# REQUEST FOR PROPOSAL ("RFP") FOR

Congregate Settings Testing
Specification No. 1307263
RFQ # 18560
Required for use by:
CITY OF CHICAGO
Department of Public Health



This RFP distributed by:
CITY OF CHICAGO
Department of Public Health

Please submit your Proposals to: http://www.cityofchicago.org/eProcurement

iSupplier vendor portal registration is required. Allow three (3) business days to complete registration.

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

Dr. Olusimbo Ige, Commissioner
Attention: Alyse Kittner, Projects Administrator – Laboratory-Based Surveillance
Department of Public Health
111 W Washington St
Chicago, Illinois 60602
Alyse.Kittner@cityofchicago.org

Non-Mandatory Pre-Proposal Conference Call will be held on July 8 2025 at 2 P.M. Central Time. Pre-Registration must be arranged in advance of the scheduled Pre-Proposal Conference Call.

PROPOSALS MUST BE RECEIVED NO LATER THAN 12 P.M., CENTRAL TIME, ON August 6, 2025

BRANDON JOHNSON MAYOR

DR OLUSIMBO IGE COMMISSIONER

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# **REQUEST FOR PROPOSAL ("RFP")**

for

# **Congregate Settings Testing and Vaccination**

Specification No. 1307263

#### I. GENERAL INVITATION

## A. Purpose of the Request for Proposal

The City of Chicago ("City"), acting through its Department of Public Health ("CDPH"), seeks to provide flexible capacity for testing services for COVID-19 and other high consequence pathogens, primarily within congregate settings. The Contractor(s) services will also include: collection of appropriate clinical specimens and required epidemiologic data, conducting laboratory and antigen testing, and providing infection prevention and control advice. Contractor(s) services will assist the City in its public health response, by contributing to the early detection of cases and prevention of disease transmission in the highest risk settings in the City.

# B. Background

#### **Need for this service**

The COVID-19 pandemic demonstrated need for flexible diagnostic testing capacity, infection control, and prevention consulting services to mitigate the profound risk of disease transmission within congregate and other settings in the context of public health surveillance and response. Early detection and a prompt, comprehensive public health response are critical to interrupt transmission and protect high-risk communities. Importantly, these measures support Chicago's commitment to Healthy Chicago 2025. This RFP seeks to enhance current CDPH capacity by building teams that are able to provide a comprehensive public health response including collection of various clinical specimens, collection of rich and varied epidemiologic data, laboratory testing for a range of pathogens of public health significance, and on-the-ground infection prevention and control assessments and advice.

The City sets forth the minimum number of monthly deployments required in the Scope of Services, Exhibit 1 and requires the Respondent(s) to provide in its proposal the maximum monthly deployment capacity it can provide. The City anticipates awarding a Primary Contract and if necessary, a Secondary Contract. A primary contract and, if determined by the City, a secondary contract will be awarded to the most qualified Respondent/(s) and will require the Primary Contractor to provide the minimum services specified by CDPH and up to the maximum capacity per month as indicated by the Primary Contractor, subject to negotiations with the City. The City reserves the right to award a secondary contract to the second most qualified Respondent, to meet its needs in excess of the maximum monthly deployments provided by the Primary Contractor.

## Alignment with Healthy Chicago 2025

CDPH works with communities and partners to create a safe, resilient and healthy Chicago. CDPH's work is guided by its community health improvement plan, Healthy Chicago 2025,

Please visit Healthy Chicago 2025 to learn more about the assessment themes, priority areas, populations served, ideal states and more:

https://www.chicago.gov/city/en/depts/cdph/provdrs/healthy\_communities/svcs/healthy-chicago-2025.html

#### C. Internet Access to this RFP

All materials related to the RFP may be downloaded from the Department of Public Health's ("CDPH") website at the following URL: <a href="http://www.cityofchicago.org/eProcurement">http://www.cityofchicago.org/eProcurement</a>.

Click on "Current Bids." In order to receive notice of clarifications and addenda, Respondents must log-in to iSupplier, search for the solicitation number, open the solicitation for review, and accept the disclaimer.

RFP Document Holders are listed on the Bid & Bond Room Opportunity Take Out List. The Opportunity Take Out List is public information and is posted to the CDPH website at www.cityofchicago.org/TOL. To find Opportunity Take Out lists, go to "Get Started Online," and search by the specification number.

All Respondents are responsible for obtaining all RFP materials. The City accepts no responsibility for the timely delivery of materials or for alerting Respondents on posting to the CDPH website information related to this RFP.

Respondent must read Appendix I eProcurement for more details regarding electronic access to RFP abstract and documents to be submitted electronically and uploaded as attachments to your proposed submission.

#### II. DEFINITIONS

The following defined terms have the meanings specified below.

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

- "Addendum" means any revision(s) to the RFP Documents issued by the Commissioner prior to the due date for submitting proposals.
- "Agreement" means the City of Chicago's Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms, as attached in this RFP in <a href="Exhibit 9">Exhibit 9</a>.
- "Clarification" means the City's response to questions submitted by Respondents which do not revise the requirements of the RFP.
- "Commissioner" means the Commissioner of the City of Chicago Department of Public Health, and any representative authorized in writing to act on the City Commissioner's behalf.
- "Contractor" or "Consultant" means the Respondent awarded a contract pursuant to this RFP process.
- "Department" or "("CDPH") means the City of Chicago Department of Public Health.

- **"EC"** means the Evaluation Committee appointed to review and assess all Proposals and make its recommendations to the Commissioner concerning its evaluations.
- **"iSupplier"** refers to the City's eProcurement computer system for electronic bidding and providing Contractors with access to contract, ordering and payment information for their City contracts.
- "Proposal" is the written content and documents submitted by a Respondent in response to this RFP.
- "Respondent" means the primary entity which submits a Proposal in response to this RFP and may include subcontractors and other affiliates.
- "Selected Respondent" means the awardee of the Contract from this RFP.
- "Services" means performance of all tasks, activities and deliverables as described in detail in Exhibit 1, Scope of Services and performed by qualified and licensed personnel of the selected Contractor from this RFP.
- "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 materialmen, whether or not in privity with the Contractor.

## III. SCOPE OF SERVICES

## A. Description of Services

The Respondent will provide the City with testing services in congregate settings.

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

#### B. Contract Term

Any contract awarded pursuant to this RFP shall be for a base contract period one (1) year. The City may, in its sole discretion, elect to extend the Agreement for up to two (2) additional periods of up to one (1) year each.

A total of \$1,899,367 will be available through this RFP for the initial contract of 12 month with up to two (2) additional periods of up to one (1) year each, at the discretion of the City based on the availability of funds, the need to extend services, and the respondent's performance. Funding will be supported through ELC CoAg and ELC COVID supplementals. CDPH may reallocate funding across elected respondents during the contract extension negotiations based on funding, each respondent's performance, and programmatic priorities.

## IV. GENERAL INFORMATION AND GUIDELINES

#### A. Communications Between the City of Chicago and Respondents

## 1. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Public Health. All questions or requests for clarification must be in writing, submitted via online discussion in iSupplier and directed to the attention of Alyse Kittner, <a href="mailto:Alyse.Kittner@cityofchicago.org">Alyse.Kittner@cityofchicago.org</a> and must be received no later than 5:00 p.m. Central Time, on

July 11, 2025. Respondents are encouraged, but not required, to submit questions prior to the scheduled Pre-Proposal Conference.

All questions and requests for clarification must be submitted via online discussion in iSupplier. The subject line of the iSupplier online discussion must clearly indicate that the contents are "Questions and Request for Clarification" about the RFP and are "Not a Proposal" and must refer to "Request for Proposal ("RFP") for Congregate Settings Testing, Specification No. 1307263

" No telephone calls will be accepted unless the questions are general in nature.

## 2. Pre-Proposal Conference

The Pre-Proposal Conference will be conducted via a Conference Call. Attendance is not mandatory for the Pre-Proposal Conference. The Pre-Proposal Conference Call will be held on July 8, 2025, from 2PM to 3PM CST. The meeting can be attended via the following methods:

- Microsoft Teams meeting: <a href="https://bit.ly/CDPH">https://bit.ly/CDPH</a> CS Testing RFP
- Dial in: +1 872-222-6918; Phone conference ID: 220 610 574#

The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions posed on the day of the conference and to questions sent via online discussion in iSupplier prior to the conference. Anything stated at this Pre-Proposal Conference is not intended to change the solicitation document. Any changes will be in writing in the form of an Addendum issued by the Department of Public Health.

## B. Deadline and Procedures for Submitting Proposals

- To be assured of consideration, Proposals must be submitted electronically to the Department of Public Health no later than 12:00 P.M Central Time on August 6 2025, 2025 Respondents must submit all required information by uploading as attachments to the electronic RFP submission in iSupplier. iSupplier vendor portal registration is required. Allow three (3) business days to complete registration.
- 2. The City may, but is not required to, accept Proposals that are not received by the date and time set forth in Section IV.B.1 above. Only the Commissioner is empowered to determine whether to accept or return late Proposals.
- 3. Submit your Proposals to: http://www.cityofchicago.org/eProcurement

Combining multiple PDF attachments is strongly encouraged in order to minimize the number of uploaded attachments. Only proposals submitted electronically, as described in this section, will be accepted.

#### C. RFP Information Resources

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

- Pre-Bid/Proposal Conference Attendees
- Addenda and Exhibits, if any.

#### D. Procurement Timetable

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

Key Activity	Target Date
City Issues RFP	June 26, 2025
Non-Mandatory Pre-Proposal Conference	July 8 <sup>,</sup> 2025 2PM CST
RFP Questions Due	July 11 2025 5PM CST
Proposals Due	August 6, 2025 12 PM CST

## E. Transparency Website: Trade Secrets

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

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

- 1. Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."
- Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this RFP."
- 3. Upload with your Proposal Submittal a <u>redacted copy of the entire Proposal or Submission</u> as one .pdf format file for posting on the City's website. Respondent is responsible for properly and adequately redacting any Data, which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to upload a redacted copy may result in the posting of an un-redacted copy.

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

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

## V. PREPARING PROPOSALS: REQUIRED INFORMATION

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

## A. Format of Proposals

The proposal shall be submitted as an electronic proposal. The electronical proposal shall be one file that is a word-searchable pdf file.

## **B.** Required Contents of Proposal

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

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

Certain items that should be listed in this section, regardless of the RFP, include the following:

## 1. Cover Page

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

## 2. Table of Contents

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

## 3. Executive Summary

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

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

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

# A. Company Profile Information (See Form in Exhibit 3)

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

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

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

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

- (i) Separate Economic Disclosure Statement and Affidavit ("EDS") completed by each partner and one in the name of the joint venture as shown in <u>Exhibit 5</u>.
- (ii) Insurance certificate in the name of the joint venture business entity.

# B. Company References/Client Profile Information (See Form in Exhibit 4)

Respondent must provide at least 3 references preferably from a municipality or government agency related to a contract of similar scope and magnitude as described in this RFP.

<u>Experience will not be considered unless complete reference data is provided. At a minimum, the following information should be included for each client reference:</u>

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

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

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

# C. Capacity to Perform City Project

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

# D. Business License/Authority to do Business in Illinois

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

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

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

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

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

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

- (i) Summary of the key personnel who will be dedicated to the Services as proposed and consistent with Staffing Plan per Section 6. E2.
- (ii) Key personnel areas of expertise and areas for prime responsibility for various tasks or aspects of the Services.
- (iii) Resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of

similar type, scope, and magnitude relating to the Scope of Services as described in this RFP. Respondent must provide the following information:

- a) Title and reporting responsibility.
- b) Proposed role in this program, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
- c) Pertinent areas of expertise and past experience
- d) Base location (local facility, as applicable)
- e) Resumes or corporate personnel profiles which describe their overall experience and expertise.

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

Respondent must designate a Project Manager responsible for day to day oversight of project and implementation schedule. Project Manager must be available for telephone and e-mail contact during the stated hours of operation and emergency after hour contact with City management.

# 6. Implementation and Management Plan

Respondent must provide a comprehensive and detailed implementation and management plan which addresses requirements as outlined in Exhibit 1, Scope of Services of this RFP. The plan must demonstrate Respondent's capacity to successfully implement and manage the project and ability to comply with the scope of service and requirements as described in this RFP. The management plan must address, but not be limited to, the following areas:

## A. Maximum Deployments per month

Respondents must provide in its Proposal information about the maximum number of monthly specimen collection/testing deployments it can provide per month..

#### B. Service Delivery

All responses should, at a minimum, address your plan for delivery of the Services as outlined in Exhibit 1, Scope of Services. The plan should detail how the Services will be administered and your policies and procedures addressing the specific components. Specifically, all responses should address the following areas:

 Specimen Collection and Infection Prevention Services. Including indicating the maximum number of deployments per week.

## C. Approach to Implementing Services

Describe your policies and procedures for implementing projects, quality control/checks, project management, response time, project support & reporting/recommendation services, including your approach to collaborating with other entities when delivering services and overcoming obstacles, if any, and troubleshooting to resolve problems

# D. Organization Chart

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

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

#### E. Dedicated Resources

1) Describe facilities, equipment, personnel, transportation vehicles, software/hardware technologies and other resources available for implementing any proposed Services.

## 2) Staffing Plan

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

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

## 7. Cost Proposal/Schedule of Compensation

The Respondent must provide pricing in the format and content as outlined in <u>Exhibit 2</u> in order for the Respondent's Proposal to be considered responsive to this section. Proposals that fail to include cost proposal information in Exhibit 2 will be rejected as incomplete and deemed non-responsive.

The Respondent is responsible for disclosing any charges or fees that the City would incur with the Respondent, before, during, and after the implementation as Other Costs.

All costs must, at a minimum, be provided as requested in Exhibit 2. For purposes of comparing costs among Respondents, Respondent must not deviate from the cost table outlined in Exhibit 2. The City reserves the right to negotiate a final fixed price, terms, and conditions with selected Respondent(s).

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

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

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

## 9. Legal Actions

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

- a) A debtor in bankruptcy; or
- b) A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
- c) A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- d) A defendant in any criminal action; or
- e) A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or

- f) A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation if a statute or related to service reliability; or
- g) A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

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

#### 10. Insurance

Respondent should include a statement that they can comply with the City's insurance requirements. Prior to contract award, the Selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 6.

Respondent, if selected, shall register with the City's online insurance certificate portal using the designated email registration link provided at <a href="http://www.cityofchicago.org/COI">http://www.cityofchicago.org/COI</a> and as specified in Exhibit 10. Respondent shall provide a current and valid email address for both the contractor and the contractor's insurance agent or provider, as described in further detail in Exhibit 10. The Selected Respondent is responsible for ensuring the submission of a certificate of insurance (COI) through the City's online insurance certificate portal prior to award of a contract.

A Respondent selected for contract negotiation and award who fails to fulfill the requirement to register and submit a COI through the City's online insurance certificate portal may be deemed nonresponsive and the City may choose to instead engage a different Respondent for contract negotiation. If a Respondent is unable to register and submit the COI through the City's online insurance certificate portal and instead submits a printed insurance certificate prior to contract award, the City may accept a paper COI provided that written justification is provided explaining the Respondent's good faith efforts to comply with the terms of this section and the reasons why the submission could not be completed. Instructions for registering and submitting COIs are available at the following URL: <a href="http://www.cityofchicago.org/COI">http://www.cityofchicago.org/COI</a>

#### 11. Financials

Respondents must provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. Upload into your Proposal one (1) complete copy of the requested financial statements marked and separated by year for the requested period. The City will not accept a web link. Respondents are required to provide required financial statements in sufficient detail for the City to assess its financial condition as part of their proposal submission. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

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

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

#### 12. Disclosure of Conflicts of Interest

The City expects that the Respondent will not have any conflicts of interests (including, but not limited to, any conflicts based on Respondent's participation in other City contracts). The Respondent, and to the best of its knowledge, its subcontractors if any, shall presently have no interest and will not acquire any interest, direct or indirect, in any enterprise, project or contract which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. Without limiting the foregoing, Respondent shall have no direct or indirect interest in, or be under common control with respect to, any entity that is an applicant with respect to any program for which Respondent is performing services for the City under the agreement awarded under this RFP. In the performance of the Contract, no person having any such interest will be employed, either by Respondent or any subcontractor, to perform any work or services under the Contract or have access to confidential information. Respondent should include in its Proposal a description of any actual or potential conflicts of interest.

## 13. Sexual Harassment Policy Affidavit

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

## 14. Exceptions to the Sample Professional Services Agreement

Respondent must identify any exceptions or objections it has to the City's sample Professional Services Agreement ("PSA"), a copy of which is attached hereto as <u>Exhibit 9</u>. The City may from time to time revise the PSA. The City will not accept or entertain any exceptions or objections to the PSA at any time after Proposal submittal except and only to the extent the City subsequently makes a material change to a substantive provision of the PSA.

## VI. EVALUATING PROPOSALS

## A. Evaluation Process

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

The City of Chicago seeks to prevent all Conflicts of Interest regarding procurement decisions. Conflicts of Interest arise when an EC member participates personally and substantially in official matters where they have a financial interest. No member of the EC is permitted to have any personal interest, direct or indirect, in the contract arising from this RFP. If an EC member believes a Conflict of Interest exists, they should immediately notify the Commissioner and recuse themselves from all procurement decisions.

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

Phase I - Preliminary Proposal Assessment

Phase II - Proposal Evaluation

Phase III - Site Visits, System/Product Demonstrations and/or Oral Presentations (if necessary)

# **Phase I - Preliminary Proposal Assessment**

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

# Phase II - Proposal Evaluation

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

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

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

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

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

#### B. Evaluation Criteria

In Phase II, the Evaluation Committee will review the Respondent's Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outlined in the RFP using the following criteria as applicable:

- 1. Does the Respondent demonstrate Professional and Technical Competence?
  - a. Ability to provide the Services described in the RFP, including capacity to perform the Scope of Services described in Exhibit 1 of this RFP.

- b. Professional Qualifications and Specialized Experience of Respondent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies).
- c. Professional Qualifications and Specialized Experience of Respondent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of Chicago.
- d. Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services, operating within budget and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.
- 2. Does the Respondent's proposed Implementation and Management Plan demonstrate quality, comprehensiveness, and adequacy: including ability to meet service levels, capacity to support the project based on staffing plan including supervisory key personnel who will manage and oversee program?

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

- 3. Does the Pricing/Cost Proposal provide adequate pricing for services? The City will consider completeness and adequacy of cost as per the Itemized Cost Proposal, Exhibit 2.
- 4. Does the Respondent meet Insurance requirements? The EC will consider a written statement or other information confirming Respondent's ability to comply with the City's insurance requirements as specified in the RFP.
  - 5. Does the Respondent have any Legal Actions that would disqualify them from providing Services? The EC will consider any legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.
  - 6. Does the Respondent demonstrate Financial Stability? The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.
  - 7. Does the Respondent demonstrate Compliance with Laws, Ordinances, and Statutes? The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in Exhibit 6.
  - 8. Did the Respondent complete the City's Sexual Harassment Affidavit? (Pass/Fail)

The EC will consider the Respondent's completion of the City's Sexual Harassment Policy Affidavit.

9. To what Degree does the Respondent accept the City's Terms and Conditions?

Degree to which the Respondent accepts the City's Terms and Conditions in the sample Professional Services Agreement in <u>Exhibit 9</u> enabling the City to successfully negotiate a contract.

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

CDPH may designate certain respondent(s) as secondary providers for some or all service categories. Secondary provider(s) are not guaranteed a minimum level of utilization, and their services will be engaged on an ad hoc basis as determined by CDPH needs.

Specimen Collection and In	nfection Prevention Services
Criterion	Maximum Score
1. Does the Respondent	
demonstrate Professional and	
Technical Competence?	25
2. Does the Respondent's proposed	
Implementation and Management	
Plan demonstrate quality,	
comprehensiveness, and adequacy:	
including ability to meet service	
levels, capacity to support the project	
based on staffing plan including	
supervisory key personnel who will	
manage and oversee program?	
manage and everees program.	25
3. Does the Pricing/Cost Proposal	
provide adequate pricing for	
services?	
	25
4. Does the Respondent meet	
Insurance requirements?	Pass/Fail

5. Does the Respondent have any	
Legal Actions that would disqualify them from providing Services?	Pass/Fail
6. Does the Respondent	1 400/1 411
demonstrate Financial Stability?	Pass/Fail
7. Does the Respondent	
demonstrate Compliance with Laws,	
Ordinances, and Statutes?	Pass/Fail
8. Did the Respondent complete the	
City's Sexual Harassment Affidavit?	Pass/Fail
9. To what Degree does the	
Respondent accept the City's Terms	
and Conditions?	25
10. Does the Respondent have any	
Conflicts of Interest that would	
compromise the Respondent's	
ability to perform Services?	Pass/Fail
Total	100

#### VII. SELECTION PROCESS

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

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

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Commissioner, those short-listed Respondents may be subject to a site visit, system / product demonstration and/or be invited to appear before the Evaluation Committee for an oral presentation to clarify in more detail information that was submitted in Respondent's Proposal; and/or to ask Respondent to respond to additional questions. All Respondents placed on the short list will be subject to the same additional requirements (i.e. if there is a site visit, all short listed Respondents will receive a site-visit, if one short listed Respondent gives an oral presentation, all short listed Respondents will give an oral presentation, etc.)

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

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

The City will require the selected Respondent(s) to participate in contract negotiations. To award a Contract that represents the best value to the City, as determined by the Commissioner, the City reserves the right to enter into concurrent competitive price negotiations with one or more qualified Respondent(s). The City's requirement that a selected Respondent negotiate is not a commitment by the City to award a Contract.

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

#### VIII. ADDITIONAL DETAILS OF THE RFP PROCESS

## A. Clarifications and Addenda

If it becomes necessary to revise or expand upon any part of this RFP, the City will send an online-discussion notification to prospective Respondents who have indicated intent to propose in this RFP that an addendum or clarification has been issued. The Clarifications and Addenda will be available at the following URL: <a href="https://www.cityofchicago.org/eProcurement">www.cityofchicago.org/eProcurement</a>.

Prospective Respondents that have indicated interest in this RFP will receive an eProcurement system notification that an Addendum or Clarification has been issued. There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve Prospective Respondents from the obligation to comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Electronic acknowledgement of Clarifications and/or Addenda is mandatory to submit an electronic Proposal.

Any harm to the prospective Respondent resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this RFP solicitation.

Each addendum is incorporated as part of the RFP documents, and the prospective Respondent should acknowledge receipt. Respondents are solely responsible for acquiring the necessary information or materials available at the following URL: www.cityofchicago.org/eProcurement.

A copy of Addenda associated with this RFP specification number will also be posted on the City of Chicago Department of Public Health' website. Prospective Respondents are listed on the Take-Out List.

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

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

## B. City's Rights to Reject Proposals

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

## C. No Liability for Costs

The City is not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors, or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the Proposal and/or participating in any conferences, site visits, demonstrations, oral presentations or negotiations.

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

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, 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 Proposal.

For purposes of this provision:

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

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

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

## E. False Statements

## 1. 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the City in violation of any statute, ordinance, or regulation, or who knowingly makes a false statement of material fact to the City in connection with any application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract, or economic disclosure statement or affidavit, is liable to the City for a civil penalty of not less than \$500.00 and not more than \$10,000.00, plus up to three times the amount of damages which the City sustains because of the person's violation of this section. A person who violates this section shall also be liable for the City's litigation and collection costs and attorney's fees. The penalties imposed by this section shall be in addition to any other penalty provided for in the Code.

## 2. 1-21-020 Aiding and Abetting

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

## 3. 1-21-030 Enforcement

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

#### F. Title VI Solicitation Notice

The City in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## G. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)

Respondent shall, as prescribed by the Commissioner, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" Exhibit 8 attached hereto) that Respondent has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment.

#### H. Labor Peace Agreement Ordinance (MCC 2-112-205)

All respondents must agree to comply with the requirements of Section 2-112-205, *Essential service contracts*, of the Municipal Code of Chicago, as provided below in part:

(a) Definitions. For purposes of this section, the following definitions shall apply:

"Commissioner" means the Commissioner of Public Health, or the Commissioner's designee.

"Contract" means an agreement entered into between the City, through the Department of Public Health, and a Contractor to perform Essential Services.

"Contractor" means a person, as defined by Section 1-4-090(e), contracting directly with the City through the Department of Public Health to perform Essential Services, where the Contractor has 20 or more employees. "Contractor" does not include hospitals licensed pursuant to the Illinois Hospital Licensing Act, 210 ILCS 85, or any hospital affiliate as defined by the Illinois Hospital Licensing Act, 210 ILCS 85/10.8(b), or any hospital licensed pursuant to the University of Illinois Hospital Act, 110 ILCS 330.

"Employee" means those employees directly performing Essential Services under a Contract. The term "Employee" excludes employees who work for the Contractor, but do not provide Essential Services under the Contract, management or supervisory or other employees who do not enjoy a right to engage in strikes, work stoppages, or other concerted activities.

"Essential Services" means health and social services.

"Labor Peace Agreement" means an agreement between a Contractor and a labor organization that

- (i) prohibits the labor organization and its members from engaging in work stoppages, boycotts, or any other activity that may interfere or hinder the performance of a Contract for the duration of the Contract; and
  - (ii) contains a means of resolving disputes between the Contractor and the labor organization.
- (b) Terms of Contracts.
- (1) The Commissioner, in the interest of preventing a disruption of Essential Services and protecting the City's financial and proprietary interest in the provision of such Essential Services, shall ensure that all Contracts that are entered into after the effective date of this section shall require:
- (A) written notice be provided by the Contractor to the Commissioner administering the Contract, or the Commissioner's designee, within 72 hours of when the Contractor:
- (i) becomes aware of any threatened, imminent, or actual strike, work stoppage, or other concerted activity that may interfere or hinder the work performed by Employees;
- (ii) is informed that Employees seek to be represented by a labor organization, join a labor organization, or otherwise elect to self-organize for the purpose of engaging in concerted activity;
- (iii) receives a notice or announcement from a labor organization that it represents or seeks to represent the Employees; or
- (iv) enters into a Labor Peace Agreement, Collective Bargaining Agreement, or the expiration or breach of any such agreement.
  - (B) that the Contractor shall not prohibit, retaliate, or otherwise coerce Employees with respect to rights guaranteed by the First Amendment of the United States Constitution or any other rights afforded by federal or state laws.
  - (2) Within 90 days of subsection (b)(1)(A)(ii) or subsection (b)(1)(A)(iii) occurring, that the Contractor enter into a Labor Peace Agreement with the labor organization.
  - (c) The provisions of subsection (b) shall be material terms of any Contract entered into by the City, the breach of which by a Contractor shall be grounds to terminate or decline to renew the Contract.
  - (d) A Contractor is in compliance with this Section 2-112-205 if (1) the Contractor remains in compliance with subsection (b), or (2) the Contractor and the Employees have a collective bargaining agreement with a labor organization, or (3) no labor organization represents or seeks to represent the Employees.

# **APPENDIX 1**

# **ePROCUREMENT**

This is an eProcurement Request for Proposals ("RFP"). Proposals (referred to as "proposals" throughout this document) are to be submitted through the City's "iSupplier" system, the City's eProcurement computer system for electronic proposal and providing Contractors with access to contract, ordering and payment information for their City contracts.

# 1. Obtaining the Proposal Documents

Respondents are solely responsible for obtaining all RFP Documents, including Clarifications and Addenda. Documents may be downloaded from the Department of Public Health ("CDPH") website at the following URL:

# http://www.cityofchicago.org/eProcurement

Click on "Current RFPs."

In order to receive notice of clarifications and addenda, Respondents must be registered for and log-in to iSupplier, search for the solicitation number, open the solicitation for review, and accept the disclaimer. This will sign Respondents up for notifications.

RFP Document Holders are listed on the Bid & Bond Room Opportunity Take Out List. The Opportunity Take Out List is public information and is posted to the CDPH web site at www.cityofchicago.org/TOL. To find Opportunity Take Out lists, go to "Get Started Online" and search by the specification number.

#### 2. Clarifications and Addenda

The City will send an email notification to Respondents who have indicated intent to respond to an RFP that an Addendum or Clarification has been issued. The Clarifications and Addenda incorporated into the electronic RFP document available at the following URL:

## https://www.cityofchicago.org/eProcurement

Respondents that have indicated interest in an RFP will receive email notification that an Addendum or Clarification has been issued. There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve a Respondents from the obligation to respond according to and comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Electronic acknowledgement of Clarifications and/or Addenda is mandatory to submit an electronic proposal. Any harm to the Respondents resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this RFP solicitation.

## 3. Questions Regarding the RFP Documents; Respondent Inquiry Deadline

All inquiries regarding the RFP Documents or procurement process may be directed to the Procurement Specialist in iSupplier via online discussion.

The Respondents Inquiry Deadline is listed on the front cover of the RFP Documents under "Deadline for Questions." Inquiries received after the Respondents Inquiry Deadline will not be answered except at the discretion of the Commissioner.

Respondents may only rely on written answers in a Clarification or in an Addendum duly issued by the Commissioner. Respondents cannot rely on oral or informal responses; such answers will not be binding upon the City.

## 4. Completion of the RFP Documents

Each Respondent must complete all of the forms listed on the RFP Submittal Checklist in the Requirements section and scan and upload them as attachments to the electronic proposal submission. Respondent may not change any of the RFP Documents. Any changes made by a Respondent to the Proposal Documents may result in rejection of the Proposal and will not be binding upon the City.

Respondents must submit their pricing as an attachment in the iSupplier system to be reviewed by the Evaluation Committee for consideration.

## 5. Date, Time, and Place

Proposals are to be submitted electronically to the Department of Public Health on the date and prior to the time stated on the Cover Page of the RFP Documents, or any addendum issued by the City to change such Proposal Due Date. No Proposal will be accepted after the Proposal Due Date. The time of the receipt of the Proposal will be determined solely by the "Time of Quote" generated by the iSupplier system.

#### 6. Technical Assistance

If you required technical assistance, go to <a href="https://www.cityofchicago.org/eProcurement">https://www.cityofchicago.org/eProcurement</a> click the "Help" tab.

## 7. Technical Difficulties

The Respondent is solely responsible for ensuring timely submission of their electronic solicitation proposal. Failure to allow adequate time prior to the Proposal Due Date to complete and submit a proposal to a solicitation, particularly in the event technical support assistance is required, places the Respondent and their proposal at risk of not being accepted on time. The Respondent is advised that the iSupplier system requires acknowledgement of a disclaimer and an electronic signature before a solicitation proposal is accepted. The Respondent is further advised that the iSupplier system checks for the completion of system-required fields before allowing the Respondent to electronically sign and submit their proposal electronically. Respondents who wait until nearly the time of Proposal Due Date may not be allowed to sign and submit their document due to missing required fields.

Should the respondent encounter technical difficulty with their proposal submission, the respondent must contact the City's eProcurement Help Desk at 312-744-HELP or customersupport@cityofchicago.org, Monday through Friday, 8:30 a.m. to 4:30 p.m., excluding City holidays.

#### **EXHIBIT 1: SCOPE OF SERVICES**

The Contractor shall provide robust public health services for COVID-19 and other high consequence pathogens, including: specimen collection, laboratory testing and result reporting; epidemiological data collection and reporting in compliance with federal, state and local reporting mandates, infection prevention and control consultations. Services will be provided primarily in congregate settings including long term care facilities (LTCF), homeless shelters and other settings for people experiencing homelessness, correctional facilities, youth homes, assisted living facilities and other settings of public health importance as identified by the City of Chicago ("City").

When responding to this proposal, Respondent must clearly state the following:

Respondent's ability to meet the minimum requirements of one (1) Congregate Settings Testing per week.

Provide CDPH with Contractor's maximum capacity for number of deployments for Congregate Settings Testing in a week. E.g. up to 3 Congregate Settings Testing deployments per week.

Provide pricing for services in Exhibit 2.

These services ("Services") shall include the following:

1. Specimen Collection, Laboratory Testing and Result Reporting

## A. At Congregate Settings

- a. Form specimen collection teams that can deploy to a range of different settings as directed by the City:
- Teams must include at least one clinician (physician or nurse)
- Teams must be available to deploy at least one pre-scheduled day per week (requested >72 hours in advance of deployment)
- Teams must have the ability to collect a range of clinical specimen types, including but not limited to respiratory specimens (e.g. anterior nasal or nasopharyngeal, sputum), blood, urine and stool specimens.
- Staffing will be sufficiently stable that staff on collection teams can be authenticated onto a secure REDCap portal
- Teams must be of sufficient size to collect epidemiological data for up to 100 patients and specimens per day of deployment up to:
  - 200 anterior nasal specimens (e.g. two SARS-CoV-2 nasal specimens per patient), OR
  - 200 lower respiratory specimens, OR
  - 200 axilla/groin specimens, OR

- 120 rectal specimens, OR
- 80 whole blood or serum samples, OR
- 180 urine samples, OR
- 160 stool samples, OR
- Any reasonable combination of the above or other specimen types as determined by discussion with the City.
- b. Work directly with site supervisor or manager at the congregate settings facility to schedule the timing, location and logistics for specimen collection;
- c. At the direction of the City, collect resident census and number of personnel working at facility on the date of specimen collection and document the number of residents and personnel tested;
  - d. Collect and report to City a line-list of individuals tested, as requested by the City;
- e. Assist site personnel with identification and where necessary isolation of symptomatic individuals identified on the day of testing;
- f. Where directed by the City, provide training to clinical staff at congregate setting facilities regarding proper testing specimen collection technique and requisition form completion to build site capacity for future testing;
  - g. Collect the name and contact details of the designated facility lead for results communication.

# B. Rapid Response Testing

- a. At the direction of the City, provide targeted specimen collection and/or testing services for up to 10 patients.
  - b. Rapid Response Testing may be requested >24 in advance of targeted testing event.

## C. At an Outpatient Clinic

- a. Operate an outpatient clinical setting to provide outpatient specimen collection capabilities, laboratory testing, and other public health actions as advised by CDPH for individuals designated by the City:
  - Clinic operations must be available at least one pre-scheduled day per week
  - Clinic must have the ability to collect a range of clinical specimen types, including but not limited to respiratory specimens (e.g. anterior nasal or nasopharyngeal, sputum), blood, urine and stool specimens.
  - Clinic must be of sufficient size to collect specimens and epidemiological data from up to 25 individuals per day

## D. Laboratory testing

- a. Obtain specimen sample(s) according to designated laboratory specifications, from facilities or individuals which the City will designate and direct Contractor for performance under this Agreement;
- b. Provide Contractor staff with all necessary personal protective equipment for proper collection of specimens per CDC quidance;

- c. For all individuals from whom specimens are collected, collect demographic and clinical information as directed by the City (e.g., patient identifiers, race/ethnicity, ambulatory status, isolation precaution status, symptoms, or comorbidities) and at the City's direction enter information into the City's REDCap reporting system;
- d. For all individuals from whom specimens are collected, electronically report test results by secure mail or other methods, to individuals and institutions' point of contact;
- e. Transport collected specimens and provide transport to available laboratory for processing and testing, or provide rapid diagnostic testing on site as directed by the City;
- f. Provide laboratory testing for a range of pathogens through an advanced clinical diagnostic laboratory or a reference diagnostic laboratory;
- g. For laboratory testing performed at Contractor's laboratory and for rapid diagnostic tests performed on-site, Contractor, at the direction of the City, shall obtain CLIA or CLIA-Waiver as applicable, report cases to INEDSS, the REDCap reporting systems developed by the City and shared with Contractor, or other method specified by the City;
- h. For testing performed at public health laboratories or other reference diagnostic laboratories, Contractor shall complete test requisition and submission in accordance with laboratory requirements and, at the direction of the City, create a record in REDCap or City reporting systems developed for this work and shared with Contractor for public health purposes;
- i. Provide test results to individuals (for outpatient testing) and designated facility leads (for congregate settings) by secure communication (e.g. encrypted email) within 24 hours of accession from the laboratory, including on weekends and holidays.

In addition to the requirements set forth above, Contractor shall:

- 1. maintain all required licenses and accreditation for the handling, transportation and storage of all specimens;
- 2. comply with Good Laboratory Practices; and
- 3. comply with the current CDC requirements and guidelines for Biosafety in Microbiological and Biomedical Laboratories.

REDCap Survey Reporting: Contractor agrees to collaborate with the City in developing a survey which shall be administered at the Site and subsequently recorded in the City's REDCap database, for public health purposes.

- j. Laboratory testing services will be performed at the pricing provided in Exhibit 2 when requested by the City;
- k. Task Orders will be used to request new laboratory services in addition to pathogen testing services listed in Exhibit 2, and upon mutual agreement with parties will develop a schedule of compensation for new pathogen testing services. Task Order Services or Task Orders will be used solely for requests for services involving different pathogens from those outlined in Exhibit 2 (Laboratory Testing line items). Each Task Order must be signed by the Commissioner and countersigned by an authorized signatory for Contractor, and Contract will be deemed to be modified to include the new services provided in the Task Order. The Parties will develop a schedule, upon mutual agreement, for each Task Order, which will establish expected deployment frequencies and, with respect to the laboratory services, the amount of compensation to be paid for each new pathogen. Contractor shall invoice the City for Task Order Services as set forth in the applicable Task Orders.

#### 2. Infection Prevention and Control Consultations

- a. Conduct on-site infection prevention and control assessments in facilities and provide brief infection and prevention control reports to the City by email, or other format as directed by the City;
  - b. Provide infection and prevention control guidance directly to facilities when deputized by the City.
- c. When requested, provide specialized infection prevention guidance and training to City staff, other City contractors, congregate setting staff, or other individuals or agencies as directed by the City.

## 4. Quantity of Services

Contractor shall work and coordinate, with the City and congregate setting facilities to reach the following services per week:

- 1. Testing and Infection Prevention services
- a. At least one specimen collection team available one day per week, including staff and equipment to collect up to 200 anterior nasal swabs or other specimen types as directed by the City, as described in Section 1.A.a.
- b. At least one outpatient clinical setting available for specimen collection one day per week, including staff and equipment to collect up to 25 anterior nasal swabs or other specimen types as directed by the City.

## 5. Equipment and Materials

a. Contractor is responsible for all equipment and materials including, but not limited to additional educational materials as needed, personal protective equipment (PPE) for Contractor's personnel, specimen collection materials other administration materials not provided by CDPH, data entry materials (e.g. computers and WiFi hotspots as needed and materials needed on-site to indicate testing in process (e.g., signage). d. Supplies for management of anaphylaxis per standard of care. Advanced life support and pharmacology on site.

## City Obligations

The City of Chicago ("City") shall provide the services as follows:

- 1. The City will assign facilities for Contractor to perform specimen collection services based on a prioritization scheme determined by the City.
- 2. The City will provide initial introductions between Contractor and facilities requiring specimen collection services.
- 3. The City will refer patients to the outpatient clinic for testing on designated days of operation.
- 4. The City will facilitate authentication onto a secure REDCap system

# **EXHIBIT 2: SCHEDULE OF COMPENSATION**

Specimen Collection and I	nfection Prevention Services
Description of service and compensation	Fee
Minimum Testing Deployment - CDPH can guarantee one deployment per month.1	
Additional Cost per Deployment - After first deployment in a month.	
Rapid Response Testing - Targeted specimen collection and/or testing services for up to ten (10) patients	
Cost for outpatient testing in a clinical setting per day (irrespective of specimen type, including reporting of results, excluding the cost of laboratory testing services)	
Cost per hour of clinical, public health and infection prevention guidance	

Laboratory Testing		
Description of Test	Cost Per Unit	
Gastrointestinal Profile, Stool, PCR		
Campylobacter culture		
Campylobacter jejuni antibody		
C difficile Toxins A+B, EIA:		
Salmonella/Shigella Screen		
Yersinia IgA/G/M, Immunoblot		
Stool Culture		
E coli Shiga Toxin EIA		
Cryptosporidium EIA		
Entamoeba Histolytica Ag, EIA		
Giardia lamblia Ag, EIA		
Ova and Parasites		
Respiratory Pathogen Profile, PCR		
Beta Strep Grp A culture		
L. pneumophila Serogp 1 Urine Antigen		
Legionella Species Culture		
Adenovirus Group Ab, Quantitative		
Adenovirus PCR Qual (NP Swab)		
Adenovirus qPCR (Plasma)		
Adenovirus, PCR Quant		
Norovirus, RT-PCR		
Rotavirus Ag, EIA		

<sup>&</sup>lt;sup>1</sup> Secondary contractors are not guaranteed this minimum level of utilization, and their services will be engaged on an ad hoc basis as determined by CDPH needs.

Enterovirus RT-PCR	
Influenza A/B Ab, Quant	
Influenza A and Influenza B, NAA	
2019 Novel Coronavirus (COVID-19) with Influenza A and Influenza B	
Influenza A and B, Direct Immunoassay	
2019 Novel Coronavirus (COVID-19), NAA	
2019 Novel Coronavirus (COVID-19) with Influenza A, Influenza B and Respiratory Syncytial Virus, NAA	
Viral Culture, Rapid, Influenza	
Viral Culture, General	
Viral Cult, Rapid, Respiratory	
B.pertussis, B.parapertussis PCR	
Chlamydia pneumoniae (lgG/lgM/lgA)	
Mycoplasma pneumoniae, lgG Ab	
Mycoplasma pneumoniae, lgM Ab	
Mycoplasma pneumoniae, PCR	
Fungus Culture with Stain	
Carbapenem-resistant Enterobacteriaceae Rectal Screen Culture	
CRE reflex tests: Sensitivity Organism 1	
Group A Strep Rapid Test	
Varicella-Zoster Abs, IgG/IgM	
Varicella-Zoster Ab, IgM	
Varicella-Zoster V Ab, IgG	
TB quantiferon	

# **EXHIBIT 3: COMPANY PROFILE INFORMATION**

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

(1)	Legal Name of Firm:
(2)	Doing Business under Other Company Name?
	If yes, Name of Company:
(3)	Headquarters Address:
(4)	City, State, Zip Code:
(5)	Web Site Address:
(6)	Proposed Role: 2 Prime 2 Subcontractor/Subconsultant 2 Joint Venture Partner
	2 Supplier or 2 Other:
(7)	Number of Years in Business:
(8)	Total Number of Employees:
(9)	Total Annual Revenues separated by last 3 full fiscal years:
(10)	Major Products and/or Services Offered:
(11) O	ther Products and/or Services:
(12) B	riefly describe your firm's strategy for Market Research and Consulting Services for clients:

(13) Briefly describe your firm's experience with Market Research and Consulting Services for clients:

# **EXHIBIT 4: COMPANY REFERENCES/CLIENT PROFILE INFORMATION**

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

(1)	Client Name:	
(2)	Address:	
(3)	City, State, Zip Code:	
(4)	Project Manager:	
(5)	Telephone Number:	
(6)	E-mail:	-
(7)	Number of Employees in Client Organization:	-
(8)	Project Scope of Services/Goals:	-
(9)	Contract Award Date: Completion Date:	
(10)	Initial Contract Amount: \$ Final Contract Amount: \$	
	Describe how the client's goals were met. Describe how the Market Research and Consulting Services additional pages, as necessary.	
(12)	Discuss significant obstacles to providing the required services and how those obstacles were overcom	e:
(13)	Is the client still utilizing the Market Research and Consulting Services?	

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What was the cost/financing structure of the contract?

(14)

#### **EXHIBIT 5: ECONOMIC DISCLOSURE STATEMENT AFFIDAVIT AND ATTACHMENT A**

ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE

# STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP), THE RESPONDENT(S) SHALL SUBMIT 2 DOCUMENTS:

1) A "CERTIFICATE OF FILING" EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

#### 1. ONLINE EDS FILING

#### 1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE

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

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

#### 1.2. ONLINE EDS WEB LINK

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

#### 1.3. ONLINE EDS NUMBER

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

EDS Number: \_\_\_\_\_\_

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

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

# 1.5. PREPARATION CHECKLIST FOR REGISTRATION

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

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

# 1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

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

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

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

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

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

#### 1.7. EDS FREQUENTLY ASKED QUESTIONS

#### Q: Where do I file?

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

#### Q: How do I get help?

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

# Q: Why do I have to submit an EDS?

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

#### Q: Who is the Applicant?

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

### Q: Who is the Disclosing Party?

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

# Q: What is an entity or legal entity?

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

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

- A: "Person" means a human being.
- Q: Who must submit an EDS?
- A. An EDS must be submitted in any of the following three circumstances:

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

- Q: What information is needed to submit an EDS?
- A: The information contained in the Preparation Checklist for EDS submission.
- Q: I don't have a user ID & password. Can I still submit an Online EDS?
- A: No. You must register and create a user ID and password before submitting an Online EDS.
- Q: What information is needed to request a user ID & password for Online EDS?
- A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.
- Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?
- A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.
- Q: I don't have an email address. How do I submit an Online EDS?
- A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or rnail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.
- Q: I forgot my user ID. Can I register again?

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

### Q: Who is the EDS Captain?

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

#### Q: Why do we need EDS Captains?

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

#### Q: Who is the EDS team?

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

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

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

#### Q: How do I complete an Online EDS?

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

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

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

#### Q: How do I attach documents?

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

### Q: Who can complete an Economic Disclosure Statement online?

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

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

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A

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

#### Q: Will my information be secure?

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

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

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

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

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

# Q: I have more questions. How can I contact the Department of Public Health?

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

#### Q: Can I save a partially complete EDS?

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

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

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

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

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

The Online EDS has been tested on Microsoft Edge, Internet Explorer 6.0 and 7.0 (Microsoft has sunset Internet Explorer (IE) and no longer supports this browser) and Firefox 2.0 and 3.0 on Windows XIP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

# ATTACHMENT A: ONLINE EDS ACKNOWLEDGEMENT ONLINE EDS ACKNOWLEDGEMENT

Under penalty of perjury, the undersigned: (1) warrants that the signatory was authorized to submit an EDS on behalf of the Disclosir Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this response, there have been changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurat or incomplete.  Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withhe and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other respondent or prospective respondent or with any other person, firm or corporation relating to the price named this proposal or any other proposal, nor any agreement or arrangement under which any ct or omission in restraining of fre competition among respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.  COMPANY NAME:  (Print or Type)  BUSINESS ADDRESS:  (Print or Type)  State of	The undersigned, hereby acknowledges having received including, Addenda Numbers (none unless indicated he shall be bound by all the terms and conditions contained attached to this response.	ere)		, and affirms	that the Respondent
and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other respondent or prospective respondent or with any other person, firm or corporation relating to the price named this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.  COMPANY NAME:  (Print or Type)  AUTHORIZED OFFICER SIGNATURE:  (Print or Type)  BUSINESS ADDRESS:  (Print or Type)  State of	Party on-line, (2) warrants that all certifications and stathe EDS was submitted on-line, and (3) further warranchanges in circumstances since the date that the EDS was	tements contained in nts that, as of the da	n the EDS are t ate of submiss	rue, accurate and onion of this respons	complete as of the date se, there have been no
(Print or Type)  AUTHORIZED OFFICER SIGNATURE:	and the information provided therein to the best of its k with any other respondent or prospective respondent this proposal or any other proposal, nor any agreement competition among respondents and has not disclose	knowledge is current a or with any other pe ent or arrangement	and the unders rson, firm or o under which a	signed has not ente corporation relating any act or omissio	red into any agreement g to the price named in n in restraining of free
AUTHORIZED OFFICER SIGNATURE:	COMPANY NAME:			_	
TITLE OF SIGNATORY:	(P	Print or Type)			
(Print or Type)  BUSINESS ADDRESS:	AUTHORIZED OFFICER SIGNATURE:				
(Print or Type)  BUSINESS ADDRESS:	TITLE OF SIGNATORY:				
(Print or Type)  State of (Affix Corporate Seal)  County of  This instrument was acknowledged before me on this day of, 20 by					
State of (Affix Corporate Seal)  County of  This instrument was acknowledged before me on this day of, 20 by	BUSINESS ADDRESS:				
County of  This instrument was acknowledged before me on this day of, 20 by a	(P	Print or Type)			
This instrument was acknowledged before me on this day of, 20 by a	State of (A	Affix Corporate Seal)			
	County of				
President (or other authorized officer) and as Secretary of (Company Name)	This instrument was acknowledged before me on this	s day of	, 20	_ by	as
	President (or other authorized officer) and	as	Secretary of		(Company Name)

Notary Public Signature: \_\_\_\_\_ (Seal)

# **EXHIBIT 6: INSURANCE REQUIREMENTS**

INSURANCE REQUIRMENTS ATTACHED

# EXHIBIT 7: 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. <u>Information Security</u>. Contractor agrees to the following:
  - 1.1. <u>General</u>. 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 https://www.hhs.gov/hipaa/for-professionals/breach-notification/guidance/index.html, or at Volume 74 of the Federal Register, beginning at page 42741. 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 processed, stored, and disposed of 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 https://www.chicago.gov/content/dam/city/depts/dti/pdfs/ISTP.pdf ("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. <u>Undertaking by Contractor</u>. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.
- 1.7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.
- 1.8. <u>Audit by Contractor</u>. 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. <u>Audit Findings</u>. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the
- 1.10. <u>Demonstrate Compliance PCI.</u> 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. <u>Demonstrate Compliance HIPAA / HITECH.</u> 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. <u>Data Confidentiality</u>. 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. <u>Limitation of Access</u>. 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 verity 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. <u>Data Re-Use</u>. 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. <u>Safekeeping and Security</u>. 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. <u>Data Breach</u>. 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 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. <u>Data Sanitization and Safe Disposal</u>. 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 8: SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)**

# **SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)**

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

Contract title:_		_
Specification #:	<u>:</u>	

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment in compliance with Section 6-10-040 of the MCC.

In accordance with Section 6-10-040 of the MCC, Contractor's written policy prohibiting sexual harassment shall include, at a minimum, the following information:

- (i) a statement that sexual harassment is illegal in Chicago;
- (ii) the following definition of sexual harassment: "'Sexual harassment' means any (i) unwelcome sexual advances or unwelcome conduct of a sexual nature; or (ii) requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment; or (iii) sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority, or misuse of an individual's employment position.";
- (iii) a requirement that all employees participate in: (1) sexual harassment prevention training annually, (a) Employees shall participate in a minimum of one hour of sexual harassment prevention training annually, and (b) Anyone who supervises or manages employees shall participate in a minimum of two hours of sexual harassment prevention training annually, and (2) one hour of bystander training annually;
- (iv) Examples of prohibited conduct that constitute sexual harassment;
- (v) Details on: (1) how an individual can report an allegation of sexual harassment, including, as appropriate, instructions on how to make a confidential report, with an internal complaint form, to a manager, employer's corporate headquarters or human resources department, or other internal reporting mechanism; and (2) legal services, including governmental, available to employees who may be victims of sexual harassment; and
- (vi) A statement that retaliation for reporting sexual harassment is illegal in Chicago.

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

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

Name of Contractor:	
(Print or Type)	
Signature of Authorized Officer:	
(Signature)	
Title of Signatory:	
(Print or Type)	
State of	
County of	
Signed and sworn (or affirmed) to before me on (d	late) by
(name/s of person/s making statement).	

(Signature of Notary Public)

(Seal)

# **EXHIBIT 9: SAMPLE PROFESSIONAL SERVICES AGREEMENT**

SAMPLE PROFESSIONAL SERVICES AGREEMENT ATTACHED

# Exhibit 10

# Registration and Submittal of Certificate of Insurance through myCOI

You will receive a registration e-mail from registration@myCOItracking.com. Please follow the instructions in the e-mail to complete your registration with myCOI. Outlined within this exhibit are step by step instructions on how to register.

Contractor's organizational contact for this contract and insurance related matters as well as your insurance agent's contact information will be needed for registration.

You do not need to provide a certificate of insurance during your registration; myCOI will work with your agent using the information provided during registration to obtain the certificate of insurance directly from your agent.

Once the certificate of insurance is submitted by your agent and is approved for compliance by myCOI notification will be provided.

Please add the following e-mail addresses to your safe sender list to ensure you receive all e-mail communication from myCOI: registration@myCOItracking.com, certificaterequest@myCOIsolution.com

If you have any questions, please contact myCOI directly at 317-759-9426, Ext. 105 or via e-mail at support@myCOItracking.com.



# The Vendor Registration Process

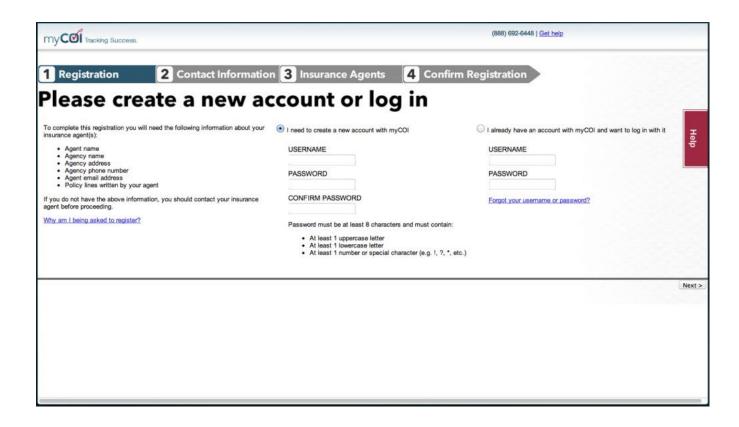
myCOI's vendor registration takes approximately five minutes to complete. You, as the vendor, will set-up your sign-in information and provide some basic contact information for your insurance agent.

From here, you will not be contacted by myCOI unless your insurance agent is not responsive to our requests. This five minute registration process is intended to replace the hours of frustration vendors can experience when they are placed in the middle of communications between their insurance agent and a compliance administrator.

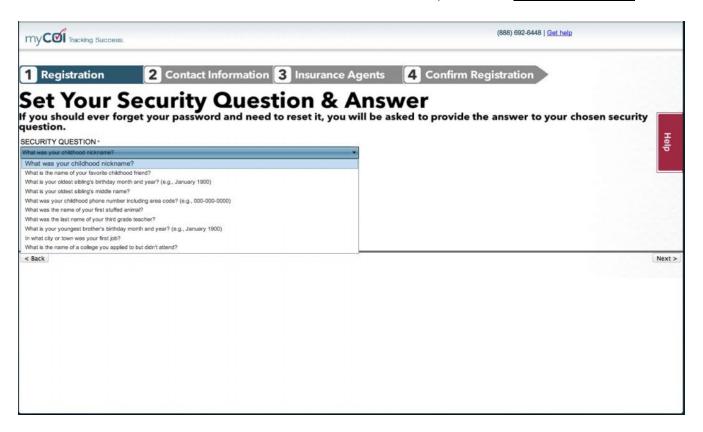


The process begins with you receiving a registration invitation from myCOI. Selecting the "Click Here to Register" link will begin take you directly to the registration page.

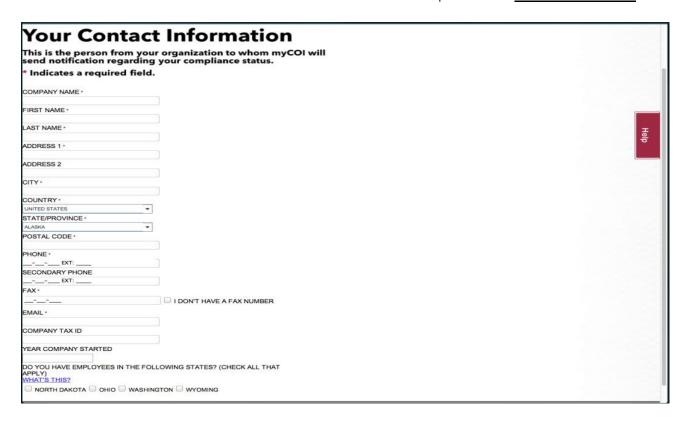
The first page of the registration will ask you to set up a user name and password.



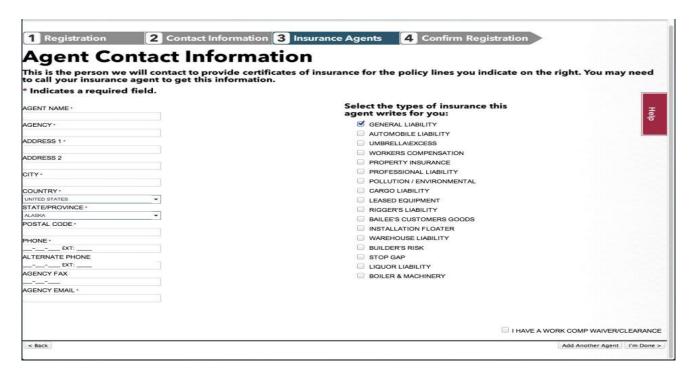
Next, you will then set a security question.



The next part of the registration will ask you to review and confirm that the contact information myCOI has on file is correct. If the information is incorrect, you will revise the information on this screen before moving forward.



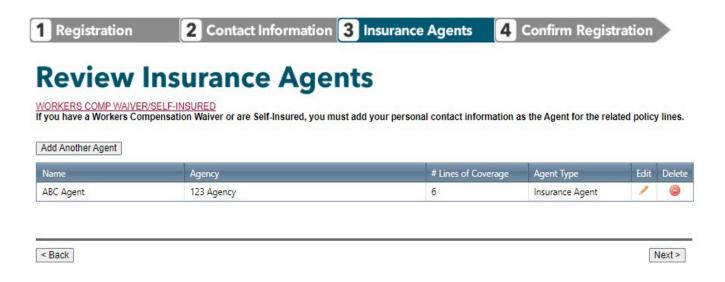
Next you will be asked to add your insurance agent contact information and select the policy lines the insurance agent writes for you. If you have multiple insurance agents, there is an "add another agent" button located at the bottom of the screen.



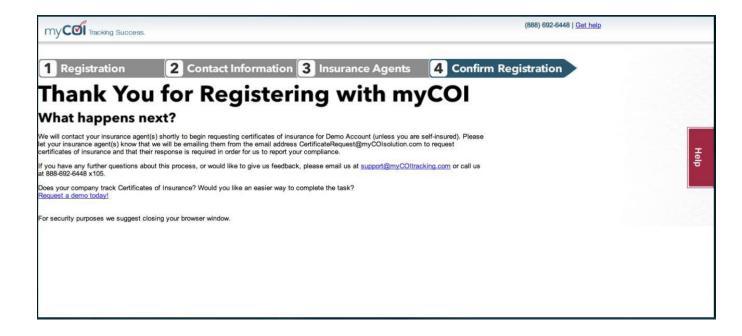
Once you are finished adding your insurance agent(s), click the "I'm Done" button.

Including the agent's correct <u>email address</u> and selecting the correct <u>types of insurance</u> the agent writes is critical to myCOI's success in obtaining the necessary insurance documents.

On the next screen, you will be able to confirm the information you entered for your insurance agent(s). You are able to go back and revise the information if needed. Once you have confirmed that all insurance agents have been added and all data is correct, click the "Next" button.



This completes the myCOI registration process! The myCOI system will automatically reach out to your insurance agent(s), using the email address you provided during registration, to obtain a copy of the certificate of insurance and any other necessary insurance related documents.



# Need more help?

Our myCOI Care Team is always there for you!

1-317-759-9426 ext 105

support@myCOltracking.com