

## EXHIBIT C

### SECTION 5 - EVALUATION CRITERIA

- 5.1. PUBLIC OPENING OF PROPOSALS:** The City will not conduct a public opening of the Proposals.
- 5.2. TREATMENT OF PROPOSALS:** Until such time as the City has entered into and executed a Contract with a Respondent or has fully rejected all the Proposals, the Proposals will be subject to Section 7(h) of the Freedom of Information Act. 5 ILCS 140/7(h) governing “proposals and bids for any contract.”
- 5.3. EVALUATION CRITERIA:** The City will evaluate the Proposal(s) following the date and time when opened, whether or not such opening occurs in public. The evaluation will be conducted before the Proposals expire and will be based on and but may not be limited to the following criteria.
- 5.3.1. Completeness:** Degree of completeness of the Proposal.
- 5.3.2. Compliance with/Deviations from Specifications:** Responses should meet or exceed the requirements as described by this Request. In the event any Specification is not complied with, the City will consider the Respondent’s proposed substitute and whether it is of equal or better quality than the particular Specification.
- 5.3.3. Price:** The City will consider the aggregate price and, if provided, component pricing included in each Proposal.
- 5.3.4. Other Criteria:** In addition to the above, the City may consider the following additional criteria:
- 5.3.4.1.** The experience of the Respondent.
- 5.3.4.2.** To the extent the City has had performance and/or delivery problems or disputes with the Respondent in the past, the Respondent’s cooperation in resolving such problems or disputes to the satisfaction of the City
- 5.3.4.3.** Completion and approval of the Respondents Equal Employment Opportunity and Vendor Representations and Additional Duties paperwork.
- 5.3.4.4.** The nature and coverage of the Respondent’s guarantees and warranties.
- 5.4. DEFAULT ON OBLIGATIONS TO CITY:** No Proposal will be considered if the Respondent is in arrears or is in default on any obligation, tax, fee, or fine due and owing to the City or is in breach of any agreement to which the City is a party which breach has not been fully cured to the satisfaction of the City.