

# DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled "**Instructions for Non-Competitive Procurement Application**" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

				B-X-	Signature of Applic	_At Workship or
Department Public Health	Originator Name Christopher Shields	Telephone 312-747-9		Date 2014.08.2	Signature of Applic	M 10
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Contract Liaison	Email Contract Liaison	Telephone			~	***
Maribel Valdez	maribel.valdez@cityofo ago.org	shic 312-747-8	3828			
List Name of NCRB A	Attendees/Department					
Christopher Shields Maribel Valdez		Suzet Mc	Kinney			
Request NCRB review	w be conducted for the produ	ıct(s) and/or ser	vice(s) desc	cribed herei	n.	
Company: Moore Me	edical					W
Contact Person:		one:	Email:			. 59
Gary Ligmanowski		3-903-1616			mooremedical.com	
	Emergency Preparedness Montand rapid deployment	edical Materiel a	and Pharma	ceutical sto	rage, replenishmen	t, QAQC /
This is a request for	or:					
		Amen	dment / Mod	dification		
Contract Type		Type of M	/lodification			
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☐ Standard Agreeme	ent		Number:	<b>→</b> :		
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Department Reque	st Approval	F	Recommen	ided Appro	oval	
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# DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

### **Justification for Non-Competitive Procurement Worksheet**

### PROCUREMENT HISTORY

1. The City of Chicago and the Chicago Department of Public Health (CDPH) entered into a Sole Source contract (Requisition # 26582) in 2006 with Edwards Medical to perform the various requirements detailed below. Edwards Medical was purchased by Moore Medical and subsequently purchased by McKesson in 2012. This contract is designed to serve as a bridge between the expiring contract and the rfp currently with DPS.

CDPH is an active participant in the Centers for Disease Control and Prevention (CDC's) Cities Readiness Initiative (CRI) which is a federally funded program designed to enhance preparedness in the nation's largest cities and metropolitan statistical areas (MSA's) where more than 50% of the U.S. population resides. Through CRI, state and large metropolitan public health departments have developed plans to respond to a large-scale bioterrorist event by dispensing antibiotics to the entire population of an identified (MSA) with 48 hours. Current planning doctrine and Federal requirement has identified the need to maintain a local cache of preparedness assets; immediately deployable and a Vendor Managed Inventory of public health / emergency supplies that can be deployed within 2 hours of the notification of the need for additional materiel. CDPH, in maintaining an emergency preparedness posture of cached medical material, supplies, and equipment required Moore Medical to maintain all assets in a constant state of readiness, with a pre-determined number of kits, palletized, packaged and positioned to respond to a wide range of events. The Department has elected to prepare kits containing the necessary elements to open and support emergency response dispensing or vaccination centers. The necessary elements are assembled according to their planned use in up to five differently color coded kits. The current vendor is be able to dispatch, furnish and deliver freight onboard (FOB) any number of kits within two hours of notification to possibly 200 locations within the City of Chicago, depending upon the scope of the emergency. Pre-determined pallets of public health or emergency supplies will be used for evolving city wide preparedness responses, emergency medical situations and for training/exercises carried out by the City of Chicago. The contractor must have immediate access to purchase medical materiel and pharmaceuticals for replacement of items due to expiration or consumption during normal business or emergency operation scenarios. The contractor must have immediate access to Mass Care materials. associated to OEMC mission areas. These include but are not limited to: Cots, Pillows, Hygiene kits, etc. This preparedness profile was put into place to ensure an immediate response capability, supported by internal cached assets meeting specific response needs (vaccination versus oral medication) deployments.

- 2. This contract would serve as a bridge with the existing contract (21929), which expires in September 2014 until the new rfp is released from Department of Procurement Services (DPS).
- 3. CDPH has been working with the DPS to create an rfp for vendors with the present ability to execute the specifics associated to this contract. CDPH is bound to federal compliance requirements associated to the expenditure of monies to support the contract requirements, in that no monies can be utilized to support the "start-up or development of capability" to perform the functions required. The requirements of the contract preclude a "lowest bidder" format, where cost is the primary element, opposed to current ability.
- 4. Moore Medical / McKesson has fulfilled the tenants of the contract since its origination date, with each of the subsequent holding companies maintaining an active EDS and MBE/WBE requirement for the City of Chicago, through the conclusion of all extensions associated to the original contract. Moore Medical has continued to enhance their internal capacities to match the Federal requirements for Pharmaceutical and Medical material storage without cost increases. CDPH has executed an extensive search inside Illinois for local vendors who have the present ability to conform to the entire contract requirements without success. No other major city or health department in Illinois has an on-hand, readily deployable medical / pharmaceutical cache being managed by a third party contractor.
- 5. This contract would serve as 2-year bridge for the continuation of services with the existing contract provider (21929), which expires in September 2014 until the new rfp is released from Department of Procurement Services

Page **2** of **4** April 2013



# DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET



6. This contract, which includes requirements for various professional services: Immediate access to Medical and Pharmaceutical supplies for replenishment of kit inventory, present ability for storage within regulated and FDA compliant facilities "temperature controlled to pharmaceutical standards" US Pharmacopeia act, and rapid assembly and deployment capabilities of assets "2-hours anywhere within Chicago" might limit the number of potential vendors.

### ☐ ESTIMATED COST

- 1. Contract structure would be for 2-years, at an annual value of \$2,000,000.00 for each year, or \$4,000,000.00 in total. Funding source PHEP/HPP: 5U90TP00507-03
- 2. Costs are dependent upon requirements; which include storage by pallet position, deployment / return by pallet quantity and replacement of materiel due to consumption or expiration. CDPH's current compliment of pallets is broken down under two subset programs (PHEP = 110 pallets and HPP = 100 pallets) or up to 400 pallets. With an average price point for complete replacement of \$5000.00 in product value, assembly costs, storage environment and security, with deployment and recovery costs at \$100.00 the projected annual cost is \$2,000,000.00. OEMC assets account for approximately 300 additional pallet positions of Mass Care support supplies.
- 3. Costs are estimated based on historic purchasing, historic deployment requirements (exercised and real-word activations), along with adjustments for price inflation experienced over the last 8 years. It is not expected that the entire inventory (PHEP, HPP and OEMC) would be deployed and consumed in a single activation; however the contract must account for that extreme circumstance in maintaining a operationally ready-state posture.
- 4. The City of Chicago, when pursuing the original agreement, conducted with due diligence a research on companies with the current ability to fulfill these requirements. At the time, only Edward Medical could fulfill the complete contract. The City of Chicago did not pay for the necessary enhancements required to fulfill the contract regulated requirements; however considerable monies have been dedicated to this specific mission, its sustainment and continuance under the Federal grant guidelines utilized to fund the project.
- 5. Price point negotiations historically have been based on volume purchasing and pre-negotiated price structures with Moore Medical and its parent company McKesson. The availability of medical materiels and pharmaceuticals has become increasingly difficult, with manufactures not producing extra product. Moore Medical and McKesson represent a large sector in this area, with ready access to various pharmaceutical producers, eliminating the third party up-charges..

### □ SCHEDULE REQUIREMENTS

- 1. Schedule requirements are based on CDPH's immediate need to maintain an emergency preparedness posture of cached medical material, supplies, and equipment, with a best qualified vendor, who has the present ability, can demonstrate and provide medical material and pharmaceutical replacements, Inventory Management system integration, have a FDA compliant storage facility, have rapid deployment logistics capabilities, and established supply chain management systems, as defined in the Service categories below:
- Category 1 Supplies for creating kits and pallets
- Category 2 Assembly of CDPH and OEMC kits; stored on pallets
- Category 3 Storage of CDPH and OEMC kits and pallets
- Category 4 Deployment / Delivery / Re-supply of CDPH and OEMC kits

### 2. NA

- 3. CDPH is required under the Cities Readiness Initiative (CRI) to respond immediately to large-scale bioterrorism events, to provide immediate dispensing capabilities to the entire population of Chicago within 48 hours of a release of a threat agent. The 2-hour deployment requirement in this contract, ensures available assets are in motion to specific locations across the city, while additional Federal assets are requested to support sustained operations.
- 4. CDPH Preparedness grant monies are awarded annually, as part of a 5 year cooperative agreement. Budgets to support each grant year are submitted in March of the year of grant execution, which occurs on July 1st of the respective year. This requires significant forecasting to ensure available monies are allocated to contracts to support



# DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

	operations.
[	EXCLUSIVE OR UNIQUE CAPABILITY
	1. Moore Medical / McKesson have fulfilled the tenants of the contract since its origination date in 2006. This company has positioned itself in the market place as a National supplier of medical materiel and pharmaceuticals. Locally, within Illinois, no other company with the available resources and infrastructure in place has the present ability to fulfill all aspects of the contract Scopes. Moore Medical, utilizing McKesson's network of distribution centers across the nation, is able to secure and deliver large quantities of product in a short time frame. Moore Medical has uniquely assembled the products so we can quickly exchange product that has expired without compromising the integrity of the pallets themselves. Moore Medical and its partners have refined a phone tree list, since the initial contract approval, that provides 24/7 access to themselves and the stored product.
	2. Moore Medical / McKesson have regional competition as wholesalers of medical materials and pharmaceuticals; of which one is Cardinal Medical; however no other company provides for the specific requirements for storage, replacement and deployment offered by Moore Medical. Moore Medical's distribution sites have been inspected and approved for cleanliness, climate control, security control, easy and quick access which exceeds all city of Chicago expectations. Moore Medical has access to a fleet of trucks that are available 24/7 to fulfill the contract requirements.
	3. Edwards Medical, which was purchased by Moore Medical and subsequently by McKesson have fulfilled the requirements of the contract since its origination date in 2006. Moore Medical is a unique full line distributor who provides products well beyond the typical medical distributor's access. These crossover lines include vaccines, Rx items, medical equipment and supplies along with lab and safety supplies and due to its unique size (parent is Fortune 7), is able to supply product that have the longest expiration dates possible.
	4. Moore Medical / McKesson have sub-agreement contracts with Federal regulated facilities (AGL) to support the storage element within the Scope of Service. Each proposed storage facility for CDPH assets has undergone a complete assessment, based on the CDPH Compliance standards, prior to any materiels being located in said facility.
	5. Moore Medical / McKesson have immediate access to a wide variety of medical equipment, medical materiels and pharmaceuticals, within their own company. This allows CDPH to execute immediate replenishment of necessary materiels, without third party re-sellers costs. Cost containment, along with Federal stewardship of tax payer dollars is essential, allowing for a sustained capability to respond to a wide variety of incidents with Public Health and Healthcare associated impacts.
	6. Replacement of medical materiels and pharmaceuticals is based on the CDPH medical formulary group, along with a comprehensive Hazard and Vulnerability assessment conducted at the local, state and federal level. All assets have pre-determined medical or support functionality, which is consistent with accepted medical practice within Chicago. Assets are procured to match specific threat hazards that are unique to Chicago, or have a potential to impact our citizens. This includes, but is not limited to: Blast/Burn injuries (1 certified hospital in Chicago, and only 2 in Illinois), Mass Care, Oral medication or vaccine driven responses (PanFlu H1N1, MERS.CoV, Chemical poisonings, etc.)
	7. Competition is not precluded; however no similar vendor has been discovered, with a local presence that can fulfill the entire Scope of the contract.
	8. Procurement of medical equipment, medical materiels and pharmaceuticals can be achieved from various third party re-sellers. This accounts for significant mark-up in price pointing, which limits CDPH's ability to maintain the current level of readiness within Chicago. This contract is not intended to price out each element individually, but is based on the whole capability of the vendor, to provide the entire Scope of the project, with bulk pricing.
	OTHER

1. Moore Medical has always been compliant with the City of Chicago MBE/WBE requirements and has maintained an active EDS with the city for the entire duration of its contracts (21929, 21928). Documents provided validation of

9% MBE and 4.5% WBE which was their approved standard previously.

Page 4 of 4 April 2013



# DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

#### INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

#### PROCUREMENT HISTORY

- 1. Describe the requirement and how it evolved from initial planning to its present status.
- 2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
- 3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
- 4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references
- 5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
- 6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

#### ESTIMATED COST

- 1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
- 2. What is the estimated cost by fiscal year?
- 3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
- 4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
- 5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

#### **SCHEDULE REQUIREMENTS**

- 1. Explain how the schedule was developed and at what point the specific dates were known.
- 2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
- Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
- 4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

#### **EXCLUSIVE OR UNIQUE CAPABILITY**

- 1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.
- 2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
- 3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
- 4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
- 5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
- 6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
- 7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
- 8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

### MBE/WBE COMPLIANCE PLAN

\* All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

### OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

#### **REVIEW AND APPROVAL**

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.



## **Project Checklist**

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date: September 8, 2014 Department Name: Health		For blanket agreements, original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source. Note: 1) Funding: Attach information if multiple funding lines; 2) Individual Contract Services: Include approval form signed by Department Head and OBM; 3) ITGB: IT project valued at \$100,000.00 or more, attach approval transmittal sheet.									
Requisition No: 93319	Specification No: 126916			form, I a		all 9	Mai	ilei	l Val	de	
PO No:	Modification No:	Project Title:				<u> </u>	-l				
Contract Liaison: Maribel Valdez				aredness a e event of i				zed sto	rage and r	apid deployr	nent for
Telephone: 7-8828	Project Descript	Project Description:									
Email: maribel.valdez@ Project / Program Manager: Christopher Shi				•						tical, palle pid deploy	et storage, ment.
Telephone:		Funding									
7-9783		Corpor	ate	Bond		Ente	erprise	<b>⊠</b> Gran	nt	Other:	
Email: christopher.shields	@cityofchicago.org	□IDOT/T	ransit	□IDOT/I	Highway	FHV	VA	FTA	٠	FAA	
Check One:	1	LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJE	CT RPTG	ESTDOLLAR AMOUNT
New Contract	Request	01	014	0H42	041	3320	220140		PO412010	2289 14MD30	\$2000000
*By signing below, I attest the contract are true and accurate		01	014	0H42	041	3320	220140		PO4120102	2289 14MD31	\$2000000
*Project Program Manager Si *Commissioner/Authorized De	Willell			chase Ord Blanket/Pur Master Con Standard/O	chase Or sultant A	der (DUR greement	(Task Or	<b>[</b> ]	Emergen  Non-Com	petitive Review	uired:  Board (NCRB)  ontract Services
Purchase Order Inf	ormation:		Pro	curem <u>en</u> t N				1	Information Board (IT	n Technology ( GB)	Governance
Contract Term (No. of N	lonths): 24			Bid RF	_	FQ 🔲 i	RFI			,	
Extension Options (Ra	ate of Recurrence):	0		Small Orde	Γ						
Estimated Spend/Val		00,000,00									
Grant Commitment /		_	Contract Type:								
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Modification o	r Amendment		Modification/Amendment Type:								
Modification Information: PO Start Date: PO End Date: Amount (Increase/Reduction	n):			Time Exten Vendor Lim Other (speci	it Increas			_	ice Increasonbrance Ad	e /Additional justment	Line Item(s)
•	sis: (Attach MBE/WBE/Di	BE Goal									
Setting Memo)  Full Compliance	Contract Specific 0	Goals	Ven	dor Info:							
No Stated Goals	Waiver Request		1	Name:	MgooN	edical, l	LLC				
Risk Management	: / EDS		C	ontact:	Janice L	igmand	wski, V	ice Pre	esident		
Insurance Requirement	ts (included)	s 🔲 No			l95 Wood	creek Dri	ive, Boling	jbrook, l	L 60440		
EDS Certification of Fill	ing (included)	s 🔲 No			vww.jligr	nanows	ki@moor	remedic	cal.com		
			F	Phone: 8	360-826	-3612					



To:

Jamie L. Rhee

Chief Procurement Officer

City of Chicago Department of Procurement Services

From:

Bechara Choucatr, M.D.

Commissioner

Chicago Department of Public Health

Date:

August 29, 2014

Re:

Request for a New Non-Competitive Contract Requisition: 93319, Specification No.: 126916. Emergency Preparedness Medical Materiel and Pharmaceuticals, pallet storage, medical materiel replenishment, Quality Assurance / Quality

Control compliance and rapid deployment

The Chicago Department of Public Health (CDPH) in coordination with the Office of Emergency Management and Communications (OEMC) is submitting a request for a new Non-Competitive Contract with Moore Medical for "Emergency Preparedness Medical Materiel and Pharmaceutical storage, replenishment, QAQC / Inventory Management and rapid deployment." This contract will serve as a 2-year bridge between the expiring Sole Source Contract and the new RFP. In the interim this contract will be used for the purchase of medical materiel and pharmaceuticals, storage of pallets within a Food and Drug Administration (FDA) compliant facility, regulatory compliance regarding storage and Quality Assurance and Quality Control procedures, Inventory Management, with the present ability to supply, replace expired products, assemble, rapidly deploy assets during exercises and real world incidents, recover and rebuild pallets for immediate re-deployment.

The Chicago Department of Public Health (CDPH) has direct responsibility to protect the citizens of the City of Chicago during Emergencies, Disasters and large scale Incidents with Public Health impacts, as defined in the City of Chicago's Emergency Operations Plan, under the Health and Medical section. This responsibility includes initiating an immediate response to Chemical or Biological threats that could impact the cities Healthcare continuum (Hospitals, Medical Infrastructure and the public health of citizens) which requires the purchase, maintenance and deployment of emergency medical materials and pharmaceuticals, as mandated under the Public Health Emergency Preparedness (PHEP), Hospital Preparedness Program (HPP) and Cities Readiness Initiative (CRI) grants, funded through the Centers for Disease Control and Prevention (CDC) and the U.S. Department of Health and Human Services. This contract is to replace the Pallet Storage and Replenishment contract, which is currently awarded to MOORE Medical, Inc. (PO 21929), which currently enables us to meet the above requirements.

This contract will be funded by CDC grant monies provided to CDPH through the Public Health Emergency Preparedness (PHEP), Hospital Preparedness Program (HPP) and Cities Readiness Initiative (CRI) grants, funded through the Centers for Disease Control and Prevention (CDC) and the U.S. Department of Health and Human Services with a value of \$4,000,000.00 for the two years. Total value: \$4,000,000.00.

Thank you in advance for your consideration. If you have any questions or need additional information, please contact Christopher Shields at 312-747-9783 or Suzet McKinney at 312-747-9882.

CC:

John O'Brien Joe Hollendoner Rosemary McDonnell File

Section I: General Contract Information					
Department Name	Chicago Department of Public Health				
Department Contact Name	Joseph Hollendoner				
Department Contact Number	(312) 747-9878				
Department Contact Email	joseph.hollendoner@cityofchicago.org				
Contract Number	Purchase Order PO No.				
Contract Subject Name	Moore Medical				
Contract Initiation Date	New				
Original Contract Amount	\$4,000,000				
Original Contract Expiration Date	TBD				
Budgeted amount for current year	Estimated \$4,000,000				
Year to date expenditure	\$2,000,000				
Are fundsOperating Capit	talTIF _X_Grant – Corporate				
What is the funding strip?	014-0H42-0413320-0140-220140-14MD30 and 14MD31				
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	Yes				
If no, what is the plan to address the short fall?	N/A				
	Section II: Contract Modifications				
Complete this section if you are modifyin	g the value of an existing contract.				
Contract Value Increase	\$				
New total contract amount	\$				
New contract expiration date					
Goods/services provided by this contract					

City of Chicago June 20, 2011

Justification of need to modify this contract	CDPH needs a contract to cover services for the emergency preparedness program teaming with OEMC department to assemble kits with medical and office supplies, and to palletize them and have them ready in storage for rapid deployment for emergency trainings and in the event of real bioterrorism events. This is a new sole source contract with Moore Medical that will serve a 2-year bridge between the expiring sole source contract and the new RFP that is in process in
Impact of denial	constant the pallets ready and delivered to the training events, and will not be able to handle emergency situation that may threaten the health and possibly the life of the citizens.
Section III. Issue a Re	quest for Services to a Master Consulting Agreement
Complete this section if you want to issue	e a request for services to a Master Consulting Agreement
Value of planned task order request	
Expiration date of planned task order request	
Scope of services	
Justification of need to issue request for services	
Impact of denial	
Section IV: Assessr	nent of Office of Budget and Management Analyst
Approve/Deny	Approved, pending available funding
OBM Analyst Initials	KMF
OBM Analyst Name/number	Flannery/4-1821



# Bid Specifications Detail specifications for Vendor providing pallet storage and replenishment

### Background

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

### II. Scope

Through this NON-PROCUREMENT process, the City intends to select, and award a multi-year contract with one Vendor to provide services for each of the four (4) Service Categories, designated as follows:

- Category 1 Supplies for creating kits and pallets
- Category 2 Assembly of CDPH and OEMC kits; stored on pallets
- Category 3 Storage of CDPH and OEMC kits and pallets
- Category 4 Deployment / Delivery / Re-supply of CDPH and OEMC kits

The Pricing Proposal should be organized by Service Category and should be broken down to include the proposed service, as well as equipment (if applicable) and any options that may be called for in the business and technical criteria.

The Vendor(s) are required to coordinate their services through and report to CDPH.



### III. Intent

The Chicago Department of Public Health, in maintaining an emergency preparedness posture of cached medical material, supplies, and equipment will require the Vendor to maintain all assets in a constant state of readiness. The Vendor(s) must have a demonstrated / validated set of processes; experience in day-to-day and emergency operations and provide the necessary resources and technical experience for the identified contractual elements, categories and deliverables within this contract.

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

Pre-determined pallets of public health or emergency supplies will be used for evolving city wide preparedness responses, emergency medical situations and for training/exercises carried out by the City of Chicago. The Vendor must provide identified palletized kits as described below.

### IV. Statement of Work (Deliverables)

### 1. Supplies for Creating Kits and Pallets

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

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

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



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

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

The Vendor will minimally give the City of Chicago a twelve percent (12%) discount off manufacturer's list price for all medical and office supply items. The discount will be based on the prices listed on the Vendor's website.

Vendor will provide at a minimum; ISPM-15 (International export standard)<sup>1</sup> compliant pallets (approx. 48"x48"x48") having heat treated branding, of a grade 2 or newer to insure proper storage of the kits.

### 2. Assembly/Creating of Kits/Pallets

Vendor will provide ISPM-15 (International export standard)¹ pallets (approx. 48"x48"x48"), appropriate 80 gauge stretch wrap (which will include color tinted placards: blue, red, yellow, green and orange for specific kit designations), labeling and boxes as needed for assembling five varieties of kits. Product must be packed on pallets in consistent and standardized manner and then wrapped by 80 gauge stretch wrap. Pallets will be required to have the heat treated branding on them and should be grade 2 or newer to insure proper storage of the kits.

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

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

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



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

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

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

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

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

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

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

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

### 3. Storage of CDPH and OEMC kits and Pallets:

The Vendor will provide adequate storage for up to 700 pallet positions; (Public Health Emergency Preparedness up to 200 pallets; Hospital Preparedness Program – up to 200 pallets, OEMC up to 300 pallets); 4'x4' pallets that contain various types of items the City would use in an emergency.



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

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

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

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

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

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

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

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

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



### 4. Deployment / Delivery / Re-supply of CDPH kits

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

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

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

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

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

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

### V. Guarantee

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

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

### VI. Reports



The Vendor is responsible for providing monthly, quarterly or annual reports indicating all items have been replenished in each pallet to the Chicago Department of Public Health or Office of Emergency Management and Communications. As specified below. Vendor must also provide various other reports as requested throughout the life of the Contract.

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

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

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

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

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

### VII. Supply Line item list

**ATTACHED** 

### VIII. Itemized Cost Proposal

Vendor will provide a detailed line cost proposal for all items contained on the Supply Line List

Vendor will provide a detailed cost proposal for:

- Cost per pallet position; monthly
- Breaking the kits down, for cyclic inventory and QAQC purposes



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

Suzet McKinney

Deputy Commissioner - Emergency Preparedness, CDPH

Tonya Tucker

Deputy Commissioner - Finance and Administration, CDPH

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Moore atalog #	Line Item Description	Unit	Units Per Kit	Kit Type
	3-hole punch	each	2	POD General (BLUE)
	3-prong electrical adaptor	each	10	POD General (BLUE)
	Ammonia (smelling salt) inhalant	each	10	POD General (BLUE)
	bag, paper, #4	each	1000	POD General (BLUE)
	bag, plastic, zip seal, 8" x 10"	each	4000	POD General (BLUE)
	caution tape, 3" x 1000'	roll	6	POD General (BLUE)
	cleaning solution, antibacterial (Opti-cide or other)	gallon	10	POD General (BLUE)
	cleaning solution, antibacterial (Opti-cide or other) 18- 24oz spray bottle (12 bottles)	case	1	POD General (BLUE)
	clip, binder, large, 2"	each	144	POD General (BLUE)
	clipboard, standard size	each	288	POD General (BLUE)
	cutter, box	each	12	POD General (BLUE)
	Diphenhydramine hydrochloride, 50mg/ml (1ml) prefilled syringe / needle	each	25	POD General (BLUE)
	easel, portable	each	6	POD General (BLUE)
	envelope, inter-office, 10" x 13"	each	300	POD General (BLUE)
	Epinephrine hydrochloride, 0.1mg (pediatric) auto- injector	each	2	POD General (BLUE)
	Epinephrine hydrochloride, 0.3mg (adult) auto-injector	each	4	POD General (BLUE)
	extension cord, heavy duty, 50ft.	roll	2	POD General (BLUE)
	folder, file, hanging, standard size	each	25	POD General (BLUE)
	folder, file, non-hanging, 1/3 cut tab, standard size	each	100	POD General (BLUE)
	germicidal spray (case of 12)	case	1	POD General (BLUE)
	glove, non-latex, powder free, large	each	500	POD General (BLUE)
	glove, non-latex, powder free, XL	each	500	POD General (BLUE)
	marker, jumbo, black	each	1	POD General (BLUE)
	marker, jumbo, blue	each	1	POD General (BLUE)
	marker, jumbo, green	each	1	POD General (BLUE)
	marker, jumbo, red	each	1	POD General (BLUE)
	marker, standard, black	each	12	POD General (BLUE)
	mask, surgical, adult	each	400	POD General (BLUE)
	megaphone, battery powered, C type	each	1	POD General (BLUE)
	note, posting, adhesive, 3" x 3"	pack	3	POD General (BLUE)
	one way valve, filter pack, Laerdal, (for artificial respiration)	each	1	POD General (BLUE)
	pad, writing, ruled, yellow, 50 sheet, 8.5" x 11"	each	12	POD General (BLUE)
	paper clip, jumbo	each	500	POD General (BLUE)
	paper, printer, white, 8.5" x 11"	piece	5000	POD General (BLUE)
	penlight, diagnostic, disposable (5-pack)	pack	6	POD General (BLUE)
	pocket mask, oxygen inlet, Laerdal, (for artificial respiration)	each	1	POD General (BLUE)

po ru sc sig sp sp st st st	coster board, yellow, 22" x 28" cower strip, 6 outlet, 6 ft. ubber band cissors, 7", straight ign holder, pedestal phygmomanometer cuff, XL phygmomanometer, cuff, bulb, adult phygmomanometer, cuff, bulb, child taple, standard tapler, standard tapler, standard, desktop tethoscope, dual head ab divider, alpha, A - Z ab divider, numeric, 1 - 31 ape, clear, with dispenser ape, duct	each each each each each each each each	25 3 1 2 20 1 1 1 1 10000 5 1 1 1	POD General (BLUE)
po ru sc sig sp sp st st st	ower strip, 6 outlet, 6 ft. ubber band cissors, 7", straight ign holder, pedestal phygmomanometer cuff, XL phygmomanometer, cuff, bulb, adult phygmomanometer, cuff, bulb, child taple, standard tapler, standard, desktop tethoscope, dual head ab divider, alpha, A - Z ab divider, numeric, 1 - 31 ape, clear, with dispenser	bag each each each each each each each set set	1 2 20 1 1 1 1 10000 5 1	POD General (BLUE)
sc siq sp sp st st st	cissors, 7", straight ign holder, pedestal phygmomanometer cuff, XL phygmomanometer, cuff, bulb, adult phygmomanometer, cuff, bulb, child taple, standard tapler, standard, desktop tethoscope, dual head ab divider, alpha, A - Z ab divider, numeric, 1 - 31 ape, clear, with dispenser	each each each each each each each each	2 20 1 1 1 1 10000 5 1	POD General (BLUE)
siq sp sp st st st ta	ign holder, pedestal phygmomanometer cuff, XL phygmomanometer, cuff, bulb, adult phygmomanometer, cuff, bulb, child taple, standard tapler, standard, desktop tethoscope, dual head ab divider, alpha, A - Z ab divider, numeric, 1 - 31 ape, clear, with dispenser	each each each each each each set set	20 1 1 1 10000 5 1	POD General (BLUE)
siq sp sp st st st ta	ign holder, pedestal phygmomanometer cuff, XL phygmomanometer, cuff, bulb, adult phygmomanometer, cuff, bulb, child taple, standard tapler, standard, desktop tethoscope, dual head ab divider, alpha, A - Z ab divider, numeric, 1 - 31 ape, clear, with dispenser	each each each each each set set	1 1 1 10000 5 1	POD General (BLUE)
sp sp st st st ta	phygmomanometer, cuff, bulb, adult phygmomanometer, cuff, bulb, child taple, standard tapler, standard, desktop tethoscope, dual head ab divider, alpha, A - Z ab divider, numeric, 1 - 31 ape, clear, with dispenser	each each each each each set	1 1 10000 5 1 1	POD General (BLUE)
sp st st st ta	phygmomanometer, cuff, bulb, child taple, standard tapler, standard, desktop tethoscope, dual head ab divider, alpha, A - Z ab divider, numeric, 1 - 31 ape, clear, with dispenser	each each each each set set	1 10000 5 1 1	POD General (BLUE)
st st st ta	taple, standard tapler, standard, desktop tethoscope, dual head ab divider, alpha, A - Z ab divider, numeric, 1 - 31 ape, clear, with dispenser	each each each set set	10000 5 1	POD General (BLUE) POD General (BLUE) POD General (BLUE) POD General (BLUE)
st st ta	tapler, standard, desktop tethoscope, dual head ab divider, alpha, A - Z ab divider, numeric, 1 - 31 ape, clear, with dispenser	each each set set	5 1 1	POD General (BLUE) POD General (BLUE) POD General (BLUE)
st ta ta	tethoscope, dual head ab divider, alpha, A - Z ab divider, numeric, 1 - 31 ape, clear , with dispenser	each set set	1 1	POD General (BLUE) POD General (BLUE)
ta ta	ab divider, alpha, A - Z ab divider, numeric, 1 - 31 ape, clear , with dispenser	set set	1	POD General (BLUE)
ta	ab divider, numeric, 1 - 31 ape, clear , with dispenser	set		The party of the second
	ape, clear , with dispenser		1	POD Constal (DILLE)
		each		POD General (BLUE)
ta	ane, duct		6	POD General (BLUE)
ta	ap = 7 a a a a	roll	2	POD General (BLUE)
ta	ape, masking	roll	8	POD General (BLUE)
th	hermometer, oral, disposable	each	100	POD General (BLUE)
to	ongue depressor, adult	each	500	POD General (BLUE)
to	owel, paper	roll	30	POD General (BLUE)
tv	wine, 1500'	roll	2	POD General (BLUE)
VE	est, safety, one size fits all, blue	each	10	POD General (BLUE)
V€	est, safety, one size fits all, green	each	18	POD General (BLUE)
ve	est, safety, one size fits all, orange	each	128	POD General (BLUE)
Ki	its maintained at all times:	NA	NA	NA
55	5 POD General (BLUE)	NA	NA	NA
55	5 POD Vac (RED)	NA	NA	NA
55	5 POD Pharmacy (YELLOW)	NA	NA	NA
5	Staging Area (GREEN)	NA	NA	NA
2	RSS Center (ORANGE)	NA	NA	NA
va	OD = Point of Dispensing Center; drugs dispensed or accine administered to critical responders (Closed OD) or the public (Open POD)	NA	NA	NA
	taging Area = Facility where staff et al resources will eport and be transported from	NA	NA	NA
de	SS Center = Receiving Storing Staging Center; supply epot to receive, store, repackage and distribute nedical materiel supplies / equipment	NA	NA	NA

	Items hightlighted in "PINK" color are consid	ered time	and the contract of the contra	iterial
Moore atalog#	Line Item Description	Unit	Units Per Kit	Kit Type
	bag, biohazard, red	each	250	POD Vac (RED)
	bandage, adhesive, 1" x 3"	each	32500	POD Vac (RED)
	container, sharps, single use	gallon	36	POD Vac (RED)
	hand sanitizer, 4oz. (Purell or other)	bottle	24	POD Vac (RED)
_	paper, table, examination	roll	12	POD Vac (RED)
	swab, alcohol, 70%	each	28000	POD Vac (RED)
	wheelchair	each	2	POD Vac (RED)
	bag, plastic, shopping, white, 12" x 7" x 22"	each	7000	POD Pharmacy (YELLOW
	dose mark label, (apply to dosing syringe)	each	1850	POD Pharmacy (YELLOW
	dosing syringe, oral, calibrated, 10ml	each	1850	POD Pharmacy (YELLOW
	drinking cup, disposable, 7 oz.	each	2400	POD Pharmacy (YELLOW
	stirring rod, glass	each	10	POD Pharmacy (YELLOW
	syringe, 60ml, sterile, disposable	each	30	POD Pharmacy (YELLOW
	Kits maintained at all times:	NA	NA	NA
	55 POD General (BLUE)	NA	NA	NA
	55 POD Vac (RED)	NA	NA	NA
	55 POD Pharmacy (YELLOW)	NA	NA	NA
	5 Staging Area (GREEN)	NA	NA	NA
	2 RSS Center (ORANGE)	NA	NA	NA
	POD = Point of Dispensing Center; drugs dispensed or vaccine administered to critical responders (Closed POD) or the public (Open POD)	NA	NA	NA
	Staging Area = Facility where staff et al resources will report and be transported from	NA	NA	NA
	RSS Center = Receiving Storing Staging Center; supply depot to receive, store, repackage and distribute	NA	NA	NA
	medical materiel supplies / equipment			

	Items hightlighted in "PINK" color are con-	sidered time s	ensitive ma	terial
Moore Catalog #	Line Item Description	Unit	Units Per Kit	Kit Type
	bag, plastic, zipper seal, 10.5" x 11"	each	3000	ATC Kits (GREEN)
	binder clip, large, 2"	each	100	ATC Kits (GREEN)
	caution tape, 3" x 1000'	roll	6	ATC Kits (GREEN)
	clip, binder, large, 2"	box	12	ATC Kits (GREEN)
	clipboard, standard size	each	48	ATC Kits (GREEN)
	cutter, box	each	12	ATC Kits (GREEN)
	easel pad, self stick	pack	2	ATC Kits (GREEN)
	envelope, expansion, open-end, 12" x 16" x 2"	each	100	ATC Kits (GREEN)
	extension cord, heavy duty, 50ft.	roll	2	ATC Kits (GREEN)
	highlighter, yellow	each	6	ATC Kits (GREEN)
	lanyard, hanging style, name badge holder kit	each	5000	ATC Kits (GREEN)
	marker, jumbo, black	each	1	ATC Kits (GREEN)
	marker, jumbo, blue	each	1	ATC Kits (GREEN)
	marker, jumbo, red	each	1	ATC Kits (GREEN)
	marker, standard, black	each	12	ATC Kits (GREEN)
	megaphone, battery powered, C type	each	1	ATC Kits (GREEN)
	note, posting, adhesive, 3" x 3"	pack	12	ATC Kits (GREEN)
	paper, printer, white, 8.5" x 11"	piece	5000	ATC Kits (GREEN)
	pen, ballpoint, black	each	240	ATC Kits (GREEN)
	poster board, yellow, 22" x 28"	each	25	ATC Kits (GREEN)
	power strip, 6 outlet, 6 ft.	each	3	ATC Kits (GREEN)
	scissors, 7" straight	each	2	ATC Kits (GREEN)
	staple, standard	each	10000	ATC Kits (GREEN)
	stapler, standard, desktop	each	5	ATC Kits (GREEN)
	tape, duct	roil	2	ATC Kits (GREEN)
	wristband, black and white	each	NA	ATC Kits (GREEN)
	wristband, blue	each	NA	ATC Kits (GREEN)
	wristband, green, (City will provide)	each	NA	ATC Kits (GREEN)
	wristband, orange	each	NA	ATC Kits (GREEN)
	wristband, pink	each	NA	ATC Kits (GREEN)
	wristband, purple	each	NA	ATC Kits (GREEN)
	wristband, red	each	NA	ATC Kits (GREEN)
	wristband, teal	each	NA	ATC Kits (GREEN)
	wristband, white	each	NA	ATC Kits (GREEN)
	wristband, yellow	each	NA	ATC Kits (GREEN)
	Wiscoulia, yellow			
	box, corrugated, 24" x 17" x 24.75"	each	576	RSS Center (ORANGE)
	clipboard, standard size	each	24	RSS Center (ORANGE)
	cutter, box	each	36	RSS Center (ORANGE)
	easel pad, self stick	pack	4	RSS Center (ORANGE)
	extension cord, heavy duty, 50ft.	roll	6	RSS Center (ORANGE)
	highlighter, yellow	each	2	RSS Center (ORANGE)
	marker, jumbo, black	each	3	RSS Center (ORANGE)
	marker, standard, black	each	10	RSS Center (ORANGE)

Moore	ltems hightlighted in "PINK" color are considerate to the considerate to the color are color	Unit	Units Per	Kit Type
Catalog #	megaphone, battery powered, C type	each	Kit 1	RSS Center (ORANGE)
	note, posting, adhesive, 3" x 3"	pack	4	RSS Center (ORANGE)
	pad, writing, ruled, yellow, 50 sheet, 8.5" x 11"	each	12	RSS Center (ORANGE)
	paper, printer, white, 8.5" x 11"	piece	2500	RSS Center (ORANGE)
	pen, ballpoint, black	each	48	RSS Center (ORANGE)
	poster board, yellow, 22" x 28"	each	150	RSS Center (ORANGE)
	power strip, 6 outlet, 6 ft.	each	12	RSS Center (ORANGE
	scissors, 7" straight	each	2	RSS Center (ORANGE)
	shrink wrap, clear, 18" x 1500'	roll	144	RSS Center (ORANGE)
	staple, standard	each	5000	RSS Center (ORANGE)
	stapler, standard, desktop	each	2	RSS Center (ORANGE)
	tape dispenser, box sealing, pistol grip	each	24	RSS Center (ORANGE)
	tape, box sealing, (for tape dispenser)	roll	120	RSS Center (ORANGE)
	tape, duct	roll	2	RSS Center (ORANGE
	Kits maintained at all times:	NA	NA	NA
	55 POD General (BLUE)	NA	NA	NA
	55 POD Vac (RED)	NA	NA	NA
	55 POD Pharmacy (YELLOW)	NA	NA	NA
	5 Staging Area (GREEN)	NA	NA	NA
	2 RSS Center (ORANGE)	NA	NA	NA
	POD = Point of Dispensing Center; drugs dispensed or vaccine administered to critical responders (Closed POD) or the public (Open POD)	NA	NA	NA
	Staging Area = Facility where staff et al resources will report and be transported from	NA	NA	NA
	RSS Center = Receiving Storing Staging Center; supply depot to receive, store, repackage and distribute medical material supplies / equipment	NA	NA	NA

	Items hightlighted in "PINK" color are consid	ered time		terial
Moore atalog#	Line Item Description	Unit	Units Per Kit	Kit Type
	battery, alkaline, C type	each	12	EAMC Support Kit
	pen, ballpoint, black	each	696	EAMC Support Kit
	hand sanitizer, 4oz. (Purell or other)	bottle	24	EAMC Support Kit
	signs, pre-printed, (City will provide)	NA	NA	EAMC Support Kit
	paper, printer, white, 8.5" x 11" Blank	Ream	2	EAMC Support Kit
	Consent Forms, 8.5" x 11" with 3" perforation at bottom	Ream	20	EAMC Support Kit
	Drug Information forms	NA	NA	EAMC Support Kit
	Portable Printers	NA	NA	EAMC Support Kit
	Printer Ink	NA	NA	EAMC Support Kit
	i .			
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Moore				
atalog#	Line Item Description	Unit	Quantity	Kit Type
	SAFETY GOGGLES FOR SPLASH PROTECTION, PLAIN LENS.	Each	11,000	OEMC Mass Care Kits
	INTEGRA SAFETY GLASSES, BLACK FRAME WITH INDOOR/OUTDOOR LENS.	Each	10,000	OEMC Mass Care Kits
	NITRILE NON-STERILE EXAM GLOVES, SIZE MEDIUM, 100/BOX, 10 BX/CASE.	Case	2,000	OEMC Mass Care Kits
	NITRILE NON-STERILE EXAM GLOVES, SIZE LARGE, 100/BOX, 10 BX/CASE.	Case	4,000	OEMC Mass Care Kits
	NITRILE NON-STERILE EXAM GLOVES, SIZE X-LARGE, 100/BOX, 10 BX/CASE.	Case	4,000	OEMC Mass Care Kits
	Cots, Folding – 28 in. x 78 in. x 18 in. Sleeping Cot w/ 1.25 in. sq. channel reinforced aluminum frame, polyester cover, reinforced stitching, 350 lb weight capacity, compact for easy storage in its own carry bag, washable, colorfast	Each	10,000	OEMC Mass Care Kits
	Hygiene Kits – 15 in. x 11 in. customized, white plastic bag w/ handle, imprinted with 5 in. x 7 in. black "OEMC" logo on one side of bag, sealed, contains: 20 individually wrapped disposable pre-moistened washcloths, 1 pkg pocket tissue	Each	10,000	OEMC Mass Care Kits
	1		3.1	"
			+	
			+ +	

2014.08.20

### Pallet Replenishment Line List

	Items hightlighted in "PINK" color are considered time sensitive material				
Moore Catalog #	Line Item Description	Unit	Quantity	Kit Type	
				G.	
				<u>.</u>	

### **CDPH Personnel**

Pallet Storage: Sole Source Review

Suret M. McKinney

Clustoln VII

Maibel Valols

Suzet M. McKinney, DrPH, MPH

**Deputy Commissioner** 

Chicago Department of Public Health

312-747-9882

Suzet.Mckinney@cityofchicago.org

Christopher G. Shields, BS, EMT-P

Assistant Commissioner

Chicago Department of Public Health

312-747-9783

Christopher.Shields@cityofchicago.org

Maribel Valdez

Chief Contract Expeditor

Chicago Department of Public Health

312-747-8828

Maribel.Valdez@cityofchicago.org



Notice of Award

Issue Date: 07/01/2014

COOPERATIVE AGREEMENTS
Department of Health and Human Services
Centers for Disease Control and Prevention





**Grant Number:** 5U90TP000507-03 **FAIN:** U90TP000507

Principal Investigator(s):

Suzet Mckinney

Project Title: TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS

ANN CIBULSKIS COORDINATING PLANNER CHICAGO DEPARTMENT OF PUBLIC HEALTH 333 SOUTH STATE STREET, ROOM 200 CHICAGO, IL 60604

**Budget Period:** 07/01/2014 - 06/30/2015 **Project Period:** 07/01/2012 - 06/30/2017

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of \$12,507,396 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to CHICAGO DEPARTMENT OF HEALTH in support of the above referenced project. This award is pursuant to the authority of SEC391(A)317(K)OFPHS42U.S.C.SEC241A 247B and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sharron Orum

Sincerely your

Grants Management Officer

Centers for Disease Control and Prevention

Additional information follows

#### SECTION I - AWARD DATA - 5U90TP000507-03

Award Calculation (U.S. Dollars) Salaries and Wages Fringe Benefits Personnel Costs (Subtotal) Supplies Travel Costs Other Costs Consortium/Contractual Cost	\$4,507,155 \$1,479,051 \$5,986,206 \$972,926 \$40,600 \$1,025,217 \$4,083,277
Federal Direct Costs Federal F&A Costs Approved Budget Federal Share Less Unobligated Balance TOTAL FEDERAL AWARD AMOUNT	\$12,108,226 \$1,607,830 \$13,716,056 \$13,716,056 \$1,208,660 \$12,507,396
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$12,507,396

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

04 \$12,507,396 05 \$12,507,396

Fiscal Information:

CFDA Number:

93.074

EIN:

1366005820B8

**Document Number:** 

000507TP14

IÇ	CAN	2014	2015	2016
TP	921027R	\$1,649,890		
TP	9213367	\$8,161,879		
TP	939ZVNM	\$2,695,627	\$12,507,396	\$12,507,396

SUMMARY TOTALS FOR ALL YEARS				
YR	THIS AWARD	CUMULATIVE TOTALS		
3	\$12,507,396	\$12,507,396		
4	\$12,507,396	\$12,507,396		
5	\$12,507,396	\$12,507,396		

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

### **CDC Administrative Data:**

PCC: / OC: 4151 / Processed: ERAAPPS 07/01/2014

### SECTION II - PAYMENT/HOTLINE INFORMATION - 5U90TP000507-03

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they

choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

### SECTION III - TERMS AND CONDITIONS - 5U90TP000507-03

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

This award has been assigned the Federal Award Identification Number (FAIN) U90TP000507. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

This award is funded by the following list of institutes. Any papers published under the auspices of this award must cite the funding support of all institutes.

Coordinating Office For Terrorism Preparedness And Emergency Response (CTPER)

### Treatment of Program Income:

Additional Costs

### SECTION IV - TP Special Terms and Conditions - 5U90TP000507-03

Funding Opportunity Announcement (FOA) Number: TP12-1201

Award Number: 5 U90 TP 0000507-03 Award Type: Cooperative Agreement

Applicable Cost Principles: 2 CFR Part 225 Cost Principles for State, Local, and Indian Tribal

Governments (OMB Circular A-87)

### AWARD INFORMATION

### REMARKS

The Public Health Preparedness Program cooperative agreements are authorized by section 319C-1, and The Hospital Preparedness Program cooperative agreements are authorized by section 319C-2 of the Public Health Service (PHS) Act as amended.

- Although aligned the two programs remain distinct and separate programs and are funded through two different appropriations.
- Dual agency established CFDA number 93.074
- All audits, etc. should list these two CFDA numbers.
  - 93.889 National Bioterrorism Hospital Preparedness Program
  - 93.069 Public Health Emergency Preparedness

Incorporation: The Centers for Disease Control and Prevention (CDC) hereby incorporates Funding Opportunity Announcement Number TP12-1201, entitled Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Cooperative Agreement, and application dated May 9, 2014, as may be amended, which are hereby made a part of this

Non-Research award hereinafter referred to as the Notice of Award (NoA). The Department of Health and Human Services (HHS) grant recipients must comply with all terms and conditions outlined in their NoA, including grants policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. The term grant is used throughout this notice and includes cooperative agreements.

**Approved Funding:** Funding in the amount of \$13,716,056 is approved for the Year 3 budget period, which is July 1, 2014 through June 30, 2015. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

Note: Refer to the Payment Information section for draw down and Payment Management System (PMS) subaccount information.

**APPROVED FUNDING HPP:** Funding in the amount of \$2,773,478 which includes \$77,851 BP2 carryover is approved for the Year 03 budget period, which is July 1, 2014 through June 30, 2015. All funding for future years will be based on satisfactory programmatic progress and the availability of funds. <u>Please see the attached spreadsheet for the approved budget (by cost category) for both the PHEP and HPP programs.</u>

**APPROVED FUNDING PHEP:** Funding in the amount of 10,942,578 which includes \$1,130,809 BP2 carryover is approved for the Year 03 budget period, which is July 1, 2014 through June 30, 2015 for the following program components:

Base \$9,151,933 Cities Readiness Initiative (CRI) \$1,790,645

All funding for future years will be based on satisfactory programmatic progress and the availability of funds.

Cities Readiness Initiative (CRI): This award includes \$1,790,645 to support Medical Countermeasure Dispensing and the Medical Materiel Management and Distribution (MCMDD) capabilities. These funds provide for medical countermeasure distribution and dispensing (MCMDD) for all-hazards events, which includes the ability of jurisdictions to develop capabilities for U.S. cities to respond to a large-scale biologic attack, with anthrax as the primary threat consideration. For state awardees, 75% of their allocated CRI funds must be provided to CRI jurisdictions in support of all-hazards MCMDD planning and preparedness. CRI jurisdictions are defined to include independent planning jurisdictions (as defined by the state and locality) that include those counties and municipalities within the defined metropolitan statistical area (MSA) or the New England County Metropolitan Areas (NECMAs).

Award Funding: Not funded by the Prevention and Public Health Fund

Carryover of Unobligated Funding: Carryover of Year 2 unobligated funds in the amount of \$1,208,660 is approved based on Federal Financial Report (FFR) dated April 18, 2014. The carryover of unobligated funding increases the overall approved budget of this budget period. The total NoA award amount will be subject to a reduction if the final unobligated balance is less than the amount reported on the referenced FFR. These funds are approved as follows:

Approved Carryover Funding HPP: \$77,851

Year 2 carryover HPP funds must be draw from subaccount number:000507BT12H

Approved Carryover Funding PHEP: \$1,130,809

Year 2 carryover PHEP funds must be draw from PMS subaccount number:000507BT12P

NOTE: All BP2 Carryover funds MUST be used by June 30, 2015 these funds are approved for the current fiscal year budget period only. Please be advised that grantees must exercise proper stewardship over Federal funds by ensuring that all costs charged to their cooperative agreement are allowable, allocable, and reasonable.

**Technical Review Statement Response Requirement:** Refer to the attached Work Plan Conditions of Awards (WCOA) and Programmatic Budget Conditions of Awards (BCOA) for more information. NMI's must be submitted in PERFORMS by August 15, 2014.

**Budget Revision Requirement:** By August 15, 2014 the grantee must submit a revised budget with a narrative justification and work plan. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the Staff Contacts section of this notice before the due date.

**Program Income:** Any program income generated under this cooperative agreement will be used in accordance with the Addition alternative.

Addition alternative: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives. Applicable to each grantee for which the Match Requirement has NOT been waived.

Note: The disposition of program income must have written prior approval from the GMO.

**SUBAWARD EQUAL TREATMENT FOR HPP:** The recipient must comply with 45 CFR 87, including the provision that no state or local government recipient nor any intermediate organization with the same duties as a governmental entity shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.

### ENFORCEMENT ACTION FAILURE TO MEET BENCHMARKS FOR HPP

Section 319C-2 of the Public Health Service Act, as amended requires the withholding of amounts from entities that fail to achieve benchmarks and objective standards or to submit an acceptable pandemic influenza operations plan, beginning with fiscal year 2009 and in each succeeding fiscal year: If an awardee fails to meet the measurable benchmarks and objective standards and/or fails to submit an acceptable pandemic influenza operations plan is subject to a withhold of funds in the fiscal year immediately following the fiscal year in which the failure occurred in the amount equal to 10% of the amount the entity was eligible to receive. As shown in the FOA continued failure will result in the withholding of a larger percentage of funds.

#### ENFORCEMENT ACTION FAILURE TO MEET BENCHMARKS FOR PHEP

Section 319C-1 of the Public Health Service Act, as amended, requires the withholding of amounts from entities that fail to achieve benchmarks and objective standards or to submit an acceptable pandemic influenza operations plan, beginning with fiscal year 2009 and in each succeeding fiscal year: Any awardee who fails to meet the evidence based benchmarks and objective standards and/or fails to prepare and submit an acceptable pandemic influenza operations plan is subject to withholding of funds for Budget Period 4 (FY2015) in the amount equal to 10% of funding per failure.

### PHEP-SPECIFIC EXERCISE REQUIREMENTS

The Public Health Service Act, Section 319C-1, requires each PHEP-funded awardee to conduct at least one annual exercise to test preparedness and response capabilities including submission of an after-action report (AAR) and improvement plan (IP). The HSEEP building block approach could be an acceptable model leading up to a jurisdiction's full-scale exercise. This annual exercise could include tabletop, functional or full-scale exercises that test public health preparedness and response capabilities. The AAR/IPs for each exercise are due as part of the PHEP Budget Period 3 annual progress report due on September 30, 2015.

Indirect Costs: Indirect costs are approved based on the recipient's approved Cost Allocation Plan.

MATCH AND MAINTENANCE OF RECORDS. Under 45 CFR Part 92.24 (b)(6) Records: Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and sub grantee or cost-type contractors. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the organizations to support the allocability of regular personnel costs. It is incumbent upon awardees to assure their subawardees or subcontractors have sourced and valued their

contribution to match as outlined in the regulations and that the sub recipients' records can withstand the rigors of an A-133 audit.

MATCHING REQUIREMENTS for HPP of 10%. Is not applicable.

MATCHING FUNDS REQUIREMENT for PHEP of 10%. Is not applicable.

### MAINTENANCE OF FUNDING (MAINTAIN STATE FUNDING)

Sections 319C-1 and 319C-2 of the Public Health Service Act, as amended require that the awardee maintain expenditures at a level that is not less than the average level of the preceding two years.

Awardees must be able to account for Maintenance of Funding (MOF) separate from accounting for federal funds and separate from accounting for any matching funds requirements; this accounting is subject to ongoing monitoring, oversight, and audit. MOF only includes state funds. MOF does not apply to future contingent emergency response awards that may be authorized under 317(a) and 317(d) of the Public Health Service Act unless such a requirement were imposed by statute or administrative process at the time.

### Cost Limitations as Stated in the Consolidated Appropriations Act, 2014, (Items A through F)

A. Cap on Salaries (Div. H, Title II, Sec. 203): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds.

B. Gun Control Prohibition (Div. H, Title II, Sec. 217): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Proper Use of Appropriations - Publicity and Propaganda (LOBBYING) FY2012 (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate
  or promote any proposed, pending or future Federal, State or local tax increase, or any
  proposed, pending, or future requirement or restriction on any legal consumer product,
  including its sale of marketing, including but not limited to the advocacy or promotion of
  gun control.

For additional information, see Additional Requirement 12 at <a href="http://www.cdc.gov/od/pgo/funding/grants/additional\_req.shtm">http://www.cdc.gov/od/pgo/funding/grants/additional\_req.shtm</a> and Anti Lobbying Restrictions for CDC Grantees July 2012.pdf.

D. Needle Exchange (Div. H, Title V, Sec. 522): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Restricts dealings with corporations with recent felonies (Div. E, Title VI, Sec. 623): None of the funds made available by this Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government.

F. Restricts dealings with corporations with unpaid federal tax liability (Div. E, Title VI, Sec. 622, Div. H, Title V, Sec. 518): None of the funds made available by this Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

Rent or Space Costs: Grantees are responsible for ensuring that all costs included in this proposal to establish billing or final indirect cost rates are allowable in accordance with the requirements of the Federal award(s) to which they apply, including 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87); and 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122). The grantee also has a responsibility to ensure sub-recipients expend funds in compliance with applicable federal laws and regulations. Furthermore, it is the responsibility of the grantee to ensure rent is a legitimate direct cost line item, which the grantee has supported in current and/or prior projects and these same costs have been treated as indirect costs that have not been claimed as direct costs. If rent is claimed as direct cost, the grantee must provide a narrative justification, which describes their prescribed policy to include the effective date to the assigned Grants Management Specialist (GMS) identified in the CDC Contacts for this award.

Cancel Year: 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following, On September 30<sup>th</sup> of the 5<sup>th</sup> fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose. An example is provided below:

Fiscal Year (FY) 2012 funds will expire September 30, 2017. All FY 2012 funds should be drawn down and reported to Payment Management Services (PMS) prior to September 30, 2017. After this date, corrections or cash requests will not be permitted.

### REPORTING REQUIREMENTS

Annual Federal Financial Report (FFR, SF-425): The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted through eRA Commons no later than 90 days after the end of the calendar quarter in which the budget period ends. The FFR for this budget period is due to the GMS/GMO by September 30, 2015. Reporting timeframe is July 1, 2014 through June 30, 2015.

The FFR should only include those funds authorized and disbursed during the timeframe covered by the report. The final FFR must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. There must be no discrepancies between the final FFR expenditure data and the Payment Management System's (PMS) cash transaction data. All Federal reporting in PMS is unchanged.

Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, the grantee is required to contact the Grants Officer listed in the contacts section of this notice before the due date.

FFR (SF-425) instructions for CDC Grantees are available at <a href="http://grants.nih.gov/grants/forms.htm">http://grants.nih.gov/grants/forms.htm</a>. For further information, contact GrantsInfo@nih.gov. Additional resources concerning the eFSR/FFR system, including a User Guide and an on-line demonstration, can be found on the eRA Commons Support Page: <a href="http://www.cdc.gov/od/pgo/funding/grants/eramain.shtm">http://www.cdc.gov/od/pgo/funding/grants/eramain.shtm</a>.

**Performance Reporting:** The Annual Performance Report is due no later than 120 days prior to the end of the budget period **March 2, 2015**, and serves as the continuing application. This report should include the information specified in the FOA.

#### PROGRESS REPORTS:

A mid-year progress report due 30 days after the first six months of the budget period and is electronically submitted. Information for submitting the report will be forwarded when available; the CIO will forward information under a separate cover. This report should include status updates on the progress of required benchmarks, applicable performance measure activities, and technical assistance plans; updates on current preparedness status and self-identified gaps based on the public health and healthcare preparedness capabilities as they relate to overall jurisdictional needs; and interim HPP and PHEP budget expenditure reports.

An annual progress report due 90 days after the end of the budget period and is submitted electronically. Information to access the system will be sent as it becomes available. This report should include updates on work plan activities including contracts, progress on implementation of technical assistance plans; budget expenditure reports; updates on required benchmarks and performance measurement activities; NIMS implementation, gap-based training, ESAR-VHP (HPP only), exercise reporting requirements, and preparedness accomplishments, success stories, and program impact statements as well as other items deemed necessary for full disclosure of progress.

### Audit Requirement:

Domestic Organizations (*including US-based organizations implementing projects with foreign components*): An organization that expends \$500,000 or more in a fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System <u>Electronic Submission</u>:

https://harvester.census.gov/facides/(S(0vkw1zaelyzjibnahocga5i0))/account/login.aspx

#### AND

Procurement & Grants Office, Risk Management & Compliance Activity Electronic Copy to: PGO.Audit.Resolution@cdc.gov

Audit requirements for Subrecipients: The grantee must ensure that the subrecipients receiving CDC funds also meet these requirements. The grantee must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable Federal law and regulations (2 CFR 200 Subpart F and HHS Grants Policy Statement). The grantee may consider whether subrecipient audits necessitate adjustment of the grantee's own accounting records. If a subrecipient is not required to have a program-specific audit, the grantee is still required to perform adequate monitoring of subrecipient activities. The grantee shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The grantee must include this requirement in all subrecipient contracts.

Note: The standards set forth in 2 CFR Part 200 Subpart F will apply to audits of fiscal years beginning on or after December 26, 2014.

### Federal Funding Accountability and Transparency Act (FFATA):

In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award And Executive Compensation Information, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000.

Pursuant to A-133 (see Section\_.205(h) and Section\_.205(i)), a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-awardee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.

2 CFR Part 170: http://www.ecfr.gov/cgi-bin/text-idx?SID=62c0c614004c0ada23cb6552e0adcdc6&node=2:1.1.1.1.4&rgn=div5# top

FFATA: www.fsrs.gov.

Reporting of First-Tier Sub-awards

Applicability: Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity.

Reporting: Report each obligating action of this award term to <a href="http://www.fsrs.gov">http://www.fsrs.gov</a>. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010). You must report the information about each obligating action that the submission instructions posted at <a href="http://www.fsrs.gov">http://www.fsrs.gov</a> specify.

<u>Total Compensation of Recipient Executives</u>: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

- The total Federal funding authorized to date under this award is \$25,000 or more;
- In the preceding fiscal year, you received-
  - 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
  - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
  - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

Report executive total compensation as part of your registration profile at <a href="http://www.sam.gov">http://www.sam.gov</a>. Reports should be made at the end of the month following the month in which this award is made and annually thereafter.

<u>Total Compensation of Sub-recipient Executives:</u> Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), for each first-tier sub-recipient under this award, you must report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if:

- In the sub-recipient's preceding fiscal year, the sub-recipient received—
  - 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and

- \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
- The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

You must report sub-recipient executive total compensation to the grantee by the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1st and 31st), you must report any required compensation information of the sub-recipient by November 30th of that year.

## Definitions:

- Entity means all of the following, as defined in 2 CFR Part 25 (Appendix A, Paragraph(C)(3)):
  - o Governmental organization, which is a State, local government, or Indian tribe;
  - Foreign public entity;
  - o Domestic or foreign non-profit organization;
  - Domestic or foreign for-profit organization;
  - Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- Executive means officers, managing partners, or any other employees in management positions.
- Sub-award: a legal instrument to provide support to an eligible sub-recipient for the
  performance of any portion of the substantive project or program for which the grantee
  received this award. The term does not include the grantees procurement of property and
  services needed to carry out the project or program (for further explanation, see Sec.
  \_.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments,
  and Non-Profit Organizations). A sub-award may be provided through any legal
  agreement, including an agreement that the grantee or a sub-recipient considers a
  contract.
- Sub-recipient means an entity that receives a sub-award from you (the grantee) under this award; and is accountable to the grantee for the use of the Federal funds provided by the sub-award.
- Total compensation means the cash and non-cash dollar value earned by the executive during the grantee's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR Part 229.402(c)(2)):
  - o Salary and bonus
  - Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - Above-market earnings on deferred compensation which is not tax-qualified.

Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## GENERAL REQUIREMENTS

**Travel Cost:** In accordance with HHS Grants Policy Statement, travel costs are only allowable where such travel will provide direct benefit to the project or program. There must be a direct benefit imparted on behalf of the traveler as it applies to the approved activities of the NoA. To prevent disallowance of cost, the grantee is responsible for ensuring that only allowable travel reimbursements are applied in accordance with their organization's established travel policies and procedures. Grantees approved policies must meet the requirements of 2 CFR Parts 200, 225 and 230, as applicable and 45 CFR Parts 74 and 92, as applicable.

Food and Meals: Costs associated with food or meals are allowable when consistent with OMB Circulars and guidance, HHS Federal regulations, Program Regulations, HHS policies and guidance. In addition, costs must be proposed in accordance with grantee approved policies and a determination of reasonableness has been performed by the grantees. Grantee approved policies must meet the requirements of 2 CFR Parts 200, 225 and 230, as applicable and 45 CFR Parts 74 and 92, as applicable.

**Prior Approval:** All requests, which require prior approval, must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director named on this NoA. The grantee must submit these requests by **March 2, 2015** or no later than 120 days prior to this budget period's end date. Any requests received that reflect only one signature will be returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests require prior approval.

- Use of unobligated funds from prior budget period (Carryover)\*
- Lift funding restriction, withholding, or disallowance
- Redirection of funds
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the most recently approved budget
- Apply for supplemental funds
- Response to the Objective/Technical Review Statement
- Change in key personnel
- Extensions
- Conferences or meetings that exceed cost threshold

Note: Awardees may request up to 75 percent of their estimated unobligated funds to be carried forward into the next budget period.

Templates for prior approval requests can be found at: <a href="http://www.cdc.gov/od/pgo/funding/grants/granteeguidance.shtm">http://www.cdc.gov/od/pgo/funding/grants/granteeguidance.shtm</a>

**Key Personnel:** In accordance with 2 CFR Parts 200.308 and 215.25(c)(2) & (3), CDC grantees must obtain prior approval from CDC for (1) change in the project director/principal investigator, business official, authorized organizational representative or other key persons specified in the FOA, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

**Inventions:** Acceptance of grant funds obligates grantees to comply with the standard patent rights clause in 37 CFR Part 401.14.

**Publications:** Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number U90 TP 000507-03, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

**Acknowledgment Of Federal Support:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and grantees of Federal research grants, shall clearly state:

- percentage of the total costs of the program or project which will be financed with Federal money
- · dollar amount of Federal funds for the project or program, and
- percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

**Disclaimer for Conference/Meeting/Seminar Materials:** Disclaimers for conferences/meetings, etc. and/or publications: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract the grantee must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003). Accordingly, neither the HHS nor the CDC logo can be used by the grantee without the express, written consent of either the CDC Project Officer or the CDC Grants Management Officer. It is the responsibility of the grantee to request consent for use of

the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the grantee must ensure written consent is received from the Project Officer and/or the Grants Management Officer.

**Equipment and Products:** To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with grantee policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The grantee may use its own property management standards and procedures, provided it observes provisions of in applicable grant regulations and OMB circulars.

Federal Information Security Management Act (FISMA): All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC grantees only when grantees collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the grantee retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a grantee is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website: <a href="http://frwebgate.access.gpo.gov/cgi-">http://frwebgate.access.gpo.gov/cgi-</a>

bin/getdoc.cgi?dbname=107 cong public laws&docid=f:publ347.107.pdf

Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: Grantees are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

### Federal Acquisition Regulations

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "grantee," "subgrant," or "subgrantee"):

- 3.908 Pilot program for enhancement of contractor employee whistleblower protections.
- 3.908-1 Scope of section.
- (a) This section implements 41 U.S.C. 4712.
- (b) This section does not apply to-
- (1) DoD, NASA, and the Coast Guard; or
- (2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-
- (i) Relates to an activity of an element of the intelligence community; or
- (ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

3.908-2 Definitions.

As used in this section-

"Abuse of authority" means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency.

"Inspector General" means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

## 3.908-3 Policy.

- (a) Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.
- (b) Entities to whom disclosure may be made.
- (1) A Member of Congress or a representative of a committee of Congress.
- (2) An Inspector General.
- (3) The Government Accountability Office.
- (4) A Federal employee responsible for contract oversight or management at the relevant agency.
- (5) An authorized official of the Department of Justice or other law enforcement agency.
- (6) A court or grand jury.
- (7) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- (c) An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

### 3.908-9 Contract clause.

Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at <u>41 U.S.C. 4712</u> by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR <u>3.908</u>.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under <u>41 U.S.C. 4712</u>, as described in section <u>3.908</u> of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

## PAYMENT INFORMATION

**Automatic Drawdown (Direct/Advance Payments):** Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS will forward instructions for obtaining payments.

PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:

Director, Payment Management Services P.O. Box 6021 Rockville, MD 20852 Phone Number: (877) 614-5533 Email: PMSSupport@psc.gov

Website: http://www.dpm.psc.gov/help/help.aspx

**Note**: To obtain the contact information of PMS staff within respective Payment Branches refer to the links listed below:

- University and Non-Profit Payment Branch: <a href="http://www.dpm.psc.gov/contacts/dpm\_contact\_list/univ\_nonprofit.aspx?explorer.event=true">http://www.dpm.psc.gov/contacts/dpm\_contact\_list/univ\_nonprofit.aspx?explorer.event=true</a>
- Governmental and Tribal Payment Branch: <a href="http://www.dpm.psc.gov/contacts/dpm\_contact\_list/gov\_tribal.aspx?explorer.event=true">http://www.dpm.psc.gov/contacts/dpm\_contact\_list/gov\_tribal.aspx?explorer.event=true</a>
- Cross Servicing Payment Branch: <u>ttp://www.dpm.psc.gov/contacts/dpm\_contact\_list/cross\_servicing.aspx</u>
- International Payment Branch: Bhavin Patel (301) 443-9188

If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

U.S. Department of Health and Human Services Division of Payment Management 7700 Wisconsin Avenue, Suite 920 Bethesda, MD 20814

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

For additional information and/or to obtain your agency point of contact at the PMS, see, <a href="http://www.dpm.psc.gov/contacts/dpm\_contact\_list/dpm\_contact

Grant Document Number: 000507TP14

Payment Management System Subaccount: Effective October 1, 2013, a new HHS policy on subaccounts requires the CDC setup payment subaccounts within the Payment Management System (PMS) for all grant awards. Funds awarded in support of approved activities have been obligated in a newly established subaccount in the PMS, herein identified as the "P Account". A P Account is a subaccount created specifically for the purpose of tracking designated types of funding in the PMS.

All award funds must be tracked and reported separately. Funds must be used in support of approved activities in the FOA and the approved application.

This award contains funding from multiple components. The grant document number and a component's applicable subaccount title (listed below) must be known in order to draw down funds from this P Account.

Grant Document Number: 000507TP14

Component: PHEP
Subaccount Title: TP121201HPPPHEPBASE14

Component: HPP
Subaccount Title: TP121201HPPPHEPOTHR14

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from the grant Payment Management Services, the grantee acknowledges acceptance of the terms and

conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer within thirty (30) days of receipt of this award notice.

**Certification Statement:** By drawing down funds, the grantee certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and funds drawn down. Recipients must comply with all terms and conditions outlined in their NoA, including grant policy terms and conditions contained in applicable

HHS Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

## CLOSEOUT REQUIREMENTS

Grantees must submit closeout reports in a timely manner. Unless the Grants Management Specialist/Grants Management Officer (GMS/GMO) approves a deadline extension the grantee must submit all closeout reports within 90 days after the last day of the final budget period. Reporting timeframe is 07/01/2012 through 06/30/2017. Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI).

All manuscripts published as a result of the work supported in part or whole by the cooperative grant must be submitted with the progress reports.

An original plus two copies of the reports must be mailed to the GMS for approval by the GMO by the due date noted. Ensure the Award and Program Announcement numbers shown above are on the reports.

The final and other programmatic reports required by the terms and conditions of the NoA are the following.

**Final Performance Report:** An original and two copies are required. At a minimum, the report should include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

**Final Federal Financial Report (FFR, SF-425):** The FFR should only include those funds authorized and actually expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted through eRA Commons no later than 90 days after the end of the project period. This report must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Should the amount not match with the final expenditures reported to the Department of Health and Human Services' Payment Management Services (PMS), you will be required to update your reports to PMS accordingly. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

If the final reports (FFR and Final Progress Report) cannot be submitted within 90 days after the end of the project period, in accordance with 2 CFR Parts 200.343 (Closeout), 225 and 230, the grantee must submit a letter requesting an extension that includes the justification for the delay and state the expected date the CDC Procurement and Grants Office will receive the reports. All required documents must be mailed to the business contact identified in Staff Contacts.

**Equipment Inventory Report:** An original and two copies of a complete inventory must be submitted for all major equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. The inventory list must include the description of the item, manufacturer serial and/or identification number, acquisition date and cost, percentage of Federal funds used in the acquisition of the item. The grantee should also identify each item of equipment that it wishes to retain for continued use in accordance with 2 CFR Parts 200, 215.37 or 2 CFR Part 215.71. These requirements do apply to equipment purchased with non-federal funds for this program. The awarding agency may exercise its rights to require the transfer of equipment purchased

under the assistance award referenced in the cover letter. CDC will notify the grantee if transfer to title will be required and provide disposition instruction on all major equipment. Equipment with a unit acquisition cost of less than \$5,000 that is no longer to be used in projects or programs currently or previously sponsored by the Federal Government may be retained, sold, or otherwise disposed of, with no further obligation to the Federal Government. If no equipment was acquired under this award, a negative report is required.

**Final Invention Statement:** An original and two copies of a Final Invention Statement are required. Electronic versions of the form can be downloaded by visiting <a href="http://www.hhs.gov/forms/hhs568.pdf">http://www.hhs.gov/forms/hhs568.pdf</a>. If no inventions were conceived under this assistance award, a negative report is required. This statement may be included in a cover letter.

## CDC ROLES AND RESPONSIBILITIES

Roles and Responsibilities: Grants Management Specialists/Officers (GMO/GMS) and Program/Project Officers (PO) work together to award and manage CDC grants and cooperative agreements. From the pre-planning stage to closeout of an award, grants management and program staff have specific roles and responsibilities for each phase of the grant cycle. The GMS/GMO is responsible for the business management and administrative functions. The PO is responsible for the programmatic, scientific, and/or technical aspects. The purpose of this factsheet is to distinguish between the roles and responsibilities of the GMO/GMS and the PO to provide a description of their respective duties.

**Grants Management Officer:** The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards including:

- Determining the appropriate award instrument, i.e.; grant or cooperative agreement
- Determining if an application meets the requirements of the FOA
- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy
- Ensuring grantee compliance with applicable laws, regulations, and policies
- · Negotiating awards, including budgets
- Responding to grantee inquiries regarding the business and administrative aspects of an award
- Providing grantees with guidance on the closeout process and administering the closeout of grants
- Receiving and processing reports and prior approval requests such as changes in funding, carryover, budget redirection, or changes to the terms and conditions of an award
- Maintaining the official grant file and program book

The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

GMO Contact: See Staff Contacts below for the assigned GMO

**Grants Management Specialist:** The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards. Many of the functions described above are performed by the GMS on behalf of the GMO.

GMS Contact: See Staff Contacts below for the assigned GMS

**Program/Project Officer:** The PO is the federal official responsible for the programmatic, scientific, and/or technical aspects of grants and cooperative agreements including:

- The development of programs and FOAs to meet the CDC's mission
- Providing technical assistance to applicants in developing their applications e.g. explanation of programmatic requirements, regulations, evaluation criteria, and guidance to applicants on possible linkages with other resources
- Providing technical assistance to grantees in the performance of their project

 Post-award monitoring of grantee performance such as review of progress reports, review of prior approval requests, conducting site visits, and other activities complementary to those of the GMO/GMS.

### **Programmatic Contact:**

Wilma Jackson, Project Officer Centers for Disease Control and Prevention Public Health Emergency Preparedness Program 1600 Clifton Road Atlanta, Georgia 30333 Telephone: 404-639-0618 Fax: 404-639-2847

Email: cvn8@cdc.gov

## **Programmatic Contact:**

CDR Duane Wagner, Field Project Officer
Hospital Preparedness Program
Office of the Assistant Secretary for Preparedness and Response
National Health System Preparedness Program
233 N. Michigan Avenue - Suite 1300
Chicago, Illinois 60601
Telephone: 312-886-0693

Blackberry: 202-329-7205 E-Mail: <u>Duane.Wagner@hhs.gov</u>

### STAFF CONTACTS

Grants Management Specialist: Shicann Phillips Center for Disease Control and Prevention ONDIEH 1825 Century Center Blvd MS E-85 Atlanta, GA 30345

Email: IBQ7@CDC.GOV Phone: 404.498.3013

**Grants Management Officer:** Sharron Orum Centers for Disease Control and Prevention Procurement and Grants Office

Koger Center, Colgate Building 2920 Brandywine Road, Mail Stop K 14

Atlanta, GA 30341

Email: spo2@cdc.gov Phone: 770-488-2716

SPREADSHEET SUMMARY

**GRANT NUMBER:** 5U90TP000507-03

INSTITUTION: CHICAGO DEPARTMENT OF PUBLIC HEALTH

Budget	Year 3	Year 4	Year 5
Salaries and Wages	\$4,507,155		
Fringe Benefits	\$1,479,051		
Personnel Costs (Subtotal)	\$5,986,206		
Supplies	\$972,926		
Travel Costs	\$40,600		
Other Costs	\$1,025,217		
Consortium/Contractual Cost	\$4,083,277		
Other		\$12,507,396	\$12,507,396
TOTAL FEDERAL DC	\$12,108,226	\$12,507,396	\$12,507,396
TOTAL FEDERAL F&A	\$1,607,830	\$0	\$0

	TOTAL COST	\$12,507,396	\$12,507,396	\$12,507,396
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					O	Chicago						
	Public Health	Emergency P	repa	redness (Pl	HEP) -	Program Annou	псеп	Public Health Emergency Preparedness (PHEP) Program Announcement TP12-1201 Budget Period 03	Budget Period (	. 33		
Financial Assistance		Dasa		3	נ	Level 1 Lab	<u>-</u>	lotal Funded	Match	등	-	Total Budget
Personnel	69	3,753,809	69	507,484	49	1	67	4 261 293	<del>G</del>	,	G	4 261 203
Fringe	69	1,233,848	6)	166,429	ω.	•	69	1 400 277	<b>₩</b>	•	÷ +	1 400 277
Travel	€	30,819	69	431	₩		· <del>(</del>	31.250	<b>•</b>	•	<i>₩</i>	31.050
Equipment	₩		69		<del>(/)</del>	: 1361	₩	i e	<del>.</del>		₩ 69	202,10
Supplies	: 69	811,193	63	160,483	↔		6	971,676	မ		69	971 676
Contracts	₩.	1,507,461	67	481,940	<del>()</del>	10	w	1,989,401	ь		69	1.989.401
Consultant	ω.	5	4)		G	×	₩	1	· <i>မ</i> я	*	69	
Other	ь	741,677	↔	264,098	G	x	69	1,005,775	မှ	7	69	1.005.775
Total Direct Cost	€	8,078,807	69	1,580,865	63	•	Ю	9,659,672	ь	á	69	9 659 672
Total Indirect Cost	€	1,073,126	↔	209,780	69	3	63	1,282,906	69	•	69	1 282 906
TOTALFA	₩	9,151,933	₩	1,790,645	s)	00	₩.	10,942,578	· <b>6</b>	•	€	10,942,578
Direct Assistance												
Personnel	69	,	69		G	r	G	1	69		69	
Federal Contract	₩	*	6	8	ь	*	G	з	₩	1	မှ	(1
Other	€		↔	ř	69	3	ь	•	· 69	3	မာ	24
TOTALDA	4	•	↔	•	₩	•	69	All.	· 69·	*	S	in .
TOTAL AWARD	<del>65</del>	9,151,933 \$ 1,790,645	₩	,790,645	69	ı	69	10,942,578	<b>6</b>	1	69	10,942,578
Note: The amounts shown in FA-Other include funds that are in suspense and restricted pending prior approval. Restricted amounts are shown below.	vn in FA-Other	include funds	that	are in sust	sense	and restricted p	endir	ng prior approval.	Restricted am	ounts ar	e shc	wn below.
Restricted Funds												
Restrict during Review	<b>6</b>		69	4	69	e	69	•				
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1,130,809

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1,130,809

69

990,054 \$ 140,755 \$

**Estimated Unobligated Funds** 

Total Restricted \$

		0	Chicago	go				
Hospital Preparedness Program (HPP)	ess Progr	am (HPP) Pro	gram,	Announcement	Program Announcement TP12-1201 Budget Period 03	get P	eriod 03	
-		Base	Tot	Total Funded	Match		Total Budget	
rinancial Assistance			•		£1	¥		
Personnel	₩.	245,862	₩	245,862	69		\$ 245,862	862
Fringe	↔	78,774	↔	78,774	€9	,	\$ 78,	78,774
Travel	↔	9,350		9,350	↔	7	\$ 6	9,350
Equipment	₩	(4	€	7	↔	1		- 1
Supplies	↔	1,250	S	1,250	↔-		8	1,250
Contracts	↔	2,093,876	G	2,093,876	6		2,09	876
Consultant	↔		↔	Ä	69	1		-1
Other	↔	19,442	↔	19,442	69	1		19,442
Total Direct Cost	↔	2,448,554	↔	2,448,554	69	,	2,4	554
Total Indirect Cost	G	324,924	↔	324,924	69	1	\$ 324,924	924
TOTALFA	€9	2,773,478	↔	2,773,478	↔	7	\$ 2,773,478	478
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Federal Contract	↔	•	69	7	69		6	1
Other	€		₩	ī	·	1	€9	1
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Note: The amounts shown in FA-Other inc	clude funds	that are in suspens	e and re	stricted pending p	ior approval. Restrict	ed amor	FA-Other include funds that are in suspense and restricted pending prior approval. Restricted amounts are shown below.	
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	Tot	Total Restricted	€	A CONTRACTOR		÷ 6		
Estimated Unobligated Funds	€	77,851	₩	77,851	₩	₩.	77,851	351
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Hospital Preparedness Program (HPP) and Pu	ogram (	עובר / מווח בחר		dill Elleryell		Daleuness (r	olic Health Emergency Preparedness (PHEP) Program Announcement TP12-1201 Budget Period 03		ווסמוורפווור		01 Bud	ger	-
Financial Assistance	-	PHEP Total	_	HPP Total	Total	Total Funding	PHEP Match	£	HPP Match	Total Match	Match	ř	Total Budget
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Fringe	↔	1,400,277	ь	78,774	G	1,479,051	G	69		69	•	· <i>G</i> :	1 479 051
Travel	↔	31,250	G	9,350	ь	40,600	69	1		69		69	40 600
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Supplies	₩	971,676	w	1,250	69	972,926	G	1	69	6	•	69	972 926
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Other	₩	1,005,775	G	19,442	69	1,025,217	G	,		69		69	1 025 217
Total Direct Cost	€	9,659,672	69	2,448,554	69	12,108,226	ь	69		ю	1	69	12 108 226
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TOTALFA	↔	10,942,578	S	2,773,478	69	13,716,056	₩.	1	5	Ф	ı	G	13,716,056
Direct Assistance	3							33					
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Note: The amounts shown in FA-Other include funds that	ther incl	ude funds that	are in	suspense and r	restrict	nd bending pu	are in suspense and restricted pending prior approval. Restricted amounts are shown below	stricte	ed amounts ar	e shown	below.		
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	*	-	Tote	Total Restricted	€9.	4,#		n neet			-4		
Estimated Unobligated Funds	69	1,130,809	₩	77.851	69	1 208 660	· on	6		. 6	+	U	1 208 860

BP3 Work Plan Exception and Budget Exception Report for Chicago

Budget Period: 07/01/2014 to 06/30/2015

Date Application Submitted:

Privileged Communication

Grant Number: 000507

Program Announcement #: CDC-RFA-TP12-1201

**Work Plan Exception** 

Date Printed: 06/05/2014

## **Budget Exception**

Budget Exception for HPP-Base Funding Source

Туре	Category	Description	Requested \$	Approved \$
Needs More Info	Personnel	Program Manager (Personnel: \$89,904/ Fringe: \$28,805)	\$118,709	\$118,709
Work Plan	Association:	HPP Capabilities Plan: Program Administration,		
Exe	ception Text:	Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info	Contractual	MCHC Chicago Hospital Council	\$1,611,208	\$1,611,208
Work Plan	Association:			
Exc	ception Text:	Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		

**Budget Exception for PHEP-Base Funding Source** 

Туре	Category	Description	Requested \$	Approved \$
Needs More Info	Personnel	Assistant Program Director (Personnel: \$80,916/ Fringe: \$26,775)	\$107,691	\$107,691
Work Plan	Association:	PHEP Capabilities Plan: Program Administration,		
Exe	ception Text:	Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info	Personnel	Director of Planning, Research and Development (Personnel: \$85,020/ Fringe: \$28,133)	\$113,153	\$113,153
Work Plan A	Association:	PHEP Capabilities Plan: Community Preparedness,PHEP Capabilities Plan: Emergency Operations Coordination,PHEP Capabilities Plan: Community Recovery,PHEP Capabilities Plan: Medical Countermeasure Dispensing,		
Exc	ception Text:	Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info	Personnel	Medical Director (Personnel: \$148,283/ Fringe: \$49,067)	\$197,350	\$197,350
Work Plan A	Association:	PHEP Capabilities Plan: Responder Safety and Health,PHEP Capabilities Plan: Non-Pharmaceutical Interventions,PHEP Capabilities Plan: Public Health Surveillance & Epidemiologic Investigation,PHEP Capabilities Plan: Medical Countermeasure Dispensing,		
Exc	ception Text:	Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info	Personnel	Manager of Emergency Services/Drill Instructor (Personnel: \$88,812/ Fringe: \$29,388)	\$118,200	\$118,200
Work Plan A	Association:	PHEP Capabilities Plan: Responder Safety and Health,PHEP Capabilities Plan: Emergency Operations Coordination,PHEP Capabilities Plan: Medical Countermeasure Dispensing,PHEP Capabilities Plan: Medical Materiel Management & Distribution,		
		Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info		***Projects Administrator (Personnel: \$102,000/ Fringe: \$33,752)	\$135,752	\$135,752
Work Plan A		PHEP Capabilities Plan: Information Sharing,PHEP Capabilities Plan: Non-Pharmaceutical Interventions,PHEP Capabilities Plan: Community Preparedness,PHEP Capabilities Plan: Public Health Surveillance & Epidemiologic Investigation,PHEP Capabilities Plan: Mass Care,		

Budget Exception	for PHEP-Base	Funding Sou	ırce
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Туре	Category	Description	Requested \$	Approved \$
		Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info	•	***Director of Administration I (Personnel: \$76,428/ Fringe: \$25,290)	\$101,718	\$101,718
Work Plan	Association:	PHEP Capabilities Plan: Program Administration,		
		Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info		***Senior Emergency Management Coordinator (Personnel: \$59,796/ Fringe: \$19,786)	\$79,582	\$79,582
Work Plan	Association:	PHEP Capabilities Plan: Community Preparedness, PHEP Capabilities Plan: Community Recovery,		
		Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info	Personnel	***Head Storekeeper (Personnel: \$45,372/ Fringe: \$15,014)	\$60,386	\$60,386
Work Plan	Association:	PHEP Capabilities Plan: Medical Materiel Management & Distribution,		
		Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info		***Head Storekeeper (Personnel: \$45,372/ Fringe: \$15,014)	\$60,386	\$60,386
Work Plan	Association:	PHEP Capabilities Plan: Medical Materiel Management & Distribution,		
		Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info		***Attorney (Personnel: \$79,590/ Fringe: \$26,336)	\$105,926	\$105,926
Work Plan	Association:	PHEP Capabilities Plan: Non-Pharmaceutical Interventions,		
		Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info	2	OVERTIME (Personnel: \$44,402/ Fringe: \$6,403)	\$50,805	\$50,805
Work Plan	Association:	PHEP Capabilities Plan: Program Administration,		
		Other: The attached overtime justification spreadsheet from Chicago outlines specific exercises and events that do qualify as exercises such as the Taste of Chicago and the Chicago Marathon. However, overtime is also projected for anticipated emergency responses that may or may not occur and this is not an allowable cost. Please work with the project officer to refine the attached overtime spreadsheet to reflect allowable costs only and redirect any remaining portion of this budget line item.		
leeds More Info		Cold Chain Technologies	\$1,282,792	\$1,282,792
Work Plan A	Association:	PHEP Capabilities Plan: Medical Materiel Management & Distribution,		
		Other: CDPH indicates that is requesting \$1,553,000 (BP 2 - \$750,000 BASE, \$25,000 CRI and \$750,000 in BP1 Carry-Over request) for this contract at this time. Need to understand why there is reference to BP1 funds. BP1 funds expire and cannot be used to support/fund BP3 budget items.		
leeds More Info		[BP2 Carry-Over]: Hektoen (IGA with CCHHS: Cook County Health and Hospital System)	\$106,873	\$106,873
Work Plan A	Association:	PHEP Capabilities Plan: Medical Countermeasure Dispensing,		

Budget Exception for PHEP-Base Funding Source

Type Category Description

Exception Text: Other: A detailed scope of work and budget need to be uploaded in PERFORMS and identify name of Contractor, Method of Selection, Period of Performance, Scope of Work, Method of Accountability, Itemized Budget, as well as the source of the carry-over funds (i.e., where the funds came from;

what activities were not completed or what cost savings

occurred).

Requested \$

Approved \$

**Budget Exception for PHEP-CRI Funding Source** 

Туре	Category	Description	Requested \$	Approved \$
Needs More Info	Personnel	***Training Coordinator (Personnel: \$67,296/ Fringe: \$22,268)	\$89,564	\$89,564
Work Plan A	Association:	PHEP Capabilities Plan: Responder Safety and Health,PHEP Capabilities Plan: Community Preparedness,PHEP Capabilities Plan: Emergency Operations Coordination,PHEP Capabilities Plan: Medical Surge,PHEP Capabilities Plan: Medical Materiel Management & Distribution,		
	•	Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info	Personnel	******Senior Emergency Management Coordinator (Personnel: \$67,896/ Fringe: \$22,467)	\$90,363	\$90,363
Work Plan	Association:	PHEP Capabilities Plan: Community Preparedness,PHEP Capabilities Plan: Medical Countermeasure Dispensing,PHEP Capabilities Plan: Medical Materiel Management & Distribution,		
Ex	ception Text:	Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info		***Projected Overtime Costs (Personnel: \$8,025/ Fringe: \$1,157)	\$9,182	\$9,182
Work Plan	Association:	PHEP Capabilities Plan: Program Administration,		
Exe Needs More Info		Other: The attached overtime justification spreadsheet from Chicago outlines specific exercises and events that do qualify as exercises such as the Taste of Chicago and the Chicago Marathon. However, overtime is also projected for anticipated emergency responses that may or may not occur and this is not an allowable cost. Please work with the project officer to refine the attached overtime spreadsheet to reflect allowable costs only and redirect any remaining portion of this budget line item. Cold Chain Technologies	\$99,999	\$99,999
		PHEP Capabilities Plan: Medical Materiel Management &	ψ33,333	φ <del>ο</del> σ,σσσ
		Distribution,		
		Other: CDPH indicates that is requesting \$1,553,000 (BP 2 - \$750,000 BASE, \$25,000 CRI and \$750,000 in BP1 Carry-Over request) for this contract at this time. Need to understand why there is reference to BP1 funds. BP1 funds expire and cannot be used to support/fund BP3 budget items.		
Needs More Info		[BP2 Carry-Over]: Hektoen (IGA with CCHHS: Cook County Health and Hospital System)	\$19,812	\$19,812
Work Plan	Association:	PHEP Capabilities Plan: Medical Countermeasure Dispensing,		
Exc	ception Text:	Other: A detailed scope of work and budget need to be uploaded in PERFORMS and identify name of Contractor, Method of Selection, Period of Performance, Scope of Work, Method of Accountability, Itemized Budget, as well as the source of the carry-over funds (i.e., where the funds came from; what activities were not completed or what cost savings occurred).		



Jamie L Rhee, Chief Procurement Officer City of Chicago Department of Procurement Services 121 North LaSalle Street, Suite 806 Chicago, IL 60602

RE: Emergency Preparedness suppliles for palletized kits on pallets for storage and delivery to emergency preparedness trainings and in the event of a real emergency situation

Dear Ms. Rhee,

As the individual authorized to contractually obligate and negotiate for Moore Medical LLC., this letter is to confirm that Moore Medical does agree to the City of Chicago terms and conditions as consistent with Contract PO # 21929, Specification #45594 between Moore Medical and the City of Chicago Department of Public Health dated 03/16/14 - 09/30/14.

We truly appreciate the opportunity to work with CDPH again in this very important project.

Thank you,

Janice Ligmanowski Vice President,

**Customer Sales and Support** 

Moore Medical LLC 495 Woodcreek Drive Bolingbrook IL 60440

Tel: 860.826.3612



Dr. Suzet McKinney, Deputy Commissioner Chicago Department of Public Health DePaul Center 333 S State Street, Suite 200 Chicago IL 60604

Dear Dr. McKinney,

We are able to provide the services for each of the four (4) Service Catergories, designated in the Scope of Work document.

Category 1 – Supplies for replenishment of supplies used or expired

Category 2 – Assembly of CDPH and OEMC kits; stored on pallets

Category 3 – Storage of CDPH and OEMC kits and pallets

Category 4 -- Deployment / Delivery / Labor for rework of CDPH and OEMC kits

	Supplies for replenishment of supplies used or	12% Discount off Website
Category 1:	expired	Price
		12% Discount off Website
	Heat treated Pallets ISPM-15	Price
	Assembly of CDPH and OEMC kits; stored on	
Category 2:	pallets	Per Pallet
	Blue	\$160.00
	Red	\$90.00
	Yellow	\$90.00
	Green	\$90.00
	Orange	\$90.00
Category 3:	Storage of CDPH and OEMC kits and pallets	\$13.75/month/pallet
	Deployment / Delivery / Labor for rework of CDPH	
Category 4:	and OEMC kits	\$50.00/pallet

Moore Medical has the capacity and ability to adhere to all detail in the Contract's Scope of Work.

Thank you,

Moore Medical LLC

Janice Ligmanowski

Vice President

**Customer Sales and Support** 

Moore Medical LLC | Phone: 800.234.1464 | Fax: 800.944.6667 | www.mooremedical.com

Line Item Description	Unit	Units Per Kit	Kit Type	Price
3-hole punch	each	2	POD General (BLUE)	12% discount off website price
3-prong electrical adaptor	each	10	POD General (BLUE)	12% discount off website price
ammonia (smelling salt) inhalant	each	10	POD General (BLUE)	12% discount off website price
bag, paper, #4	each	1000	POD General (BLUE)	12% discount off website price
bag, plastic, zip seal, 8" x 10"	each	4000	POD General (BLUE)	12% discount off website price
battery, alkaline, C type	each	12	POD General (StUE)	12% discount off website price
caution tape, 3" x 1000'	roll	6	POD General (BLUE)	12% discount off website price
cleaning solution, antibacterial	gallon	10	POD General (BLUE)	12% discount off website price
clip, binder, large, 2"	each	144	POD General (BLUE)	12% discount off website price
clipboard, standard size	each	288	POD General (SLUE)	12% discount off website price
cutter, box	each	12	POD General (BLUE)	12% discount off website price
diphenhydramine hydrochloride, 50mg/ml (1ml) prefilled syringe / needle	each	25	POD General (BLUE)	12% discount off website price
easel, portable	each	6	POD General (BLUE)	12% discount off website price
envelope, inter-office, 10" x 13"	each	300	POD General (BLUE)	12% discount off website price
epinephrine hydrochloride, 0.1mg (pediatric) auto-injector	each	2	POD General (BLUE)	12% discount off website price
epinephrine hydrochloride, 0.3mg (adult) auto-injector	each	4	POD General (BLUE)	12% discount off website price
extension cord, heavy duty, 50ft.	roll	2	POD General (BLUE)	12% discount off website price
folder, file, hanging, standard size	each	25	POD General (BLUE)	12% discount off website price
folder, file, non-hanging, 1/3 cut tab, standard size	each	100	POD General (BLUE)	12% discount off website price
germicidal spray	can	1	POD General (BLUE)	12% discount off website price
glove, non-latex, powder free, large	each	500	POD General (BLUE)	12% discount off website price
glove, non-latex, powder free, XL	each	500	POD General (BLUE)	12% discount off website price
marker, jumbo, black	each	1	POD General (BLUE)	12% discount off website price
	each	1	POD General (BLUE)	12% discount off website price
marker, jumbo, blue		1	POD General (BLUE)	12% discount off website price
marker, jumbo, green	each			12% discount off website price
marker, jumbo, red	each	1	POD General (BLUE)	<del></del>
marker, standard, black	each	12	POD General (BLUE)	12% discount off website price
mask, surgical, adult	each	400	POD General (BLUE)	12% discount off website price
megaphone, battery powered, C type	each	1	POD General (BLUE)	12% discount off website price
note, posting, adhesive, 3" x 3"	pack	3	POD General (BLUE)	12% discount off website price
one way valve, filter pack, Laerdal, (for artificial respiration)	each	1	POD General (BLUE)	12% discount off website price
pad, writing, ruled, yellow, 50 sheet, 8.5" x 11"	each	12	POD General (BtUE)	12% discount off website price
paper clip, jumbo	each	500	POD General (BLUE)	12% discount off website price
paper, printer, white, 8.5" x 11"	piece	5000	POD General (BLUE)	12% discount off website price
pen, ballpoint, black	each	696	POD General (BLUE)	12% discount off website price
penlight, diagnostic, disposable	each	6	POD General (BLUE)	12% discount off website price
pocket mask, oxygen inlet, Laerdal, (for artificial respiration)	each	1	POD General (BLUE)	12% discount off website price
poster board, yellow, 22" x 28"	each	25	POD General (BLUE)	12% discount off website price
power strip, 6 outlet, 6 ft.	each	3	POD General (BLUE)	12% discount off website price
rubber band	bag	1	POD: General (BLUE)	12% discount off website price
scissors, 7", straight	each	2	POD General (BLUE)	12% discount off website price
sign holder, pedestal	each	20	POD General (BLUE)	12% discount off website price
signs, pre-printed, (City will provide)	NA	NA	POD: General (BLUE)	12% discount off website price
sphygmomanometer cuff, XL	each	1	POD General (BLUE)	12% discount off website price
sphygmomanometer, cuff, bulb, adult	each	1	POD General (BLUE)	12% discount off website price
sphygmomanometer, cuff, bulb, child	each	1	POD: General (BLUE)	12% discount off website price
staple, standard	each	10000	POD General (BLUE)	12% discount off website price
stapler, standard, desktop	each	5	POD General (BLUE)	12% discount off website price
stethoscope, dual head	each	1	POD General (BLUE)	12% discount off website price
tab divider, alpha, A - Z	set	1	POD General (BLUE)	12% discount off website price
tab divider, numeric, 1 - 31	set	1	POD General (BLUE)	12% discount off website price
tape, clear, with dispenser	each	6	POD General (BLUE)	12% discount off website price
tape, duct	roll	2	POD General (BLUE)	12% discount off website price
tape, masking	roll	8	POD General (BLUE)	12% discount off website price
thermometer, oral, disposable	each	100	POD General (BLUE)	12% discount off website price
tongue depressor, adult	each	500	POD General (BLUE)	12% discount off website price
towel, paper	roll	30	POD General (BLUE)	12% discount off website price
twine, 1500'	roll	2	POD General (BLUE)	12% discount off website price
	each	10	POD General (BLUE)	12% discount off website price
vest, safety, one size fits all, blue				

Line Item Description	Unit	Units Per Kit	Kit Type	Price
vest, safety, one size fits all, orange	each	128	POD General (BLUE)	12% discount off website price
wheelchair	each	120	POD General (BLUE)	12% discount off website price
bag, biohazard, red	each	250	POD Vac (RED)	12% discount off website price
bandage, adhesive, 1" x 3"	each	32500	POD Vac (RED)	12% discount off website price
container, sharps, single use	gallon	36	POD Vac (RED)	12% discount off website price
hand sanitizer, 4oz.	bottle	24	POD Vac (RED)	12% discount off website price
paper, table, examination	roll	12	POD Vac (RED)	12% discount off website price
swab, alcohol, 70%	each	28000	POD Vac (RED)	12% discount off website price
bag, plastic, shopping, white, 12" x 7" x 22"	each	7000	POD Pharmacy (YELLOW)	12% discount off website price
dose mark label, (apply to dosing syringe)	each	1850	POD Pharmacy (YELLOW)	12% discount off website price
dosing syringe, oral, calibrated, 10ml	each	1850	POD Pharmacy (YELLOW)	12% discount off website price
drinking cup, disposable, 7 oz.	each	2400	POD Pharmacy (YELLOW)	12% discount off website price
stirring rod, glass	each	10	POD Pharmacy (YELLOW)	12% discount off website price
syringe, 60ml, sterile, disposable	each	30	POD Pharmacy (YELLOW)	12% discount off website price
bag, plastic, zipper seal, 10.5" x 11"	each	3000	Staging Area (GREEN)	12% discount off website price
binder clip, large, 2"	each	100	Staging Area (GREEN)	12% discount off website price
caution tape, 3" x 1000'	roll	1	Staging Area (GREEN)	12% discount off website price
caution tape, 3" x 1000'	roll	6	Staging Area (GREEN)	12% discount off website price
clip, binder, large, 2"	each	12	Staging Area (GREEN)	12% discount off website price
clipboard, standard size	each	48		12% discount off website price
		12	Staging Area (GREEN)	12% discount off website price
cutter, box	each		Staging Area (GREEN)	
easel pad, self stick	pack	2	Staging Area (GREEN)	12% discount off website price
envelope, expansion, open-end, 12" x 16" x 2"	each	100	Staging Area (GREEN)	12% discount off website price
extension cord, heavy duty, 50ft.	roll	2	Staging Area (GREEN)	12% discount off website price
highlighter, yellow	each	6	Staging Area (GREEN)	12% discount off website price
lanyard, hanging style, name badge holder kit	each	5000	Staging Area (GREEN)	12% discount off website price
marker, jumbo, black	each	1	Staging Area (GREEN)	12% discount off website price
marker, jumbo, blue	each	1	Staging Area (GREEN)	12% discount off website price
marker, jumbo, red	each	1	Staging Area (GREEN)	12% discount off website price
marker, standard, black	each	12	Staging Area (GREEN)	12% discount off website price
megaphone, battery powered, C type	each	1	Staging Area (GREEN)	12% discount off website price
note, posting, adhesive, 3" x 3"	pack	12	Staging Area (GREEN)	12% discount off website price
paper, printer, white, 8.5" x 11"	piece	5000	Staging Area (GREEN)	12% discount off website price
pen, ballpoint, black	each	240	Staging Area (GREEN)	12% discount off website price
poster board, yellow, 22" x 28"	each	25	Staging Area (GREEN)	12% discount off website price
power strip, 6 outlet, 6 ft.	each	3	Staging Area (GREEN)	12% discount off website price
scissors, 7" straight	each	2	Staging Area (GREEN)	12% discount off website price
staple, standard	each	10000	Staging Area (GREEN)	12% discount off website price
stapler, standard, desktop	each	5	Staging Area (GREEN)	12% discount off website price
tape, duct	roll	2	Staging Area (GREEN)	12% discount off website price
wristband, black and white	each	NA	Staging Area (GREEN)	12% discount off website price
wristband, blue	each	NA	Staging Area (GREEN)	12% discount off website price
wristband, green, (City will provide)	each	NA	Staging Area (GREEN)	12% discount off website price
wristband, orange	each	NA	Staging Area (GREEN)	12% discount off website price
wristband, pink	each	NA	Staging Area (GREEN)	12% discount off website price
wristband, purple	each	NA	Staging Area (GREEN)	12% discount off website price
wristband, red	each	NA	Staging Area (GREEN)	12% discount off website price
wristband, teal	each	NA	Staging Area (GREEN)	12% discount off website price
wristband, white	each	NA	Staging Area (GREEN)	12% discount off website price
wristband, yellow	each	NA NA	Staging Area (GREEN)	12% discount off website price
box, corrugated, 24" x 17" x 24.75"	each	576	RSS Center (ORANGE)	12% discount off website price
clipboard, standard size	each	24	RSS Center (ORANGE)	12% discount off website price
cutter, box	each	36	RSS Center (ORANGE)	12% discount off website price
easel pad, self stick	pack	4	RSS Center (ORANGE)	12% discount off website price
casei pau, seil such	Pack	1 4	NOS CEITEI (ONANGE)	1270 discount on website price

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



Dr. Suzet McKinney, Deputy Commissioner Chicago Department of Public Health DePaul Center 333 S State Street, Suite 200 Chicago, IL 60604

Dr McKinney,

Moore Medical LLC provides a very unique service for health preparedness medical emergency supplies and services for palletized kits, storage and delivery of pallets for training and simulation events and in the event of a real bioterrorism situation.

- Moore Medical is a unique full line distributor who provides products well beyond the typical medical distributor's access. These crossover lines include vaccines, Rx items, medical equipment and supplies along with lab and safety supplies.
- Moore Medical has the ability to stage, assemble and palletize these products.
- Moore Medical, due to its unique size (parent is Fortune 7), is able to supply product that have the longest expiration dates possible.
- Moore Medical, utilizing McKesson's network of distribution centers across the nation, is able to secure and deliver large quantities of product in a short time frame.
- Moore Medical has uniquely assembled the products so we can quickly exchange product that has expired without compromising the integrity of the pallets themselves.
- Moore Medical and its partners have refined a phone tree list, since the initial contract approval, that provides 24/7 access to themselves and the stored product.
- All members of this list reside in such close proximity to the storage facilities that in the event of a real bioterrorism situation, access to the products would take no longer than 45 minutes from notification.
- Moore Medical has exceeded expectations over the years when training exercises have been spontaneously
  put upon us.
- Moore Medical has bar coded all products from different City of Chicago departments which allows quick and accurate rollout when instructions are received.
- Moore Medical's distribution sites have been inspected and approved for cleanliness, climate control, security control, easy and quick access which exceeds all city of Chicago expectations.
- Moore Medical has access to a fleet of trucks that are available 24/7.
- Moore Medical provides an escalation chart for emergency situations.

Thank you,

Moore Medical LLC

Sanice Ligmanowski Vice President,

Customer Sales and Support

# mooremedical

Supporting Health & Care

Moore Medical Business

Numbers

800.358.2000 630.378.0700

800.234.1464 860.826.3600

# Moore Escalation Chart

# Cell 708.525.1234 708.903.1616 Work 860.826.3612 800.826.3600 Home 708.301.4252 708.301.4252

## City Of Chicago Numbers

## Primary Contact

**Christopher Shields** CDPH Asst Commissioner ○ Work: 312-747-9783

Cell: 312-296-2606

Richard Trojanek CDPH Logistics/ Delivery

O Work: 312-747-0080

Cell: 312-907-1504

Shirin Nakamal / CDPH billing / invoice

Work: 312-747-3361

## Central - Illinois

	Mike Swoboda
Cell	815.603.4580
Work	630.378.0700 x 6323
Home	815.439.1612

	Tony Brannen
Cell	815.545.4832
Work	800.826.3600 x 6710
Home	815.436.5060

# Eastern - Connecticut

	Chuck Valentino
Cell	860.550.2639
Work	800.826.3608
Home	203.502.1694

## Western

Cell 727.251.1162 Work 800.826.3600 x 6254 Home 727.251.1162
--

# ALG Warehouse

Name	Title	Office #	Cell #
Kendra Watkins	Operations Manager 708.544.9450 x 204	708.544.9450 x 204	630.235.6449
Cornell Neace	VP of Operations	708.544.9450 x 281	708.203.1612
Anthony Ferro	VP ,Expedite Division   630.350.7000	630.350.7000	312.617.2952
Eric Hezinger	Officer	630.350.7000	630.776.9133
John Rafferty	Officer	630.350.7000	847.337.9578

2014 August



Dr. Suzet McKinney, Deputy Commissioner Chicago Department of Public Health DePaul Center 333 South State Street, Suite 200 Chicago, IL 60604

The two Minority Vendors listed below have been approved by the City Compliance Department as replacements to our originally named contract Minority Vendors. The previous vendors either ceased operations and/or resigned from being an approved vendor for the City of Chicago. Moore Medical has been actively purchasing from both named vendors below.

MBE Name	MBE %	WBE name	WBE %
Taylor Made	9.00%	Advotek	4.50%

Both vendors have products that indirectly support the Moore Medical business unit. Moore Medical sources office products from Taylor Made and Advotek supports our IT technology purchases – infrastructure and telephony. If you have any questions, please do not hesitate to contact me.

Thank you,

Moore Medical LLC

Janice Ligmanowski

Vice President,

**Customer Sales and Support** 



## SCHEDULE D-1 Compliance Plan Regarding MBEWBE Utilization Affidavit of Prime Contractor

## FOR NON-CONSTRUCTION PROJECTS ONLY

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

Project	Ν	ame	He	ealth Preparedness Supplies
Specific	ca	tion	No	: 45594
In conn	ec ent	ction tative	wit	th the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized Moore Medical LLC
				(Name of Prime Consultant/Contractor)
and tha	at VB	i ha E go	ve als	personally reviewed the material and facts set forth herein describing our proposed plan to achieve the of this contract.
All MB Attache			Ξfi	irms included in this plan have been certified as such by the City of Chicago (Letters of Certification
I. Pri	m	e Co	ons	sultant/Contractor:
NO	T	M	BE	bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to erformance of this contract.
A.	(	Certif	fica	er/proposer is a certified MBE or WBE firm, attach copy of the City of Chicago Letter of ation. (Certification of the bidder/proposer as a MBE satisfies the MBE goal only. Certification of the proposer as a WBE satisfies the WBE goal only.)
В.	(	copie	es c	er/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE and its ownership interest in the joint venture.
C.	ī	мве	<b>/</b> W	BE Subcontractors/Suppliers/Consultants:
		1	۱.	Name of MBE/WBE:
				Address:
				Contact Person:
				Phone Number:
				Dollar Amount Participation; \$
				Percent Amount Participation %
				Schedule C-1 Attached? YES NO* *See Next Page
		2	2.	Name of MBE/WBE:
				Address:
				Contact Person:
				Phone Number:
				Dollar Amount Participation; \$

## Schedule D-1: Prime Contractor Affidavit-MBE/WBE

	Percent Amount Participation %
	Schedule C-1 Attached? YES NO*
3.	Name of MBE/WBE:
	Address:
	Contact Person:
	Phone Number:
	Dollar Amount Participation; \$
	Percent Amount Participation %
	Schedule C-1 Attached? YES NO*
4.	Name of MBE/WBE:
	Address:
	Contact Person:
	Phone Number:
	Dollar Amount Participation; \$
	Percent Amount Participation %
	Schedule C-1 Attached? YES NO*
5.	Attach Additional Sheets as Needed
*All Schedule assure receip date.)	C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to t by the Contract Administrator within three (3) business days after bid opening (or proposal due
II. Indirect P	articipation of MBE/WBE Firms
outlined i expected	his section need not be completed if the MBE/WBE goals have been met through the direct participation. Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under instances. Only after such a demonstration will indirect participation be considered.
MBE/WBE Sul performance of	ocontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such loes not directly relate to the performance of this contract:
1.	Name of MBE/WBE: Taylor Made Business Solutions LLC
	Address: 155 N. Wacker Drive 42nd Floor Chicago IL 60606
	Contact Person: Evonne W. Taylor
	Phone Number: 312-803-5635
	Dollar Amount Participation; \$

## Schedule D-1: Prime Contractor Affidavit-MBE/WBE

	Percent Amount Participation % 9.0%
	Schedule C-1 Attached? YES V NO* *See Below
2.	Name of MBE/WBE: Advotek, Inc.
	Address: 148 Ogden Avenue Downers Grove IL 60515
	Contact Person: Diana Conley
	Phone Number: 630-964-7762
	Dollar Amount Participation; \$
	Percent Amount Participation % 4.5%
	Schedule C-1 Attached? YES V NO*
3,	Name of MBE/WBE:
	Address:
	Contact Person:
	Phone Number:
	Dollar Amount Participation; \$
	Percent Amount Participation %
	Schedule C-1 Attached? YES NO*
4.	Name of MBE/WBE:
	Address:
	Contact Person:
	Phone Number:
	Dollar Amount Participation; \$
	Percent Amount Participation %
	Schedule C-1 Attached? YES NO*

5. Attach Additional Sheets as Needed

<sup>\*</sup>All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)

## Schedule D-1: Prime Contractor Affidavit-MBE/WBE

## III. Summary of MBE/WBE Proposal

## A. MBE Proposal (Direct & Indirect)

## 1. MBE <u>Direct</u> Participation

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

## 2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Taylor Made Business Solutions LLC	w	9.0%
Total Indirect MBE Participation		9.0%

## B. WBE Proposal (Direct & Indirect)

## 1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Tatal Discret WPC Destiningtion		
Total Direct WBE Participation		

## 2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Advotek, Inc.		4.5%
Total Indirect WBE Participation		4.5%

## Schedule D-1: Prime Contractor Affidavit-DBE

To the best of my knowledge, information and belief, the facts and representations contained in the aforementioned attached Schedules are true, and no material facts have been omitted.

860-826-3612

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

FOREGOING DOCUMENT ARE TRUE AND CORRECT CONTRACTOR TO MAKE THIS AFFIDAVIT.	, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME
Moore Medical LLC	
(Name of Prime Contractor – Print or Type)	State of: Illinois
(Signature)	County of:_Will
Janice Ligmanowski	et .
(Name/Title of Affiant – Print or Type)	
July 23, 2013	
(Date)	
On this 23rd day of July, 20 13 , the above signed	officer
	(NI E A EC 1)
	(Name of Aniant)
	lescribed in the foregoing Affidavit, acknowledged that (s)he
personally appeared and, known by me to be the person o	lescribed in the foregoing Affidavit, acknowledged that (s)he ne purposes therein contained.
personally appeared and, known by me to be the person of executed the same in the capacity stated therein and for the	lescribed in the foregoing Affidavit, acknowledged that (s)he ne purposes therein contained.

Janice Ligmanowski



## SCHEDULE C-1

FOR
NON-CONSTRUCTION
PROJECTS ONLY

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

Project Name: Health Prepareoness Supplies Specification	,
From: Taylor Made Business Solutions, LLC (Name of MBE/WBE Film)	
To: Moore Medical LLC	end the City of Chicago.
(Name of Prime Contractor)	of Hoystaria
The MBE or WBE status of the undersigned is confirmed by the attached City WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% or WBE "regular dealer."	participation is credited for the use of a 1955.
The undersigned is prepared to perform the following services in connection will space is required to fully describe the MBE or WBE proposed scope of work and description of the commercially useful function being performed. Attach addition	al sheets as necessary:
D Supply of office perpucts	AND OTHER AS
The above described performance is offered for the following price and describe	ed terms of payment:
SUB-SUBCONTRACTING LEVELS A zero (0) must be shown in each blank if the MBE or WBE will not be subcontraths schedule.  One was a subcontract that will be subcontract that will be subcontract that will be subcontract.	
7 % of the dollar value of the MBE or WBE subconfract that will be sub	
NOTICE: If any of the MBE or WBE scope of work will be subcontracted brief explanation, description and pay Item number of the wo credit will not be given for work subcontracted to Non-MBE/WB Special Conditions Regarding Minority Business Enterprise Con- Commitment	F contractors, except for as allowed in th
The undersigned will enter into a formal written agreement for the above work upon your execution of a contract with the City of Chicago, within three (3) bus from the City of Chicago.	owith you as a Prime Contractor, conditione iness days of your receipt of a signed contra
NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIG	NATURES. 7/22//3
EVOMNE TAYLOR	
ETAYLOL & TMBSLLC, COM -	312-803-5635
A S S	22
09/2012	Page 1 of 1



## SCHEDULE C-1

FOR ... NON-CONSTRUCTION PROJECTS ONLY

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

Project Name: Health Preparedness Supplies	Specification No.: 45594	141
From: Advotek, Incorporated		
(Name of MBE/WBE Firm)		
A COMPANY AND A STATE OF THE PROPERTY OF THE P	3	
To: Moore Medical LLC	and the	City of Chicago.
(Name of Prime Contractor)		1.88
The MBE or WBE status of the undersigned is confirmed by the WBE participation is credited for the use of a MBE or WBE "mar or WBE "regular dealer."	nufacturer." 60% participation is cre	dited for the use of a MBE
The undersigned is prepared to perform the following services in space is required to fully describe the MBE or WBE proposed so description of the commercially useful function being performed.  Advotek TNCoporated is RM	Attach additional sheets as neces	sary: of Computer
computer		
The above described performance is offered for the following pri	ice and described terms of paymer	ut.
Tricing who ten per project		Arra Grant Fr. d
	1.4	
	*	St. P.
SUB-SUBCONTRACTING LEVELS A zero (0) must be shown in each blank if the MBE or WBE will this schedule.	not be subcontracting any of the w	ork listed or attached to
% of the dollar value of the MBE or WBE subcontract	that will be subcontracted to non I	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 brief explanation, description and pay item num credit will not be given for work subcontracted to Special Conditions Regarding Minority Business I Commitment.	nber of the work that will be s Non-MBE/WBE contractors, exi	ubcontracted. MBE/WBE
The undersigned will enter into a formal written agreement for upon your execution of a contract with the City of Chicago, with from the City of Chicago.	the above work with you as a Pri in three (3) business days of your	ne Contractor, conditioned eceipt of a signed contract
(Signature of Prosiden Volveer/CEO or Authorized Agent) Lighter Wee;  (Namer Inte-Please Print)	original signatures.  Siz 639-96	33,3013 (base),3013 4-2765
(Ernail & Phono Rumber)		



## DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

OCT 0 4 2013

Janice Ligmanowski Moore Medical Supporting Health & Care 1690 New Britain Avenue Farmington, CT 06032

RE:

Minority and Women Business Enterprise (MBE/WBE)

**Compliance Plan Substitution Request** 

**Project Name:** 

Health Preparedness Supplies

Contract No.: Specification No.:

21929 45594

Dear Ms. Ligmanowski:

In response to your request to modify your MBE/WBE compliance plan by removing PasTec, Inc. and Magnetic Office Supplies and replacing them with Taylor Made Business Solutions and Advotek Inc. have been approved. This change will be made into the compliance monitoring system (C2) in order for you to report actual payments made to your MBE and WBE subcontractors.

If you have any questions or need further assistance regarding your MBE/WBE compliance plan, please contact Gwendolyn Dancy, Certification/Compliance Officer at 312-744-1932 or via gwendolyn.dancy@cityofchicago.org.

Sincerely,

lámie Rhee

Chief Procurement Officer

JLR /gd

## mooremedical

Supporting Health & Care

July 24, 2013

Jamie L. Rhee
Chief Procurement Officer
City of Chicago
Department of Procurement Services
121 North LaSalle Street, Room 806
Chicago IL 60602

Subject:

Certified MBE/WBE Partners

Description:

Health Preparedness Supplies

Specification No:

45594

Contract No:

21929

Dear Ms. Rhee:

In my letter dated May 7, 2013, I indicated that our named minority vendor partners on the above contract had ceased doing business. For clarification, the MBE vendor partner, Magnetic Office Supplies closed its doors and ceased operations back in September 2011. This was reported to your office in a letter dated September 26, 2011. A copy of that letter is attached.

The original WBE vendor partner, PasTec, Inc., opted not to renew their contract with the then Edwards Medical Supply, as of July 13, 2007. A copy of the letter of notification from PasTec, Inc. is attached.

Now, we are delighted to report that we have identified two city certified MBE/WBE partners for Contract No. 21929 - Health Preparedness Supplies:

(MBE) Taylor Made Business Solutions

(WBE) Advotek Inc.

Attached please find the corresponding Schedule D-1, Schedule C-1 and Annual Certificate(s).

If you have any questions, please contact me at (860) 826-3612.

Sincerely,

Janice Ligmanowski

Vice President, Customer Sales & Support

JL/cmh

Attachments

cc:

Lorel Blameuser, OEMC

Larry Washington Zaniab Adio-Saka Marie Roberts



September 26, 2011

Jamie L. Rhee Chief Procurement Officer City of Chicago City Hall Room 403 121 N LaSalle St Chicago IL 60602

RE:

Contract 21929 Contract 21930

MBE - Magnetic Office Supplies

Dear Ms Rhee,

I am sorry to report to you that on the two above contracts, our MBE participant Magnetic Office Supplies has ceased operations.

We are actively looking through the City's approved Certified MBE listing for a replacement to fulfill the contract(s) MBE requirements.

Respectfully,

Janice Ligmanowski

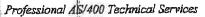
Senior Director, Customer Sales & Support

Moore Medical LLC 495 Woodcreek Drive Bolingbrook IL 60440

jligmanowski@mooremedical.com

860.826.3600 ext 6310

#### PAS-TEC, INC.





June 13, 2007

Edwards Medical Supply, Inc 495 Woodcreek Drive Bolingbrook, IL 60440

Dear Edwards:

Pas-Tec Inc has opied to not renew their contract with Edwards Medical Supply. Inc, after five years of service and support. It is in the best interest of Pas-Tec, Inc to move on land develop business relationships with other companies. The scheduled last day of service will be July 13, 2007. Pas-Tec Inc thanks you for your business and wishes your company well moving forward.

Sincerely,

Judy K. Reyes President





## SCHEDULE D-1 Compliance Plan Regarding MBEWBE Utilization Affidavit of Prime Contractor

FOR
NON-CONSTRUCTION
PROJECTS ONLY

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

Project	Na	me: He	ealth Preparedness Supplies
Specific	ati	on No	. 45594
In conne	ect nta	ion wit	h the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized Moore Medical LLC
			(Name of Prime Consultant/Contractor)
and tha	at I BE	have goals	personally reviewed the material and facts set forth herein describing our proposed plan to achieve the of this contract.
All MBI Attache			irms included in this plan have been certified as such by the City of Chicago (Letters of Certification
I. Pri	me	Cons	sultant/Contractor:
NO	TE	MBE	bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to erformance of this contract.
A.	C	ertifica	er/proposer is a certified MBE or WBE firm, attach copy of the City of Chicago Letter of ation. (Certification of the bidder/proposer as a MBE satisfies the MBE goal only. Certification of the proposer as a WBE satisfies the WBE goal only.)
В.	CC	opies c	er/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE and its ownership interest in the joint venture.
C.	М	BE/W	BE Subcontractors/Suppliers/Consultants:
		1.	Name of MBE/WBE:
			Address:
			Contact Person:
			Phone Number:
			Dollar Amount Participation; \$
			Percent Amount Participation %
			Schedule C-1 Attached? YES NO* *See Next Page
		2.	Name of MBE/WBE:
			Address:
			Contact Person:
			Phone Number:
			Dollar Amount Participation; \$

#### Schedule D-1: Prime Contractor Affidavit-MBE/WBE

	Percent Amount Participation %
	Schedule C-1 Attached? YES NO*
3.	Name of MBE/WBE:
	Address:
	Contact Person:
	Phone Number:
	Dollar Amount Participation; \$
	Percent Amount Participation %
	Schedule C-1 Attached? YES NO*
4.	Name of MBE/WBE:
	Address:
	Contact Person:
	Phone Number:
	Dollar Amount Participation; \$
	Percent Amount Participation %
	Schedule C-1 Attached? YES NO*
5.	Attach Additional Sheets as Needed
*All Schedule assure receip date.)	C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to by the Contract Administrator within three (3) business days after bid opening (or proposal due
II. Indirect F	Participation of MBE/WBE Firms
outlined	This section need not be completed if the MBE/WBE goals have been met through the direct participation in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under matances. Only after such a demonstration will indirect participation be considered.
MBE/WBE Su performance	bcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such does not directly relate to the performance of this contract:
1.	Name of MBE/WBE: Taylor Made Business Solutions LLC
	Address: 155 N. Wacker Drive 42nd Floor Chicago IL 60606
	Contact Person: Evonne W. Taylor
	Phone Number: 312-803-5635
	Dollar Amount Participation; \$
	Dollar Attroduct attropation, #

#### Schedule D-1: Prime Contractor Affidavit-MBE/WBE

	Percent Amount Participation % 9.0%
	Schedule C-1 Attached? YES V NO*
2.	Name of MBE/WBE: Advotek, Inc.
	Address: 148 Ogden Avenue Downers Grove IL 60515
	Contact Person: Diana Conley
	Phone Number: 630-964-7762
	Dollar Amount Participation; \$
	Percent Amount Participation % 4.5%
	Schedule C-1 Attached? YES VO*
	Name of MBE/WBE:
3.	
	Address:
	Contact Person:
	Phone Number:
	Dollar Amount Participation; \$
	Percent Amount Participation %
	Schedule C-1 Attached? YES NO*
4.	Name of MBE/WBE:
₹.	Address:
	Contact Person:
	Phone Number:
	Dollar Amount Participation; \$
	Percent Amount Participation %
	Schedule C-1 Attached? YES NO*

5. Attach Additional Sheets as Needed

<sup>\*</sup>All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)

#### Schedule D-1: Prime Contractor Affidavit-MBE/WBE

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

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

#### 1. MBE Direct Participation

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

#### 2. MBE <u>Indirect</u> Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amoun Participation (%
Taylor Made Business Solutions LLC		9.0%
Total Indirect MBE Participation		9.0%

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

#### 1. WBE Direct Participation

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

#### 2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Advotek, Inc.		4.5%
Total Indirect WBE Participation		4.5%

#### Schedule D-1: Prime Contractor Affidavit-DBE

To the best of my knowledge, information and belief, the facts and representations contained in the aforementioned attached Schedules are true, and no material facts have been omitted.

860-826-3612

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

(Name of Prime Contractor – Print or Type)  (Signature)  Janice Ligmanowski  (Name/Title of Affiant – Print or Type)  July 23, 2013	State of: Illinois  County of: Will		
Janice Ligmanowski (Name/Title of Affiant – Print or Type)	County of: Will		
Janice Ligmanowski (Name/Title of Affiant – Print or Type)			
(Name/Title of Affiant – Print or Type)	al .		
(Name/Title of Affiant – Print or Type)			
July 23, 2013			
(Date)			
On this 23rd day of July 20 13, the above signed o	ficer Janice Ligmanowsk		
		of Affiant)	
personally appeared and, known by me to be the person desexecuted the same in the capacity stated therein and for the			cknowledged that (s)he
IN WITNESS WHEREOF, I hereunto set my hand and seal.			
Cynthia Houchin (Notary Public Signature)		-	
			~~~~

Janice Ligmanowski



#### SCHEDULE C-1

FOR
NON-CONSTRUCTION
PROJECTS ONLY

1,5

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

Project Name: Health Preparedness Supplies	Specification No.: 45594
From: Taylor Made Business Solutions, LLC	8
(Name of MBE/WBE Firm)	
To: Moore Medical LLC	and the City of Chicago.
(Name-of Prime Contractor)	
The MBE or WBE status of the undersigned is confirmed WBE participation is credited for the use of a MBE or WBI or WBE "regular dealer."	by the attached City of Chicago Certification Letter, 100% MBE or E "manufecturer." 60% participation is credited for the use of a MBE
The undersigned is prepared to perform the following sen- space is required to fully describe the MBE or WBE propo description of the commercially useful function being perfe	rices in connection with the above named project/contract. If more used scope of work end/or payment schedule, including a promed. Attach additional sheets as necessary:
D Supply of office	e plopacts and other 15
The above described performance is offered for the follow	ving price and described terms of payment:
SUB-SUBCONTRACTING LEVELS A zero (0) must be shown in each blank if the MBE or WE this schedule.	BE will not be subcontracting any of the work listed or attached to
% of the dollar value of the MBE or WBE subc	ontract that will be subcontracted to non MBEWBE contractors.
% of the dollar value of the MBE or WBE subc	ontract that will be subcontracted to MBE or WBE contractors,
brief explanation, description and pay iter credit will not be given for work subcontract	rill be subcontracted, list the name of the vendor and attach a n number of the work that will be subcontracted. MBE/WBE ted to Non-MBE/WBE contractors, except for as allowed in the iness Enterprise Commitment and Women Business Enterprise
The undersigned will enter into a formal written agreeme upon your execution of a contract with the City of Chicago from the City of Chicago.	ent for the above work with you as a Prime Contractor, conditioned o, within three (3) business days of your receipt of a signed contrac
NOTICE: THIS SCHEDULE AND ATTACHMENTS REQ	7/22/13
ETAYLOL @ TMBSLLC	.com - 312-803-5635
Signature Signat	S
ANIMAN	Page 1 of 5



#### SCHEDULE C-1

FOR NON-CONSTRUCTION PROJECTS ONLY

A.F

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

Project Name: Health Preparedness Supplies	Specification No.: 45594
From: Advotek, Incorporated	
(Name of MBE/WBE Firm)	
To: Moore Medical LLC	and the City of Chicago.
(Name of Prime Contractor)	1.3-
The MBE or WBE status of the undersigned is confirmed by the WBE participation is credited for the use of a MBE or WBE "mar or WBE "regular dealer."	utacturer." 60% раписіраціон із степлео 101 и 19 чье от 2 мюс
The undersigned is prepared to perform the following services in space is required to fully describe the MBE or WBE proposed so description of the commercially useful function being performed.  A UNTEXTINCT OPPRATE A 15 AND COMMERCIAL STATES	Attach additional sheets as necessary.  Traditect Vendo Of Computer
_computer	
The above described performance is offered for the following pri	ce and described terms of payment:
Pricing Quoted per project	Net 30.
	the state of the s
A THE STATE OF THE	
SUB-SUBCONTRACTING LEVELS A zero (0) must be shown in each blank if the MBE or WBE will this schedule.	not be subcontracting any of the work listed or attached to
% 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.
andit will not be given for work subconfracted to	subcontracted, list the name of the vendor and attach a iber of the work that will be subcontracted. MBE/WBE Non-MBE/WBE contractors, except for as allowed in the Enterprise Commitment and Women Business Enterprise
The undersigned will enter into a formal written agreement for upon your execution of a contract with the City of Chicago, with from the City of Chicago.	the above work with you as a Prime Contractor, conditioned in three (3) business days of your receipt of a signed contract
NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE	ORIGINAL SIGNATURES.
(Signature of President/Owner/LEO or Authorized Agent LIMHE/WBE)	July 33 3013
DIANA COWRU	president
diena @ Advotek, &	12 639-964-7762





#### **DEPARTMENT OF PROCUREMENT SERVICES**

#### **CITY OF CHICAGO**

MAR 18 2014

Evonne Taylor Taylor Made Business Solutions, LLC. 155 N. Wacker Drive, Suite 4250 Chicago, IL 60606

Dear Ms. Taylor:

We are pleased to inform you that Taylor Made Business Solutions, LLC. has been certified as a Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") by the City of Chicago ("City"). This MBE/WBE certification is valid until 11/30/2016; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 11/30/2014 and 11/30/2015. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 11/30/2016. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 09/30/2016.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE/WBE** if you fail to:

• File your annual No-Change Affidavit within the required time period;

and

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

#### NAICS Code(s):

424120 - Office Supplies (Except Furniture, Machines) Merchant Wholesalers 424120 - Toner Cartridges Merchant Wholesalers

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** and **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Jamie L. Rhee Chief Procurement Officer

JLR/ha

#### **Vendor Information**



#### **Vendor Information**

**Business Name** 

**Taylor Made Business Solutions LLC** 

Owner

**Evonne Taylor** 

**Address** 

155 N. Wacker Dr.

**Suite 4250** 

> Map This Address

Chicago, IL 60606

Phone

312-803-5635

Fax

312-803-5639

**Émail** 

etaylor@TMBSLLC.com

Website

www.tmbsllc.com

#### **Certification Information**

**Certifying Agency** 

City of Chicago

**Certification Type** 

**WBE - Women Business Enterprise** 

**Certification Date** 

3/18/2014

Renewal/Anniversary Date

11/30/2014

**Expiration Date** 

11/30/2016

**Certified Business** 

Description

NAICS 424120 Office supplies (except furniture, machines)

merchant wholesalers

NAICS 424120 Toner cartridges merchant wholesalers

#### **Commodity Codes**

NAICS 424120

Office supplies (except furniture, machines) merchant wholesalers (More)

NAICS 424120

Toner cartridges merchant wholesalers (More)

**Customer Support** 

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### DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

MAY 07 2014

Ms. Diana Conley Advotek, Incorporated 148 Ogden Avenue Downers Grove, IL 60515

Dear Ms. Conley:

We are pleased to inform you that Advotek, Incorporated has been recertified as a Women Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 2/1/2018; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 2/1/2015, 2/1/2016, and 2/1/2017. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 2/1/2018. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 12/1/2017.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:



2 S. A. F

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

541519 – Other Computer Related Services

811212 - Computer and Office Machine Repair and Maintenance

Your firm's participation on City contracts will be credited only toward **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Women-Owned Business Enterprise (WBE) Program.

Sincerely

Jamie L. Rhee

Chief Procurement Officer

JLR/cm

#### **Vendor Information**



#### **Vendor Information**

**Business Name** 

Advotek, Incorporated, DBA NA

Owner

**Diana Conley** 

**Address** 

148 Ogden Avenue

> Map This Address

**Downers Grove, IL 60515-2322** 

**Phone** 

630-964-7762 Ext. 210

Fax

630-964-7858

**Email** 

diana@advotek,biz

Website

http://www.advotek.biz

#### **Certification Information**

**Certifying Agency** 

City of Chicago

**Certification Type** 

**WBE - Women Business Enterprise** 

Certification Date

5/7/2014

Renewal/Anniversary Date

2/1/2015

**Expiration Date** 

2/1/2018

**Certified Business** 

**Other Computer Related Services** 

Description

Computer and Office Machine Repair and Maintenance

#### **Commodity Codes**

NAICS 541519

Other Computer Related Services (More)

NAICS 811212

Computer and Office Machine Repair and Maintenance (More)

Customer Support

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Print This Page



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

_	ertificate holder in lieu of such endor	seme	nt(s)							
PRO	DUCER MARSH RISK & INSURANCE SERVICES	CONTACT NAME:								
	345 CALIFORNIA STREET, SUITE 1300	PHONE FAX (A/C, No, Ext): (A/C, No): E-MAIL								
	CALIFORNIA LICENSE NO. 0437153				E-MAIL ADDRESS:					
	SAN FRANCISCO, CA 94104 Atln; Lynn.Heimerle@marsh.com		INS	URER(S) AFFOR	DING COVERAGE		NAIC#			
000	53 -STND-GAWU-14-15				INSURE	RA: Golden Sta	ate Insurance Co I	_td		3191144
INSU	RED HOLESOON CORPORATION INCLUDING				INSURE	кв: Old Repub	lic Insurance Co			24147
	MCKESSON CORPORATION INCLUDING MOORE MEDICAL LLC					RC: N/A				N/A
	ONE POST STREET				INSURER D :					
	SAN FRANCISCO, CA 94104				INSURER E :					
					INSURE					
CO	VERAGES CER	TIFIC	CATE	NUMBER:		-002352467-11		REVISION NUMBER: 7		
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Α	GENERAL LIABILITY			064-1-80101-2014		07/01/2014	07/01/2015		\$	5,000,000
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	5,000,000
	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	10,000
	X CONTRACTUAL LIABILITY							PERSONAL & ADV INJURY	\$	5,000,000
								GENERAL AGGREGATE	\$	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			ľ				PRODUCTS - COMP/OP AGG	\$	5,000,000
	X POLICY PRO- JECT LOC							No are account to the control of the	\$	
В	AUTOMOBILE LIABILITY			MWTB 301926		07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	X ANY AUTO							BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS			SELF INSURED FOR				BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS			PHYSICAL DAMAGE				PROPERTY DAMAGE (Per accident)	\$	
								The state of the s	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								\$	
В	WORKERS COMPENSATION			MWC 30192500 (AOS)		07/01/2014	07/01/2015	X WC STATU- OTH-		
В	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	l		MWXS 301927		07/01/2014	07/01/2015	41	\$	1,000,000
	OFFICER/MEMBER EXCLUDED?	N/A		\$100K SIR FOR CT,NV,OH,WA				E.L, DISEASE - EA EMPLOYEE		1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								\$	1,000,000
								214 2102 (02 ) 0210 ( 21111 )	*	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	ttach /	ACORD 101, Additional Remarks S	Schedule,	if more space is	required)			
	CERTIFICATE HOLDER IS INCLUDED AS AN ADD									
	EXTENT ANY LIABILITY, LOSS OR DAMAGE IS CA									
	ORATION AND/OR ITS SUBSIDIARIES. GENERAL ATIONS OF THE NAMED INSURED AND WHERE I									
	E WILL BE GIVEN PER AGREEMENT FOR NOTIC				(OF 30B	ROGATION AFF	LIES IO INE EX	IENT UNDER WRITTEN CONTRA	O1, 00	DAT ADVANCE
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A)=							Y PROVISIONS.	_ 021	TAEVED IM	

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Levida & miner

121 NORTH LASALLE STREET CHICAGO, IL 60602

AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services

Linda J. Miner

AGENCY CUSTOMER ID: 00053

LOC #: San Francisco

MARSH RISK & INSURANCE SERVICES  MCKESSON CORPORATION INCLUDING MOORE MEDICAL LLC ONE POST STREET SAN FRANCISCO, CA 94104  RRIER  NAIC CODE  EFFECTIVE DATE:	ACORD"	<b>ADDITIONAL</b>	REMA	RKS SCHEDULE Page 2 of _
ARISER  NAIC CODE  EFFECTIVE DATE:    SAN FRANCISCO, CA 94104	GENCY MARSH RISK & INSURANCE	SERVICES		MCKESSON CORPORATION INCLUDING
DDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  IRM NUMBER:25 FORM TITLE: Certificate of Liability Insurance  THE GENERAL LIABILITY POLICY (084-1-80101-2014) PLACEMENTS WERE MADE BY MARSH MANAGEMENT SERVICES (BERMUDA) LTD. MARSH USA INC. HAS ONLY ACTED IN THE ROLE OF A  CONSULTANT TO THIS CLIENT WITH RESPECT TO THESE PLACEMENTS, WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.	OLICY NUMBER			ONE POST STREET
IS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  RM NUMBER: 25 FORM TITLE; Certificate of Liability Insurance  THE GENERAL LIABILITY POLICY (0841-80101-2014) PLACEMENTS WERE MADE BY MARSH MANAGEMENT SERVICES (BERMUDA) LTD. MARSH USA INC. HAS ONLY ACTED IN THE ROLE OF A  CONSULTANT TO THIS CLIENT WITH RESPECT TO THESE PLACEMENTS, WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.	ARRIER		NAIC CODE	EFFECTIVE DATE:
THE GENERAL LIABILITY POLICY (0841-80101-2014) PLACEMENTS WERE MADE BY MARSH MANAGEMENT SERVICES (BERMUDA) LTD. MARSH USA INC. HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THIS CLIENT WITH RESPECT TO THESE PLACEMENTS, WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.	DDITIONAL REMARKS			
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CONSULTANT TO THIS CLIENT WITH RESPECT TO THESE PLACEMENTS, WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.	ORM NUMBER: 25 FO	ORM TITLE: Certificate of Lia	bility Insura	nce
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	CONSULTANT TO THIS CLIENT WITH RE	SPECT TO THESE PLACEMENTS, WHICH	ARE INDICATED I	HERE FOR YOUR CONVENIENCE.



#### CERTIFICATE OF FILING FOR

#### CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 59410

Certificate Printed on: 08/25/2014

Disclosing Party: Moore Medical LLC

Filed by: Janice Ligmanowski

Matter: 21929

Applicant: Moore Medical LLC

Specification #: 45594 Contract #: 21929 Date of This Filing:08/25/2014 04:07 PM Original Filing Date:08/25/2014 04:07 PM

Title: Vice President, Customer Sales &

Support

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps1.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT Related to Contract/Amendment/Solicitation EDS # 59410

#### **SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS:

Moore Medical LLC

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1690 New Britian Avenue Farmington, CT 06032 United States

C. Telephone:

860-826-3600

Fax:

Email:

jligmanowski@mooremedical.com

D. Name of contact person:

Janice Ligmanowski

E. Federal Employer Identification No. (if you have one):

20-2046702

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

21929

Which City agency or department is requesting this EDS?

DEPT OF PROCUREMENT SERVICES

**Specification Number** 

45594

Contract (PO) Number

21929

**Revision Number** 

Release Number

User Department Project Number

#### **SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Limited liability company

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

Delaware

Registered to do business in the State of Illinois as a foreign entity?

Yes

#### B. DISCLOSING PARTY IS A LEGAL ENTITY:

#### 1.a.2 Does the Disclosing Party have any officers?

Yes

1.a.4 List below the full names and titles of all executive officers of the entity.

Officer: Stanton J. McComb

Title: President Role: Officer

Officer: Todd E. Baldanzi
Title: Vice President

Role: Officer

Officer: Willie C. Bogan

Title: Vice President and Secretary

Role: Officer

.....

Officer: Nicholas A. Loiacono

Title: Vice President and Treasurer

Role: Officer

Officer: Anne J. Shuford

Title: Assistant Secretary

Role: Officer

Officer: James M. Humphrey

Title: Assistant Secretary

Role: Officer

.....

Officer: Karen M. Pineda

Title: Assistant Secretary

Role: Officer

Officer: Marcela G. McCarthy

Title: Assistant Secretary

Role: Officer

Officer: Matthew E. Zayat

Title: Assistant Secretary

Role: Officer

Officer: Melissa Wu Title: Assistant Secretary Role: Officer Officer: Michael L. McCourt Title: Assistant Secretary Role: Officer Officer: Paul A. Smith Title: Assistant Secretary Officer ...... William E. Wagstaff, Jr Officer: Title:

Assistant Secretary

Role: Officer

Officer: McKesson Medical-Surgical Inc

Title: Member Role: Officer

#### **B. CERTIFICATION REGARDING Controlling Interest**

1.b.1 Are there any individuals who control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

Yes

1.b.2 List all general partners, managing members, managers, and any others who control the day-to-day management of the Disclosing Party. Don't include any legal entities in this answer- these will be named later:

Name: Stanton J. McComb

Title: President

...... Todd E. Baldanzi Name:

Vice President

Name: Willie C. Bogan

Title: Vice President and Secretary

Name: Nicholas A. Loiacono

Vice President and Treasurer Title: Anne J. Shuford Name: Assistant Secretary Name: James M. Humphrey Title: Assistant Secretary ...... Karen M. Pineda Name: Title: Assistant Secretary Name: Marcela G. McCarthy Assistant Secretary Name: Matthew E. Zayat Assistant Secretary Title: ...... Name: Melissa Wu Assistant Secretary Name: Michael L. McCourt Title: Assistant Secretary Name: Paul A. Smith Title: Assistant Secretary William E. Wagstaff Jr Title: Assistant Secretary

1.b.3 Are there any legal entities that control the day-to-day management of the Disclosing Party as a general partner, managing member, manager, or other capacity?

Yes

1.b.4 List all legal entities that function as general partners, managing members, managers, and any others who control the day-to-day management of the Disclosing Party. Each legal entity listed below must submit an EDS on its own behalf.

Name: McKesson Medical-Surgical Inc.

Title:

Business Address: 8741 Landmark Road

Richmond, 23228 United States

Name: McKesson Medical-Surgical Holdings Inc.

Title:

Business Address: 8741 Landmark Road

Richmond, 23228 United States

Name: McKesson Corporation

Title:

Business Address: One Post Street

San Francisco, 94104 United States

#### 2. Ownership Information

Please provide ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited lability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

• McKesson Medical-Surgical Holdings Inc - 100%

o McKesson Medical-Surgical Inc. - 100%

- McKesson Corporation - 100%

#### Owner Details

Name Address

McKesson Corporation One Post Street

San Francisco, CA 94104

United States

McKesson 8741 Landmark Road Medical-Surgical Richmond, VA 23228

Holdings Inc

United States

McKesson 8741 Landmark Road

Medical-Surgical

Richmond, VA 23228

Inc.

United States

### SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in <u>Chapter 2-156</u> of the <u>Municipal Code</u>, with any City elected official in the 12 months before the date this EDS is signed?

No

### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name: Advotek

Anticipated/ Anticipated

Retained:

Business Address: 148 Ogden Ave

Downers Grove, IL 60515 United States

Relationship: Subcontractor - MWDBE

Fees 4.5%

(\$\$ or %):

Estimated/Paid: Estimated

Name: Taylor Made Business Solutions LLC

Anticipated/ Retained:

Business Address: 155 N Wacker Dr

42nd floor

Chicago, IL 60606 United States

Relationship:

Subcontractor - MWDBE

Fees

98

(\$\$ or %):

Estimated/Paid: Estimated

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

#### **SECTION V -- CERTIFICATIONS**

#### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under <u>Municipal Code Section 2-92-415</u>, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

#### **B. FURTHER CERTIFICATIONS**

- 1. Pursuant to <u>Municipal Code Chapter 1-23</u>, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:
  - i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and

ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

- 2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
  - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V:
  - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
  - e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

- 3. Neither the Disclosing Party, nor any <u>Contractor</u>, nor any <u>Affiliated Entity</u> of either the Disclosing Party or any <u>Contractor</u> nor any <u>Agents</u> have, during the five years before the date this EDS is signed, or, with respect to a <u>Contractor</u>, an <u>Affiliated Entity</u>, or an <u>Affiliated Entity</u> of a <u>Contractor</u> during the five years before the date of such <u>Contractor's</u> or <u>Affiliated Entity's</u> contract or engagement in connection with the Matter:
  - a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois,

- or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of <u>Municipal Code Section 2-92-610 (Living Wage Ordinance)</u>.
- I certify the above to be true
- 4. Neither the Disclosing Party, <u>Affiliated Entity</u> or <u>Contractor</u>, or any of their employees, officials, <u>agents</u> or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of
  - bid-rigging in violation of <u>720 ILCS 5/33E-3</u>;
  - bid-rotating in violation of <u>720 ILCS 5/33E-4</u>; or
  - any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
- I certify the above to be true
- 5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
- I certify the above to be true
- 6. The Disclosing Party understands and shall comply with the applicable requirements of <u>Chapters 2-55</u> (<u>Legislative Inspector General</u>), <u>Chapter 2-56</u> (<u>Inspector General</u>) and <u>Chapter 2-156</u> (<u>Governmental Ethics</u>) of the Municipal Code.
- I certify the above to be true
- 7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient.

None

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in <u>Section 2-32-455(b) of the Municipal Code</u>, the Disclosing Party

is not a "financial institution"

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in <u>Chapter 2-156 of the Municipal Code</u> have the same meanings when used in this Part D.

1. In accordance with <u>Section 2-156-110 of the Municipal Code</u>: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

### SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

### SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS

- and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of <a href="Chapter 1-23">Chapter 1-23</a> of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by <a href="Chapter 1-23">Chapter 1-23</a> and <a href="Section 2-154-020">Section 2-154-020</a> of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its <u>Affiliated Entities</u> delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its <u>Affiliated Entities</u> will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal <u>Excluded Parties List System ("EPLS")</u> maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

### FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

#### **ADDITIONAL INFO**

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

MCK HOLDING LNSCP

#### **CERTIFICATION**

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

/s/ 12/18/2014
Janice Ligmanowski
Vice President, Customer Sales & Support
Moore Medical LLC

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.



# CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT Related to Contract/Amendment/Solicitation EDS # 61716

#### **SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS:

McKesson Medical-Surgical Inc.

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

a legal entity holding a direct or indirect interest in the Applicant

The Disclosing Party holds an interest in

Moore Medical LLC and EDS is 59410

B. Business address of the Disclosing Party:

8741 Landmark Road Richmond, VA 23228 United States

C. Telephone:

860-826-3612

Fax:

Email:

Janice.Ligmanowski@mooremedical.com

D. Name of contact person:

Janice Ligmanowski

E. Federal Employer Identification No. (if you have one):

94-2640465

#### SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

#### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Publicly registered business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

Delaware

Registered to do business in the State of Illinois as a foreign entity?

Yes

- B. DISCLOSING PARTY IS A LEGAL ENTITY:
- 1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Mr. Staton J McComb

Title:

Director and President

Role:

Both

Officer/Director: Mr. Todd E Baldanzi

Title:

Director and Vice President

Role:

Both

Officer/Director: Mr. Willie C Bogan

Title: Director and Vice President and Secretary

Role: Both

Officer/Director: Mr. Nicholas A Loiacono

Title: Vice President and Treasurer

Role: Officer

Officer/Director: Ms. Anne J Shuford
Title: Assistant Secretary

Role: Officer

Officer/Director: Mr. James M Humphrey

Title: Assistant Secretary

Role: Officer

Officer/Director: Ms. Karen M Pineda

Title: Assistant Secretary

Role: Officer

Officer/Director: Ms. Marcela G McCarthy

Title: Assistant Secretary

Role: Officer

.....

Officer/Director: Mr. Matthew E Zayat

Title: Assistant Secretary

Role: Officer

Officer/Director: Ms. Melissa Wu

Title: Assistant Secretary

Role: Officer

.....

Officer/Director: Mr. Michael L McCourt

Title: Assistant Secretary

Role: Officer

Officer/Director: Mr. Paul A Smith

Title: Assistant Secretary

Role: Officer

Officer/Director: Mr. William E Wagstaff Jr

Title: Assistant Secretary

#### 2. Ownership Information

Please confirm ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party (your entity). Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited lability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

As reported by the Disclosing Party, the immediate owner(s) of the Disclosing Party is/are listed below:

• McKesson Corporation - 100%

#### **Owner Details**

Name

Address

McKesson Corporation One Post Street

One Post Street

San Francisco, CA 94104

United States

### SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in <u>Chapter 2-156</u> of the <u>Municipal Code</u>, with any City elected official in the 12 months before the date this EDS is signed?

No

#### **SECTION V -- CERTIFICATIONS**

#### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under <u>Municipal Code Section 2-92-415</u>, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

#### **B. FURTHER CERTIFICATIONS**

- 1. Pursuant to <u>Municipal Code Chapter 1-23</u>, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:
  - i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
  - ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

- 2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
  - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
  - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

- 3. Neither the Disclosing Party, nor any <u>Contractor</u>, nor any <u>Affiliated Entity</u> of either the Disclosing Party or any <u>Contractor</u> nor any <u>Agents</u> have, during the five years before the date this EDS is signed, or, with respect to a <u>Contractor</u>, an <u>Affiliated Entity</u>, or an <u>Affiliated Entity</u> of a <u>Contractor</u> during the five years before the date of such <u>Contractor's</u> or <u>Affiliated Entity's</u> contract or engagement in connection with the Matter:
  - a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
  - d. violated the provisions of <u>Municipal Code Section 2-92-610 (Living Wage Ordinance)</u>.

I certify the above to be true

- 4. Neither the Disclosing Party, <u>Affiliated Entity</u> or <u>Contractor</u>, or any of their employees, officials, <u>agents</u> or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of
  - bid-rigging in violation of 720 ILCS 5/33E-3;
  - bid-rotating in violation of 720 ILCS 5/33E-4; or
  - any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any <u>Affiliated Entity</u> is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the <u>Specially Designated Nationals</u>

<u>List</u>, the <u>Denied Persons List</u>, the <u>Unverified List</u>, the <u>Entity List</u> and the <u>Debarred</u> <u>List</u>.

- I certify the above to be true
- 6. The Disclosing Party understands and shall comply with the applicable requirements of <u>Chapters 2-55</u> (<u>Legislative Inspector General</u>), <u>Chapter 2-56</u> (<u>Inspector General</u>) and <u>Chapter 2-156</u> (<u>Governmental Ethics</u>) of the Municipal Code.
- I certify the above to be true
- 7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient.

None

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in <u>Section 2-32-455(b) of the Municipal Code</u>, the Disclosing Party

is not a "financial institution"

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding

records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

### SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, <u>Chapters 2-156</u> and <u>2-164</u> of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at <u>www.cityofchicago.org/city/en/depts/ethics.html</u>, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By

- completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of <a href="Chapter 1-23">Chapter 1-23</a> of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by <a href="Chapter 1-23">Chapter 1-23</a> and <a href="Section 2-154-020">Section 2-154-020</a> of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its <u>Affiliated Entities</u> delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

### FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

#### **ADDITIONAL INFO**

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of attachments uploaded by vendor

None.

#### **CERTIFICATION**

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

/s/ 12/23/2014 Lisa Hunt Contract Manager McKesson Medical-Surgical Inc.

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.