REQUEST FOR PROPOSAL ("RFP") FOR HEALTH PREPAREDNESS SUPPLIES AND RELATED SERVICES FOR THE CITY OF CHICAGO

Specification No. 120185

Required for use by:

CITY OF CHICAGO
(**Chicago Department of Public Health)**

This RFP distributed by:

CITY OF CHICAGO
(Department of Procurement Services)

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

Jamie L. Rhee, Chief Procurement Officer
Attention: Irma Yamili Lara, Assistant Procurement Officer
Email: irma.lara@cityofchicago.org
Telephone: (312) 744-9781

Department of Procurement Services
Bid & Bond Room - Room 103, City Hall
121 North LaSalle Street, Chicago, Illinois 60602

A Pre-Proposal Conference will be held on:
July 8, 2016 at 2:00 P.M. Central Time,
in City Hall, 121 N. LaSalle, Room 1103
Chicago, Illinois 60602

Attendance is Non-Mandatory, but encouraged.

PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 p.m., CENTRAL TIME, ON AUGUST 11, 2016

RAHM EMANUEL	**JAMIE L.RHEE**
MAYOR	**CHIEF PROCUREMENT OFFICER**

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Dear Vendor:

Under the leadership of Mayor Rahm Emanuel, the City continues to identify ways contractors can be good corporate citizens, enhance the City's business community, and improve small businesses' chances of being successful City contractors. The City has several bid incentives and programs designed to benefit local businesses, small businesses and utilization thereof, and reward corporate responsibility and community awareness, including bid incentives for apprentice utilization, city-based businesses, city-based manufacturers, project-area subcontractors, veteran/small business joint ventures, and the use of alternatively powered vehicles, as well as the diversity credit program. Information about all of the City's programs and incentives can be found at www.cityofchicago.org/city/en/depts/dps/provdrs/comp.html.

One program that you may not be aware of is the City's Mentor-Protégé Program ("Program"). Under this Program, a prime contractor mentor is eligible to receive an additional 0.333 percent participation credit for every one percent of the value of the contract performed by a subcontractor MBE/WBE protégé, up to a maximum of five additional percentage points of utilization credit. The mentor and protégé must enter into a formal, written agreement that must be approved by the Chief Procurement Officer and that describes how the mentor-protégé relationship will develop the capacity of the MBE/WBE protégé firm to become self-sufficient, competitive, and profitable.

The Mentor-Protégé Program thus embodies two of the City's most important goals: fostering economic development through the growth of small businesses, and connecting our communities to one another through lasting relationships that may not otherwise have formed. We encourage you to make connections at pre-bids and other networking events, contact the assist agencies[1] for vendors specializing in the area of work you are looking to subcontract, and search our MBE/WBE directory online, with the hope that you will take advantage of this Program. For more information and a sample mentor-protégé agreement, see www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/DPSPolicyMentorProtege102914.pdf.

Please also review the following additional reminders about bidding, contracting, and compliance.

Please read Instructions for Bidders, Requests for Proposals and Requests for Qualifications carefully. We understand that government solicitations for bids, proposals and qualifications contain a lot of information and may have mandatory forms to complete. However, errors and omissions in your bids, proposals and qualifications cost both you and the City time and money, since non-responsive bids must be rejected. Rejected bids may result in your firm not getting the contract and increase the cost of work to the City.

[1] For a list of assist agencies, visit www.cityofchicago.org/content/dam/city/depts/dps/Outreach/AssistAgencies082015.pdf.

If you have a question, ask us. The telephone number and e-mail address of the individual from DPS who is responsible for each solicitation is stated on the cover page of that solicitation. Call or write us – we are here to assist you. However, please keep in mind that in regards to bid solicitations, we must communicate answers to anything but the most general questions to all firms in the vendor pool. This is usually done via an addendum.

The City remains committed to the development and utilization of small, minority, women and disadvantaged owned businesses. In each bid solicitation, you receive a list of the City's registered assist agencies. As you plan for meeting your MBE/WBE goals, remember to contact the assist agencies. They have members holding certification in a variety of disciplines. Please utilize them whenever you have contracting needs. In fact, contacting these agencies *well in advance of the bid opening date* is a requirement for demonstrating good faith efforts to obtain MBE/WBE participation if you request a reduction or waiver of goals.

All subcontractors must be approved by the Chief Procurement Officer. A contractor may not make any substitution for a previously approved subcontractor unless the substitution is acceptable to the Chief Procurement Officer. All requests to substitute subcontractors must be submitted on the appropriate form.

You must pay all subcontractors and suppliers within seven days of your receiving payment for that portion of the work from the City. Failure to pay your subcontractors within the seven-day time period may subject you to fines or other penalties.

Vendors are required to report payments to all subcontractors and suppliers in C2. The City's Certification and Compliance Management system, C2, allows prime contractors to report M/W/DBE utilization quickly and efficiently through a web-based format while simultaneously allowing subcontractors the ability to confirm payment activity.

EDSs must be kept up to date. Vendors are required to fill out an Economic Disclosure Statement ("EDS") prior to award of a contract. Until final completion of the project, you must provide, without need for request by the City, an updated EDS if there is any change in ownership or change in any other circumstance that would render the EDS then currently on file inaccurate or obsolete. Failure to provide an updated EDS when required is an event of default.

Persons who lobby City government are required to register as a lobbyist with the Board of Ethics and submit activity reports every quarter. For more information regarding this requirement, please contact the City of Chicago Board of Ethics. Information about the Board may be found at www.cityofchicago.org/ethics.

Check the Debarred Vendor List. Prior to submitting a bid, or for existing contracts, a request for approval of subcontractors, you must check the list of debarred vendors to make sure that you are not proposing the use of a firm that is ineligible to do business with the City. The list of vendors ineligible to do business with the City may be found at www.cityofchicago.org/city/en/depts/dps/provdrs/debarred_firms_list.html.

Comply with prevailing wage and minimum wage requirements. Pursuant to the Illinois Prevailing Wage Act, (or Davis Bacon Act for federally funded contracts), contractors and subcontractors must pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed and, no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public

body in charge of the project. Additionally, pursuant to Mayoral Executive Order 2014-1, the minimum wage ($13.00/hour as of October 1, 2014) must be paid to all employees regularly performing work on City property or at a City jobsite, and all employees whose regular work entails performing a service for the City under a City contract. For more information about the prevailing wage, visit www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. For a copy of Mayoral Executive Order 2014-1 regarding minimum wage, visit www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/ExecutiveOrderNo2014-1.pdf.

Comply with the United States Department of Labor Occupational Safety & Health Administration ("OSHA") laws and regulations. Under the Occupational Safety and Health Act, employers are responsible for providing a safe and healthful workplace. OSHA's mission is to assure safe and healthful workplaces by setting and enforcing standards, and by providing training, outreach, education and assistance. Employers must comply with all applicable OSHA standards. Employers must also comply with the General Duty Clause of the OSH Act, which requires employers to keep their workplace free of serious recognized hazards. For more information, visit www.osha.gov/law-regs.html.

Comply with the Multi-Project Labor Agreement ("PLA"). The City is a signatory to the PLA, which applies to all contractors and subcontractors of any tier performing construction work, including construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago. See the relevant sections of the bid specification for more information.

Assistance in meeting the City's requirements for project area labor is available through the Chicago Cook Workforce Partnership. On construction projects of $100,000 or more, at least 50% of the total hours worked must be provided by City residents, and at least 7.5% of the hours worked must be provided by residents of the project area. The City and Cook County have partnered to provide job training and collaborate with unions, among other workforce development initiatives. For more information and to request assistance with complying with Chicago residency and project area residency requirements, visit www.workforceboard.org/businesses or call (312) 603-7066.

I also want to remind you that on December 2, 2014, the City Council of the City of Chicago passed a new chapter of the Municipal Code, 1-24, specifying a minimum wage of $10.00 per hour to be paid to all workers within the City of Chicago – not just employees of City contractors – effective July 1, 2015. For work performed on City contracts, a Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-1 (currently at $13.00 per hour); (3) "Living Wage" rate specified by MCC Sect. 2-92-610; (4) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (5) the highest applicable State or Federal minimum wage.

Please take a moment to fill out the **optional** survey that follows this letter to help us gain a better understanding of your firm. Thank you for your attention to these important matters, and we look forward to partnering with you on future City contracts.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

PLEASE NOTE: Do **not** return this survey with your bid, as it is optional and does not affect the evaluation of your bid. If you choose to complete the survey, please fax it to 312-744-0010 or email it to dps.feedback@cityofchicago.org.

Vendor Name ("Vendor"): _____

Date: _____

(1) Does Vendor have a formal tracking and reporting system of energy/utility/waste/water usage to identify trends and unusual fluctuations and usage?

_____

(2) Does Vendor have an awareness program for energy conservation that includes regular communication to employees about avoiding wasteful practices and encourages turning off lights and other devices when not in use?

_____

If so, are reminder signs posted in appropriate locations? _____

(3) Has a policy or practice been adopted to avoid or prohibit the use of high energy-consuming outdoor advertising (such as LED billboards)?

_____

(4) Are employees instructed to shut down personal computers at the end of each work period?

_____

Are computers set to turn off monitor, hard drive, or go on standby after 30 minutes or less of inactivity, or are network/system controls used to minimize energy use in idle work stations?

_____

_____

(5) Are supplies and cleaning products chosen based on a goal of minimizing harmful or hazardous contents?

_____

_____

(6) Is preference given whenever practicable to local suppliers and products produced locally or regionally?

_____

_____

(7) What percentage of Vendor's full-time employees identify as:

a. White _____%

b. Black or African-American _____%

c. Hispanic _____%

d. Asian _____%

e. Other _____%

(8) What percentage of Vendor's full-time employees identify as:

a. Male _____%

b. Female _____%

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REQUEST FOR PROPOSAL ("RFP")

for

HEALTH PREPAREDNESS SUPPLIES AND RELATED SERVICES FOR THE CITY OF CHICAGO

Specification No. 120185

1 GENERAL INVITATION

1.1 Purpose of the Request for Proposal

The City of Chicago ("City"), acting through its Chicago Department of Public Health ("Department") invites the submission of proposals from firms with expertise and experience in providing the administration, fulfillment, delivery, data management, system connectivity and customer service for Health Preparedness Supplies and Related Services as described in Exhibit 1 of this RFP.

Companies with demonstrated experience in this area and with an interest in making their services available to the City of Chicago are invited to respond. For purposes of this RFP, **Chief Procurement Officer** ("**CPO**") means the Chief Procurement Officer for the City of Chicago. "**Commissioner**" means Chief Executive Officer of the Chicago Department of Public Health. "**Respondents**" means the companies or individuals that submit proposals in response to this RFP. The documents submitted will be referred to as "**Proposals**."

The purpose is to find a qualified company to provide services identified in this RFP in the most cost-effective, professional and efficient way to all Agencies within the City. The City of Chicago reserves the right to award multiple contracts or no contract as a result of this RFP.

The Services contemplated are professional in nature. The selected Respondent ("**Contractor**") acting as an individual, partnership, corporation or other legal entity, must be of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and is governed by professional ethics in its relationship to the City. All reports, information, or data prepared or assembled by the Contractor under a contract awarded pursuant to this RFP are confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval of the City. Any contract resulting from this RFP document will contain a provision requiring confidentiality on the part of Contractor.

The Contractor must be financially solvent and each of its members if a joint venture, its employees, agents or subcontractors of any tier must be competent to perform the Services required under this RFP document.

1.2 Downloadable RFP Documents

All materials related to the RFP will be available on the internet at the following links:

- RFP Document (PDF) http://www.cityofchicago.org/bids
- Exhibit 3: Cost Proposal for Health Preparedness Supplies (Microsoft Excel) http://www.cityofchicago.org/bid
- Exhibit 7: City of Chicago Sample Professional Services Agreement and Supply Terms (Microsoft Excel) http://www.cityofchicago.org/bid
- Clarifying Questions Template (Microsoft Excel) http://www.cityofchicago.org/bid

Excel is provided as a convenience. Respondent is solely responsible for the accuracy of any submission, including any formulas.

If you do not have internet connectivity, all materials may be obtained from the City of Chicago Department of Procurement Services' Bid & Bond Room, located in Room 103, City Hall, 121 N. LaSalle in Chicago, IL 60602.

A Respondent who chooses to download a RFP solicitation instead of picking it up in person will be responsible for checking the aforementioned web site for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the web site shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing proposals. Note that there may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Respondents are responsible for obtaining all RFP materials. If Respondent chooses to download and print the RFP document, the Respondent must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by emailing BidandBond@cityofchicago.org to register Respondent's company as an RFP document holder, which will enable the Respondent to receive any future clarifications and/or addendum related to this RFP.

2 BACKGROUND

The City of Chicago, Office of Emergency Management and Communications (OEMC) and the Chicago Department of Public Health (CDPH) are active participants in Urban Areas Security Initiative (UASI) and the Centers for Disease Control and Prevention (CDC's) Cities Readiness Initiative (CRI) which are federally funded programs designed to enhance preparedness in the nation's largest cities and metropolitan statistical areas (MSA's) where more than 50% of the U.S. population resides. Through CRI, state and large metropolitan public health departments have developed plans to respond to a large-scale bioterrorist event by dispensing antibiotics to the entire population of an identified (MSA) with 48 hours. Current planning doctrine and Federal requirement has identified the need to maintain a local cache of preparedness assets; immediately deployable and a Vendor Managed Inventory of public health / emergency supplies that can be deployed within 2 hours of the notification of the need for additional material.

CDPH, in maintaining an emergency preparedness posture of cached medical material, supplies, and equipment requires "a contractor" to maintain all assets in a constant state of readiness, with a pre-determined number of kits, palletized, packaged and positioned to

respond to a wide range of events. The Department has elected to prepare kits containing the necessary elements to open and support emergency response dispensing or vaccination centers. The necessary elements are assembled according to their planned use in up to five differently color coded configurations. The current vendor be able to dispatch, furnish and deliver freight onboard (FOB) any number of kits within two hours of notification to possibly 200 locations within the City of Chicago, depending upon the scope of the emergency. Pre-determined pallets of public health or emergency supplies will be used for evolving city wide preparedness responses, emergency medical situations and for training/exercises carried out by the City of Chicago. The contractor must have immediate access to purchase medical materiel and pharmaceuticals for replacement of items due to expiration or consumption during normal business or emergency operation scenarios. The contractor must have immediate access to Mass Care materials, associated to OEMC mission areas. These include but are not limited to: Cots, Pillows, Hygiene kits, etc. This preparedness profile was put into place to ensure an immediate response capability, supported by internal cached assets meeting specific response needs (vaccination versus oral medication) deployments.

3 DEFINITIONS

"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 Exhibit 7.

"Chief Procurement Officer" ("**CPO**") means the Chief Procurement Officer for the City of Chicago.

"Commissioner" means the Chief Executive Officer for the City of Chicago, Department of Public Health or the Executive Director of the Office of Emergency Management and Communication (OEMC) and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this contract.

"Contractor" means the entity awarded a contract pursuant to the City's RFP process, and includes the Contractor's subcontractors.

"Department" means the City of Chicago Department of Public Health (CDPH), Office of Emergency Management and Communications (OEMC) and other participating City Departments.

"DPS" means the City of Chicago Department of Procurement Services.

"**Proposals**" means the documents submitted in response to this RFP.

"Respondent" means the individuals or business entities submitting a proposal in response to this RFP.

"**Selected Respondent" or** "**Contractor**" means the entity awarded a contract pursuant to the City's RFP process, and includes the Contractor's subcontractors.

4 SCOPE OF SERVICES

4.1 Scope of Services

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

4.2 Contract Term

The initial contract term will be sixty (60) months from the date on which a contract is awarded by the City and two option years, which may be used at the discretion of the City. A copy of a Sample Professional Services Agreement and Supply Terms are attached as Exhibit 7. The City may from time to time revise its terms and conditions. Respondent must identify any objections that it has to this Agreement in its response.

The City has the option to unilaterally extend the term of this Contract following the expiration of the Initial Term, for up to twenty-four (24) months, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The option may be exercised as a single twenty-four (24) month extension or as up to two separate extensions, each with a term no less than twelve months.

5 GENERAL INFORMATION AND GUIDELINES

5.1 Communications between the City of Chicago and Respondents

A. Submission of Questions or Requests for Clarifications
Respondents must communicate only with the Department of Procurement Services. All questions or requests for clarification must be submitted to the following e-mail address: irma.lara@cityofchicago.org. All questions and requests for clarification must be submitted no later than 4:00 p.m. Central Time on July 15, 2016. Respondents are encouraged, but not required, to submit questions 1 week prior to the scheduled Pre-Proposal Conference.

All questions and requests for clarification must be submitted via email using the subject line of the e-mail as "Questions and Request for Clarification" about the RFP, and are "Not a Proposal" and must refer to ""*Request for Proposal ("RFP") for Health Preparedness Supplies and Related Services, Specification No. 120185*." Telephone calls will not be accepted unless the questions are general in nature.

B. Pre-Proposal Conference
The City will hold a Pre-Proposal Conference in City Hall, 121 N. LaSalle, Room 1103, Chicago, Illinois 60602, at 2:00 p.m. on July 8, 2016. All parties interested in responding to this RFP are urged to attend in person. The City requests that all parties planning on attending the Pre-Proposal Conference notify Irma Yamili Lara, Assistant Procurement Officer prior to the Pre-Proposal Conference. The e-mail communication shall include the names, titles, email address and phone number of each attendee.

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 emailed prior to the deadline for receipt of questions per Section 5.1.A.

5.2 Deadline and Procedures for Submitting Proposals

A. To be assured of consideration, Proposals must be received by the City of Chicago in the City's Bid & Bond Room (Room 103, City Hall) no later than 4:00 p.m. Central Time on August 11, 2016. The Bid & Bond Room can be reached at 312-744-9773.

B. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section 5.2.A above. Only the Chief Procurement Officer ("CPO") is empowered to determine whether to accept or return late Proposals. No additional or missing documents will be accepted after the due date and time, except as may be requested by the Chief Procurement Officer.

   Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Proposals must be placed in the depository located in the Bid & Bond Room located in Room 103, City Hall. The time of the receipt of all Proposals to this RFP will be determined solely by the clock located in the Bid & Bond Room of City Hall. It is Respondent's sole responsibility to ensure that the Proposal is received as required.

C. Proposals must be delivered to the following address:

   Jamie L. Rhee, Chief Procurement Officer
   City of Chicago
   Department of Procurement Services
   Bid & Bond Room
   Room 103, City Hall
   121 North LaSalle Street
   Chicago, Illinois 60602
   Attention: Irma Yamili Lara, Assistant Procurement Officer

D. Respondents must submit the following Proposal Items:

	Proposal Item	**Quantity**
1.)	Original Copy – Paper	1
2.)	Electronic Copy – USB drive or CD-ROM (in PDF format for written content and graphics, and source format for all submissions where Respondent enters data on an Excel spreadsheet)	5
3.)	Redacted Electronic Copy – USB drive or CD-ROM (in PDF format for written content and graphics, and source format for all submissions where Respondent enters data on an Excel spreadsheet)	1

The original Proposal must be clearly marked as "ORIGINAL". All documents requiring a signature must bear the original signature of Respondent's authorized signatory. Respondent must enclose all documents in clearly labeled sealed

envelopes or boxes. Electronic copies must be exact duplicates of the original Proposal.

E. The outside of each sealed envelope or package must be labeled as follows:

Proposal Enclosed
Request for Proposal (RFP) for Health Preparedness Supplies and Related Services for the City of Chicago
Specification No.: 120185
Due: 4:00 p.m., August 11, 2016
Submitted by: (Name of Respondent)
Package ____ of ____

F. The City's opening of Respondent's sealed envelope(s) or package(s) containing a Proposal shall neither be deemed nor constitute acceptance by the City of Respondent's Proposal. The City reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if the same were submitted by the due date and time specified herein, for any purpose, including without limitation, determining the particular RFP to which Respondent has responded, determining if a Proposal was submitted by the date and time specified in this RFP, and in order to determine a Respondent's return address.

5.3 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:

- Search MBE/WBE Directory Database
- Pre-Bid/Proposal Conference Attendees
- Addendums and Exhibits, if any

5.4 Procurement Timetable

The timetable for the RFP solicitation process 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 27, 2016
Non-Mandatory Pre-Proposal Conference	July 8, 2016
Proposal Questions Due	July 15, 2016
Proposals Due	August 11, 2016

5.5 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 desires remain confidential.

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

A. Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."

B. 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."

C. Provide a CD-ROM with a redacted copy of the entire Proposal or submission in .pdf format 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 provide a CD-ROM with 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.

6 PREPARING PROPOSALS: REQUIRED INFORMATION

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

6.1 Format of Proposals

Hardcopy proposals must be prepared on US letter size paper, printed double-sided, and bound on the long side. The City encourages the use of reusable, recycled, recyclable and chlorine free printed materials for bids, proposals, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged. No materials will be returned. Submit 1 hardcopy original and 5 electronic copies and 1 Redacted electronic copy in a searchable pdf format (on USB-drives or CD-ROMs) of the Proposal. If applicable, Pricing / Cost Proposal completed in Excel and Product Catalogs must be submitted in both Electronic and Hard Copy.

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth in Section 6.2. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be

clear, concise and well organized. Respondent is strongly discouraged from including marketing promotions or materials not related specifically to the focus of this RFP.

6.2 Required Content of Proposals

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 Itemized Cost Proposal in Exhibit 3 is required to facilitate equitable comparisons.

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

6.2.1 Cover Letter

Respondent(s) must submit a cover letter signed by an authorized representative of the entity committing Respondent to provide the Services as described in this RFP in accordance with the terms and conditions of any contract awarded pursuant to the RFP process. The cover letter must:

(i) Indicate the number of years the entity has been in business, and provide an overview of the experience and background of the entity and its key personnel committed to this project.

(ii) Identify the legal name of the entity, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), and the names of its principals or partners and authority to do business in the State of Illinois with most recent documents filed with and obtained from the Secretary of State.

(iii) Indicate the name and telephone number(s) of the principal contact for this proposal, oral presentation, site visit, product/system demonstration or negotiations.

(iv) Summarize the Respondent's commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Minority Business Enterprise (**MBE**) and Women Business Enterprise (**WBE**) Commitment attached to this RFP as Exhibit 4.

(v) Include any objections or comments regarding the City of Chicago Sample Professional Services Agreement and Supply Terms per web link posting in Exhibit 7 of the RFP.

(vi) Acknowledgement of addendum, if any, issued by the City

6.2.2 Executive Summary

Respondent must provide an executive summary which shows its understanding of the City's intent and objectives and how Respondent's Proposal would achieve

those objectives. The summary must discuss Respondent's plan for implementing, administering, and monitoring the Services; approach to project management; strategies, tools and safeguards for ensuring performance of all required Services; equipment, software and firmware considerations; training and on-going support if applicable; and any additional factors for the City's consideration.

6.2.3 Professional Qualifications and Specialized Experience

Respondent must describe its previous experience on recent projects of similar type, scope and magnitude; identifying both private sector and public sector work. Respondent must include adequate detail about each project referenced, including a brief description of the project, the date when the project was performed and completed, the location of the project, the nature and extent of Respondent's involvement, the total dollar value of the project, the key personnel involved and their roles, and client reference information for the project.

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

A. Company Profile Information (See Exhibit 2)

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

(i) Schedule B as shown in Exhibit 4, if joint venture or partnership includes City of Chicago or Cook County certified MBE/WBE firms(s), as applicable.

(ii) Separate Economic Disclosure Statement and Affidavit ("EDS") completed by each partner and one in the name of the joint venture or partnership as shown in Exhibit 5.

(iii) Insurance certificate in the name of the joint venture or partnership business entity.

B. Company Reference / Client Profile Information (See Exhibit 2)

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

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

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 should provide a summary of current and future projects and commitments and include project completion dates. Identify what percentage of the services will be performed utilizing your own workforce, equipment and facilities. Indicate 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. If Respondent is not currently "doing business" in Illinois at the time of submission, it is not required to show corporate good standing in Illinois with the proposal; Respondent should so indicate, and provide evidence of good standing for its state of organization, and primary state of operation, if different. Corporate good standing in Illinois will be required for award of any contract. 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: www.cityofchicago.org/businessaffairs

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

6.2.4 Implementation Plan for the Services

Respondent must include a comprehensive and detailed description of the process by which it will provide the Services as described in this RFP, including a plan for implementing and managing the Services.

A. Approach

The Respondent shall provide a description of their approach to addressing the emergency preparedness supply requirements described in Exhibit 1 – Scope of Services, in the form of an implementation and management plan.

The Respondent must address each of the above areas as described in Exhibit 1 – Scope of Services. The Respondent must at a minimum respond to each of the requirements outlined in the Scope of Services, and describe any deviations from requirements or additional scope in the Respondent's implementation plan.

B. Organization Chart

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

- A 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 entities in a team or joint venture for each task/work activity must be described.

C. Dedicated Resources

- Describe facilities, equipment, personnel, communication technologies and other resources available for implementing the proposed Services.

- Staffing Plan. 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.

Respondent must provide the following information associated with the staffing plan:

(i) Summary of the key personnel who will be dedicated to the Services as proposed and local availability.

(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.

6.2.5 Cost Proposal Detail

The City is requesting detailed information regarding the costs for the Services required. Using Exhibit 3, “Pricing Proposal Health Preparedness Supplies,” provide details in the cost proposal. Respondent is responsible for disclosing any charges or fees not listed on the cost proposal that the City of Chicago would incur with the Respondent, before, during, and after the implementation.

For purposes of comparing costs between Respondents, Respondents should not deviate from the compensation methods outlined in Exhibit 3. The City reserves the right to negotiate a final fixed price, terms and conditions with selected Respondent.

If Respondent would like the City to apply, in evaluating Respondent's pricing, the (1) City Based Business Preference, or (2) Incentive for Alternatively Fueled Vehicles, or (3) Incentive for Joint Ventures between Veteran-Owned Business Enterprises and Small Business Enterprises, Respondent must submit the applicable affidavit(s) with its proposal. A description of these preferences and affidavits may be found in Exhibit 10.

6.2.6 Minority and Women Business Enterprises Commitment

Respondent must complete and submit the forms that are attached to this RFP in Exhibit 4 to evidence Respondent's proposed MBE/WBE participation in some aspect of the contract. The current Minority Business Enterprise (MBE) participation goal is 25%, and the current Women Business Enterprise (WBE) participation goal is 5% of the total contract value.

Respondent must submit a completed Schedule D-1 and obtain a separate Schedule C-1 completed and signed by each proposed MBE and WBE firm describing the services to be provided. With each Schedule C-1 form, Respondent should submit a current Letter of Certification issued by the City of Chicago or Cook County. The proposed MBE or WBE firm must be certified by the City of Chicago or Cook County at the time of Proposal submission. The City reserves the right to require Respondents to replace any proposed MBE/WBE that is not certified with the City of Chicago or Cook County.

Further, the percentage participation for each MBE or WBE firm on the individual Schedule C-1s should match the percentages for each MBE or WBE firm listed on the Schedule D-1. All schedules submitted must be original signature. Failure to submit these documents, or incomplete documents, may result in Respondent being declared non-responsive.

In order to determine the best way in which to achieve and document MBE/WBE participation, Respondent must refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFP as Exhibit 4. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you may search the City's MBE/WBE Directory Database on the City's website: www.cityofchicago.org/Procurement.

6.2.7 Financial Statements

Respondent 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. The City will accept a complete set of financial statements on CD-ROM or USB drive instead of multiple copies, if voluminous for the period requested, but 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 proposed 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 unaudited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements need to be the 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.

6.2.8 Economic Disclosure Statement and Affidavit ("EDS") and Attachment A, Online EDS Acknowledgement

Respondent must submit a completed and executed Economic Disclosure Statement and Affidavit and the Attachment A, and including the "Certifications for Federally Funded Matters. **See hardcopy EDS forms and Online City of Chicago EDS Instructions and Attachment A Online EDS Acknowledgement in Exhibit 5**. If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS as applicable, per 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 submit a copy of 2 documents with their proposal: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement.**

Subcontractors may be asked, at the City's discretion, to provide an EDS during the evaluation process.

6.2.9 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:

(i) A debtor in bankruptcy; or
(ii) A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statue or related to service reliability; or
(iii) A defendant in any criminal action; or
(iv) 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 statue or related to service reliability; or
(v) A principal of a bond for which a surety has provided contract performance under a contract or in violation of a statute or related to service reliability; or
(vi) 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 statue or related to service reliability; or

(vii) A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure document

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

6.2.10 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.

7 EVALUATING PROPOSALS

An Evaluation Committee, which will include the representatives of the Chicago Department of Public Health, Office of Emergency Management and Communications (OEMC) and the Department of Procurement Services and may include representatives of other departments of the City ("Evaluation Committee" or "EC") will review and evaluate the Proposals, as described below.

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

Phase I Preliminary Proposal Assessment
Phase II Proposal Evaluation
Phase III Site Visit, Product/System Demonstration, and/or Oral Presentations

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 6.2 Required Content of Proposals. 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. 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 project requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent's qualifications, experience, proposed implementation plan, cost proposal and other factors based on the evaluation criteria outlined in Section 7.1 Evaluation Criteria.

As part of the evaluation process, the EC will review the information required by Section 6.2, for each Proposal received. The EC may also review any other information that is available to it, including but not limited to information gained by checking references and by investigating the Respondent's financial condition.

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.

7.1 Evaluation Criteria

In addition, the Evaluation Committee will review the overall responsiveness and completeness of the Proposal with respect to the requirements outlined in this RFP and Respondent's Proposal using the following criteria (not necessarily listed in order of importance):

A. Professional and Technical Competence

1. Ability to provide the Services described in the RFP, including capacity to achieve the program goals, objectives and Scope of Services described in this RFP.
2. Professional Qualifications and Specialized Experience of Respondent and its team as a Health Preparedness Supplies and Products provider on projects of similar scope and magnitude (e.g., specifically with respect to large organizations and/or government agencies).
3. Professional Qualifications and Specialized Experience of Respondent's key personnel and local availability of key personnel committed to the City account.
4. Past And Current Performance of Respondent (and team members) on other contracts in terms of quality of services and compliance with performance schedules. The Evaluation Committee may solicit from current and/or previous clients including the City, other government agencies, or any available sources, relevant information concerning Respondent's record of performance.

B. Quality, Comprehensiveness and Adequacy of the proposed Implementation Plan. This includes managing and implementing the administration and support for providing emergency preparedness supplies and related services described in Exhibit 1, Scope of Services, including the staffing plan, local availability and commitment of personnel who will manage and oversee the City's account.

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 its overall strategy, methodology, and approach to meeting the City's requirements.

C. Pricing / Cost Proposal relative to information provided in Exhibit 3.

If Respondent would like the City to apply, in evaluating Respondent's pricing, the (1) City Based Business Preference, or (2) Incentive for Alternatively Fueled Vehicles, or (3) Incentive for Joint Ventures between Veteran-Owned Business Enterprises and Small Business Enterprises, Respondent must submit the applicable affidavit(s) with its proposal. A description of these preferences and affidavits may be found in Exhibit 10.

D. MBE/WBE Participation

The level, relevancy and quality of participation by MBE/WBE firms certified by the City of Chicago. Failure to meet this requirement may be cause for the Respondent to be disqualified.

E. Legal Actions

The EC will consider 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.

F. 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.

G. 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 in Exhibit 5.

H. Conflict of Interest

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.

I. Professional Services Agreement and Supply Terms

Degree to which the Respondent accepts the City's Sample Professional Services Agreement and Supply Terms in Exhibit 7 that will impact contract negotiations and the City's ability to award a contract.

8 SELECTION PROCESS

After the Evaluation Committee ("EC") completes its review of Proposals in Phase II, it may 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 a Respondent, or a recommendation to reject any or all Proposals.

Phase III- Site Visit, Product/System 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 with concurrence from the Chief Procurement Officer, those short-listed Respondents may be subject to a site visit, product/systems demonstration, and/or invited to appear before the Evaluation Committee for an oral presentation; to clarify in more detail information what was submitted in Respondent's Proposal; and/or to ask Respondents to respond to additional questions. Afterwards, the Evaluation Committee will make a final evaluation, including a final ranking of the Respondents, and will submit a recommendation for selection of a Respondent to the Commissioner. Such recommendation may be to enter into negotiations with only one Respondent or 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) to the Chief Procurement Officer. The Chief Procurement Officer shall then consider the Commissioner's recommendation and exercise her authority to either notify the Respondent(s) to enter into contract negotiations or reject the recommendation and offer alternate options (e.g., re-advertisement of the RFP).

The City will require the selected Respondent(s) to participate in contract negotiations. In order to award a contract that represents the best value to the City, as determined by the Commissioner and the Chief Procurement Officer, 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 Chief Procurement Officer determines this action to be in the City's best interests. The receipt of Proposals or other documents will in no way obligate the City to enter into any contract of any kind with any party.

9 ADDITIONAL DETAILS OF THE RFP PROCESS

9.1 Addenda

If it becomes necessary to revise or expand upon any part of this RFP, clarifications and/or addenda will be sent to all of the prospective Respondents that submitted their contact information to: bidandbond@cityofchicago.org.

The City will make the list of prospective Respondents that provided their electronic contact information available prior to the Proposal due date. Prospective Respondents are automatically listed when they send the contact information to the email address above. Each addendum is incorporated as part of the RFP documents, and the Respondent must acknowledge receipt of all addenda in its Proposal.

Sending City addenda is a courtesy to the Respondent. Respondents are solely responsible for acquiring the necessary information or materials from the DPS Website.

The prospective Respondents list and any addenda will be available via the Department of Procurement Services website: http://www.cityofchicago.org/bids.

9.2 City’s Right to Reject Proposals

The City of Chicago, acting through its Chief Procurement Officer, 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 in this RFP. If no Respondent is selected through this RFP process, then the Chief Procurement Officer may utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago to obtain the products and services described in this RFP.

9.3 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 of participating in any conferences, site visits, product/system demonstrations, oral presentations, or negotiations.

9.4 Prohibitions 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 bid.

For purposes of this provision:

> "Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.
>
> "Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.
>
> "Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

9.5 False Statements

Respondents to this RFP are required to adhere to the Chicago False Claims Act, including the 1-21-010 False Statements, 1-21-020 Aiding and Abetting, and 1-21-030 Enforcement Act subsections.

9.6 Participation by Other Local Government Agencies

Other local government agencies may participate on a contract(s) stemming from this solicitation. This provision will only apply if the participating government agency and the Selected Respondent(s) can reach agreement on all terms and conditions. Other participating agencies will enter into their own contracts for all goods and services directly with the Selected Respondent. Participation by other agencies shall have no adverse effect on any other agency purchasing off of a contract awarded pursuant to this solicitation. No government agency will be responsible for any obligation due to or from any other agency to or from the Selected Respondent(s), with respect to contracts entered into by those other government agencies. No government agency will be liable for the acts or omissions of any other agency.

Examples of Local Government Agencies (Sister Agencies) are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.

9.7 Data and Records

Contractor will be required to maintain any records including data and deliverables not delivered to the City or demanded by the City for a period that is the longer of (A) 5 years after the final payment made in connection with a contract awarded pursuant to this RFP, or (B) as directed by the Local Records Act (50 ILCS 205) and relevant records retention schedule. Contractor must not dispose of such records following the expiration of the relevant period without notification of and written approval from the City.

The Contractor will be required to agree that any and all data exchanged under a contract awarded pursuant to this RFP shall be used expressly and solely for the purposes enumerated in the contract. Contractor will be prohibited from distributing, repurposing or sharing City of Chicago data across other applications, environments, or business units of Contractor. Contractor further will be required to agree that no City of Chicago data of any kind will be revealed, transmitted, exchanged or otherwise passed to other 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.

9.8 Title VI Solicitations 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 bidders 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.

EXHIBIT 1

SCOPE OF SERVICES

Exhibit 1 - Scope of Services

A. Overview

The Chicago Department of Public Health (CDPH) is an active participant in the Centers for Disease Control and Prevention (CDC's) Cities Readiness Initiative (CRI) which is federally funded program designed to enhance preparedness in the nation's largest cities and metropolitan statistical area (MSA's) where more than 50% of the U.S. population resides. Through CRI, state and large metropolitan public health departments have developed plans to respond to a large-scale bioterrorist event by dispensing antibiotics to the entire population of an identified (MSA) with 48 hours. Current planning doctrine has identified the need to maintain a local cache of preparedness assets; immediately deployable and a Vendor Managed Inventory of public health/emergency supplies that can be deployed within two (2) hours of the notification of the need for additional material.

In addition, the Office of Emergency Management and Communication needs to have emergency supplies pre-positioned and packaged to respond to a wide range of events. OEMC has elected to stockpile personal protective equipment (PPE) for first responders and supplies needed to operate emergency congregate shelters. The selected Respondent must be able to dispatch any amount of supplies within two (2) hours of notification to locations throughout the Chicago Combined Statistical Area (CSA), depending upon the scope of the emergency. (NOTE: The Chicago CSA, as defined by the United States Office of Management and Budget, includes the following counties: Cook County, IL; DeKalb County, Du Page County, IL; Grundy County, IL; Jasper County, IN; Kane County, IL; Kankakee County, IL; Kenosha County, WI; Lake County, IL; IN; McHenry County, IL; Newton County, IL; Porter County, IN; and Will County, IL).

Intent

The Chicago Department Public Health, in maintaining an emergency preparedness posture of cached medical material, supplies and equipment will require the selected Respondent to maintain all assets in a constant state of readiness. The Respondent(s) must have a demonstrated / validated set of processes; experience in day-to-day and emergency operations and provide the necessary resources and technical experience for the identified contractual elements, categories and deliverables within this contract. The selected Respondent will be required to perform the services consistent with the requirements of the grants, copies of which are attached in Exhibit 8 and Exhibit 9 that fund the Services.

A pre-determined number of kits, palletized, packaged and positioned to respond to a wide range of events. The City has elected to prepare kits containing the necessary elements to open and support emergency response dispensing or vaccination centers. The necessary elements are assembled according to their planned use in up to five differently color coded kits. The selected Respondent must be able to dispatch, must furnish and deliver freight onboard (FOB) any number of kits within two hours of notification to possibly 200 locations within the City of Chicago, depending upon the scope of the emergency.

Pre-determined pallets of public health or emergency supplies will be used for evolving city wide preparedness responses, emergency medical situations and for training/exercises carried out by

the City of Chicago. The selected Respondent must provide identified palletized kits as described below.

B. Statement of Work (Deliverables)

1. Supplies for Creating Kits and Pallets

There are five (5) types of supply kits that must be assembled and palletized. Each kit must be wrapped with shrink wrap. The number of pallets will depend on the number of kits that will fit on a pallet. The kits consist of various administrative and medical supplies/equipment that will be used during an emergency response. An inventory list of items for each kit is included in Section C.

All supplies and administrative supplies identified on the inventory list must be provided by the Contractor. The Contractor must be able to provide the described quantities of supplies necessary and must replenish consumed supplies following an exercise or field use. Sufficient quantities of all products must be made available to create up to ten (10) replacement kits of each type upon award of this contract. This ensures a constant state of readiness for the City of Chicago.

The Contractor must provide and deliver those supplies to Chicago field locations in an actual event or emergency and throughout the course of that event or emergency. The Contractor must not insert any used items or partially used items back into the kits/pallets. Supplies must be new and ready to use by field personnel.

Contractor must have the current capacity and ability to provide and deliver these kits to any/all Chicago field locations during exercise and actual events. In addition have the capacity/ability to resupply all locations throughout the course of an event when replenishment is required. The amount of replenishment will vary with the type of field exercise or emergency and the duration of the action.

The Contractor is to provide access to and delivery of a complete array of products in order to best position the City for unexpected events that exceed the scope of known on-hand supplies in prepared kits and allow the City to secure additional product in an emergency.

The Contractor will minimally give the City a discount off manufacturer's list price for all medical and office supply items. The discount will be based on the prices listed on the Contractor's website.

Contractor will provide at a minimum; ISPM-15 (International export standard)[1] compliant pallets (approx. 48"x 48"x48") having heat treated branding, of a grade two (2) or newer to insure proper storage of the kits.

2. Assembly Creating of Kits/Pallets

[1] *The international export standard, ISPM 15, requires that all wood packaging material be heat-treated at a core temperature of 56 degrees Celsius for a minimum of 30 minutes or that is fumigated to a prescribed specification with methyl bromide. This regulation eliminates the presence of pests found in wood thereby protecting crops and forests in other parts of the world.*

Contractor will provide ISPM-15 (International export standard)[1] pallet (approx.. 48”x48”x48”), appropriate 80 gauge stretch wrap (which will include color tinted placards: blue, red, yellow, green and orange for specific kit designations), labeling and boxes as needed for assembling five (5) varieties of kits.

Product must be packed on pallets in consistent and standardized manner and then wrapped by 80 gauge stretch wrap. Pallets will be required to have the heat treated branding on them and should be grade two (2) or newer to insure proper storage of the kits.

Contractor will ensure pallets containing pharmaceuticals meet all current best practices standards for storage and distribution of medical products outlined in the U.S. Pharmacopeia standards for proper handling and storage.

Contractor will provide contents labels/line list (in at least fourteen(14) point font for legibility) on each pallet; such labeling shall identify the position for any product on the pallet, quantity and expiration dates; location of date sensitive product will be easily accessible on the pallet to ensure easy replacement of the product can be made prior to expiration.

Contractor will affix a manifest label, posted on each pallet; containing all production information: including expiration date, lot number, manufacturer, quantity, supplier, package type, NDC, and catalog number. Copies of each pallet manifest will be provided to CDPH at the time of pallet completion.

Contractor will provide boxes to store small items on the pallet (scissors, markers, plug adaptors, etc.) All boxes on the pallet must be labeled on the exterior to identify the contents of each separate box, all pallet contents will be identified on the main manifest; some boxes are original supply boxes and correctly labeled; boxes that are a mix of various products-must be clearly identified in the exterior of the respective box.

Contractor must provide for the rotation and replacement of time sensitive products prior to their respective expiration, including but not limited to: diphenhydramine 50 mg IM syringe/needle, ammonia (smelling) salts, batteries, and epinephrine auto-injector 0.3 mg and 0.15 mg.

Contractor will be required to rotate and replenish all date sensitive products at or within 90 days of expiration. No pallets will contain expired materials at any time. The manufacturer will use the longest shelf life dating product available when replenishing. Updated manifest data will be provided to CDPH within 30 days of the date of rotation.

Contractor will assemble and configure all palletized material in a uniform, standardized fashion.

Contractor will conduct the replenishment of consumed inventory in kits after drills, exercises or deployments. This will include picking-up unused material and incorporating reusable product when creating replacement kits.

Any event impacting compliance with this Statement of Work (SOW) will initiate a notification of the CDPH point of contact by the Contractor to include a written Corrective Action Preventative Action (CAPA) within 48 hours of the event.

The CDPH may perform one exercise per year with as little as 6 hours' notice in order to verify Contractor compliance with the requirement of the SOW.

3. Storage of CDPH Kits and Pallets

The Contractor will provide adequate storage for up to 400 pallet positions: (Public Health Emergency Preparedness up to 200 pallets; Hospital Preparedness Program – up to 200 pallets); 4'x4' pallets that contain various types of items the City would use in an emergency.

All Contractor facilities involved in the packaging, handling, and storage of CDPH assets shall have in place a quality assurance/quality control (QAQC) program that ensures medical product storage/handling is in compliance with FDA, USP, State, and Local acts and regulations. A copy of these QAQC procedures will be provided by CDPH upon award of the contract. Updates or modifications to the procedures will also be provided within 15 days of the change.

The Contractor storage facility(s) must be situated in conjunction with transportation support to provide delivery to the City of Chicago within two (2) hours of notification by the City. Storage facilities may be subject to inspection by the Chicago Department of Public Health, the Office of Emergency Management and Communications or any of the various authorized Using Departments to ensure compliance prior to the award of the contract and during the term of the contract.

The Contractor must conduct an annual total physical inventory audit and provide the associated documentation to the CDPH POC with five (5) working days of the completion of the audit. CDPH will also conduct at a minimum, one (1) vendor qualification audit.

The Contractor must provide twenty-four (24/7) security monitoring by either staff and/or electronic monitoring equipment at any location(s) in which the City pallets are stored.

Respondents storage facilities must provide a stable, constant environment that meets, but is not limited to, the following criteria: must be climate controlled; must be well ventilate; must have an air temperature that meets the U.S. Pharmacopeia standard for controlled room temperature (65-70 degrees) and these standards must be documented and part of the Respondents annual audit and the City of Chicago's validation process.

The Contractor's storage facility must be equipped with, but is not limited to the following: fire detection equipment, smoke detectors, sprinklers and fire extinguishers.

The Contractor must provide adequate pest control of storage area(s) where City materials are kept. Pest control must consist of the prevention and/or elimination of any pest infiltration at the storage facility. Contractor will incur all costs associated to the replacement of pest damaged City material.

Any breach of security affecting City pallets must be reported to the CDPH point of contact no later than two (2) hours after discovery. Points of contacts will be provided to the selected vendor, after contract is initiated.

All the conclusion of this Contract, including any extensions or renewals, all City pallets in storage will be staged and located at the respective loading docks of the respective facilities for the City's retrieval.

4. Deployment/Delivery/Re-supply of CDPH Kits

The Contractor must furnish and deliver freight onboard (FOB), to the City of Chicago, Chicago Department of Health and/or the Office of Emergency Management and Communications, and/or various shipping locations throughout the City of Chicago at no charge, regardless of the purchase order release amount.

For planned events/exercises, the City will provide two (2) days notification of the delivery needs. Following an exercise or event, Contractor will arrange for pick-up of remaining supplies at the event exercise/location(s) and return for replenishment. Pricing for kits and storage will include provisions of two (2) deliveries per month of six (6) pallets total.

Contractor will provide in the event of an emergency, an initial delivery of up to 120 pallets (amongst 60 various delivery sites) on demand within two (2) hours of notice. Specific Chicago addresses will determined at the time of the emergency.

Contractor must utilize delivery trucks with hydraulic lift gated box trucks. Subsequent pallet deliveries may be necessary to the same addresses within 6-10 hours.

The City reserves the right to add or delete delivery locations as required during the Contract period.

Following an exercise or event, the Contractor must arrange for the pick-up of the remaining supplies at the event exercise/location(s) and must replenish the pallet to its original stocked condition. Contractor must then place pallet back in storage or redeliver the pallet back to the exercise/event location or to a location specified by the Chicago Department of Public Health.

5. Guarantee

The Contractor must furnish a guarantee for the City material provided under this Contract in accordance with the standard guarantee regularly supplied.

At a minimum, the Contractor will guarantee for a period of one (1) year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective or expired City material that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The guarantee period will commence on the first day that material is placed in service by the City. If a longer guarantee can be furnished, at no additional cost to the City, the longer period will prevail.

6. Reports

The Contractor is responsible for providing monthly, quarterly or annual reports indicating all item have been replenished in each pallet to the Chicago Department of

Public Health or Office of Emergency Management and Communications. As specified below. Contractor must also provide various other reports as requested through the life of the Contract.

The Contractor will be required to notify CDPH of any events, drug rotation, or impact to assets in a monthly in a monthly status report. Additionally, the Contractor will be given a predetermined readiness status based on the percentage of pallets available. The Contractor will notify CDPH within six (6) hours if this readiness level has been exceeded due to product rotation, maintenance, or other activities that impact the readiness level.

Any deviation from any portion of the Statement of Work will initiate a notification of the CDPH POC and written Corrective Action Preventative Action (CAPA) within 48 hours of the event.

The Contractor will be required to notify CDPH of any events, product rotation, or impact to assets in a monthly status report. The report will include a readiness status of the percentage of kits and associated pallets available for immediate delivery. The Contractor will notify CDPH within 6 hours if this readiness level has been negatively impacted due to product rotation, source vendor shortages, maintenance, or other activities.

The Contractor must conduct an annual internal audit with audit findings and/or any associated follow up documentation submitted to the CDPH POC with five (5) working days of the completion of the audit. CDPH will also conduct at a minimum, one (1) vendor qualification audit.

The Contractor will maintain an electronic inventory record (meeting regulatory standards for electronic records) of all manifest data to be supplied to CDPH on a quarterly basis or within 30 days of any change made to CDPH assets.

7. Order Administration

The City is in the process of implementing Oracle iSupplier Portal as part of its transition onto eProcurement system. Describe your company's capacity to employ EDI, telephone, Internet, for processing orders under the successful award of an Agreement.

Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

Describe the state of e-commerce within your company and detail how the City can benefit from your approach. Please document your company's level of expertise with the following Oracle Procurement software and all others your company has successfully interfaced with a public agency. List, by software supplier, the following information: name of public agency or company, software system used, "go-live" date, net amount of total orders per Calendar Year since "go-live being processed exclusively via internet/EDX (paperless) ordering. Include, by public agency, any enhancement, such as e-mail order acknowledgement and on-line order/tracking ability.

Describe your company's implementation and success with existing EDI purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s).

Describe the capacity of your company to provide management reports. i.e. commodity histories, procurement card histories, green spend, etc.

8. Product Scope

The product inventory items lists will consist of ten (10) categories:

a. Core Inventory List: Items used by the City of Chicago over the past year. These will be line item priced products. The Core List can be found in Exhibit 1, Section C.
   - Medical Supplies
   - Office Supplies
   - Pharmaceutical Supply
   - Pallet
   - Packaging
   - Security
   - Safety
   - Material Handling
   - Janitorial
   - Food & Beverage

9. Samples

a. Samples of goods may be required prior to award to determine Contractor's responsiveness to the RFP's requirements. If requested, such samples must be provided at no cost and delivered to the address specified within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection of a Contractor's proposal. Samples, if not destroyed by tests, may, upon request made by the Contractor at the time the sample is furnished, be returned at Contractor's expense.

b. Samples of goods may be required during the term of the Agreement to determine appropriateness and valuableness to the Emergency Supplies requirements. If requested, such samples must be provided at no cost and delivered to the address specified within the timeframe identified in the notification for inspection and testing.

C. Inventory Supply Line Item List

Line Item Description	Unit	Units Per Kit	Kit Type
3-hole punch	each	2	**POD General (BLUE)**
3-prong electrical adaptor	each	10	**POD General (BLUE)**
ammonia (smelling salt) inhalant	each	10	**POD General (BLUE)**
bag, paper, #4	each	1000	**POD General (BLUE)**
bag, plastic, zip seal, 8" x 10"	each	4000	**POD General (BLUE)**
battery, alkaline, C type	each	12	**POD General (BLUE)**
caution tape, 3" x 1000'	roll	6	**POD General (BLUE)**
cleaning solution, antibacterial	gallon	10	**POD General (BLUE)**
clip, binder, large, 2"	each	144	**POD General (BLUE)**
clipboard, standard size	each	288	**POD General (BLUE)**
cutter, box	each	12	**POD General (BLUE)**
diphenhydramine hydrochloride, 50mg/ml (1ml) prefilled syringe / needle	each	25	**POD General (BLUE)**
easel, portable	each	6	**POD General (BLUE)**
envelope, inter-office, 10" x 13"	each	300	**POD General (BLUE)**
epinephrine hydrochloride, 0.1mg (pediatric) auto-injector	each	2	**POD General (BLUE)**
epinephrine hydrochloride, 0.3mg (adult) auto-injector	each	4	**POD General (BLUE)**
extension cord, heavy duty, 50ft.	roll	2	**POD General (BLUE)**
folder, file, hanging, standard size	each	25	**POD General (BLUE)**
folder, file, non-hanging, 1/3 cut tab, standard size	each	100	**POD General (BLUE)**
germicidal spray	can	1	**POD General (BLUE)**
glove, non-latex, powder free, large	each	500	**POD General (BLUE)**
glove, non-latex, powder free, XL	each	500	**POD General (BLUE)**
marker, jumbo, black	each	1	**POD General (BLUE)**
marker, jumbo, blue	each	1	**POD General (BLUE)**
marker, jumbo, green	each	1	**POD General (BLUE)**
marker, jumbo, red	each	1	**POD General (BLUE)**
marker, standard, black	each	12	**POD General (BLUE)**
mask, surgical, adult	each	400	**POD General (BLUE)**
megaphone, battery powered, C type	each	1	**POD General (BLUE)**
note, posting, adhesive, 3" x 3"	pack	3	**POD General (BLUE)**
one way valve, filter pack, Laerdal, (for artificial respiration)	each	1	**POD General (BLUE)**
pad, writing, ruled, yellow, 50 sheet, 8.5" x 11"	each	12	**POD General (BLUE)**
paper clip, jumbo	each	500	**POD General (BLUE)**

Line Item Description	Unit	Units Per Kit	Kit Type
paper, printer, white, 8.5" x 11"	piece	5000	**POD General (BLUE)**
pen, ballpoint, black	each	696	**POD General (BLUE)**
penlight, diagnostic, disposable	each	6	**POD General (BLUE)**
pocket mask, oxygen inlet, Laerdal, (for artificial respiration)	each	1	**POD General (BLUE)**
poster board, yellow, 22" x 28"	each	25	**POD General (BLUE)**
power strip, 6 outlet, 6 ft.	each	3	**POD General (BLUE)**
rubber band	bag	1	**POD General (BLUE)**
scissors, 7", straight	each	2	**POD General (BLUE)**
sign holder, pedestal	each	20	**POD General (BLUE)**
signs, pre-printed, (City will provide)	NA	NA	**POD General (BLUE)**
sphygmomanometer cuff, XL	each	1	**POD General (BLUE)**
sphygmomanometer, cuff, bulb, adult	each	1	**POD General (BLUE)**
sphygmomanometer, cuff, bulb, child	each	1	**POD General (BLUE)**
staple, standard	each	10000	**POD General (BLUE)**
stapler, standard, desktop	each	5	**POD General (BLUE)**
stethoscope, dual head	each	1	**POD General (BLUE)**
tab divider, alpha, A - Z	set	1	**POD General (BLUE)**
tab divider, numeric, 1 - 31	set	1	**POD General (BLUE)**
tape, clear , with dispenser	each	6	**POD General (BLUE)**
tape, duct	roll	2	**POD General (BLUE)**
tape, masking	roll	8	**POD General (BLUE)**
thermometer, oral, disposable	each	100	**POD General (BLUE)**
tongue depressor, adult	each	500	**POD General (BLUE)**
towel, paper	roll	30	**POD General (BLUE)**
twine, 1500'	roll	2	**POD General (BLUE)**
vest, safety, one size fits all, blue	each	10	**POD General (BLUE)**
vest, safety, one size fits all, green	each	18	**POD General (BLUE)**
vest, safety, one size fits all, orange	each	128	**POD General (BLUE)**
wheelchair	each	120	**POD General (BLUE)**
bag, biohazard, red	each	250	**POD Vac (RED)**
bandage, adhesive, 1" x 3"	each	32500	**POD Vac (RED)**
container, sharps, single use	gallon	36	**POD Vac (RED)**
hand sanitizer, 4oz.	bottle	24	**POD Vac (RED)**
paper, table, examination	roll	12	**POD Vac (RED)**
swab, alcohol, 70%	each	28000	**POD Vac (RED)**
bag, plastic, shopping, white, 12" x 7" x 22"	each	7000	**POD Pharmacy (YELLOW)**
dose mark label, (apply to dosing syringe)	each	1850	**POD Pharmacy (YELLOW)**
dosing syringe, oral, calibrated, 10ml	each	1850	**POD Pharmacy (YELLOW)**

Line Item Description	Unit	Units Per Kit	Kit Type
drinking cup, disposable, 7 oz.	each	2400	**POD Pharmacy (YELLOW)**
stirring rod, glass	each	10	**POD Pharmacy (YELLOW)**
syringe, 60ml, sterile, disposable	each	30	**POD Pharmacy (YELLOW)**
bag, plastic, zipper seal, 10.5" x 11"	each	3000	**Staging Area (GREEN)**
binder clip, large, 2"	each	100	**Staging Area (GREEN)**
caution tape, 3" x 1000'	roll	6	**Staging Area (GREEN)**
clip, binder, large, 2"	each	12	**Staging Area (GREEN)**
clipboard, standard size	each	48	**Staging Area (GREEN)**
cutter, box	each	12	**Staging Area (GREEN)**
easel pad, self stick	pack	2	**Staging Area (GREEN)**
envelope, expansion, open-end, 12" x 16" x 2"	each	100	**Staging Area (GREEN)**
extension cord, heavy duty, 50ft.	roll	2	**Staging Area (GREEN)**
highlighter, yellow	each	6	**Staging Area (GREEN)**
lanyard, hanging style, name badge holder kit	each	5000	**Staging Area (GREEN)**
marker, jumbo, black	each	1	**Staging Area (GREEN)**
marker, jumbo, blue	each	1	**Staging Area (GREEN)**
marker, jumbo, red	each	1	**Staging Area (GREEN)**
marker, standard, black	each	12	**Staging Area (GREEN)**
megaphone, battery powered, C type	each	1	**Staging Area (GREEN)**
note, posting, adhesive, 3" x 3"	pack	12	**Staging Area (GREEN)**
paper, printer, white, 8.5" x 11"	piece	5000	**Staging Area (GREEN)**
pen, ballpoint, black	each	240	**Staging Area (GREEN)**
poster board, yellow, 22" x 28"	each	25	**Staging Area (GREEN)**
power strip, 6 outlet, 6 ft.	each	3	**Staging Area (GREEN)**
scissors, 7" straight	each	2	**Staging Area (GREEN)**
staple, standard	each	10000	**Staging Area (GREEN)**
stapler, standard, desktop	each	5	**Staging Area (GREEN)**
tape, duct	roll	2	**Staging Area (GREEN)**
wristband, black and white	each	NA	**Staging Area (GREEN)**
wristband, blue	each	NA	**Staging Area (GREEN)**
wristband, green, (City will provide)	each	NA	**Staging Area (GREEN)**
wristband, orange	each	NA	**Staging Area (GREEN)**
wristband, pink	each	NA	**Staging Area (GREEN)**
wristband, purple	each	NA	**Staging Area (GREEN)**
wristband, red	each	NA	**Staging Area (GREEN)**
wristband, teal	each	NA	**Staging Area (GREEN)**
wristband, white	each	NA	**Staging Area (GREEN)**
wristband, yellow	each	NA	**Staging Area (GREEN)**

Line Item Description	Unit	Units Per Kit	Kit Type
box, corrugated, 24" x l7" x 24.75"	each	576	**RSS Center (ORANGE)**
clipboard, standard size	each	24	**RSS Center (ORANGE)**
cutter, box	each	36	**RSS Center (ORANGE)**
easel pad, self stick	pack	4	**RSS Center (ORANGE)**
extension cord, heavy duty, 50ft.	roll	6	**RSS Center (ORANGE)**
highlighter, yellow	each	2	**RSS Center (ORANGE)**
marker, jumbo, black	each	3	**RSS Center (ORANGE)**
marker, standard, black	each	10	**RSS Center (ORANGE)**
megaphone, battery powered, C type	each	1	**RSS Center (ORANGE)**
note, posting, adhesive, 3" x 3"	pack	4	**RSS Center (ORANGE)**
pad, writing, ruled, yellow, 50 sheet, 8.5" x 11"	each	12	**RSS Center (ORANGE)**
paper, printer, white, 8.5" x 11"	piece	2500	**RSS Center (ORANGE)**
pen, ballpoint, black	each	48	**RSS Center (ORANGE)**
poster board, yellow, 22" x 28"	each	150	**RSS Center (ORANGE)**
power strip, 6 outlet, 6 ft.	each	12	**RSS Center (ORANGE)**
scissors, 7" straight	each	2	**RSS Center (ORANGE)**
shrink wrap, clear, 18" x 1500'	roll	144	**RSS Center (ORANGE)**
staple, standard	each	5000	**RSS Center (ORANGE)**
stapler, standard, desktop	each	2	**RSS Center (ORANGE)**
tape dispenser, box sealing, pistol grip	each	24	**RSS Center (ORANGE)**
tape, box sealing, (for tape dispenser)	roll	120	**RSS Center (ORANGE)**
tape, duct	roll	2	**RSS Center (ORANGE)**

Kits maintained at all times:

Line Item Description	Unit	Units Per Kit	Kit Type
60 POD General (BLUE)	NA	NA	**NA**
60 POD Vac (RED)	NA	NA	**NA**
60 POD Pharmacy (YELLOW)	NA	NA	**NA**
5 Staging Area (GREEN)	NA	NA	**NA**
2 RSS Center (ORANGE)	NA	NA	**NA**
POD = Point of Dispensing Center; drugs dispensed or vaccine administered to critical responders (Closed POD) or the public (Open POD)	NA	NA	**NA**
Staging Area = Facility where staff et al resources will report and be transported from	NA	NA	**NA**
RSS Center = Receiving Storing Staging Center; supply depot to receive, store, repackage and distribute medical materiel supplies / equipment	NA	NA	**NA**

RSS and ATC kits

Line Item Description	Unit	Units Per Kit	Kit Type
bag, plastic, zipper seal, 10.5" x 11"	each	3000	ATC Kits (GREEN)
binder clip, large, 2"	each	100	ATC Kits (GREEN)
caution tape, 3" x 1000'	roll	6	ATC Kits (GREEN)
clip, binder, large, 2"	box	12	ATC Kits (GREEN)
clipboard, standard size	each	48	ATC Kits (GREEN)
cutter, box	each	12	ATC Kits (GREEN)
easel pad, self stick	pack	2	ATC Kits (GREEN)
envelope, expansion, open-end, 12" x 16" x 2"	each	100	ATC Kits (GREEN)
extension cord, heavy duty, 50ft.	roll	2	ATC Kits (GREEN)
highlighter, yellow	each	6	ATC Kits (GREEN)
lanyard, hanging style, name badge holder kit	each	5000	ATC Kits (GREEN)
marker, jumbo, black	each	1	ATC Kits (GREEN)
marker, jumbo, blue	each	1	ATC Kits (GREEN)
marker, jumbo, red	each	1	ATC Kits (GREEN)
marker, standard, black	each	12	ATC Kits (GREEN)
megaphone, battery powered, C type	each	1	ATC Kits (GREEN)
note, posting, adhesive, 3" x 3"	pack	12	ATC Kits (GREEN)
paper, printer, white, 8.5" x 11"	piece	5000	ATC Kits (GREEN)
pen, ballpoint, black	each	240	ATC Kits (GREEN)
poster board, yellow, 22" x 28"	each	25	ATC Kits (GREEN)
power strip, 6 outlet, 6 ft.	each	3	ATC Kits (GREEN)
scissors, 7" straight	each	2	ATC Kits (GREEN)
staple, standard	each	10000	ATC Kits (GREEN)
stapler, standard, desktop	each	5	ATC Kits (GREEN)
tape, duct	roll	2	ATC Kits (GREEN)
wristband, black and white	each	NA	ATC Kits (GREEN)
wristband, blue	each	NA	ATC Kits (GREEN)
wristband, green, (City will provide)	each	NA	ATC Kits (GREEN)
wristband, orange	each	NA	ATC Kits (GREEN)
wristband, pink	each	NA	ATC Kits (GREEN)
wristband, purple	each	NA	ATC Kits (GREEN)
wristband, red	each	NA	ATC Kits (GREEN)
wristband, teal	each	NA	ATC Kits (GREEN)
wristband, white	each	NA	ATC Kits (GREEN)
wristband, yellow	each	NA	ATC Kits (GREEN)
box, corrugated, 24" x 17" x 24.75"	each	576	RSS Center (ORANGE)
clipboard, standard size	each	24	RSS Center (ORANGE)
cutter, box	each	36	RSS Center (ORANGE)
easel pad, self stick	pack	4	RSS Center (ORANGE)

Line Item Description	Unit	Units Per Kit	Kit Type
extension cord, heavy duty, 50ft.	roll	6	**RSS Center (ORANGE)**
highlighter, yellow	each	2	**RSS Center (ORANGE)**
marker, jumbo, black	each	3	**RSS Center (ORANGE)**
marker, standard, black	each	10	**RSS Center (ORANGE)**
megaphone, battery powered, C type	each	1	**RSS Center (ORANGE)**
note, posting, adhesive, 3" x 3"	pack	4	**RSS Center (ORANGE)**
pad, writing, ruled, yellow, 50 sheet, 8.5" x 11"	each	12	**RSS Center (ORANGE)**
paper, printer, white, 8.5" x 11"	piece	2500	**RSS Center (ORANGE)**
pen, ballpoint, black	each	48	**RSS Center (ORANGE)**
poster board, yellow, 22" x 28"	each	150	**RSS Center (ORANGE)**
power strip, 6 outlet, 6 ft.	each	12	**RSS Center (ORANGE)**
scissors, 7" straight	each	2	**RSS Center (ORANGE)**
shrink wrap, clear, 18" x 1500'	roll	144	**RSS Center (ORANGE)**
staple, standard	each	5000	**RSS Center (ORANGE)**
stapler, standard, desktop	each	2	**RSS Center (ORANGE)**
tape dispenser, box sealing, pistol grip	each	24	**RSS Center (ORANGE)**
tape, box sealing, (for tape dispenser)	roll	120	**RSS Center (ORANGE)**
tape, duct	roll	2	**RSS Center (ORANGE)**

Kits maintained at all times:

Line Item Description	Unit	Units Per Kit	Kit Type
55 POD General (BLUE)	NA	NA	**NA**
55 POD Vac (RED)	NA	NA	**NA**
55 POD Pharmacy (YELLOW)	NA	NA	**NA**
5 Staging Area (GREEN)	NA	NA	**NA**
2 RSS Center (ORANGE)	NA	NA	**NA**
POD = Point of Dispensing Center; drugs dispensed or vaccine administered to critical responders (Closed POD) or the public (Open POD)	NA	NA	**NA**
Staging Area = Facility where staff et al resources will report and be transported from	NA	NA	**NA**
RSS Center = Receiving Storing Staging Center; supply depot to receive, store, repackage and distribute medical materiel supplies / equipment	NA	NA	**NA**

EAMC Support Kits

Line Item Description	Unit	Units Per Kit	Kit Type
battery, alkaline, C type	each	12	**EAMC Support Kit**
pen, ballpoint, black	each	696	**EAMC Support Kit**
hand sanitizer, 4oz. (Purell or other)	bottle	24	**EAMC Support Kit**
signs, pre-printed, (City will provide)	NA	NA	**EAMC Support Kit**
paper, printer, white, 8.5" x 11" Blank	Ream	2	**EAMC Support Kit**
Consent Forms, 8.5" x 11" with 3" perforation at bottom	Ream	20	**EAMC Support Kit**
Drug Information forms	NA	NA	**EAMC Support Kit**
Portable Printers	NA	NA	**EAMC Support Kit**
Printer Ink	NA	NA	**EAMC Support Kit**

OEMC Mass Care

Line Item Description	Unit	Units Per Kit	Kit Type
Safety Goggles For Splash Protection, Plain Lens	Each	11,000	**OEMC Mass Care Kits**
Integra Safety Glasses, Black Frame With Indoor/Outdoor Lens	Each	10,000	**OEMC Mass Care Kits**
Nitrile Non-Sterile Exam Gloves, Size Medium, 100/Box, 10 Bx/Case	Case	2,000	**OEMC Mass Care Kits**
Nitrile Non-Sterile Exam Gloves, Size Large, 100/Box, 10 Bx/Case	Case	4,000	**OEMC Mass Care Kits**
Nitrile Non-Sterile Exam Gloves, Size X-Large, 100/Box, 10 Bx/Case	Case	4,000	**OEMC Mass Care Kits**
Cots, Folding – 28 in. x 78 in. x 18 in. Sleeping Cot w/ 1.25 in. sq. channel reinforced aluminum frame, polyester cover, reinforced stitching, 350lb weight capacity, compact for easy storage in its own carry bag, washable, colorfast	Each	10,000	**OEMC Mass Care Kits**
Hygiene Kits – 15 in. x 11 in. customized, white plastic bag w/ handle, imprinted with 5 in. x 7 in. black “OEMC” logo on one side of bag, sealed, contains: 20 individually wrapped disposable pre-moistened washcloths, 1 pkg pocket tissue	Each	10,000	**OEMC Mass Care Kits**

Exhibit 2
Company Profile Information and
Company Project References/Client Profile Information Form

Exhibit 2 - Company Profile Information and Company Project References/Client Profile Information Form

COMPANY PROFILE INFORMATION

Submit a completed company profile information sheet for the prime contractor, each joint venture partner, and each subcontractor, as applicable.

1) Legal Name of Firm: _____
2) Doing Business under Other Company Name? If yes, Name of Company: _____
3) Headquarters Street Address: _____
4) Headquarters City, State, Zip Code: _____
5) Website Address: _____
6) Proposed Role: ☐ Prime ☐ Subcontractor ☐ Joint Venture Partner ☐ Supplier ☐ Other: _____
7) Number of Years in Business: _____
8) Total Number of: Employees: __ full-time technical Staff: ___ & support staff: _____
9) Total Annual Revenues for each of the last 3 full fiscal years: _____
10) Major Products and/or Services Offered: _____
_____
_____
11) Other Products and/or Services: _____
_____
_____
12) Describe your firm's experience as an administration and delivery of Emergency Health Preparedness Supplies and Services in the last 4 years: _____
_____
_____
_____
13) Describe your firm's approach to providing for storage, deployment, and delivery services for Emergency Health Supplies and Services: _____
_____
_____
_____

Company Project References/Client Profile Information Form

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

Referenced Company: _____
Client Name: _____
Client Organization Size (# of Employees): __ Size of Patron Base: _____
Project Start Date: _____ Project Go Live Date: _____
Initial Contract Amount: _____ Final Contract Amount: _____
Project Scope and Description: _____
_____
_____
_____
_____

Describe how the client's Health Preparedness Supplies and Related Services goals were met. What was the outcome of the project? Attach additional pages, as necessary.
_____
_____
_____
_____

Discuss significant obstacles to implementation and how those obstacles were overcome.
_____
_____
_____
_____

Is the client still using your company for subject Project? _____
What was the cost/financing structure of the contract? _____
_____
_____
_____

List all applications that were used to interface with your internal management systems.
_____
_____
_____

Client Project Manager

Name: _____ Title: _____

Email: _____
Phone: _____ Project Role: _____

Exhibit 3
Cost Proposal

Exhibit 3 - Cost Proposal

Cost Proposal *(per five year contract term and 2 Option years)*

HEALTH PREPAREDNESS SUPPLIES AND SERVICES FOR THE CITY OF CHICAGO

PRICE SCHEDULE SUMMARY

Respondents are directed to use the provided Excel Worksheet Template, File name:
Spec120185_Exhibit3_Cost_Proposal

Contractor must use the provided Excel worksheet to provide all pricing information and assumptions. Pricing information received in any other format will not be considered and may be cause for the Proposal to be rejected. In addition, Contractor must provide a narrative response that addresses each of the requirements:

Respondents must include the fees for transitioning and implementing your solution at The City of Chicago and providing the services after transition and implementing. This pricing must include total costs, including any ongoing maintenance costs.

Contractor will provide a detailed line cost proposal for all items contained on the Supply Inventory List.

Contractor will provide a detailed cost proposal for:

- Cost per pallet position; monthly
- Removing/adding/replacing specific product (this excludes routine monitoring/replacement of items with expiration dates)
- Assembling of CDPH kits; which includes the assembly process, extra boxes, approved shrink wrap
- Stocking costs associated assembly or pick-up after an event
- Costs associated to the delivery of Kits/Pallets
- Cyclic inventory and QA/QC purposes\
- Pricing for kits and storage will include provisions of two (2) deliveries per month of six (6) pallets total drills, exercises)
- Costs associated to pallet requirement of ISPM-15 (International export standard)

Exhibit 4

Special Conditions Regarding Minority and Women Owned Business Enterprise Commitment

Exhibit 4 - Special Conditions Regarding Minority and Women Owned Business Enterprise Commitment

SPECIAL CONDITIONS FOR PROFESSIONAL SERVICES MBE & WBE

SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR MBE/WBE PROFESSIONAL SERVICES

I. POLICY AND TERMS

It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, shall have full and fair opportunities to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, and shall take affirmative action to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the Contractor commits to make Good Faith Efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 25%
WBE Contract Goal: 5%

The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all government contracts of such contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the contract goals.

As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.

The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

Pursuant to 2-92-535, the prime contractor may apply to be awarded an additional 0.333 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentor agreement with the contractor. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

II. DEFINITIONS

a. "Area of Specialty" means the description of a MBEs or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE and WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit towards this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

   NOTICE: The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

b. "B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.

c. "Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that issued by the City.

d. "Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

e. "Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

f. "Chief Procurement Officer" or "CPO" means the Chief Procurement Officer of the City of Chicago or his or her designee.

g. "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

h. "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.

i. "Contractor" means any person or business entity that has entered into a contract with the

City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

j. "Direct Participation" the total value of payments made to MBE or WBE firms for work that is completed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.

k. "Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

l. "Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

m. "Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

n. "Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

o. "Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor pursuant to 2-92-535, that is approved by the City of Chicago and complies with all requirements of 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

p. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois.

q. "Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.

r. "Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase, and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

s. "Women Business Enterprise" or "WBE" means a firm awarded certification as a women

owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois.

III. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet the contract's MBE/WBE participation goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

A. The joint venture may be eligible for credit towards the contract's MBE/WBE participation goals only if:
   1. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
   2. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
   3. Each joint venture partner executes the bid to the City; and
   4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.

B. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the contract's MBE/WBE participation goals, and the portion of those goals met by the joint venture, shall be final.

   The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

   Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work then the value of the work may be counted toward the contract's MBE/WBE participation goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

   The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the contract's MBE/WBE participation goals.

C. Schedule B: MBE/WBE Affidavit of Joint Venture

   Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its proposal a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:
   1. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
   2. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;

3. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
4. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

Notice: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

Notice: The City requires that, whenever a joint venture is proposed as the prime Contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

IV. COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm certified as both a MBE and a WBE may only listed on the bidder's compliance plan under one of the categories, but not both. **Only payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.**

A. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.
   1. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
   2. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.

B. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its **Area of Specialty** in which it is certified counts toward the Contract Specific Goals.

C. If the MBE or WBE performs the work itself:
   1. 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime

contractor or its affiliate)**. 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals**

D. If the MBE or WBE is a manufacturer:
1. 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.

E. If the MBE or WBE is a distributor or supplier:
1. 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.

F. If the MBE or WBE is a broker:
1. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
2. As defined above, Brokers provide no commercially useful function.

G. If the MBE or WBE is a member of the joint venture contractor/bidder:
1. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
2. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.
3. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted.

H. If the MBE or WBE subcontracts out any of its work:
1. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
2. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by C.1. above).
3. The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
5. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

V. REGULATIONS GOVERNING REDUCTIONS TO OR WAIVER OF MBE/WBE GOALS

The following Regulations set forth the standards to be used in determining whether or not a reduction or waivers of the MBE/WBE commitment goals of a particular contract are appropriate.

If a bidder determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

All bidders will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:
1) Bidders responding to Request for Proposals (RFPs) who have been identified as a sort listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
2) Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

A. Direct/Indirect Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

1. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal.. Documentation must include but is not necessarily limited to:

    a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;

    b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
        i. Name, address, email and telephone number of MBE/WBE firms solicited;
        ii. Date and time of contact;
        iii. Person contacted;
        iv. Method of contact (letter, telephone call, facsimile, email, etc.).

    c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
        i. Project identification and location;
        ii. Classification/commodity of work items for which quotations were sought;
        iii. Date, item, and location for acceptance of subcontractor bids;

iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why negotiations were not successful;
v. Affirmation that Good Faith Efforts have been demonstrated by: choosing subcontracting opportunities likely to achieve MBE/WBE goals; not imposing any limiting conditions which were not mandatory for all subcontractors; providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
   a. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
   b. A listing of all potential subcontractors contacted for a quotation on that work item;
   c. Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

3. Other documentation that demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
   a. The City's estimate for the work under a specific subcontract;
   b. The bidder’s own estimate for the work under the subcontract;
   c. An average of the bona fide prices quoted for the subcontract;
   d. Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

B. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/contractor has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community shown in Attachment A. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor

participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices, or standards not previously known by the Chief Procurement Officer, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

VI. PROCEDURE TO DETERMINE BID COMPLIANCE

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract: 1) An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or 2) a request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier, and/or Consultant

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor, and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms. Each Schedule C-1 must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C-1 must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C has been submitted with the bid, an executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five (5) business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

B. Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County, Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

C. Joint Venture Agreements.

If the bidder's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/contractor or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section III above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

D. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

E. Application for Approval of Mentor Protégé Agreement

Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

VII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

A. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.

B. The contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the contractor with instructions to report

payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

C. Once the prime contractor has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

D. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

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

E. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.

F. The contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

VIII. CHANGES TO COMPLIANCE PLAN

A. No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor’s own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

B. Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:
1. Unavailability after receipt of reasonable notice to proceed;
2. Failure of performance;
3. Financial incapacity;
4. Refusal by the subcontractor to honor the bid or proposal price or scope;
5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

6. Failure of the subcontractor to meet insurance, licensing, or bonding requirements;
7. The subcontractor's withdrawal of its bid or proposal;
8. Subcontractor provided false information; or
9. De-certification the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
10) Termination of a Mentor Protégé Agreement.

C. If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

1. The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
3. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section V. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
4. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
5. A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

D. The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

IX. NON-COMPLIANCE AND DAMAGES

A. Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts to comply with MBE or WBE participation requirements; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

B. Payments due to the contractor may be withheld until corrective action is taken.

C. Pursuant to 2-92-445, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the MBE/WBE participation commitment and the achieved amount of MBE/WBE participation, disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

D. The contractor shall have the right to protest the determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-445 of the Municipal

Code of the City of Chicago, within 15 business days of the determination.

X. Arbitration

A. In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.

B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

C. All arbitration fees are to be paid *pro rata* by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.

D. The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or contractor and subcontractor obligations.

Attachment A – Assist Agencies

Alliance of Business Leaders & Entrepreneurs (ABLE)
150 N. Michigan Ave. Suite 2800
Chicago, IL 60601
Phone: (312) 624-7733
Fax: (312) 624-7734
Web: www.ablechicago.com

Alliance of Minority and Female Contractors
c/o Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239

American Brotherhood of Contractors Business Development Center
11509 S. Elizabeth
Chicago, IL 60643
Phone: (773) 928-2225
Fax: (773)928-2209
Web: www.american-brotherhood.org

Asian American Institute
4753 N. Broadway St. Suite 904
Chicago, IL 60640
Phone: (773) 271-0899
Fax: (773) 271-1982
Web: www.aaichicago.org

Association of Asian Construction Enterprises
333 N. Ogden Avenue
Chicago, IL 60607
Phone: (847) 525-9693
Email: nakmancorp@aol.com

Black Contractors United
400 W. 76th Street, Suite 200
Chicago, IL 60620
Phone: (773) 483-4000
Fax: (773) 483-4150
Web: www.blackcontractorsunited.com

Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239
Web: www.fwcchicago.com

Hispanic American Construction Industry Association (HACIA)
901 West Jackson Boulevard, Suite 205
Chicago, IL 60607
Phone: (312) 666-5910
Fax: (312) 666-5692
Web: www.haciaworks.org

Illinois Black Chamber of Commerce
331 Fulton Street, Suite 530
Peoria, IL 61602
Phone: (309) 740-4430
Fax: (309) 672-1379
www.ilbcc.org

Illinois Hispanic Chamber of Commerce
855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbusiness.net

Latin American Chamber of Commerce
3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211
Fax: (773) 252-7065
Web:
www.latinamericanchamberofcommerce.com

National Association of Women Business Owners
Chicago Chapter
230 E. Ohio, Suite 400
Chicago, IL 60611
Phone: (312) 224-2605
Fax: (312) 644-8557
Web: www.nawbochicago.org

Chatham Business Association Small Business Development, Inc.
8441 S. Cottage Grove Avenue
Chicago, IL 60619
Phone: (773)994-5006
Fax: (773)994-9871
Web: www.cbaworks.org

Chicago Area Gay & Lesbian Chamber of Commerce
3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

Chicago Minority Supplier Development Council, Inc.
105 W. Adams, Suite 2300
Chicago, IL 60603-6233
Phone: (312) 755-8880
Fax: (312) 755-8890
Web: www.chicagomsdc.org

Chicago Urban League
4510 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-5800
Fax: (773) 285-7772
Web: www.cul-chicago.org

Chicago Women in Trades (CWIT)
4425 S. Western Blvd.
Chicago, IL 60609-3032
Phone: (773) 376-1450
Fax: (312) 942-0802
Web: www.chicagowomenintrades.org

Coalition for United Community Labor Force
1253 W. 63rd Street
Chicago, IL 60636
Phone: (312) 243-5149

Cosmopolitan Chamber of Commerce
203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 499-0611
Fax: (312) 332-2688
Web: www.cosmochamber.org

National Organization of Minority Engineers
33 West Monroe, Suite 1540
Chicago, IL 60603
Phone: (312) 425-9560
Fax: (312) 425-9564
Web: www.nomeonline.org

Rainbow/PUSH Coalition
International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2781
Fax: (773) 373-4104
Web: www.rainbowpush.org

South Shore Chamber, Incorporated
Black United Funds Bldg.
1750 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 955- 9508

Suburban Minority Contractors Association
1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010
Fax: (847) 382-1787
Web: www.suburbanblackcontractors.org

United Neighborhood Organization (UNO)
954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301
Fax: (312) 432-0077
Web: www.uno-online.org

Uptown Center Hull House
4520 N. Beacon Street
Chicago, IL 60640
Phone: (773) 561-3500
Fax: (773) 561-3507
Web: www.hullhouse.org

Women Construction Owners & Executives (WCOE)
Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250
Fax: (708) 366-5418
Web: www.wcoeusa.org

Englewood Black Chamber of Commerce
P.O. Box 21453
Chicago, IL 60621

Women's Business Development Center
8 South Michigan Ave., Suite 400
Chicago, IL 60603
Phone: (312) 853-3477
Fax: (312) 853-0145
Web: www.wbdc.org
January 2012

Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No.:
Project Description:

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

Dear _____:

_____ (Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

_____

_____

_____

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/ Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

_____
Name of Company Representative at Address/Phone

within (10) ten business days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 806
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____.

Sincerely,

Schedule B: Affidavit of Joint Venture (MBE/WBE)

Specification No:
Project Description:

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All information requested on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, additional sheets may be attached.

1. Name of joint venture: _____

   Address of joint venture: _____

   Phone number of joint venture: _____

   Contact person for matters concerning MBE/WBE compliance:

   _____

2. Identify each non-MBE/WBE venturer(s): _____

   Name of Firm: _____

   Address: _____

   Phone: _____

   Contact person for matters concerning MBE/WBE compliance:

   _____

3. Identify each MBE/WBE venturer(s): _____

   Name of Firm: _____

   Address: _____

   Phone: _____

   Contact person for matters concerning MBE/WBE compliance:

   _____

4. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture:

   _____

   _____

   _____

5. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBEs own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the

MBE/WBE to be dedicated to the performance of the project.

6. Ownership of the Joint Venture.

   a. What are the percentage(s) of MBE/WBE ownership of the joint venture? _____

      MBE/WBE ownership percentage(s) _____

      Non-MBE/WBE ownership percentage(s) _____

   b. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

      i. Profit and loss sharing: _____

      ii. Capital contributions:

         1. Dollar amounts of initial contribution: _____

         2. Dollar amounts of anticipated on-going contributions: _____

   c. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):

      _____

      _____

      _____

   d. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control:

      _____

      _____

      _____

   e. Provide copies of all written agreements between venturers concerning this project.

   f. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

      _____

      _____

      _____

7. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

   a. Joint venture check signing:

      _____

      _____

      _____

   b. Authority to enter contracts on behalf of the joint venture:

      _____

      _____

      _____

c. Signing, co-signing and/or collateralizing loans:

_____

_____

_____

d. Acquisition of lines of credit:

_____

_____

_____

e. Acquisition and indemnification of payment and performance bonds:

_____

_____

_____

f. Negotiating and signing labor agreements:

_____

_____

_____

g. Management of contract performance. (Identify by name and firm only):

i. Supervision of field operations: _____

ii. Major purchases: _____

iii. Estimating: _____

iv. Engineering: _____

8. Financial Controls of joint venture:

a. Which firm and/or individual will be responsible for keeping the books of account?

_____

b. Identify the managing partner, if any, and describe the means and measure of their compensation:

_____

_____

_____

c. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

_____

_____

_____

9. State the approximate number of operative personnel (by trade) needed to perform the joint ventures work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture

Note: If any personnel proposed for this project will be employees of the joint venture:

Are any proposed joint venture employees currently employed by either venturer?

Currently employed by non-MBE/WBE _____ (number) Employed by MBE/WBE _____

Identify by name and firm the individual who will be responsible for hiring joint venture employees:

_____

Which venturer will be responsible for the preparation of joint venture payrolls?

_____

Please state any material facts of additional information pertinent to the control and structure of this joint venture.

_____

_____

_____

_____

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint ventures work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

_____	_____
Name of MBE/WBE Partner Firm	Name of Non-MBE/WBE Partner Firm
_____	_____
Signature of Affiant	Signature of Affiant
_____	_____
Name and Title of Affiant	Name and Title of Affiant
Date _____	Date _____

On this _____ day of, 20___, the above-signed officers

Names of affiants: _____,

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public Signature: _____

(Seal)
Commission Expires: _____

FOR NON-CONSTRUCTION PROJECTS ONLY

SCHEDULE C-1

MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

Project Name:_____ Specification No.:_____

From:_____
(Name of MBE/WBE Firm)

To:_____and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

_____
_____
_____

The above described performance is offered for the following price and described terms of payment:

_____
_____
_____

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes ( ) No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

_____
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

_____
(Name/Title-Please Print)

_____
(Email & Phone Number)

FOR NON-CONSTRUCTION PROJECTS ONLY

SCHEDULE D-1

Compliance Plan Regarding MBE/WBE Utilization

Affidavit of Prime Contractor

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name:_____

Specification No.:_____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that **I** am a duly authorized representative of _____.
(Name of Prime Consultant/Contractor)

and that **I** have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed:[2] ____%

Total Participation % _____

2. Name of MBE/WBE:_____

2 The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

2. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

III. Summary of MBE/WBE Proposal

A. MBE Proposal **(Direct & Indirect)**

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation ($)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation ($)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal **(Direct & Indirect)**

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation ($)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation ($)	Percent Amount Participation (%)
Total Indirect WBE Participation		

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

_____

(Name- Please Print or Type) (Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

_____

(Name of Prime Contractor – Print or Type)

State of:_____

_____

(Signature)

County of:_____

_____

(Name/Title of Affiant – Print or Type)

_____

(Date)

On this_____day of_____, 20____, the above signed officer

_____

(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

_____

(Notary Public Signature)

SEAL:

Commission Expires:_____

Exhibit 5
Online City of Chicago Economic Disclosure Statement and Affidavit (EDS)
and
Attachment A: Online EDS Acknowledgement

Exhibit 5 - Online City of Chicago Economic Disclosure Statement and Affidavit (EDS) and Attachment A: Online EDS Acknowledgement

ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) FOR HEALTH PREPAREDNESS SUPPLIES AND RELATED SERVICES FOR THE CITY OF CHICAGO, SPECIFICATION NO. 120185, THE RESPONDENT 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. See Section 4.28, Required Contents of Proposal in the RFP. 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 Chief Procurement Officer.

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, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. 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. Site address that is specific to this EDS.
_____ 3. Contact that is responsible for this EDS.
_____ 4. EDS document from previous years, if available.
_____ 5. Ownership structure, and if applicable, owners' company information:
_____ a. % of ownership
_____ b. Legal Name
_____ c. FEIN/SSN
_____ d. City of Chicago Respondent Number, if available.
_____ e. Address
_____ 6. List of directors, 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 https://webapps.cityofchicago.org/EDSWeb

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 Procurement Services 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.

Q: 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 Procurement Services?
A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Standard 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 Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP 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

The undersigned, hereby acknowledges having received Specification No. 120185 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) _____, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing 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 no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld 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 in 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: _____

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

State of _____ (Affix Corporate Seal)

County of _____

This instrument was acknowledged before me on this _____ day of _____, 20___ by

_____ as President (or other authorized officer) and

_____ as Secretary of _____ (Company Name)

Notary Public Signature: _____ (Seal)

Exhibit 6

Insurance Requirements and Insurance Certificate

Exhibit 6 - Insurance Requirements and Insurance Certificate

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS
Chicago Department of Public Health
Health Preparedness Supplies for the City of Chicago

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Property

Contractor is responsible for all loss or damage to City property at full replacement cost that results from this Agreement.

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

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of

Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

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

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

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

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

Contractor must require all Subcontractors to provide the insurance required herein, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

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

Named Insured:_____ Specification #: 120185
Address: _____ RFQ #: ___
(Number and Street) Project Name #: _____
_____ Purchase Order #: ___
(City) (State) (ZIP)

Description of Operation/Location	

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

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

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

Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured

City of Chicago
Department of Procurement Services
121 N. LaSalle St., #806
Chicago, IL 60602

Signature of Authorized Rep. _____

Agency/Company: _____

Address: _____

Telephone: _____

For City use only
Name of City Department requesting certificate: (Using Dept.): ____

Address: _____ ZIP Code: _____ Attention: _____

Exhibit 7 – City of Chicago Sample Professional Services Agreement and Supply Terms

The sample Professional Services Agreement is provided in a separate PDF document along with this solicitation and is available on the DPS website, www.cityofchicago.org/bids.

Respondents are directed to review the provided *Sample Professional Services Agreement*:

filename: Spec120185_*Exhibit7_PSA.pdf*

Exhibit 8 - U.S. Department of Homeland Security Funding Opportunity Announcement (FOA) FY 2014 Homeland Security Grant Program (HSGP)

Respondents are directed to review the provided Homeland Security Funding Opportunity Announcement (FOA) FY 2014 Homeland Security Grant Program:

filename: Spec120185_*Exhibit8_FOA-HSG.pdf*

Exhibit 9 - U.S. Department of Homeland Security TP12-1201 HPP and PHEP Cooperative Agreement - 5U90TP000507-03

Respondents are directed to review the provided U.S. Department of Homeland Security TP12-1201 HPP and PHEP Cooperative Agreement:

filename: Spec120185_*Exhibit9_HPP-PHEP.pdf*

Exhibit 10
Local and Other Preferences: Adjustments to the Cost Proposal and Affidavits

Exhibit 10 – Local and Other Preferences: Adjustments to the Cost Proposal and Affidavits

LOCAL AND OTHER PREFERENCES: ADJUSTMENTS TO THE COST PROPOSAL

A. City-based Businesses (Chicago Business Preference)

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

"City-based business" means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and reports such facility to the Internal Revenue Service as a place of employment for the majority of its regular, full-time workforce; (ii) holds any appropriate city license; and (iii) is subject to applicable city taxes.

"Contract" means any contract, purchase order or agreement awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that a contract does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

"Prime Contractor" means a person who is a city- based business and the primary contractor on a contract. A "Prime Contractor" does not include any subcontractors.

If these RFP Documents pertain to a Contract having an estimated contract value of $100,000 or more, the CPO may apply a bid preference ("City Based Business Preference") of two percent of the cost proposal, in accordance with section 2-92-412 of the MCC, to any qualified Respondent that is a prime contractor.

Respondents desiring to take advantage of the City Based Business Preference must submit documentation with their Proposal that Respondent is a City-Based Business: a "City-Based Business Affidavit" and a copy of any Chicago business license(s) if applicable.

B. Alternatively Powered Vehicles Proposal Incentive

i. Definitions for Alternatively Powered Vehicles Bid Incentive

For purposes of this Section B only, the following definitions apply:

"Alternative fuel" has the meaning ascribed to that term in the Energy Policy Act of 1992, and the rules promulgated by the United States Department of Energy pursuant to that Act. The term "alternative fuel" includes but is not limited to natural gas, liquefied petroleum gas, hydrogen, ethanol E85 or electricity;

"Alternatively powered vehicle" means a vehicle that:

(a) is fueled by alternative fuel; provided that if a vehicle is capable of being powered by alternative fuel and traditional petroleum-based gasoline or petroleum-based diesel fuel, the vehicle must be powered by the alternative fuel for no less than 80% BTUs consumed during the three months prior to the submission of the bid; or

(b) is commonly referred to as a hybrid vehicle that is capable of being powered by a combination of any fuel and an alternative power source and the alternative power source includes an energy storage system to store generated or accumulated energy which substantially reduces the fuel use and emissions when compared to a standard vehicle of the same age, type and size; or

(c) is fueled by a biodiesel blend; provided that the vehicle is powered by the biodiesel blend for no less than 80% of the gallons consumed during the three months prior to the submission of the bid; or

(d) is fueled by traditional petroleum-based gasoline or petroleum-based diesel fuel, but powered by an engine substantially more efficiently designed than a standard vehicle of the same age, type and size; provided that the vehicle is rated by the United States Environmental Protection Agency in the top 5% for fuel efficiency for similar vehicles.

An "alternatively powered vehicle" does not include any vehicle which is: (i) primarily used in a warehouse or similar type of enclosed structure; (ii) required to use, or given credit for using, alternative fuel by any federal, state or local law; or (iii) subject to Section 2-92-595 of the Municipal Code of Chicago.

"Biodiesel blend" has the meaning ascribed to that term in Section 2-92-595 of the Municipal Code of Chicago.

"Construction project" has the meaning ascribed to that term in Section 2-92-335 of the Municipal Code of Chicago.

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the city and whose cost is to be paid from funds belonging to or administered by the city.

"Contract cost proposal" means the total dollar amount a Respondent proposes as its cost proposal on an RFP without factoring any incentive or preference.

"Eligible business" means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the “Six County Region”), and as to which: (1) a majority of the business' fleet is located and used within the Six County Region; and (2) a majority of those vehicles located and used within the Six County Region are alternatively powered vehicles.

"Fleet" means 10 or more vehicles that are owned, operated, leased or otherwise controlled by a business.

“Proposal Incentive” means an amount deducted, for proposal evaluation purposes only, from the Respondent's cost proposal in order to calculate the cost or price to be used to evaluate the proposal.

"Vehicle" means every device powered by a motor or engine and by, upon, or in which any person or property is or may be transported or drawn upon a street or highway, except a “vehicle” shall not include motorized wheelchairs, golf carts, neighborhood electric vehicles, as that term is defined in Section 9-4-010 of the Municipal Code of Chicago, devices moved solely by human power, devices used exclusively upon stationary rails or tracks, or snowmobiles, as defined in the Snowmobile Registration and Safety Act of Illinois.

ii. Eligibility for Alternatively Powered Vehicles Proposal Incentive

If these RFP Documents pertain to a Contract having an estimated contract value of $100,000 or more, the CPO may apply a proposal incentive of 1/2% to the contract cost proposal of a qualified respondent when the qualified respondent is an eligible business.

The incentive is used only to calculate an amount to be used in evaluating the price, and it will not affect the price of any contract that may ultimately be awarded.

For purposes of this section the total dollar value of a construction project contract includes both materials and labor.

(a) As a condition of being awarded a contract after claiming this incentive, the eligible business shall continue to meet the definition of an eligible business during the term of the contract.

(b) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of no less than seven years after final acceptance of the work.

(c) A Respondent desiring to receive an incentive pursuant to this section shall include with its bid submission the Affidavit of Eligible Business for Proposal Incentive for Alternative Powered Vehicles, which affirms that the Respondent satisfies all pertinent requirements as an eligible business.

(d) Upon completion of the work, any eligible business that receives a preference but that fails to meet the definition as an eligible business during the term of the contract shall be fined in an amount equal to three times the amount of the incentive.

(e) This section shall not apply to any contract to the extent that the requirements imposed by this section are inconsistent with procedures or standards required by any law or regulation of the United States or the State of Illinois to the extent such inconsistency is not permitted under law or the home rule powers of the city.

C. Joint Ventures Between Small Business Enterprises and Veteran-Owned Business Enterprises

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

"Contract cost proposal" means the total dollar amount a Respondent proposes as its cost proposal on an RFP without factoring any incentive or preference.

“Eligible joint venture” means an association of one or more small business enterprises in combination with one or more veteran-owned business enterprises, proposing to perform as a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their respective roles in the contract.

“Owned” means, as MCC 2-92-670 may be updated from time to time, having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

“Proposal Incentive” means an amount deducted, for proposal evaluation purposes only, from the Respondent's cost proposal in order to calculate the cost or price to be used to evaluate the proposal.

“Small business enterprise” means, as MCC 2-92-670 may be updated from time to time, a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 C.F.R. Part 121, relevant to the scope(s) of work the firm seeks to perform on city contracts. A firm is not an eligible small business enterprise in any city fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 C.F.R. Part 121.

“Veteran” means a person who has served in the United States armed forces and was discharged or separated under honorable conditions.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a proposal incentive of 5% of the contract cost proposal, to any qualified respondent that is an eligible joint venture.

Respondents desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the respondent satisfies all pertinent requirements as an eligible joint venture.

As a condition of being awarded after claiming this incentive, the eligible joint venture shall continue to meet the definition of an eligible joint venture. If a contract is awarded to the eligible joint venture, upon completion of the work, any eligible joint venture that receives a proposal incentive but fails to meet the definition of eligible joint venture during the term of the contract for which the proposal incentive was applied shall be fined in an amount equal to three times the amount of the proposal incentive.

The contractor shall maintain adequate records necessary to ensure compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractor shall maintain all relevant records a period that is the longer of seven years or as after final acceptance of the work in accordance with the Local Records Act.

CITY-BASED BUSINESS AFFIDAVIT

The City-Based Business preference of 2% is applicable to Contracts funded in whole by City funds. Respondent must complete this form, and provide a copy of its Chicago business license(s) if applicable, if it desires to be considered for this preference. Respondents that do not complete this page will not be regarded as City-Based Businesses. If Respondent's operations are at multiple locations in the City of Chicago, use additional sheets if necessary.

1. Is Respondent a “City-Based Business” as defined in the "Local and Other Preferences" portion of this solicitation and in MCC 2-92-412?

   ( ) Yes ( ) No

2. Does the Respondent report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago?

   ( ) Yes ( ) No

3. Does the Respondent conduct meaningful day-to-day business operations at a facility within the City of Chicago?

   ( ) Yes ( ) No

4. Street address of business location within the City of Chicago (P.O. address not accepted):

   _____

5. Describe the business activities are carried out at the location listed above: _____

   _____

6. How many full-time regular employees are currently employed at the location listed above? _____
7. Total number of full-time regular employees employed at all locations worldwide? _____
8. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required": _____

   _____

Respondent understands that it may be required to produce records to the Chief Procurement Officer 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 Respondent, 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 Respondent: _____
(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 _____ (date) by _____ (name/s of person/s making statement).

_____
(Signature of Notary Public) (Seal)

INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES AFFIDAVIT

An Eligible Business incentive for alternatively powered vehicles may be applicable. Respondent must complete this form if it desires to be considered for this incentive. Respondents who do not complete and submit this form with their proposals will be deemed to be non-Eligible Businesses.

1. Is Respondent a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region")? ( ) Yes ( ) No

2. Street address of principal place of business: _____

_____

3. How many total vehicles, as defined in the Local and Other Preferences section of this solicitation, "Incentive for Alternatively Powered Vehicles," are currently owned, operated, leased or otherwise controlled by respondent?

Line 3(a): _____

4. How many of respondent's vehicles are located and used within the Six County Region?

Line 4(a): number of vehicles _____

Line 4(b): percentage of fleet (line 4(a) divided by line 3(a)) _____%

5. How many of respondent's vehicles located and used within the Six County Region are alternatively powered vehicles, as defined in the Local and Other Preferences section of this solicitation, "Incentive for Alternatively Powered Vehicles?

Line 5(a): number of vehicles _____

Line 5(b): percentage of Six County fleet (line 5(a) divided by line 4(a)) _____%

Respondent understands that it may be required to produce records to the chief procurement officer 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 bidder, 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 Respondent: _____
(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 _____ (date) by
_____ (name/s of person/s making statement).

_____
(Signature of Notary Public)
(Seal)

SMALL BUSINESS ENTERPRISE AND VETERAN-OWNED BUSINESS ENTERPRISE JOINT VENTURE AFFIDAVIT

Respondent must complete this form if it desires to be considered for the incentive as described in the Local and Other Preferences section of this solicitation, for joint ventures between Small Business Enterprises and Veteran-Owned Business Enterprises. Respondents that do not complete this page will not be regarded as eligible joint ventures. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

1. Is respondent an "eligible joint venture" as defined in MCC 2-92-418?
( ) Yes ( ) No

2. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-670?
( ) Yes ( ) No

3. Is at least one member of the eligible joint venture a "veteran-owned business enterprise as that term is defined in MCC 2-92-670?
( ) Yes ( ) No

4. Is the veteran-owned business identified above certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57? If yes, please provide appropriate documentation.
( ) Yes ( ) No

5. If the answer to # 4 above is no, is the veteran-owned business an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?
( ) Yes ( ) No

6. If qualifying as a veteran-owned business under the requirements of #5 above, please list all owners, their percentage of ownership interest, and provide appropriate documentation demonstrating status as veteran, as that term is defined in MCC 2-92-418.

_____

_____

7. List City of Chicago business license(s) held and attach copies if applicable. If none are required, indicate "none required":

_____

Respondent understands that it may be required to produce records to the chief procurement officer 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 bidder, 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 Joint Venture: _____
(Print or Type)
Signature of Authorized Officer for SBE: _____
(Signature)
Title of Signatory: _____
(Print or Type)
Signature of Authorized Officer for Veteran-Owned Business: _____
(Signature)
Title of Signatory: _____
(Print or Type)
State of _____
County of _____
Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

_____
(Signature of Notary Public)
(Seal)