Pitney Bowes Materials, or any part thereof, to anyone for any purpose other than in order to enable Licensee to use the Pitney Bowes Materials in accordance with the terms of this Agreement, or as may be required by the Illinois Freedom of Information Act (5 ILCS 140), Local Records Act (50 ILCS 205), or other law applicable to Licensee. Upon termination of this Agreement, except as otherwise provided in Section 7.4, Licensee shall return all copies of the Pitney Bowes Materials. This Agreement (including any amendments), including the terms hereof, is confidential information of Pitney Bowes and shall not be disclosed by Licensee.

9.8 Third Party Content; Regulated Functionality. Various third party software and other documentation ("**Third Party Content**") may have been incorporated into the Pitney Bowes Materials by Pitney Bowes under permission from Pitney Bowes's licensors and suppliers. The United States Postal Service ("**USPS**") or other governmental bodies may regulate certain functionality of the Pitney Bowes Software. Special terms and conditions applicable to the Third Party Content or such functionality are included in the **Carrier Agreements**; and Licensee agrees to be bound by and to comply with such terms and conditions. Any terms and conditions in such Carrier Agreements that are inconsistent with, or in addition to, the terms and conditions of the rest of this Agreement shall control with respect to the Third Party Content or such functionality. Pitney Bowes may amend such Carrier Agreements from time to time, by providing the revised portions of such Agreements to Licensee, to reflect (a) changes in Pitney Bowes's arrangements with its licensors or suppliers for Third-Party Content, or (b) regulatory requirements. Notwithstanding the foregoing, any separate software license agreement provided with any Excluded Software shall apply to such Excluded Software.

9.9 Termination of Third Party Content. If Pitney Bowes's license to any Third Party Content terminates, Licensee agrees: (a) that the Lease Agreement, the City Contract and all other agreements between Pitney Bowes or any of its affiliates and Licensee related thereto (e.g., equipment or software maintenance agreements) shall remain in full force and effect in accordance with their terms; (b) upon Pitney Bowes' written request, to discontinue use of, and/or return the terminated Third Party Content; and that in the event of such request for discontinuance, Pitney Bowes shall have no further obligation with respect to such Third Party Content.

9.10 Other Functionality. Licensee shall be solely responsible for: (a) entering into its own arrangements with third parties, including carriers, for software functionality not provided by Pitney Bowes as part of the Pitney Bowes Software; and (b) payment of all fees for third-party software not expressly included in the License fee paid under the Lease Agreement, including, without limitation, fees associated with Licensee's operating environment.

9.11 Intentionally Omitted

9.13 U.S. Government Restricted Rights. The Pitney Bowes Software and Materials are provided with "RESTRICTED RIGHTS". Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or their successors. The use of the Pitney Bowes Software by the United States Government constitutes acknowledgment of Pitney Bowes's proprietary rights in the Pitney Bowes Software. Further, the Pitney Bowes Software and Materials are deemed to be "commercial computer software" and "commercial computer software documentation" as defined in DFARS Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Pitney Bowes Software and Materials by the United States Government shall be solely in accordance with the terms of this Agreement.

9.14 Export and Other Laws. Licensee agrees that, unless it has obtained prior written authorization from the United States Department of Commerce or is otherwise permitted by the United States Department of Commerce Export Administration Regulations and, in either case, has the prior written consent of Pitney Bowes, it will not export or otherwise disclose, directly or indirectly, any technology or software received from Pitney Bowes nor allow the direct product thereof to be shipped or to be disclosed, either directly or indirectly, to any destination that is prohibited by the United States Government or to a foreign national that is prohibited by the United States Government. Without limiting the foregoing, Licensee and Pitney Bowes shall comply with all applicable laws and regulations relating to the Pitney Bowes Software and its use.

9.15 Use of Information. Pitney Bowes and its affiliates may collect and use information Licensee provides or Pitney Bowes obtains or which is derived from Licensee's use of the Pitney Bowes Software (including, without limitation, shipping information) or Software Maintenance and other services for the Pitney Bowes Software; provided that such information shall be used for Pitney Bowes's internal purposes related to macro-level systems analysis and research, customer segmentation and/or the manner or method in which Pitney Bowes conducts business with its customers.

9.16 Captions and Headings. All captions, headings and titles contained in this Agreement are for convenience and reference purposes only and shall not be deemed a part of this Agreement.

9.17 Relationship of the Parties. Nothing contained in this Agreement shall be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party, and neither party shall hold itself out as such.

9.18 Taxes. Materials purchased by the City of Chicago are not subject to the Federal Excise Tax. The City's Tax Exemption Certificate number is 36-6005820. Materials purchased by the City of Chicago are not subject to the State of Illinois Sales Tax. The City's Tax Exemption Certificate number is E9998-1874-07. The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply.

10 ENTIRE AGREEMENT

This Exhibit, the Lease Agreement, any related SOW, and any other agreement between Pitney Bowes and Licensee expressly referred to herein (including the City Contract) contain the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior agreements, understandings, promises, representations or warranties made by one party to the other, whether oral or in writing, concerning the subject matter contained herein or the terms or conditions applicable hereto.

EXHIBIT 10: FORM OF ASSIGNMENT AGREEMENT

Contractor may not assign this Agreement without the prior consent of the City, which shall not be unreasonably withheld, in accordance with the provisions of Section 3.1.3.1. Any assignment without consent is void.

TRANSFER OF CONTRACT AGREEMENT

Effective upon the consent of the City of Chicago,

ASSIGNOR _____ (*Original Contractor Name*), a
_____ (*State of Incorporation*) corporation, _____
_____ (*Original Contractor Address*) ("Assignor") assigns its rights and delegates its
duties and obligations under the City of Chicago contract identified below ("Contract") to

ASSIGNEE _____ (*Assignee Company Name*), a
_____ (*State of Incorporation*) corporation, _____
_____ (*Assignee Company Address*) ("Assignee").

Specification Number of the Contract: _____
Contract Number: _____
Job/Project Description and/or #: _____

Effective immediately, **Assignee** accepts **Assignor's** rights under the Contract and assumes performance of the Contract, including all of **Assignor's** duties, and obligations under it, which may require **Assignee** to post a performance and payment bond acceptable to the City of Chicago. By this instrument, **Assignor** authorizes and directs the Comptroller of the City of Chicago to pay **Assignee**, all moneys due under the Contract for work performed after the effective date of this transfer.

SIGNED as of this _____ day of _____, 20____, by:

ASSIGNOR:

(*Original Contractor's Name*)

By: _____
(*Authorized Signature*)

Title: _____
(*Print*)

Name: _____
(*Print*)

AFFIX CORPORATE SEAL (if required in state of incorporation)

Attest: _____
(*Corporate Secretary*)

State of _____, County of _____.

This instrument was ACKNOWLEDGED before me this _____ day of _____, 20____ by
_____ as _____ of _____, and
as _____ of _____.

Notary Public

ASSIGNEE:

(Original Contractor's Name)

By: _____
(Authorized Signature)

Title: _____
(Print)

Name: _____
(Print)

AFFIX CORPORATE SEAL (if required in state of incorporation)

Attest: _____
(Corporate Secretary)

State of _____, County of _____.

This instrument was ACKNOWLEDGED before me this _____ day of _____, 20____ by
_____ as _____ of _____, and
as _____ of _____.

Notary Public

CONSENT TO TRANSFER OF CONTRACT

THE CITY OF CHICAGO consents to the transfer of the above Contract from the Assignor,
_____ to the Assignee, _____, and will accept performance from the
Assignee. This consent is for the convenience of the Assignor and the Assignee; it does not relieve Assignor of its duties
and obligations to the City under the Contract. The Assignor and Assignee may agree to additional terms and conditions
between themselves consistent with the terms of this Consent and the above Transfer of Contract Agreement.

CITY OF CHICAGO

By: _____

Chief Procurement Officer
City of Chicago

Date: _____



Customer Satisfaction Guarantee

Pitney Bowes Mailing, North America is committed to providing our customers with the finest products backed by the highest quality care and service. As long as you continually maintain coverage with a Pitney Bowes maintenance agreement for hardware and a software maintenance agreement for software after warranty, Pitney Bowes promises to provide you the following:

Guaranteed product performance

For all new and remanufactured Pitney Bowes branded products provided by Pitney Bowes in the U.S., we guarantee performance to our specifications for the initial term of the lease or three years if purchased. If, during that period, the product does not perform to our specifications, and we cannot repair it, we will replace it with a comparable product. If during the first ninety days after installation the replacement product does not perform as specified, you will be entitled to a refund of payments made to us for the replacement product. If the original or replacement product fails to perform due to the use of a non-Pitney Bowes consumable supply or unapproved software/hardware modification, this guarantee will not apply.

Guaranteed nationwide service

Our nationwide service force will respond to service and preventative maintenance requests as part of your maintenance agreement for hardware. If we find that we cannot return your Pitney Bowes branded equipment to a satisfactory operating condition within a reasonable time, where appropriate, we will provide you with a loaner at no additional cost.

Help line support

For customers with products that are supported through our Diagnostics Center, toll-free telephone technical assistance is available Monday through Friday, 8:00 A.M. until 8:00 P.M. EST exclusive of holidays.

Rate change protection

With our ability to accommodate a wide range of carriers, we are your rate data source. Also, should you select any of our plans that include software rate protection, we guarantee that you will not be charged for unexpected rate changes within the scope of your plan.

Operator productivity and training excellence

For all products that we install, our skilled professionals will effectively deliver the agreed upon installation and training services. Furthermore, if you attend our acclaimed Mail Management Seminar, we will train your employee(s) on the latest and most efficient use of postal services.

Purchase Power[®] service

The Pitney Bowes Bank, Inc. provides postage advances to all qualified customers in good standing. You will not have to pay for postage in advance. You can mail now and pay later when you get your bill.

At Pitney Bowes, we are committed to maintaining long-term partnerships with our customers. If our sales and service support team has been unable to satisfy you, I would like to hear from you. Please call my office at 800 622 2296.

We won't be satisfied until you are satisfied.

Harris Warsaw

Senior Vice President of Global Sales, Global SMB Solutions

