

**REQUEST FOR PROPOSAL ("RFP") FOR  
PARTS, LABOR, REPAIR, MAINTENANCE ACCESSORIES AND SUPPLIES  
TO OPERATE CITY OWNED HELICOPTERS**

**Specification No. 870601**

Required for use by:

**CITY OF CHICAGO  
(Department of Fleet and Facility Management)**



This RFP distributed by:

**CITY OF CHICAGO  
(Department of Procurement Services)**

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

Shannon E. Andrews, Chief Procurement Officer  
Attention: Joseph Chan Senior Procurement Specialist  
[joseph.chan@cityofchicago.org](mailto:joseph.chan@cityofchicago.org)  
312 -744-7659

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 November 29, 2018, 10:00 AM Central Time, City Hall,  
11th Floor, Room# 1103, 121 North LaSalle Street, Chicago, Illinois 60602.  
Attendance is Non-Mandatory but encouraged.

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M., CENTRAL TIME, ON  
February 1, 2019**

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**RAHM EMANUEL  
MAYOR**

**SHANNON E. ANDREWS  
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](http://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 (1) a 1% bid incentive; and (2) an additional 0.5 percent participation credit for every one percent of the value of the contract performed by a subcontractor MBE/WBE protégé (in addition, instead of being mentored by the prime, can be mentored by a first-tier subcontractor), 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<sup>1</sup> 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.

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-

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<sup>1</sup> For a list of assist agencies, visit

[www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/AssistAgenciesJune2016.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/AssistAgenciesJune2016.pdf).

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.

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](http://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](http://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\* 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](http://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](http://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](http://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](http://www.workforceboard.org/businesses) or call (312) 603-7066.

Schedule Cs must reflect the agreement between the subcontractor and the prime contractor. A subcontractor's signature on the Schedule C means it has agreed to the scope and price of work that is described therein. We strongly caution against subcontractors signing and sending blank Schedule Cs to prime contractors.

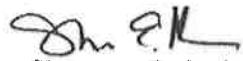
Pay at least the applicable wage rate, and note the requirements of the paid sick leave ordinance. On December 2, 2014, the City Council of the City of Chicago passed a new chapter of the Municipal Code, 1-24, specifying a minimum wage to be paid to all workers within the City of Chicago – not just employees 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\*; (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. In addition, § 1-24-045, Paid Sick Leave, which was passed in 2016, requires all employers of employees performing work in the City to provide paid sick leave, **effective July 1, 2017.**


Note that there are different types of waivers of lien. A *Conditional Waiver and Release Upon Progress Payment* is used when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a progress payment, and the claimant has not yet been paid. A *Conditional Waiver and Release Upon Final Payment* is used when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a final payment, and the claimant has not yet been paid. Remember, any outstanding balance that is owed to the claimant or retainage held should be noted in the balance section of the waiver of lien. An *Unconditional Waiver and Release Upon Progress Payment* is used when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a progress payment, and the claimant asserts in the waiver that he or she has received the progress payment. An *Unconditional Waiver and Release Upon Final Payment* is used

when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a final payment and the claimant asserts in the waiver that he or she has received the final payment.

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,



Shannon E. Andrews  
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](mailto: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**  
**PARTS, LABOR, REPAIR, MAINTENANCE ACCESSORIES AND SUPPLIES**  
**TO OPERATE CITY OWNED HELICOPTERS**

Specification No. 870601

**I. GENERAL INVITATION**

***A. Purpose of the Request for Proposal***

The City of Chicago Department of Fleet and Facility Management (the "Department"), seeks responses from qualified Respondents in the aviation industry to assist the City in the maintenance of helicopters as regulated by the Federal Aviation Administration (FAA). The operation of helicopters must meet the airworthiness requirements set forth by the FAA.

It is the Department of Fleet and Facility Management's (2FM) objective to receive proposals for Parts, Labor, Repair, Maintenance, Accessories and Supplies to Operate City Owned Helicopters. Upon evaluation of proposals, 2FM will seek to award contracts based on the following groups:

Group A: Bell Helicopters – Model 206-B3 and 206-L4

Group B: Bell Helicopters – Model 412-EP

**Respondents may submit a separate Proposal for one or more Groups (Group A and/or B) for performance of Services as outlined in Exhibit 1, Scope of Services and at the pricing quoted for all line items within each proposed Group in Exhibit 2, Compensation Schedule. The City reserves the right to award separate contracts for Group A and B to different entities or a single contract for both Groups to one entity.**

The City seeks to award contracts to Contractors that will ensure that City of Chicago helicopters are maintained according to Federal Aviation Administration (FAA) regulations and meet all airworthiness requirements. Also contracts will provide parts and repair services when required outside of regular general maintenance.

The Selected Respondent ("Contractor") must perform in a satisfactory manner consistent with standards of performance specified in Exhibit 1 Scope of Services and as determined by the City. The information contained in this RFP is intended to provide Respondents with background information on the overall project scope of services and is not intended for any other purpose. No guarantees are made or implied concerning the accuracy of data or information contained here. Respondents are responsible for conducting their own research for information they deem necessary for preparing their response to 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 to this RFP.

The work contemplated is professional in nature. It is understood that the Contractor acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that 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 from the City.

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

### ***B. Background***

The City of Chicago currently owns and operates four (4) Bell manufactured helicopters with a possible acquisition of a fifth helicopter in the near future. The Chicago Fire Department (CFD) operates two (2) Bell 412 Helicopters and the Chicago Police Department (CPD) operates two (2) Bell 206 Helicopters. CPD is currently evaluating a Bell UH-1N Helicopter for possible acquisition.

The Selected Respondent(s) will be required to provide experienced manufacturer's certified mechanics to make repairs. The manufacturer, Bell Helicopter, issues certifications according to specific models. Therefore, the mechanics will require certification from Bell to repair the Bell 412 and 206 models, corresponding with the Group for which the Respondent submitted a Proposal. Mechanics must also have FAA required Airframe & Powerplant (A&P) and integrated Airman (IA) certification. The Respondent will be required to be a Bell certified manufacturer parts center. It would be beneficial to the City to have repair facilities in close proximity to Chicago to reduce downtime.

The Respondent must have the ability to pilot the helicopter or cause to be piloted in the event the City of Chicago pilots are unavailable. Also, the Respondent must have the ability to transport or cause to be transported by ground in the event the helicopter is not airworthy.

### ***C. Internet Access to this RFP***

All materials related to the RFP will be available on the internet at:  
[www.cityofchicago.org/bids](http://www.cityofchicago.org/bids).

The City expects Respondents to have full access to technology. The City also intends to cut its costs while adhering to environmentally conscious practices; therefore, the City will not provide hardcopies of this RFP, Clarifications and/or Addenda.

**All Respondents are responsible for obtaining all RFP materials. If Respondent chooses to download and print an RFP document, the Respondent must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by emailing [BidandBond@cityofchicago.org](mailto: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.**

A Respondent who chooses to download an RFP solicitation instead of picking it up in person will be responsible for checking the aforementioned web site for clarifications and/or addenda, if any. 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 your Proposal. Note, 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.

The City accepts no responsibility for the timely delivery of materials or for alerting Respondents on posting to the DPS website information related to this RFP.

## **II. DEFINITIONS**

The following defined terms have the meanings specified below.

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

**“Addendum”** means a revision to the RFP Documents issued by the Chief Procurement Officer prior to the due date for submitting proposals.

**“Agreement”** means the City of Chicago’s Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms, as attached in this RFP in Exhibit 9.

**“CFD”** means City of Chicago Fire Department.

**“Chief Procurement Officer” or “CPO”** means the Chief Procurement Officer of the City of Chicago and any representative duly authorized in writing to act on her behalf.

**“Commissioner”** means the Chief executive of the City of Chicago Department of Fleet and Facility Management and any representative authorized in writing to act on the City Commissioner’s behalf.

**“COCHU”** means the City of Chicago Helicopter Unit.

**“Contractor” or “Consultant”** means the Respondent awarded a contract pursuant to this RFP process.

**“CPD”** means City of Chicago Police Department.

**“Department” or “2FM”** means the City of Chicago Department of Fleet and Facility Management.

**"EC"** means the Evaluation Committee appointed to review and assess all Proposals and make its recommendations to the Commissioner concerning its evaluations.

**"FAA"** means Federal Aviation Administration.

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

**"OEM"** means Original Equipment Manufacturer parts, accessories and supplies.

**"Proposal"** is the written content and documents submitted by a Respondent in response to this RFP.

**"Respondent"** means the primary entity which submits a Proposal in response to this RFP and may include subcontractors and other affiliates.

**"Selected Respondent"** means the awardee of the contract from this RFP.

**"Services"** means performance of all tasks, activities and deliverables as described in detail in Exhibit 1, Scope of Services and performed by qualified and licensed personnel of the selected Contractor from this RFP.

**"VEF"** means City of Chicago Vehicle Estimate Form attached to Exhibit 1.

### III. SCOPE OF SERVICES

#### A. *Description of Services*

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

#### B. *Contract Term*

Any contract awarded pursuant to this RFP solicitation shall be for a base contract period of five (5) years and up to one (1) additional 3-year option.

### IV. GENERAL INFORMATION AND GUIDELINES

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

##### 1. *Submission of Questions or Requests for Clarifications*

**Respondents must communicate only with the Department of Procurement Services.** All questions or requests for clarification must be in writing, sent by e-mail, and directed to the attention of Joseph Chan, joseph.chan@cityofchicago.org, Department of Procurement Services, Room 806, City Hall and must be received no later than 4:00 p.m. Central Time,

on December 7, 2018. Respondents are encouraged, but not required, to submit questions prior to the scheduled Pre-Proposal Conference.

All questions and requests for clarification must be submitted via e-mail." The subject line of the email must clearly indicate that the contents are "Questions and Request for Clarification" about the RFP and are "Not a Proposal" and must refer to "Request for Proposal ("RFP") for Parts, Labor, Repair, Maintenance, Accessories and Supplies to Operate City Owned Helicopters, Specification No. 870601." No telephone calls will be accepted unless the questions are general in nature.

## **2. Pre-Proposal Conference**

The City will hold a Pre-Proposal Conference at City Hall, 11<sup>th</sup> Floor, Room #1103, 121 North LaSalle Street Chicago, Illinois 60602 at 10:00 AM Central Time on November 29, 2018. 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 Joseph Chan prior to the Pre-Proposal Conference. The e-mail communication shall include the names, titles, e-mail 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 e-mailed prior to conference. Anything stated at this Pre-Proposal Conference is not intended to change the solicitation document. Any changes will be in writing in the form of an addendum issued by the Department of Procurement Services.

## **B. Deadline and Procedures for Submitting Proposals**

1. 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 February 1, 2019. The Bid & Bond Room can be reached at telephone number 312-744-9773.
2. The City may but is not required to accept Proposals that are not received by the date and time set forth in Section IV.B.1 above. Only the Chief Procurement Officer is empowered to determine whether to accept or return late Proposals.

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.

3. Proposals must be delivered to the following address:

Shannon E. Andrews, Chief Procurement Officer  
City of Chicago  
Department of Procurement Services  
Bid & Bond Room  
Room 103, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

4. Respondent must submit 1 hardcopy original, and 6 individual electronic copies of the original in one searchable pdf format, and a separate redacted copy of the entire Proposal or submission, with Pricing/Cost Proposal completed in Excel, all on a USB drive or CD-ROM. The original hardcopy must be clearly marked as "ORIGINAL" and must bear the original signature of an authorized officer on all documents requiring a signature. Copies must be exact duplicates of the ORIGINAL. Respondent must enclose all documents in sealed envelopes or boxes.
5. The outside of each sealed envelope or box must be labeled as follows:

Proposal Enclosed

Request for Proposal (RFP) for Parts, Labor, Repair, Maintenance,  
Accessories and Supplies to Operate City Owned Helicopters  
Specification No. 870601

**Due: February 1, 2019 4:00 p.m. Central Time,**

Submitted by: (Name of Respondent)

Package \_\_\_\_ of \_\_\_\_

6. 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, or determining if a Proposal was submitted by the date and time specified herein.

**C. RFP Information Resources**

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

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

**D. Procurement Timetable**

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

Key Activity	Target Date
City Issues RFP	November 19, 2018

Non-Mandatory Pre-Proposal Conference	<b>November 29, 2018</b>
Proposal Questions Due	<b>December 7, 2018</b>
Proposals Due	<b>February 1, 2019</b>

#### **E. Transparency Website: Trade Secrets**

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

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

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



## **V. PREPARING PROPOSALS: REQUIRED INFORMATION**

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

### **A. Format of Proposals**

Proposal hardcopy original must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned.

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

Electronic versions of the original proposal shall be word-searchable and mirror images of the original hardcopy.

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

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

**Respondent may submit a separate Proposal with applicable information pertinent to its Group A and/or Group B Proposal with a tabbed divider so the City can clearly distinguish each Proposal. Items referenced under Section V.B, Required Content of Proposal (subsection VB.2, VB.3, VB.4, VB.5, VB.6, VB.7, VB.8 and VB.9 are unique and specific to each Group. If the same information applies to one or more Groups, indicate this in the submittal. Items referenced under Section VB (subsections VB.10, VB.11, VB.12, VB.13 and VB.14) universally apply for each Group and only one submittal is necessary.**

**Item VB.1, Cover Letter, can be one submittal addressing your intent to submit a Proposal for one or more Groups and pertinent information relative to each proposed Group, if different.**

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

## **1. Cover Letter**

Respondent 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:

- a) Indicate the number of years the company/organization has been in business and provide an overview of the experience and background of the company/organization and its key personnel committed to this project.
- b) Identify the legal name of the company/organization, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited liability company or partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary of State.
- c) Indicate the name, telephone number(s) and e-mail address of the principal contact for this proposal, oral presentation or negotiations.
- d) Include statement of any objections or comments, to the City of Chicago's standard contract terms and conditions as stipulated in the Sample Professional Services Agreement in Exhibit 9 of this RFP.
- e) Acknowledge receipt of Addendum issued by the City, if any.

## **2. Executive Summary**

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

The summary should outline the Respondent's overall plan from the initial contract award (or pre-award meetings) phase, to post-initial and on-going operations of contract; general approach to project management and expected deliverables and reports.

## **3. Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to Perform Services for Each Group.**

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

### **a) Company Profile Information (See Form in Exhibit 3)**

Identify participants in Respondent's "Team." For example, if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must

identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

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

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

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

- (i) Schedule B as shown in Exhibit 5, if joint venture 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 as shown in Exhibit 6.
- (iii) Insurance certificate in the name of the joint venture business entity as shown in Exhibit 7.

**b) Company References/Client Profile Information (See Form in Exhibit 4)**

Respondent must provide at least three (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 should be included for each client reference:

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

Describe the general scope provided by the Respondent in terms of the Services in Exhibit 1 delivered to any referenced municipalities or clients.

Explain any differences, if any, from the requirements set forth in this RFP, or proposed in response to this RFP, compared to the deliverables provided to any referenced cities or clients.

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

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

**c) Capacity to Perform City Project**

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

**d) Business License/Authority to do Business in Illinois**

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

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](http://www.cityofchicago.org/businessaffairs).

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

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

#### **4. Professional Qualifications, Specialized Experience and Local Availability of Key Personnel who will be dedicated to the Services described in this RFP for Each Group**

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

- a) Summary of the key personnel who will be dedicated to the Services as proposed and consistent with Staffing Plan per Section V.B.6 b.
- b) Key personnel areas of expertise and areas for prime responsibility for various tasks or aspects of the Services.
- c) 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:
  - (i) Title and reporting responsibility.
  - (ii) Proposed role in this Project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
  - (iii) Pertinent areas of expertise and past experience
  - (iv) Base location (local facility, as applicable)
  - (v) Resumes or corporate personnel profiles which describe their overall experience and expertise.
- d) Copies of any certifications as may be required, by applicable law or as specified in this RFP, in order to provide the Services.

For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

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.

#### **5. Implementation and Management Plan for Each Group**

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

- a) Approach to Implementing Services**

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

**b) Organization Chart**

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

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

**6. Dedicated Resources for Each Group**

**a) Facilities, Equipment, and Personnel**

Describe facilities, equipment, support personnel, communication technologies, and other resources available for implementing the proposed Services. Identify type of Helicopter Maintenance and Repair Facility locations(s), helicopter certifications, hours of operation, Monday through Friday including weekends (Saturday and Sunday), and Legal Holidays, and licensed / certified helicopter maintenance and repair technicians available. Location of part inventories and hours of operation each weekday.

**b) Staffing Plan**

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

Submit resumes for key personnel that will be committed to this engagement. Correlate team members to the tasks they will be performing during

implementation/transition and on-going operations. For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

## **7. Requirements Interrogatories**

For each Group, Respondent must answer each question listed in Exhibit 1-A Requirement Interrogatories worksheet.

The Respondent's responses to the Requirements and Interrogatives in Exhibit 1A of this RFP must address the following:

- Degree to which Respondent's proposed approach meets the City's business and technical requirements.
- Added value of any particular component(s) of the proposed approach.
- Impact of the proposed approach on the operations of the user departments, and the demonstrated ability to enhance operational efficiency and effectiveness.

## **8. Schedule of Compensation / Cost Proposal**

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

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

**The City is requesting detailed information regarding the compensation for Parts and Services in Exhibit 2. All costs should be detailed for each year of the contract. (5 year base contract term, plus the 1 three-year extension option).**

All costs must be fixed and in writing. Costs must reflect all discounts and cost reductions. The City of Chicago anticipates awarding a contract under this RFP for a firm, fixed price for Services. Respondents must provide a detailed cost breakdown of all fee rates, costs, and expenses computed in the firm, fixed price to be charged to the City under Respondent's proposal.

If Respondent would like the City to apply, in evaluating Respondent's pricing, the (1) Preference for Chicago-based businesses, (2) Incentive for Alternately Powered Vehicles, (3) Incentive for Veteran-Owned Small Local Business Enterprises and Eligible Joint Ventures, (4) BEPD Commitment, or (5) Bid incentive for Diverse Workforce, Respondent must submit the applicable affidavit(s) with its proposal. A description of these preferences and affidavits can be found in Exhibit 10, Local and Other Preferences: Adjustments to the Cost Proposal and Affidavits.

## **9. No Stated Minority and Women Business Enterprises Goals**

It is the policy of the City of Chicago that local businesses certified as Minority-owned Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) in accordance with Section 2-92-450 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of all City contracts. The Chief Procurement Officer has determined that the nature of the services to be provided under this Contract are such that neither direct nor indirect subcontracting opportunities will be practicable. Therefore, there will be no stated goals for MBE/WBE participation resulting from this Contract. This determination is being made pursuant to Section 2-92-450 of the Municipal Code of Chicago. Refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFP as Exhibit 5.

If Respondent would like the City to apply, in evaluating Respondent's pricing, complete the Commitment to Utilize MBE and WBE Firms on No Stated Goals Contracts in Exhibit 10.

## **10. 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 proposal submission. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

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

Sufficient alternate documentation would be un-audited financial statements from those Respondents not required to have their financial statements audited. At a minimum, 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.

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

Respondent shall complete an Economic Disclosure Statement and Affidavit and Attachment A: Online EDS Acknowledgement. See Online City of Chicago EDS Instructions and Attachment A: Online EDS Acknowledgement, in Exhibit 6. If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of



500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an "entity holding an interest in an Applicant" as described in the EDS. All affidavits must be notarized. Upon completion of Online EDS, **Respondent shall 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 form .**

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

## **12. Legal Actions**

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

- a) A debtor in bankruptcy; or
- b) A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
- c) A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- d) A defendant in any criminal action; or
- e) A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- f) A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- g) A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

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

## **13. 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 7.

## **14. Disclosure of Conflicts of Interest**

The City expects that the Respondent will not have any conflicts of interests (including, but not limited to, any conflicts based on Respondent's participation in other City contracts). Therefore, Respondent should include in its Proposal a description of any actual or potential conflicts of interest.

## **VI. EVALUATING PROPOSALS**

### **A. Evaluation Process**

An Evaluation Committee, which will include the representatives from the Department of Fleet and Facility Management, 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 for each proposed Group. The Proposal evaluation process is organized into three phases:

- Phase I - Preliminary Proposal Assessment
- Phase II - Proposal Evaluation
- Phase III - Site Visits and/or Oral Presentations (if necessary)

#### **Phase I - Preliminary Proposal Assessment**

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

#### **Phase II - Proposal Evaluation**

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

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

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

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

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

## **B. Evaluation Criteria**

In Phase II, the Evaluation Committee will review the Respondent's Proposal to determine overall responsiveness and completeness of the Proposal for each Group with respect to the components outlined in the RFP using the following criteria (not necessarily listed in order of importance) as applicable:

### **1. Professional and Technical Competence**

- a) Ability to provide the Services described in the RFP, including capacity to perform the Scope of Services described in Exhibit 1 of this RFP.
- b) Professional Qualifications and Specialized Experience of Respondent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies).
- c) Professional Qualifications and Specialized Experience of Respondent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of Chicago.
- d) References / Past and Current Performance of the Respondent (and Team Members) on other contracts in terms of quality of services, operating within budget and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.

### **2. Quality, Comprehensiveness and Adequacy of the proposed Implementation and Management Plan:**

The EC will consider the quality, comprehensiveness and adequacy of the proposed plan for implementing and managing the services including the staffing plan, local availability and commitment of personnel who will manage and oversee the City of Chicago Project.

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

### **3. Response to Exhibit 1A: Requirement Interrogatories**

The EC will consider whether the answers and explanations to the requirements meet the City's needs.

### **4. Cost Proposal / Schedule of Compensation**

The City will consider completeness and adequacy of cost as per the Cost Proposal, Exhibit 2. In evaluating the reasonableness of proposed costs, the City may apply: (1) Preference for Chicago-based businesses, (2) Incentive for Alternatively Powered

Vehicles, (3) Incentive for Veteran-Owned Small Local Business Enterprises and Eligible Joint Ventures, (4) BEPD Commitment or (5) Bid Incentive for Diverse Workforce, as applicable.

**5. Legal Actions**

The EC will consider any legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.

**6. Financial Stability**

The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.

**7. Compliance with Laws, Ordinances, and Statutes**

The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in Exhibit 6.

**8. Degree to which the Respondent accepts the City's Terms and Conditions**

Respondent must indicate the degree to which it accepts the City's terms and conditions, including in the Scope of Services and in the City's Sample Professional Services Agreement in Exhibit 9. A Respondent that takes material objections to the City's terms and conditions may be found to be non-responsive and its Proposal may be rejected.

**9. Insurance**

The EC will consider the statement or other information confirming Respondent's ability to comply with the City's insurance requirements specified in Exhibit 7 of the RFP.

**10. 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.

**VII. SELECTION PROCESS**

After the Evaluation Committee ("EC") completes its review of Proposals for each Group in Phase II, it may submit to the 2FM Commissioner and Chief Procurement Officer a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select one Respondent, or a recommendation to reject any or all

Proposals. The City reserves the right to select a qualified Respondent for one or more Groups and award separate contracts for Group A, B and/or C.

### **Phase III- Site Visit and/or Oral Presentations**

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the 2FM Commissioner and Chief Procurement Officer, those short-listed Respondents may be subject to a site visit, and/or be 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 Respondent to respond to additional questions.

Following oral presentations, the Evaluation Committee will make a final evaluation of the Respondents for one or more Groups and submit its recommendation to the 2FM Commissioner. Such recommendation may be to enter into negotiations with only one Respondent or may be to enter into negotiations with more than one Respondent.

Upon receipt of the EC's recommendation, the 2FM 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 2FM 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.

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 2FM 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 interest. The receipt of Proposals or other documents will in no way obligate the City of Chicago to enter into any contract of any kind with any party.

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

### **A. Addenda**

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent (electronically or by mail) to all of the prospective Respondents listed on the "Take Out Sheet" prior to the Proposal due date. A copy of addenda associated with this RFP specification number will also be posted on the City of Chicago Department of Procurement Services' website and may be downloaded in lieu of being sent the addendum. Prospective Respondents are listed on the Take Out Sheet when they pick-up a copy of the RFP package from the Bid & Bond Room and leave a business card, e-mail **BidandBond@cityofchicago.org** or call in to the Bid & Bond Room to register their company as having downloaded a copy of the RFP prior to the Proposal due date. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent should acknowledge receipt.

Respondents are solely responsible for acquiring the necessary information or materials from the Bid & Bond Room.

Copies of the take-out list, and any addenda, are available from the Department of Procurement Services Bid & Bond Room 103, City Hall, 121 North LaSalle Street, Monday-Friday, 8:30 a.m. - 4:30 p.m.; 312-744-9773; and via the Internet at the Department of Procurement Services website: [www.cityofchicago.org/Procurement](http://www.cityofchicago.org/Procurement)

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

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

***B. City's Rights to Reject Proposals***

The City of Chicago, acting through its 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 by 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 Services described in this RFP or as may otherwise be so required.

***C. No Liability for Costs***

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

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

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

Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

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

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

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

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

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

## ***E. False Statements***

### **1. 1-21-010 False Statements**

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

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

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

**3. 1-21-030 Enforcement**

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

**F. Title VI Solicitation Notice**

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

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

If this Contract was advertised on or after June 30, 2018, Respondent shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" Exhibit 12 attached hereto) that Respondent has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment.



## **EXHIBIT 1**

### **SCOPE OF SERVICES**

#### **1) Goals and Objectives**

It is the Department of Fleet and Facility Management's (2FM) objective to receive proposals for Parts, Labor, Repair, Maintenance, Accessories and Supplies to Operate City Owned Helicopters. Upon evaluation of proposals, 2FM will seek to award contracts based on the following groups:

Group A: Bell Helicopters – Model 206-B3 (2006) and 206-L4 (1994)

Group B: Bell Helicopters – Model 412-EP (2001 and 2007)

The Selected Respondent awarded a contract pursuant to this RFP will perform the services in accordance with applicable laws, including Federal Administration Aviation (FAA) regulations, and in accordance with manufacturer specifications, and, further, will ensure that City of Chicago helicopters are maintained according to FAA regulations and manufacturer specifications, and meet all airworthiness requirements. Contractors will be obligated to furnish parts and repair services when required outside of regular general maintenance.

#### **2) Background**

Currently, the City of Chicago uses helicopters for public safety. The Chicago Police Department (CPD) utilizes Bell Model 206-B3 and 206-L4 to for surveillance of criminal activity. The Chicago Fire Department (CFD) utilizes Bell Model 412-EP for search and rescue.

All City helicopters meet the FAA requirements of 25 flight hours/ 30-day Maintenance Inspections, Annual Maintenance/Inspections and 5 year/3000 flight hours Maintenance/Inspections.

#### **3) Scope of Services**

##### **Contractor's Responsibilities**

The Contractor must maintain an established Helicopter maintenance facility, operating as such for no less than approximately ten (10) years with documented experience maintaining our manufacturer's helicopters. The Contractor shall make available to the City of Chicago maintenance personnel who possess a federal aviation administration, airframe and power plant license with a current inspection authorization, to maintain the City of Chicago's current maintenance scheduling program and perform other maintenance and repairs as requested by the City of Chicago. Contractor must have adequate certified personnel to maintain City of Chicago Helicopters, which average approximately 2000 hours of total flight hours for the combined helicopter types per calendar year.

The Contractor must have documented experience working with helicopters, turbine engines, and avionics. The Contractor shall maintain and repair City of Chicago helicopters, and components and systems. The Contractor will furnish and install all parts necessary to repair, service and maintain the aircrafts as airworthy. The Contractor must provide tooling necessary to diagnose and complete all repairs and maintenance. The Contractor shall provide all materials necessary to accomplish the installation and repair of all equipment on the helicopters. The Contractor shall be responsible for providing any specialty Subcontract work that Contractor deems necessary for any repairs and/or parts that require work for which the Contractor's mechanics do not possess the certified repair credentials for a minimum period of approximately five (5) years, including, without limitation, avionics issues, composite repairs, non-destructive testing, major repairs that require jigs or fixtures, and engine heavy maintenance which requires modules to be opened. Prior to providing any of these Subcontracted services the Contractor shall obtain an estimate and consult the City for approval of Subcontractor work. The City shall not be responsible for payment of any Subcontracted work for which prior City approval was not obtained. The Contractor shall remain responsible for all work performed under a contract awarded pursuant to this RFP, including any work subcontracted to third parties. The Selected Respondent awarded a contract pursuant to this RFP must ensure that any of its subcontractors providing services under the contract will conform to the requirements and standards of the RFP.

NOTE: For example, Subcontract/Subcontracted work may be required in the following instances;

- 1) Only an authorized engine shop would be allowed, per the manufacturer, and as approved by the Federal Aviation Administration (FAA).
- 2) If a Forward Looking Infrared (FLIR) camera is in need of service and requires repair, it will be removed and sent to the manufacturer.
- 3) When a radio is in need of repair it will be removed and sent to a qualified avionics shop or the manufacturer.
- 4) Component overhauls; composite repairs, non-destructive testing, major repairs that require jigs or fixtures and engine heavy maintenance which requires modules to be opened. Inspection, overhaul, repair, preservation, and the replacement of parts, but excluding preventive maintenance.

#### **Manufacturer's Warranty and Product Information**

The Contractor is required to provide and transfer all documentation issued by the manufacturer for the proposed parts. This includes the manufacturer's genuine parts/product information, recall notices, manuals, licenses, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.).

The Contractor must provide the original product warranty and related services for the parts and services provided under this contract in accordance with the standard warranty regularly supplied.

The warranty period will commence on the first day the new and/or repaired unit is placed in service by the City.

The Contractor's compliance with these requirements will be determined by the Chief Procurement Officer, whose decision will be binding.

### **Guarantee of Workmanship and Rebuilt Equipment**

In addition to any manufacturers' warranties, the Contractor must furnish a guarantee for the rebuilt manufacturers' parts, repair and maintenance provided by Contractor under this contract, either in accordance with the standard guarantee regularly supplied or pursuant to the minimum required guarantee terms set forth below, whichever is more beneficial to the City.

Minimum required guarantee: The Contractor hereby guarantees for a period of one (1) year on labor performed by the contractor or sub-contractor and a minimum of the longer of two (2) months for rebuilt parts or number of hours per manufacturer warranty 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 parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, on the part of the Contractor, or by reason of non-compliance with these specifications. The guarantee period will commence on the first day the repaired unit is placed in service by the City.

### **Protection of Work, Damages and Repair**

The Contractor must provide protection for all uncompleted work under this contract until the work has been completed and accepted by the City. Contractor will be responsible for the cost and repair of any damage to the aircraft or any part or component of the aircraft, while in the possession or control of the contractor or any subcontractors, commencing from the time that contractor transports the aircraft or aircraft parts from City premises for repairs.

### **Required Services**

Unless otherwise approved by the City, any required inspection, maintenance and/or repair required on the City of Chicago's helicopter or helicopter equipment, must be performed by a properly licensed mechanic at the City's facility. If the helicopter, itself, must be worked on at Contractor's manufacturer authorized repair/maintenance facility and is operational, it will be flown to each facility by a City-employed pilot. In the event a City-employed pilot is unavailable the contractor shall fly or cause the aircraft to be flown to a manufacturer's authorized repair/maintenance facility by a pilot certified to operate the aircraft. If the aircraft is deemed not flight worthy the contractor shall transport or cause the aircraft to be transported by ground to Contractor's manufacturer authorized repair/maintenance facility.

### **Requests for Service**

The Contractor will be notified by phone, from the City of Chicago, Department of Fleet and Facility Management, whenever any helicopter(s) requires repair services, or whenever a City of Chicago helicopter requires helicopter parts and/or assemblies. Any orders to be placed by the City of Chicago will be confirmed in writing by the City of Chicago, by and through the authorized Department designee in the form of a blanket release after the proper quotes and Vendor Estimate Forms are submitted correctly.

### **Priority Service**

The City of Chicago helicopters are recognized by the Contractor to be emergency equipment essential in providing public safety, health and welfare benefits to the City. The Contractor under this agreement will provide priority service to the City of Chicago Helicopters. The Contractor will provide FAA scheduled maintenance as well as unscheduled maintenance and/or repair as required.

### **Inventory Parts**

The Contractor and its sub-contractors, if any, will maintain access to quality, FAA approved when necessary, OEM and manufacture parts inventory sources, for all City of Chicago helicopters specified within, throughout the term of this contract.

Note: All parts and supplies must be new or overhauled. No used/refurbished parts or supplies will be accepted, unless specifically stipulated to by the respective department in writing. All previously overhauled or previously used parts, accessories, and assemblies supplied to the City, either by direct shipment to the City or if used during a repair for a City of Chicago Helicopter(s), must be tagged as such and are accompanied by historical records and FAA approval documentation of that part, accessory, and assembly. Any previously overhauled or used parts will be delivered to the City of Chicago with an airworthiness approval tag, or FAA form 8130-3.

### **Costs**

All parts, accessories, and assemblies may be charged to the City when: (1) the parts, accessories, and assemblies are required for repair service; and (2) the parts, accessories, and assemblies are ordered by the City as a parts-only order.

The Contractor will furnish a manufacturer's invoice, copy of page from manufacturer's price list or print of manufacturer's list price from the manufacturer's website for any parts used for repairs or supplied as parts supply only order.

The Contractor will furnish any Subcontractor invoice with Contractor's invoice.

### **General**

#### **Repair and Maintenance of City of Chicago Helicopters**

Work shall only be performed by a certified Federal Aviation Mechanic with a current Airframe and Power Plant Certificates, as well as any other necessary certificates and a minimum of

approximately five (5) years documented work experience, unless authorization is given, as indicated earlier in this specification.

The Contractor will have service personnel available, at the standard rate, Monday through Friday for eight (8) hours per day with the exception of City of Chicago legal holidays. The Contractor will have service personnel available on Saturdays, Sundays, and City of Chicago legal holidays in the event that emergency services are required. City of Chicago legal holidays and all day Saturday and Sunday repairs will be paid at an overtime rate as stated on the proposal page.

The Contractor shall be capable of providing emergency repairs twenty-four (24) hours per day anywhere in the City of Chicago with two (2) hour notice. Contractor shall be responsible for maintaining a designated mechanic to contact for "after" hours emergencies. Maintenance shall minimize disruption to the City of Chicago Helicopter Operations. Scheduling shall be determined by appropriate City of Chicago agency representatives. The City will retain parts removed by the Contractor during maintenance or repair. The disposition of removed parts will be determined by the City so as the City will gain any benefit of any value that remains with such parts.

All work completed under this contract shall be covered by applicable parts and labor warranties.

Contractor shall test for proper operation all components installed on City of Chicago helicopters.

Contractor shall perform all scheduled and non-scheduled maintenance in accordance with manufacturer maintenance manuals, Part 43 and Part 91 of the FAA regulations and accepted industry standards.

All parts and materials shall be legal and airworthy according to FAA and Manufacturer's standards with an airworthiness approval tag.

In the event that there are Parts Manufacturing Approval (PMA) components, rebuilt, or alternative parts available, the final decision of what part will be used will be made by the designated City of Chicago agency representative.

The Contractor will ensure that assigned personnel have attended all appropriate manufacture schools/academies to receive training on the care and maintenance for all City of Chicago owned aircraft. The Contractor will assure that assigned personnel have attended field maintenance school for all engine manufactures of City of Chicago owned aircraft. The City of Chicago designated agency representatives will be provided the completion certificates of all appropriate schools to ensure that the Contractor's personnel are in compliance prior to working on the City of Chicago Helicopters.

The Contractor shall notify the designated City of Chicago agency representative with proper advance notice of any scheduling requirements that require coordination of other City personnel (For example, City electricians, etc.) to minimize helicopter down time and complete the work in a timely manner.

Designated City of Chicago personnel have the authority to inspect all repair, maintenance and service completed on the City of Chicago helicopters by Contractor's personnel.

In the event that any of the City of Chicago helicopters becomes damaged while at the Contractor facility or if damaged by the Contractor or the Contractor's Representative or Subcontractor at any facility and cannot be certified to fly within seven (7) calendar days; the Contractor will be responsible to rent a replacement helicopter that is similar in capacity and functionality to the current damaged helicopter in for service, for the appropriate agency, until the City of Chicago helicopters is deemed certified to fly. The Helicopter rental costs will not be paid as a part of this contract. Nothing in this section shall preclude the City from pursuing any other remedy at law.

All payments, insurance and related costs will be the responsibility of the Contractor if any of the City of Chicago helicopters becomes damaged while at the Contractor facility, until the City of Chicago helicopters is deemed certified to fly.

All diagnostic, repair and maintenance services will be performed at the City of Chicago's helicopters hangar unless the City determines that it is in the City's best interest that Contractor perform such work at the Contractor's or Sub-Contractor's facilities.

The Contractor will be responsible for providing all required equipment and tools to maintain and repair the City of Chicago's helicopters not available in the City's facility. Use of any City equipment must first be authorized by an authorized 2FM representative or designee. Any authorized equipment use will be viewed as temporary authorization in nature. Any required repairs to said equipment, where the cause is determined to be caused by the Contractor's mechanics' misuse or negligence will be paid for by the Contractor.

**Contractor agrees to provide to the City of Chicago;**

- a. All personnel, labor, materials, tools, supplies, equipment, permits and license necessary for helicopter maintenance and repair at the COCHU.
- b. Contractor agrees to abide by specifications within this scope.
- c. Contractor shall provide a Certificate of Insurance in accordance with the Insurance Requirements set forth in Exhibit 7 of this RFP.

**The service shall be performed at:**

City of Chicago  
Helicopter Unit  
3954 E. Foreman Dr.  
Chicago, IL. 60617

The services shall be provided during:

The hours of 7:00 a.m. to 3:30 p.m. or as needed by the City of Chicago Helicopter Unit (COCHU).

**Detailed Description of Work:**

A. Contractor shall provide all labor, personnel, equipment, supplies, materials, tools, transportation, licenses, and/or permits, and insurance necessary to maintain City of Chicago aircrafts. The term "maintain" shall include service, repair, replace, troubleshoot and provide new items, for the aircraft airframe and engine. The primary place for the performance of maintenance is the COCHU facility. No mileage shall be charged or paid for the mechanics initial arrival and departure from COCHU, if the mechanic is required to leave the facility in order to pick up or drop off material, parts, or supplies and return to the "COCHU" in the same work day, the mileage may be claimed and itemized on the invoice.

Currently, the City of Chicago has two (2) Bell 206-aircrafts operated by the Chicago Police Department and two (2) Bell 412 EP aircrafts operated by the Chicago Fire Department. The City maintains the right to add or delete aircrafts from its fleet at any time.

B. The Contractor shall demonstrate adequate facilities, equipment, and personnel to perform airframe and engine maintenance and/or repair. Contractor's regular place of business shall be available for inspection by City of Chicago employees and access granted to City of Chicago employees while City of Chicago aircraft are being maintained or City of Chicago parts or equipment are on-site. Contractor's facility must be available in the event the required maintenance cannot be done at HU or it would be more efficient to do so.

C. Contractor shall only use FAA certified Airframe/Powerplant mechanics that have a minimum of approximately five (5) years' experience maintaining the aircraft or under the supervision of such. The City has found that the types of services sought by the City under this RFP generally can be performed, timely, by one mechanic to maintain City of Chicago aircraft. Contractor shall employ at least one (1) FAA certified Inspection Authorization (IA) mechanic to perform maintenance and/or repairs and shall submit a current copy of the IA certificate at the time of bid. Respondents must provide IA certificate(s) with their Proposals. Work experience shall be subject to verification by City of Chicago's 2FM personnel or designee. 2FM views a Respondent's ability to provide continuity of services (e.g., through dedicated personnel) as advantageous to the City.

D. Within fifteen (15) days of the notification of award of agreement, Contractor shall submit to "COCHU", the name, work experience, school/courses attended, copies of certificates, and ratings held of all personnel that shall perform maintenance on the City of Chicago aircraft. The information shall be used to determine compliance with contractual requirements throughout the term of this agreement. Contractors who desire to change mechanic(s) shall ensure compliance with all applicable requirements of the agreement and immediately notify 2FM in writing. The proposed new mechanic(s) must meet all experience

requirements of the agreement and applicable law. 2FM and or designee may accept or reject the proposed mechanic(s). Only "2FM" may waive or reduce applicable requirements.

E. It is the responsibility of Contractor to provide the tools which are necessary for routine maintenance or repair of the City of Chicago aircraft. Should the vendor requests the use of tools or special equipment that is not required for normal maintenance, Contractor shall provide a written cost estimate and receive authorization from 2FM personnel prior to purchase, or rental of these items. If approved, this cost shall be charged against the contract agreement. Any purchase of special equipment required for normal maintenance against the contract agreement will become the property of the City of Chicago.

F. Contractor shall maintain the aircraft in accordance with all appropriate FAA, manufacturer and City of Chicago requirements. Contractor will perform other services and repairs as necessary or as required by City of Chicago. Authorization for providing service, shall be at the direction of 2FM personnel.

G. To ensure compliance with FAA regulations, airworthiness directives, and manufacturer's bulletins, Contractor shall comply with Federal Aviation Regulation (FAR) 43.9 as it relates to logbook entries. The City of Chicago operates under FAR part 91 guidelines, but the city requires logbook entries to comply with FAR 43.9. The logbook entry shall be made on adhesive label material and securely attached to logbook page, or Contractor shall make a pen and ink entry. The attachment of any work order to the logbook and/or an entry to "see work order for details," shall not be allowed.

H. For the purpose of completing maintenance in a timely manner, Contractor may assign a second mechanic to any City of Chicago aircraft to expedite and complete any/all required repairs preventing additional down time due to a lengthy or complex procedure. This may be done with the approval of 2FM personnel and will be billed accordingly.

I. For all work, the contractor shall provide a written estimate of labor, parts, and time required to complete the specified maintenance and/or repairs. No work shall be done or parts supplied in excess of, or different from the original written estimate without the separate written approval of 2FM. If Contractor continues work without the separate written approval of 2FM personnel, then the City of Chicago is released from any and all obligation to pay any amount over the original estimate.

J. Whenever required maintenance and/or repairs involve the disassembly of critical components including but not limited to: 1) Flight controls, 2) Fuel and/or oil systems, 3) Rotors or 4) Structural supports, the work performed shall also be inspected by another mechanic and so noted by his/her initials on the checklist in use.

K. For scheduled maintenance, "COCHU" will notify Contractor 24 hours prior of the day that work must begin. For unscheduled events, the Contractor must provide mechanic no later than the beginning of the next business day after being notified by 2FM.



L. Contractor shall maintain aircraft on an "as requested" basis. Contractor shall notify 2FM personnel if maintenance and/or repairs cannot be completed within one (1) work day or by the estimated time of completion. Notification shall be made if maintenance, repairs and/or an inspection are interrupted for more than two (2) hours, excluding the end of a business day.

M. Contractor shall be required to complete appropriate checklists approved by the manufacturer, CFD, CPD, or FAA. This checklist shall be signed by the mechanic and made available to the pilot receiving the aircraft.

N. For all work, a "Vendor Estimate Form" will need to be supplied to the contractor. This is to be filled by the contractor with the proper contract lines and item codes along with a quote for time, material, and an estimated completion date. The 'VEF' will need to be sent back to 2FM of approval, and only when the contractor receives the "Blanket Release" they will have the authorization to start the needed repairs or inspections.

O. Written Repair Proposals

The Contractor will inspect the equipment and prepare a written proposal for all repairs including the Vehicle Estimate Form (VEF) for all repairs including but not limited to the following information:

- A. Contract number;
- B. Name of City Department;
- C. Name and phone number of City contact person;
- D. Description of equipment (make, model, serial number);
- E. Date equipment received by Contractor;
- F. Repair work required;
- G. Listing of parts used to repair equipment;
- H. Number of hours of labor to repair equipment; and
- I. Name and signature of the Contractor's employees performing the work.

The Contractor, upon written approval, in the form of a purchase order release from an authorized representative of the Department, may proceed with repairs.

In the event any piece of equipment cannot be repaired, due to replacement parts no longer being manufactured or other specific reasons, the Contractor will prepare a written explanation of the condition of the equipment and a recommended method of corrective action to be taken.

Estimates for parts and labor must be based on industry-recognized third party data, available from, e.g., tractor-trailer.net, mitchellsupport.com, or another recognized third-party estimating process, for those types of equipment and repairs for which such data is available.

Where it is found by the Chief Procurement Officer that the work performed is not consistent with industry standard and market prices, the City reserves the right to order such repair work to be performed by other Contractors. The City maintains the right to remove from the premises of the Contractor or Authorized Subcontractor any vehicle delivered for repair estimates.

If the estimate is disapproved, the Commissioner of the Department of Fleet and Facility Management may request a revised estimate from the Contractor, and/or have the vehicle removed from the Contractor's or authorized subcontractor's shop. The City reserves the right to furnish Contractor or authorized subcontractor with the parts necessary for the required repairs. If the parts are provided by the City, the Contractor agrees to install any City-furnished parts at the labor rates provided in the contract, furnish the warranty required by the contract for the labor performed, and adjust the estimate for the repairs accordingly.

P. In an effort to ensure the origin of life limited components, Contractor shall provide an itemized manufacturer's invoice for all life limited parts purchased from the manufacturer. The invoice shall be submitted with Contractor's invoice.

Q. Contractor shall provide a copy of the work order with the life limited component detailing the work performed for any component overhauled by or through Contractor.

R. The City of Chicago maintains a limited spare parts inventory and reserves the right to provide serviceable parts for use on departmental aircraft. Contractor shall utilize serviceable parts and/or supplies furnished by the City of Chicago. Contractor shall not purchase individual parts exceeding One-Hundred-Dollars and Zero Cents (\$100.00), for departmental aircrafts unless prior authorization has been obtained for that particular purchase from the City. CPD has the right to return the component for a full refund and shall not be subject to any restocking fees.

S. Technical advice may be obtained by Contractor from the appropriate manufacturer or other designated representatives.

T. Any damage caused to the aircraft or its components through negligence by Contractor or its employees shall be the sole responsibility of Contractor.

U. When maintenance and/or repairs must be accomplished at a Contractor's facility, the aircraft shall be kept in a hangar having adequate security. Contractor shall be responsible for the security of the aircraft while in their possession.



DEPARTMENT OF FLEET &  
FACILITY MANAGEMENT

## VEF FORM

### COMPLETED BY REQUESTOR

Request Type

☐ Emergency

☐ Do not send to Vendor

☐ Exhibit A

☐ Exhibit B

Vendor \_\_\_\_\_ PO No. (Contract No.): \_\_\_\_\_ PO Exp. Date \_\_\_\_\_

FUNDING STRIP: \_\_\_\_\_

☐ Approved F18 Attached

UNIT Number:  WORK ORDER Number:  PROJECT Number \_\_\_\_\_

ACTIVITY CODE:  FACILITY NAME: \_\_\_\_\_

Deliver to: \_\_\_\_\_

Requestor Name: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Approval Director/Designee (Print Name)

Approval Director/Designee(Signature)

Date \_\_\_\_\_

Approval Director/Designee (Print Name)

Approval Director/Designee(Signature)

Date \_\_\_\_\_

All Receivers cc: \_\_\_\_\_

Print Name (s)

SCOPE OF WORK

### COMPLETED BY VENDOR

☐ Check if Detailed Quote is Attached

List PO line and commodity number from contract	QTY	Unit Cost	Total
LABOR			
TOTAL COST \$			

Estimate Submitted by:

\_\_\_\_\_ Date \_\_\_\_\_ Estimated Date of Completion \_\_\_\_\_

Print Name

\_\_\_\_\_ E-mail Address \_\_\_\_\_

Signature

### COMPLETED BY FINANCE

☐ Received Date \_\_\_\_\_

Date to Staff: \_\_\_\_\_

REQUISITION NUMBER

RELEASE NUMBER

\_\_\_\_\_ Date \_\_\_\_\_

Finance (Print Name)

Finance (Signature)

## **EXHIBIT IA: Requirements Interrogatories**

**EXHIBIT 1A - REQUIREMENT INTERROGATORIES**  
**Parts, Labor, Repair, Maintenance, Accessories and Supplies to**  
**Operate City Owned Helicopters**  
**Specification#: 870601**

Mandatory Requirements		Yes/No	Preferred Requirements		Yes/No	Comments (If No, please explain)
<b>Mechanic Requirements:</b>			<b>Mechanic Requirements:</b>			
Mechanic must be a Certified Federal Aviation Mechanic		<b>YES</b>				
Mechanic must possess current FAA AirFrame and Power Plant (A&P) license with current Inspection Authorization (IA) (active for the last 5 years, less if approved by 2FM)		<b>YES</b>				
Manufacture field maintenance school for all engines utilized on City of Chicago aircraft		<b>YES</b>				
One (1) FAA license/certified Airframe and Powerplant (A&P) mechanic to perform maintenance and/or repair. A&P license/certificate due at bid time (active for the last 5 years, less if approved by 2FM)		<b>YES</b>				
			One (1) certified mechanic assigned to City of Chicago aircrafts		<b>YES</b>	
			Mechanic interview with 2FM		<b>YES</b>	
<b>Contractor Requirements:</b>			<b>Contractor Requirements:</b>			
Priority service will be provided		<b>YES</b>				
Helicopter maintenance facility, operating as such for no less the 10 years with documented experience maintaining the same manufacturer helicopters as the City of Chicago		<b>YES</b>				
			Documented experience working with helicopters, turbine engines, and avionics		<b>YES</b>	
Provide all parts and material necessary for repair, service & maintenance		<b>YES</b>				
Provide tools necessary to diagnose and complete all repairs and maintenance		<b>YES</b>				
Submit for approval all repairs to be completed by Contractor and/or its sub-contractor		<b>YES</b>				

**EXHIBIT 1A - REQUIREMENT INTERROGATORIES**  
**Parts, Labor, Repair, Maintenance, Accessories and Supplies to**  
**Operate City Owned Helicopters**  
**Specification#: 870601**

Provide and transfer all documentation issued by the manufacturer for proposed parts	YES			
Provide the original product warranty and related services for parts and services	YES			
In addition to warranties, Contractor must furnish a guarantee for the rebuilt manufacture's parts, repair and maintenance.	YES			
The minimum guarantee required: 1 year on labor performed by Contractor or Sub-Contractor; 2 months for rebuilt parts or number of hours per manufacturer warranty from the date of final acceptance by the City, the Contractor at its own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, on the part of the Contractor, or by reason of non-compliance with theses specifications. Guarantee periods begin on the first day the repaired unit is placed in service by the City.	YES			
Required inspection, maintenance and/or repair that is not done by the licensed mechanic provided under the contract at the City's facility, must be done at the equipment manufacture's closest in proximity to the City of Chicago. If the helicopter itself is to be worked on, a manufacture's authorized repair/maintenance facility and is operational, it will be flown to each facility by a City-employed pilot.	YES			
Contractor and its sub-contractor will maintain access to quality, FAA approved when necessary, OEM and manufactured parts inventory sources.	YES			
Overhaul parts or used parts, accessories, and assemblies supplied to the City, either by direct shipment to the city or used during a repair, must be tagged as such and accompanied by historical records and FAA approval documentation of the part, accessory, and assembly. Any overhauled or used parts will be delivered to the City of Chicago with airworthiness approval tag, or FAA form 8130-3.	YES			
		Contractor will furnish a copy of Manufacture's invoice of parts, accessories and assemblies required for repairs or ordered as parts only order.	YES	

**EXHIBIT 1A - REQUIREMENT INTERROGATORIES**  
**Parts, Labor, Repair, Maintenance, Accessories and Supplies to**  
**Operate City Owned Helicopters**  
**Specification#: 870601**

Contractor is responsible for damage of City helicopters while at the Contractor's facility. If the helicopter is unable to fly for 7 calendar days; the Contractor will rent a replacement helicopter with similar capacity and functionality to the City's damaged helicopter. All cost related to the rental will be responsibility of the Contractor and will not be paid under this contract. Rental will continue until the City's helicopter is certified to fly.	<b>YES</b>			
<b>Sub-Contractor Requirements:</b>		<b>Sub-Contractor Requirements:</b>		
Must possess certified repair credential for a minimum of 5 years in the areas of repair which it as been sub-contracted to complete including but not limited to avionics, composite repairs, non-destructive testing, major repairs that require jigs or fixtures, and engine heavy maintenance which requires modules to be opened. Inspection, overhaul, repair, preservation, and replacement of parts, but excluding preventative maintenance.	<b>YES</b>			
Radios requiring repairs will be removed and sent to a qualified avionics shop or the manufacturer. The Avionics shop would be a sub-contractor including, without limitation, avionics issues	<b>YES</b>			

## Exhibit 2 – Cost Proposal / Compensation Schedule

The Contractor will be compensated for labor, travel expenses and parts in accordance with the terms and conditions specified below.

### **Labor for Maintenance and Repair -**

The Contractor will be compensated for labor to repair helicopters at an hourly rate. The hourly rate will be calculated as actual time worked.

### **Transportation (Pilot) –**

Contractor will be compensated at a flat rate when the Contractor's pilot is required to fly City owned helicopters to/from Contractor's repair facility to/from City facility.

### **Transportation (Ground) –**

Contractor will be compensated at a flat rate for the ground transportation (to transport helicopter to/from Contractor facility to/from City facility).

### **Group A - Labor**

Hourly Labor Rate for all work required during regular working hours.	\$
Hourly Labor Rate for all work required outside of regular working hours, including weekends, holidays and emergency call backs.	\$

### **Group B - Labor**

Hourly Labor Rate for all work required during regular working hours.	\$
Hourly Labor Rate for all work required outside of regular working hours, including weekends, holidays and emergency call backs.	\$

Contractor must provide time sheets and any other reasonable documentation requested by the City to verify the billable hours invoiced to the City.



**Group A – Transportation**

Transportation by air to and from for repair	\$
Transportation by ground to and from for repair	\$

**Group B – Transportation**

Transportation by air to and from for repair	\$
Transportation by ground to and from for repair	\$

**Group A - Parts** (Equipment, Materials, Parts, Replacement Parts, Components and Accessories)

Original Equipment Manufacturer (OEM) Parts	Contractor Cost Plus ____ % Discount/Mark-up
Non-OEM Parts	Contractor Cost Plus ____ % Mark-up

**Group B - Parts** (Equipment, Materials, Parts, Replacement Parts, Components and Accessories)

Original Equipment Manufacturer (OEM) Parts	Contractor Cost Plus ____ % Discount/Mark-up
Non-OEM Parts	Contractor Cost Plus ____ % Mark-up

The Contractor will be compensated for equipment, materials, parts, replacement parts, components and accessories purchased under this Agreement (hereafter referred to as "parts") at the price paid by the Contractor plus the Contractor's proposed mark-up in its response to the RFP on its costs for the item (as may be negotiated lower by the City and included in the agreement between the City and the Contractor). When the City orders any item, Contractor must provide information in such detail as the City reasonably requests with respect to the above elements to ensure that the price paid by the City is consistent with the formula set forth above. Such information shall include, at a minimum:

- documentation substantiating the Contractor's cost for the item(s)
- a calculation of the discount proposed by the respondent in its response to the RFP against the Contractor's cost, as well as the mark up proposed by the respondent in its response to the RFP against its costs.

With respect to establishment of its costs for the item, Contractor must provide a copy of the invoice from the manufacturer to the Contractor for the part ordered by the City. The various elements of Contractor's response to the RFP pertaining to pricing the discount off the proposal price, as well as the mark-up over the Contractor's costs) will remain constant throughout the contract term and any extension periods that the City may elect to exercise.

The Contractor's cost for parts charged to the city cannot exceed any retail or commercially published price list, or any price quoted to the city for the same or equal part from a bona fide supplier. The Contractor must provide invoices from its supplier to substantiate pricing.

The Contractor's cost for parts, i.e. the actual prices the Contractor paid for the specific parts, must accompany the invoice sent to the city in the form of an invoice from the Contractor's supplier to the Contractor. However, if, for example, the Contractor's cost for parts used was a bulk purchase made by the Contractor for the Contractor's own inventory, then the Contractor must provide a copy of that bulk purchase invoice.

It is the Contractor's responsibility to ensure the city is getting the most competitive price available for parts and supplies that the Contractor purchases under this contract.

**EXHIBIT 3**  
**COMPANY PROFILE INFORMATION**

**GROUP:** \_\_\_\_\_

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

- (1) Legal Name of Firm: \_\_\_\_\_
- (2) Doing Business under Other Company Name?  
If yes, Name of Company: \_\_\_\_\_
- (3) Headquarters Address: \_\_\_\_\_
- (4) City, State, Zip Code: \_\_\_\_\_
- (5) Web Site Address: \_\_\_\_\_
- (6) Proposed Role:    ☐ Prime            ☐ Subcontractor/Subconsultant    ☐ Joint Venture Partner  
                                 ☐ Supplier or    ☐ Other: \_\_\_\_\_
- (7) Number of Years in Business: \_\_\_\_\_  
\_\_\_\_\_
- (8) Total Number of Employees: \_\_\_\_\_  
\_\_\_\_\_
- (9) Total Annual Revenues separated by last 3 full fiscal years: \_\_\_\_\_  
\_\_\_\_\_
- (10) Major Products and/or Services Offered: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (11) Other Products and/or Services: \_\_\_\_\_  
\_\_\_\_\_
- (12) Briefly describe your firm's strategy for the Helicopter Maintenance and Repair Services for clients:  
\_\_\_\_\_  
\_\_\_\_\_
- (13) Briefly describe your firm's experience with Helicopter Maintenance and Repair Parts and Services for clients:  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT 4**

**COMPANY REFERENCES/CLIENT PROFILE INFORMATION**

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

- (1) Client Name: \_\_\_\_\_
- (2) Address: \_\_\_\_\_
- (3) City, State, Zip Code: \_\_\_\_\_
- (4) Project Manager: \_\_\_\_\_
- (5) Telephone Number: \_\_\_\_\_
- (6) E-mail: \_\_\_\_\_
- (7) Number of Employees in Client Organization: \_\_\_\_\_
- (8) Project Scope of Services/Goals: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (9) Contract Award Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_
- (10) Initial Contract Amount: \$ \_\_\_\_\_ Final Contract Amount: \$ \_\_\_\_\_
- (11) Describe how the client's goals were met. Describe how the Helicopter Maintenance and Repair Services were implemented. Attach additional pages, as necessary.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (12) Discuss significant obstacles to providing the required Helicopter Maintenance and Repair Services and how those obstacles were overcome:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (13) Is the client still utilizing the Helicopter Maintenance and Repair Services?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (14) What was the cost/financing structure of the contract?  
\_\_\_\_\_

**EXHIBIT 5**  
**MBE/WBE SPECIAL CONDITIONS AND SCHEDULES**



CITY OF CHICAGO  
**Department of Procurement Services**  
**Shannon E. Andrews, Chief Procurement Officer**  
121 North LaSalle Street, Room 806  
Chicago, Illinois 60602-1284  
**Fax: 312-744-3281**

MBE & WBE Special Conditions for Commodities or Services Contracts

**1. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN  
BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES**

**1.1. Policy and Terms**

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 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, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will 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 will take affirmative action to ensure that women and minority businesses will have the maximum opportunity 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.

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

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 Percentage	WBE Percentage
0.0%	0.0%

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), 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 will 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 Specific 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 will 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 by it to involve MBEs and WBEs directly in the performance of this Contract.

The Contractor also may 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 contracts.

Pursuant to 2-92-535, the prime contractor may apply 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.

## **1.2. Definitions**

**"Area of Specialty"** means the description of an MBE 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/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 toward 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.E.P.D."** means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC Section 2-92-586.

**"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 is issued by the City.

**"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.

**"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.

**"Chief Procurement Officer" or "CPO"** means the chief procurement officer of the City of Chicago or his or her designee.

**"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.

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

**"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.

**"Direct Participation"** the value of payments made to MBE or WBE firms for work that is performed 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.

**"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.

**"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.

**"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.)

**"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.

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

**"Minority Owned 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.

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

**"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 a 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.

**"Women Owned 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.

### **1.3. Joint Ventures**

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific 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 Specific Goals only if:
  - i. 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;
  - ii. 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;
  - iii. Each joint venture partner executes the bid to the City; and
  - iv. 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 i, ii, and iii 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 Specific 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 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.

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 Specific 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 bid 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:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. 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;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and



- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

**NOTE:** 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.

#### **1.4. Counting MBE/WBE Participation Toward the Contract Specific 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 that is certified as both a MBE and a WBE may only be 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.
  - i. 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.
  - ii. 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.
  - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- 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. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 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: 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: 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:
  - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
  - ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
  - i. 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
  - ii. 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 the Schedule B.
  - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
  - i. 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.
  - ii. 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) above).
  - iii. 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, 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.
  - iv. 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.
  - v. 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.

#### 1.5. 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 waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE Contract-Specific Goals 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.

A bidder 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:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short 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
- 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.

**1.5.1. 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.

- a. 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:
  1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
  2. A listing of all MBE/WBE firms contacted that includes:
    - o Name, address, telephone number and email of MBE/WBE firms solicited;
    - o Date and time of contact;
    - o Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
  3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:

- Project identification and location;
- Classification/commodity of work items for which quotations were sought;
- Date, item and location for acceptance of subcontractor bid proposals;
- Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
- 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

- b. 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:
1. 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).
    - A listing of all potential subcontractors contacted for a quotation on that work item;
    - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
  2. Other documentation which 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:
    - The City's estimate for the work under a specific subcontract;
    - The bidder's own estimate for the work under the subcontract;
    - An average of the bona fide prices quoted for the subcontract;
    - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

**1.5.2. Assist Agency Participation in waiver/reduction requests**

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. 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 to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations 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 to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

#### **1.5.3. Impracticability**

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.

The requirements set forth in these Regulations (this subsection 1.5, "Regulations Governing Reductions to or Waiver of MBEWBE Goals") 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.

#### **1.6. 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:

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- 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:

**(1) 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 be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C 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-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five 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.

**(2) 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.

**(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).**

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder 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 1.3, "Joint Ventures," 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).

**(4) Schedule D-1: Required Schedules Regarding MBE/WBE Utilization**

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 1.5, "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" 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.

**(5) 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.

**1.7. 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 report. 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 subcontractor, including zero dollar amount payments, the subcontractor 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 project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

**1.8. Changes to Compliance Plan**

**1.8.1. Permissible Basis for Change Required**

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.

Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;
- c) Financial incapacity;
- d) Refusal by the subcontractor to honor the bid or proposal price or scope;
- e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g) The subcontractor's withdrawal of its bid or proposal; or
- h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- i) Termination of a Mentor Protégé Agreement.

#### **1.8.2. Procedure for Requesting Approval**

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

- a) 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.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) 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 5. 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.
- d) 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.



- e) 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.

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.

#### **1.9. Non-Compliance and Damages**

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; 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.

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

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and 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.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

#### **1.10. 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 arbitral 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 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.

**1.11. 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.

**1.12. Attachments and Schedules**

The following attachments and schedules follow, they may also be downloaded from the Internet at:  
<http://www.cityofchicago.org/forms>

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

Attachment A – Assist Agency List



**CITY OF CHICAGO  
ASSIST AGENCY LIST**

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

<p><b>American Brotherhood of Contractors</b> 935 West 175<sup>th</sup> Street Homewood, Illinois 60430 Phone: (773) 491-5640 Email: <a href="mailto:arba@constructive-business.com">arba@constructive-business.com</a></p> <p><b>Asian American Business Expo</b> 207 East Ohio St. Suite 218 Chicago, IL 60611 Phone: 312-233-2810 Fax: 312-268-6388 Email: <a href="mailto:Janny@AsianAmericanBusinessExpo.org">Janny@AsianAmericanBusinessExpo.org</a></p> <p><b>Asian American Institute</b> 4753 N. Broadway St. Suite 904 Chicago, IL 60640 Phone: (773) 271-0899 Fax: (773) 271-1982 Email: <a href="mailto:kfernicola@aaichicago.org">kfernicola@aaichicago.org</a> Web: <a href="http://www.aaichicago.org">www.aaichicago.org</a></p> <p><b>Association of Asian Construction Enterprises</b> 333 N. Ogden Avenue Chicago, IL 60607 Phone: (847) 525-9693 Email: <a href="mailto:nakmancorp@aol.com">nakmancorp@aol.com</a></p> <p><b>Black Contractors United</b> 400 W. 76<sup>th</sup> Street, Suite 200 Chicago, IL 60620 Phone: (773) 483-4000 Fax: (773) 483-4150 Email: <a href="mailto:bcunewera@att.net">bcunewera@att.net</a> Web: <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a></p> <p><b>Cosmopolitan Chamber of Commerce</b> 203 N. Wabash, Suite 518 Chicago, IL 60601 Phone: (312) 499-0611 Fax: (312) 332-2688 Email: <a href="mailto:ccarey@cosmococ.org">ccarey@cosmococ.org</a> Web: <a href="http://www.cosmochamber.org">www.cosmochamber.org</a></p> <p><b>Eighteenth Street Development Corporation</b> 1843 South Carpenter Chicago, Illinois 60608 Phone: (312) 733-2287 Fax: (773)-353-1683 <a href="mailto:asoto@eighteenthstreet.org">asoto@eighteenthstreet.org</a> <a href="http://www.eighteenthstreet.org">www.eighteenthstreet.org</a></p>	<p><b>Chatham Business Association Small Business Development, Inc.</b> 8441 S. Cottage Grove Avenue Chicago, IL 60619 Phone: (773)994-5006 Fax: (773)994-9871 Email: <a href="mailto:melkelcba@sbcglobal.net">melkelcba@sbcglobal.net</a> Web: <a href="http://www.cbaworks.org">www.cbaworks.org</a></p> <p><b>Chicago Area Gay &amp; Lesbian Chamber of Commerce</b> 3656 N. Halsted Chicago, IL 60613 Phone: (773) 303-0167 Fax: (773) 303-0168 Email: <a href="mailto:info@glchamber.org">info@glchamber.org</a> Web: <a href="http://www.glchamber.org">www.glchamber.org</a></p> <p><b>Chicago Minority Supplier Development Council, Inc.</b> 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: (312) 755-8880 Fax: (312) 755-8890 Email: <a href="mailto:pbarreda@chicagomsgdc.org">pbarreda@chicagomsgdc.org</a> Web: <a href="http://www.chicagomsgdc.org">www.chicagomsgdc.org</a></p> <p><b>Chicago Urban League</b> 4510 S. Michigan Ave. Chicago, IL 60653 Phone: (773) 285-5800 Fax: (773) 285-7772 Email: <a href="mailto:president@thechicagourbanleague.org">president@thechicagourbanleague.org</a> Web: <a href="http://www.cul-chicago.org">www.cul-chicago.org</a></p> <p><b>Chicago Women in Trades (CWIT)</b> 4425 S. Western Blvd. Chicago, IL 60609-3032 Phone: (773) 376-1450 Fax: (312) 942-0802 Email: <a href="mailto:cwinfo@cwit2.org">cwinfo@cwit2.org</a> Web: <a href="http://www.chicagowomenintrades.org">www.chicagowomenintrades.org</a></p> <p><b>Coalition for United Community Labor Force</b> 1253 W. 63<sup>rd</sup> Street Chicago, IL 60636 Phone: (312) 243-5149 Email: <a href="mailto:johnrev.hatchett@comcast.net">johnrev.hatchett@comcast.net</a></p>
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City of Chicago Department of Procurement Services ~ Assist Agencies (cont'd)

<p><b>Federation of Women Contractors</b> 5650 S. Archer Avenue Chicago, IL 60638 Phone: (312) 360-1122 Fax: (312) 360-0239 Email: <a href="mailto:fwcchicago@aol.com">fwcchicago@aol.com</a> Web: <a href="http://www.fwcchicago.com">www.fwcchicago.com</a></p> <p><b>Hispanic American Construction Industry Association (HACIA)</b> 650 West Lake Street Chicago, IL 60661 Phone: (312) 666-5910 Fax: (312) 666-5692 Email: <a href="mailto:info@haciaworks.org">info@haciaworks.org</a> Web: <a href="http://www.haciaworks.org">www.haciaworks.org</a></p> <p><b>Illinois Hispanic Chamber of Commerce</b> 855 W. Adams, Suite 100 Chicago, IL 60607 Phone: (312) 425-9500 Fax: (312) 425-9510 Email: <a href="mailto:oduque@ihccbusiness.net">oduque@ihccbusiness.net</a> Web: <a href="http://www.ihccbusiness.net">www.ihccbusiness.net</a></p> <p><b>Latin American Chamber of Commerce</b> 3512 West Fullerton Avenue Chicago, IL 60647 Phone: (773) 252-5211 Fax: (773) 252-7065 Email: <a href="mailto:d.lorenzopadron@latinamericanchamberofcommerce.com">d.lorenzopadron@latinamericanchamberofcommerce.com</a> Web: <a href="http://www.latinamericanchamberofcommerce.com">www.latinamericanchamberofcommerce.com</a></p> <p><b>National Organization of Minority Engineers</b> 33 West Monroe Suite 1540 Chicago, Illinois 60603 Phone: (312) 425-9560 Fax: (312) 425-9564 Email: <a href="mailto:shandy@infrastructure-eng.com">shandy@infrastructure-eng.com</a> Web: <a href="http://www.nomeonline.org">www.nomeonline.org</a></p> <p><b>National Association of Women Business Owners</b> Chicago Chapter 230 E. Ohio, Suite 400 Chicago, IL 60611 Phone: (312) 224-2605 Fax: (312) 6448557 Email: <a href="mailto:info@nawbochicago.org">info@nawbochicago.org</a> Web: <a href="http://www.nawbochicago.org">www.nawbochicago.org</a></p>	<p><b>Rainbow/PUSH Coalition</b> International Trade Bureau 930 E. 50<sup>th</sup> Street Chicago, IL 60615 Phone: (773) 256-2781 Fax: (773) 373-4104 Email: <a href="mailto:bevans@rainbowpush.org">bevans@rainbowpush.org</a> Web: <a href="http://www.rainbowpush.org">www.rainbowpush.org</a></p> <p><b>South Shore Chamber, Incorporated</b> Black United Funds Bldg. 1750 E. 71<sup>st</sup> Street Chicago, IL 60649-2000 Phone: (773) 955- 9508 Email: <a href="mailto:sshorechamber@sbcglobal.net">sshorechamber@sbcglobal.net</a> Web: <a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a></p> <p><b>Suburban Minority Contractors Association</b> 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: (847) 852-5010 Fax: (847) 382-1787 Email: <a href="mailto:aprilcobra@hotmail.com">aprilcobra@hotmail.com</a> Web: <a href="http://www.suburbanblackcontractors.org">www.suburbanblackcontractors.org</a></p> <p><b>Women Construction Owners &amp; Executives (WCOE)</b> Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: (708) 366-1250 Fax: (708) 366-5418 Email: <a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a> Web: <a href="http://www.wcoeusa.org">www.wcoeusa.org</a></p> <p><b>Women's Business Development Center</b> 8 South Michigan Ave., Suite 400 Chicago, IL 60603 Phone: (312) 853-3477 Fax: (312) 853-0145 Email: <a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a> Web: <a href="http://www.wbdc.org">www.wbdc.org</a></p>
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**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.:** 870601

**Project Description:** Parts, Labor, Repair, Maintenance Accessories and Supplies to Operate City Owned Helicopters

(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:

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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

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Name of Company Representative	at	Address/Phone
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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

**SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)**

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 by 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.

- I. Name of joint venture: \_\_\_\_\_  
Address of joint venture: \_\_\_\_\_  
Phone number of joint venture: \_\_\_\_\_
- II. Identify each non-MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- III. Identify each MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- V. 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/WBE's 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.
- VI. 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):
    1. Profit and loss sharing: \_\_\_\_\_
    2. Capital contributions:
      - (a) Dollar amounts of initial contribution: \_\_\_\_\_

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

(b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Provide copies of all written agreements between venturers concerning this project.
6. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- VII. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- 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):
1. Supervision of field operations: \_\_\_\_\_
  2. Major purchases: \_\_\_\_\_
  3. Estimating: \_\_\_\_\_
  4. Engineering: \_\_\_\_\_
- VIII. 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?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.





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

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 venture's 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

Firm

\_\_\_\_\_  
Name of Non-MBE/WBE Partner

\_\_\_\_\_  
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.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)

**Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant**



**SCHEDULE C-1**  
**MBE/WBE Letter of Intent to Perform as a**  
**Subcontractor, Supplier, or Consultant**

**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

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)

**Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan**



**SCHEDULE D-1**  
Compliance Plan Regarding MBE/WBE Utilization  
Affidavit of Prime Contractor

**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

**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:<sup>1</sup> \_\_\_\_\_%

**Total Participation %** \_\_\_\_\_

2. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

<sup>1</sup> 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.

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

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: \_\_\_\_\_

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

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

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

**III. Summary of MBE/WBE Proposal**

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

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Direct MBE Participation</b>		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Indirect MBE Participation</b>		

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

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Direct WBE Participation</b>		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Indirect WBE Participation</b>		

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

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 6

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

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP), FOR PARTS, LABOR, REPAIR, MAINTENANCE ACCESSORIES AND SUPPLIES TO OPERATE CITY OWNED HELICOPTERS, SPECIFICATION NO. 870601, THE RESPONDENT(S) SHALL SUBMIT 2 DOCUMENTS: 1) A "CERTIFICATE OF FILING" EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

#### 1. ONLINE EDS FILING

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

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

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

##### 1.2. ONLINE EDS WEB LINK

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

##### 1.3. ONLINE EDS NUMBER

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

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

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

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. See Section V. B.10, 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 Vendor Number, if available.  
\_\_\_\_\_
  - e. Address  
\_\_\_\_\_
6. List of Commissioners, officers, titleholders, etc. (if applicable).  
\_\_\_\_\_
7. For partnerships/LLC/LLP/Joint ventures, etc.:  
\_\_\_\_\_
  - a. List of controlling parties (if applicable).  
\_\_\_\_\_

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

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

## 1.7. EDS FREQUENTLY ASKED QUESTIONS

### **Q: Where do I file?**

A: The web link for the Online EDS is <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:

<b>Applicants:</b>	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.
<b>Entities holding an interest:</b>	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.
<b>Controlling entities:</b>	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 rmail.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 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.com/products/reader/](http://www.adobe.com/products/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 <http://get.adobe.com/flashplayer>

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. 870601 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 7

### CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE

#### Department of Fleet and Facility Management

#### Parts, Labor, Repair, Maintenance Accessories and Supplies to Operate City Owned Helicopters

#### A. INSURANCE REQUIRED

Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, services or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Contract.

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)  
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services or operations under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease each employee, or the full per occurrence limits of the policy, whichever is greater.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 2) Commercial General Liability (Primary and Umbrella)  
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, 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 must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

Contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the City locations including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Aviation Liability/Aviation Hull — (when applicable)

When any aircraft equipment that is being maintained and/or repaired is used in connection with work or services performed hereunder, Contractor must provide Aviation Liability Insurance with limits of not less than \$10,000,000 per occurrence for bodily injury and property damage liability and Helicopter Hull coverage limits of \$10,000,000 per helicopter if applicable. Coverage must include the following: Hangarkeepers Legal Liability, Products Liability and Completed Operations Liability. The City of Chicago is to be named as an additional insured.

6) Property

The Contractor is responsible for any damage to City property including the Fire Department helicopter(s) and/or any other parts and equipment at full replacement cost incurred during repair, maintenance or any other service of helicopters while in the care, custody and control of the Contractor or loss to any City property that results from this Contract.

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**

Evidence of Insurance. Contractor must furnish the City, Chicago Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602 original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, 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 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, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it 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.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Agreement shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within

the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

Insurance not Limited by Indemnification. 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.

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. 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.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

## EXHIBIT 8

### CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act. See 45 CFR parts 160 and 164.

1. Contractor must not use or further disclose Protected Health Information ("PHI") other than as permitted or required by this Agreement or as Required by Law. (<http://www.hhs.gov/ocr/hipaa/>)
2. Contractor must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
3. Contractor must mitigate to the extent practicable any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.
4. Contractor must report any use or disclosure of the PHI not provided for by this Agreement to the City.
5. Contractor must ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
6. If the Contractor has PHI in a Designated Record Set then Contractor must provide access, at the request of the City, and in the time and manner designated by the City, to PHI in a Designated Record Set, to City or, as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. If the Contractor has PHI in a Designated Record Set then Contractor must make any amendments to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR 164.526 at the request of City or an Individual, and in the time and manner designated by City.
8. Contractor must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, City available to the City, or at the request of the City to the Secretary, in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining City's compliance with the Privacy Rule.
9. Contractor must document the disclosure of PHI and information relating to such disclosures as would be required for City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
10. Contractor must provide to City or an Individual, in time and manner designated by City, information collected which relates to the disclosure of PHI, to permit City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
11. Contractor must either return all PHI to the City or destroy it, at the City's option, upon termination or expiration of this Agreement.
12. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic health information that it creates, receives, maintains, or transmits on behalf of the City as required by 45 CFR part 164.
13. Contractor must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.
14. Contractor must report to the City any security incident of which it becomes aware.

**EXHIBIT 9**

**CITY OF CHICAGO SAMPLE PROFESSIONAL SERVICES AGREEMENT**

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](http://www.cityofchicago.org/bids).

Respondents are directed to review the provided Professional Services Agreement: filename:  
Spec870601\_Exhibit\_9.pdf

## EXHIBIT 10

### LOCAL AND OTHER PREFERENCES: ADJUSTMENTS TO THE COST PROPOSAL AND AFFIDAVITS

#### 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.

(b) 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.

(c) 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.



(d) 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.

(e) 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.

(f) 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. Veteran-Owned Small Local Business Enterprises and Eligible Joint Ventures**

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

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

"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.

"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-owned business enterprise" means an enterprise which: (1) 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 the stock of which is owned by one or more veterans, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more veterans; or (2) has been 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.

"Veteran-owned small local business" means a business that is both a veteran-owned business enterprise and a small local business enterprise as defined in Section 2-92-670.

"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 bid incentive of 5% of the contract base price, in accordance with section 2-92-418 of the MCC, to any qualified bidder that is a veteran-owned small local business or an eligible joint venture.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as a veteran-owned small local business or an eligible joint venture.

As a condition of being awarded the bid incentive, the veteran-owned small local business or eligible joint venture shall continue to meet the definition of a veteran-owned small local business or an eligible joint venture. If a contract is awarded to the veteran-owned small local business or eligible joint venture, upon completion of the work, any veteran-owned small local business or eligible joint venture that receives a bid preference but fails to meet the definition of a veteran-owned small local business or eligible joint venture during the term of the contract for which the bid incentive was awarded shall be fined in an amount equal to three times the amount of the bid incentive awarded.

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.

#### **D. Commitment Regarding Business Enterprises Owned By People With Disabilities (BEPD)**

##### **i. Policy and Terms**

It is the policy of the City that businesses certified as Business Enterprises owned by People with Disabilities (BEPD) in accordance with MCC 2-92-337 *et seq.*, *Regulations Governing Certification of Business Enterprises owned by People with Disabilities*, and all other Regulations promulgated under the aforementioned sections of the Municipal Code; shall have the full and fair opportunities to participate fully in the performance of this Contract. Therefore, the Bidder or Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City deems appropriate.

##### **ii. Definitions**

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

- (A) "Business Enterprises owned or operated by People with Disabilities" or "BEPD" has the same meaning ascribed to it in section 2-92-586.

- (B) "Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.
- (C) "Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

**iii. Commitments**

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

% of total dollar contract amount performed by BEPD	Bid incentive
2 to 5%	1% of the contract base bid
6 to 9%	2% of the contract base bid
10 to 13%	3% of the contract base bid
14% or more	4% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

Upon completion of the work, any Contractor that has failed to retain the percentage of BEPD subcontractors for which a bid incentive was taken into consideration in awarding of a contract shall be fined an amount equal to three times the amount of the bid incentive allocated, unless the Contractor can demonstrate that due to circumstances beyond the Contractor's control, the Contractor for good cause was unable to retain the percentage of BEPD participants throughout the duration of the contract period.

**iv. Records and Reports**

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

**E. Commitment to Encourage Diverse Workforce and Management (2-92-407 of the Municipal Code of Chicago)**

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

"Contract" means the 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 the term "Contract" does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

"Diverse" means any of the following racial or ethnic groups:

African-Americans or Blacks (persons having origins in any of the Black racial groups of Africa);

Hispanics (persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race);

Asian-Americans (persons having origins in any of the original peoples of East Asia, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

Other groups, or other individuals, found by the board to be socially and economically disadvantaged and to have suffered actual racial, ethnic or gender discrimination and decreased opportunities to compete in Chicago area markets or to do business with the City.

"Prime Contractor" means the Contractor and does not include any subcontractors.

"Management" means business owners, partners and any others who have a fiduciary duty to the business.

"Workforce" means all who are employed by Contractor in a permanent, full-time employment capacity.

Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of \$100,000 or more advertised, or if not advertised awarded by competitive bid, the CPO shall allocate to any qualifying bidder the following bid incentive for diverse management and diverse workforce:

<b>Total % Of Contractor Management That Is Diverse</b>	<b>Bid Incentive</b>
10% To 20%	0.5% Of The Contract Base Bid
Greater Than 20% Up To 40%	2% Of The Contract Base Bid
Greater Than 40%	4% Of The Contract Base Bid
<b>Total % Of Contractor Workforce That Is Diverse</b>	<b>Bid Incentive</b>
10% To 20%	2% Of The Contract Base Bid
Greater Than 20% Up To 40%	4% Of The Contract Base Bid
Greater Than 40%	6% Of The Contract Base Bid

A Prime Contractor may qualify for and apply both the diverse management and diverse workforce bid incentives.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the Contract price.

The Prime Contractor shall maintain records adequate to monitor compliance with this section and shall submit such reports as required by the CPO. Full access to the Prime Contractor's records shall be granted to the CPO, the Commissioner of the supervising department, the Inspector General, or any duly authorized representative thereof. The Prime Contractor shall maintain all relevant records for a period of no less than three years after the expiration of the Contract.

The CPO may require, at the time of submission of a bid or at any time during the term of the Contract, that the bidder or Prime Contractor submit an affidavit and other supporting documents demonstrating that the bidder or Prime Contractor is eligible for the diverse management and/or diverse workforce bid incentives.

Upon completion of the work, any Prime Contractor that has failed to retain the percentage of diverse management and/or diverse workforce for which a bid incentive was taken into consideration in awarding of a contract shall be fined in an amount equal to three times the amount of the bid incentive allocated, unless the Prime Contractor can demonstrate that due to circumstances beyond the Prime Contractor's control, the Prime Contractor for good cause was unable to retain the percentage of diverse management and/or diverse workforce throughout the duration of the Contract period.

### 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 Alternately 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 Alternately 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)

## VETERAN-OWNED SMALL LOCAL BUSINESS ENTERPRISE AND ELIGIBLE JOINT VENTURE AFFIDAVIT

Bidder must complete this form if it desires to be considered for the bid incentive as described in Section 2-92-418 of the Municipal Code of Chicago ("MCC") for Veteran-Owned Small Local Businesses and Eligible Joint Ventures. Bidders that do not complete this page will not be regarded as veteran-owned small local businesses or eligible joint ventures. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

1. Is bidder a "veteran-owned small local business" as defined in Exhibit 10C of this bid solicitation and in MCC 2-92-418?  
( ) Yes ( ) No If Yes, skip to #5 below.
2. Is bidder an "eligible joint venture" as defined in Exhibit 10C of this bid solicitation and in MCC 2-92-418?  
( ) Yes ( ) No
3. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-670?  
( ) Yes ( ) No
4. 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
5. Is the veteran-owned business identified in either #1 or #4 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
6. If the answer to # 5 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
7. If qualifying as a veteran-owned business under the requirements of #6 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.  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. List City of Chicago business license(s) held. If none are required, indicate "none required": \_\_\_\_\_

9. Provide address of the veteran-owned business, including the County in which it is located. \_\_\_\_\_

County: \_\_\_\_\_

Bidder 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.

***Bidder must complete the applicable signature line(s) on the following page.***



***Required Signature for All Applicants***

Name of Veteran-Owned Business: \_\_\_\_\_

(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: \_\_\_\_\_

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

***Additional Required Signatures for Eligible Joint Venture Applicants***

Name of Joint Venture (for eligible joint ventures only): \_\_\_\_\_

(Print or Type)

Name of SBE (for eligible joint ventures only): \_\_\_\_\_

(Print or Type)

Signature of Authorized Officer for SBE (for eligible joint ventures only): \_\_\_\_\_

(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)

**BIDDER'S COMMITMENT TO UTILIZE BUSINESS ENTERPRISES OWNED BY PEOPLE WITH DISABILITIES (BEPD)**

The BEPD Incentive as described in Section 2-92-337 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid contracts funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

*Note: The CPO may request additional information or documentation before determining to apply the preference.*

1. Contract title: Parts, Labor, Repair, Maintenance Accessories and Supplies to Operate City Owned Helicopters  
Specification #: 870601
2. The value of work performed by BEPD prime contractors or subcontractors (as defined in MCC 2-92-586 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?  
  
( ) 2% to 5%-- 1% incentive      ( ) 6% to 9%-- 2% incentive  
  
( ) 10% to 13%-- 3% incentive      ( ) 14% or greater-- 4% incentive

Bidder understands that if it fails to utilize the committed percentage of BEPD subcontractors, under MCC 2-92-337 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of BEPD subcontractors throughout the duration of the contract period.

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

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of 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 Bidder: \_\_\_\_\_  
(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)

**BIDDER'S COMMITMENT TO ENCOURAGE DIVERSE MANAGEMENT AND WORKFORCE**

The Bid Incentive to Encourage Diverse Management and Workforce as described in Section 2-92-407 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid contracts funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

*Note: The CPO may request additional information or documentation before determining to apply the preference.*

1. Contract title: Part, Labor, Repair, Maintenance Accessories and Supplies to Operate City Owned Helicopters  
Specification #: 870601
2. The total percentage of Diverse Management (as defined in MCC 2-92-407 and the applicable bid solicitation) that Bidder commits to retain will be what percentage of the total Management?  
☐ 10% to 20% -- 0.5% incentive  
☐ Greater than 20% to 40% -- 2% incentive  
☐ Greater than 40% -- 4% incentive
3. The total percentage of Diverse Workforce (as defined in MCC 2-92-407 and the applicable bid solicitation) that Bidder commits to retain will be what percentage of the total Workforce?  
☐ 10% to 20% -- 2% incentive  
☐ Greater than 20% to 40% -- 4% incentive  
☐ Greater than 40% -- 6% incentive

Bidder may qualify for and apply both the diverse management and diverse workforce bid incentives.

Bidder understands that if it fails to retain the committed percentage of Diverse Management and/or Workforce, under MCC 2-92-407 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of Diverse Management and/or Workforce throughout the duration of the contract period.

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

***Signature Page For Bidder's Commitment To Encourage Diverse Management And Workforce***

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 Bidder: \_\_\_\_\_  
(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)

**COMMITMENT TO UTILIZE MBE AND WBE FIRMS ON NO STATED GOALS CONTRACT**

If this is a competitively bid Contract funded in whole by City funds, and the Chief Procurement Officer has determined there will be no stated goals for MBE/WBE participation in this Contract, pursuant to MCC 2-92-525 a bid incentive for the utilization of MBE and WBE firms on the contract may be applicable. Respondent must complete this form if it desires to be considered for this preference. Respondents who do not complete and submit this form with their bid will be deemed to be ineligible for the preference on this contract.

Accordingly, the Respondent commits to expend at least the following percentage of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs.

*Combined MBE and WBE Percentage:*

- ( ) At least 5%: 0.75% bid incentive
- ( ) At least 10%: 1.00% bid incentive
- ( ) At least 15%: 1.25% bid incentive
- ( ) At least 20%: 1.50% bid incentive
- ( ) At least 25%: 1.75% bid incentive
- ( ) At least 30%: 2.00% bid incentive

Respondent additionally must submit with its bid Schedules C-1 and D-1 reflecting at least the above combined amount of MBE and WBE participation in order for the bid incentive to be allocated. Respondent may retain the committed percentage as all MBE, all WBE, or any combination.

Respondent understands that if it fails to retain the committed percentage of MBEs or WBEs it may be fined in an amount equal to three times the amount of bid incentive allocated, unless the Respondent can demonstrate that due to circumstances beyond the Respondent's control, the Respondent for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

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)

## EXHIBIT 11

### DATA POLICY/DATA WITH CONTRACTOR

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

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

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

1. Information Security. Contractor agrees to the following:

- 1.1. General. Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.
- 1.2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.
- 1.3. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," available on the United States Department of Health and Human Services (HHS) website (<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>), or at Volume 74 of the Federal Register, beginning at page 42742. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST

Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.

Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.

- 1.4. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at [http://www.cityofchicago.org/city/en/depts/doi/supp\\_info/initiatives\\_-\\_informationsecurity.html](http://www.cityofchicago.org/city/en/depts/doi/supp_info/initiatives_-_informationsecurity.html) ("City Program"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.
- 1.5. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.
- 1.6. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.
- 1.7. Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.
- 1.8. Audit Findings. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.
- 1.9. Demonstrate Compliance - PCI. No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 1.10. Demonstrate Compliance – HIPAA / HITECH. If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance

with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals."

- 1.11. Data Confidentiality. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.

- 1.12. Compliance with All Laws and Regulations. Contractor agrees that it will comply with all laws and regulations.

Limitation of Access. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.

- 1.13. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.

- 1.14. Safekeeping and Security. Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.

- 1.15. Mandatory Disclosure of Protected Information. If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.

- 1.16. Data Breach. Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.

- 1.17. Data Sanitization and Safe Disposal. All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.
- 1.18. End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.



**EXHIBIT 12**

**CITY OF CHICAGO  
SEXUAL HARASSMENT POLICY AFFIDAVIT**

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

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

Contract title: Parts, Labor, Repair, Maintenance Accessories and Supplies to Operate City Owned Helicopters  
Specification #: 870601

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, at a minimum, the following information:

- (i) the illegality of sexual harassment;
- (ii) the definition of sexual harassment; and
- (iii) the legal recourse available for victims of sexual harassment.

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

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

Name of Contractor: \_\_\_\_\_  
(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Seal)