

REQUEST FOR PROPOSAL (“RFP”)

FOR

COMPREHENSIVE MEDICAL/PHYSICAL EXAMS AND DRUG TESTING/LAB SERVICES

Specification No. 399910

Required for use by:

**CITY OF CHICAGO
DEPARTMENT OF HUMAN RESOURCES
CHICAGO POLICE DEPARTMENT
CHICAGO FIRE DEPARTMENT**



This RFP distributed by:

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

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

Shannon E. Andrews, Chief Procurement Officer
Attention: Milton E. Leblanc, Senior Procurement Specialist
Milton.leblanc@cityofchicago.org

312-744-7971

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

A Pre-Proposal Conference will be held on **August 24, 2018** at 1:00 p.m., Central Time, at Department of Procurement Services, 121 N. LaSalle Street City Hall, Room 1103, Chicago, Illinois 60602.

Attendance is Non-Mandatory but encouraged.

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 p.m., CENTRAL TIME, ON
September 24, 2018**

**RAHM EMANUEL
MAYOR**

**SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER**



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Dear Vendor:

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

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

The Mentor-Protégé Program thus embodies two of the City's most important goals: fostering economic development through the growth of small businesses, and connecting our communities to one another through lasting relationships that may not otherwise have formed. We encourage you to make connections at pre-bids and other networking events, contact the assist agencies¹ for vendors specializing in the area of work you are looking to subcontract, and search our MBE/WBE directory online, with the hope that you will take advantage of this Program. For more information and a sample mentor-protégé agreement, see www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/DPSPolicyMentorProtege102914.pdf.

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

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

If you have a question, ask us. The telephone number and e-mail address of the individual from DPS

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

who is responsible for each solicitation is stated on the cover page of that solicitation. Call or write us – we are here to assist you. However, please keep in mind that in regards to bid solicitations, we must communicate answers to anything but the most general questions to all firms in the vendor pool. This is usually done via an addendum.

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

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

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

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

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

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

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

Comply with prevailing wage and minimum wage requirements. Pursuant to the Illinois Prevailing Wage Act, (or Davis Bacon Act for federally funded contracts), contractors and subcontractors must pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed and, no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project. Additionally, pursuant to Mayoral Executive Order 2014-1, the minimum wage* must be paid to all employees regularly performing work on City property or at a City jobsite, and all employees whose

regular work entails performing a service for the City under a City contract. For more information about the prevailing wage, visit www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. For a copy of Mayoral Executive Order 2014-1 regarding minimum wage, visit www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/ExecutiveOrderNo2014-1.pdf.

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

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

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

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

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

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

Sincerely,



Jamie L. Rhee
Chief/Procurement Officer

*For the most up-to-date wage rate information, visit www.cityofchicago.org/city/en/depts/dps/provdrs/comp.html.

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

Vendor Name ("Vendor"): _____

Date: _____

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

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

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

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

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

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

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

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

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

- a. White _____%
- b. Black or African-American _____%
- c. Hispanic _____%
- d. Asian _____%
- e. Other _____%

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

- a. Male _____%
- b. Female _____%

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SCHEDULE OF EXHIBITS

- Exhibit 1: Scope of Services
- Exhibit 2: Company Profile Information
- Exhibit 3: Company References/Client Profile Information
- Exhibit 4: Compensation Schedule
- Exhibit 5: Special Conditions Regarding Minority and Women Owned Business Enterprise (M/WBE) Commitment, including:
 - 1. Attachment A: Assist Agencies
 - 2. Attachment B: Sample Letter to Assist Agencies
 - 3. Schedule B: Affidavit of Joint Venture (M/WBE)
 - 4. Schedule C-1: Letter of Intent from M/WBE to Perform as Subcontractor, Supplier and/or Contractor
 - 5. Schedule D-1: Affidavit of M/WBE Goal Implementation Plan
- Exhibit 6: Online City of Chicago Economic Disclosure Statement and Affidavit (EDS) Instructions and Attachment A, Online EDS Acknowledgement
- Exhibit 7: Contract Insurance Requirements and Insurance Certificate
- Exhibit 8: Local and Other Preferences: Adjustments to the Compensation Schedule and Affidavits
- Exhibit 9: Data Protection Requirements for Contractors, Vendors and Third Parties
- Exhibit: 10: City of Chicago Travel Policy
- Exhibit 11: Daily Pick-Up Locations
- Exhibit 12: DHR Titles Requiring Pre-Employment Exams
- Exhibit 13: City of Chicago Sample Professional Services Agreement (pdf)
- Exhibit 14: Sexual Harassment Policy Affidavit

REQUEST FOR PROPOSAL (“RFP”)

For

COMPREHENSIVE MEDICAL/PHYSICAL EXAMS AND DRUG TESTING/LAB SERVICES

Specification 399910

1. GENERAL INVITATION

1.1 Purpose of the Request for Proposal

The City of Chicago (“City”) acting through its Department of Human Resources (DHR), Chicago Police Department (CPD) and Chicago Fire Department (CFD) invites the submission of proposals from firms with expertise and experience in providing Comprehensive Medical/Physical Examinations and Drug Testing/Lab Services under this RFP.

The services required under this Request for Proposals include:

- A. Drug and Alcohol Screening
- B. Comprehensive Medical/Physical Examinations
- C. Expert Witness Testimony
- D. Additional Requirements

The services required are similar in nature for the various City departments, but tests, testing levels and reporting procedures vary by department.

The selected Respondent (hereinafter “Contractor”) awarded a contract under this RFP shall perform all applicable duties as outlined in the Scope of Services, Exhibit 1 of this RFP.

The Contractor will propose a breakdown of pricing for all testing and services that may be required by the City of Chicago. Companies with demonstrated experience in this area, and with an interest in making their services available to the City of Chicago, are invited to respond to this RFP.

The work contemplated is professional in nature. It is understood that the Contractor acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and the City of Chicago for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Contractor under a contract awarded pursuant to this RFP are confidential in nature and will not be made available to any individual or organization, except the City without the prior written approval from the City. The Contractor shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-contractors of any tier shall be competent to perform the services required under this RFP document.

1.2 Internet Access to this RFP

All materials related to the RFP will be available on the internet at:
www.cityofchicago.org/bids.

In the event you do not have download capability, all materials may be obtained from the City of Chicago Department of Procurement Services' Bid & Bond Room, Room 103, City Hall, at 121 N. LaSalle Street, Chicago, IL 60602.

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

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

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

2. DEFINITIONS

"After Hours" refers to regular workdays between 05:00 pm and 08:00 am, Saturdays, Sundays and Holidays.

"Addendum" is an official revision of the RFP Documents issued by the Chief Procurement Officer prior to Proposal Due Date.

"Agreement" means the City of Chicago's Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms, as attached in this RFP in Exhibit 13.

"BAT" means Breath Alcohol Technician

"Business Day" means work days Monday through Friday, excluding legal holidays

"Calendar Day" means all calendar days in accordance with the world-wide accepted calendar.

"CAP" means Certified Authorization Professional

"CDL" means Commercial Drivers' License

"CFD" refers to the Chicago Fire Department

"CFR" means Code of Federal Regulations

"Chief Procurement Officer" abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"City" means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

"City Department" refers to the City's various participating Departments

"Commissioner" means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

"Contact Person" means the Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise in connection with Contractor's performance under the Contract.

"Contract" means, upon notice of award from the CPO, the contract consisting of all RFP Documents relating to a specific invitation for RFPs or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

"Contractor" means the Selected Respondent (person, firm, or entity) that is awarded the Contract by the City. Any references to the Bidder or Proposer in the Contract Documents are understood to apply to the Contractor.

"CPD" refers to the Chicago Police Department

"DEA" refers to the Drug Enforcement Administration

"Detailed Specifications" refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

"DHR" refers to the City of Chicago's Department of Human Resources

"DOT" refers to the U.S. Department of Transportation

"DPS" refers to the City of Chicago Department of Procurement Services.

"EBT" means Evidential Breath Testing

"EIA" means Enzyme Immunoassay Test

"EMIT" means Enzyme Multiplied Immunoassay Technique

"GCMS" means Gas Chromatography Mass Spectrum Test

"HHS" refers to U.S. Department of Health and Human Services

"Holidays" refers to New Year's Day (January 1, of each year), Memorial Day (last Monday of May each year), Independence Day (July 4th, of each year), Labor Day (first Monday of September each year) Thanksgiving and Christmas (December 25, of each year)

"Instant Drug Screening" refers to drug screening/testing that provides immediate results

"MCC" is the abbreviation for the Municipal Code of Chicago

"MRO" means Medical Review Officer

"NFPA" refers to Standard for Comprehensive Occupational Medical Program for Fire Departments

"NLCP" refers to National Laboratory Certification Program

"OSHA" refers to Occupational Safety Health Administration

"Party" or collectively "Parties" refers to the entities that have entered into this Contract including the Contractor and the City.

"Positive Findings" refers to testing results at or above City Department supplied levels

"Pre-Placement Examination" means an exam conducted after a contingent offer has been made but prior to the start of employment to determine medical suitability for employment

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

"Regular Business Hours" refers to Monday through Friday, other than the Saturday, Sunday and contract designated Holidays between 08:00 am and 05:00 pm

"Respiratory Certification" refers to written recommendation by physician or other licensed health care professional regarding an employee's ability to use a respirator pursuant to Occupational Safety & Health Administration regulation 29 CFR 1910.134.

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

"RFP Documents" means all the documents issued by the Chief Procurement Officer or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for RFPs or proposals. Except for such RFP Documents as are posted on the City's website and incorporated by reference, all RFP Documents must be submitted by a Respondent no later than the Proposal Due Date.

"SAMHSA" refers to Substance Abuse and Mental Health Services Administration

"Services" refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications as outlined in Exhibit 1, Scope of Services that Contractor provides in performance of its obligations under this Contract.

"Specification" means the RFP Documents, including but not limited to the Detailed Specifications.

“**Specimen**” refers to a sample used for medical testing

"**Subcontractor**" means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

3. BACKGROUND

3.1 Project Background

The City of Chicago requires Medical/Physical Examinations and Drug Testing/Lab Services for candidates for employment and employees in specific categories and occupations. Such medical exams and related procedures are conducted by Certified and or licensed health professionals to insure the veracity of those tests.

The tests required are: pre-employment, random, reasonable suspicion, post-accident, return-to-duty, fitness-for-duty, and follow-up. CPD requires testing for specialized unit assignment, promotions and extra-departmental training. Additionally, CPD conducts pre-employment drug screens on candidates for the position of sworn probationary police officer and various non-sworn positions.

Testing is done as outlined by City policy and/or under regulations of the U.S. Coast Guard, an agency of the U.S. Department of Homeland Security (DHS), and the Federal Motor Carrier Safety Administration (FMCSA), an agency of the U.S. Department of Transportation (DOT). These agencies are referred to collectively as DOT for convenience.

4. SCOPE OF SERVICES

4.1 Description of Services

The Contractor will provide the City with Comprehensive Medical/Physical Examinations and Drug Testing/Lab Services consisting of the generalized categories and descriptions that will include, but are not limited to, the itemized descriptions in the Scope of Services.

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

4.2 Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a base contract period of five (5) years. In addition, the City may elect to extend the contract for an additional five (1) year extension options, to provide for ongoing services.

5. GENERAL INFORMATION AND GUIDELINES

5.1 Communications between the City of Chicago and Respondents

A. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, sent by email to Milton.leblanc@cityofchicago.org, and directed to the attention of Milton E. Leblanc, Department of Procurement Services, Room 806 City Hall and must be received no later than 4:00 p.m. Central Time, September 7, 2018. Respondents are encouraged, but not required, to submit questions 1 week prior to the scheduled Pre-Proposal Conference.

The subject line of the e-mail must clearly indicate that the contents are "Questions and Request for Clarification" about the RFP and are "Not a Proposal" and must refer to "Request for Proposal ("RFP") for Comprehensive Medical/Physical Exams and Drug Testing/Lab Services" Specification No. 399910." Telephone calls will not be accepted unless the questions are general in nature.

B. Pre-Proposal Conference

The City will hold a Pre-Proposal Conference in the Department of Procurement Services, City Hall, 121 N. LaSalle Street, Room 1103, Chicago, Illinois at 1:00 pm, **Central Time on August 24, 2018.** All parties interested in responding to this RFP are urged to attend in person. The City requests that all parties planning on attending the Pre-Proposal Conference notify Milton E. Leblanc, Senior Procurement Specialist prior to the Pre-Proposal Conference. The e-mail communication shall include the names, titles, email address and phone number of each attendee.

The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions posed on the day of the conference and to questions submitted prior to the deadline for receipt of questions per Section 5.1.A. Anything stated at this Pre-Proposal Conference is not intended to change the solicitation document. Any changes will be in writing in the form of an addendum issued by the Department of Procurement Services.

5.2 Deadline and Procedures for Submitting Proposals

A. To be assured of consideration, Proposals must be received by the City of Chicago in the City's Bid & Bond Room (Room 103, City Hall) no later than 4:00 p.m. **Central Time on September 24, 2018.** The Bid & Bond Room can be reached at telephone number 312-744-9773.

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

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

- C. Proposals must be delivered to the following address:

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

- D. Respondent must submit 1 hardcopy of the original, 8 electronic copies and one (1) redacted copy of the Proposal in searchable pdf format on USB drives or CD-ROMs. The original documents must be clearly marked as "ORIGINAL" and must bear the original signature of an authorized officer on all documents requiring a signature. Electronic copies of the proposal must be exact duplicates of the original document. Respondent must enclose all materials in sealed envelopes or boxes.

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

Proposal Enclosed
Request for Proposals (RFP) for Comprehensive Medical/Physical Exams
and Drug Testing/Lab Services
Specification No. 399910
Due: 4:00 p.m., September 24, 2018
Submitted by: (Name of Respondent)
Package ____ of ____

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

5.3 RFP Information Resources

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

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

5.4 Procurement Timetable

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

| Key Activity | Target Date |
|---------------------------------------|-------------|
| City Issues RFP | 8/13/2018 |
| Non-Mandatory Pre-Proposal Conference | 8/24/2018 |
| Pre-Proposal Questions Due | 9/7/2018 |
| Proposals Due | 9/24/2018 |

5.5 Transparency Website; Trade Secrets

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

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

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

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

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

6. PREPARING PROPOSALS: REQUIRED INFORMATION

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

6.1. Format of Proposals

Proposals must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for RFPs, proposals, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Submit 1 hardcopy of the original and 8 electronic copies of the Proposal in searchable pdf format on USB drives or CD-ROMs. In addition, submit 1 USB or CD-ROM with a redacted copy of the Proposal in .pdf format for posting on the City's website as described in Section 5.5C.

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth in Section 6.2. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized. (e.g., Respondent is strongly discouraged from including marketing or promotional materials not related specifically to the focus of this RFP.)

6.2 Required Content of the Proposal

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP will be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. While the City recognizes that Respondents provide costs in varying formats, compliance with the enclosed costing structure in Exhibit 4 is required to facilitate equitable comparisons.

The detailed Proposal evaluated by the City must include a response to all requirements in this RFP. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the City, your Proposal and related submittals may become part of the contract.

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

A. Cover Letter

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

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

- (ii) Identify the legal name of the entity, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary of State.
- (iii) Indicate the name and telephone number(s) of the principal contact for this proposal, site visits, product/system demonstration, oral presentation or negotiations.
- (iv) Include a statement of any objections or comments regarding the City of Chicago Sample Professional Services Agreement (PSA) referenced as Exhibit 13 in this RFP.
- (v) Acknowledge receipt of Addendum, if any, issued by the City.

B. Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's plan for providing Comprehensive Medical/Physical Exams and Drug Testing/Lab Services for the City; as well as any additional factors for the City's consideration.

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

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

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

1. Company Profile Information (See Form in Exhibit 2).

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

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

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

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

- (a) Schedule B as shown in Exhibit 5, if joint venture or partnership includes City of Chicago or Cook County certified MBE/WBE firms(s), as applicable.
- (b) Separate Economic Disclosure Statement and Affidavit ("EDS") completed by each partner and one in the name of the joint venture or partnership as shown in Exhibit 6.
- (c) Insurance certificate in the name of the joint venture or partner business entity.

2. Company References/Client Profile Information (See Form in Exhibit 3)

Respondent must provide at least (3) three client references for the Services substantially similar to the Scope of Services in Exhibit 1 of this RFP preferably from municipalities of similar scope and magnitude as described in this RFP. Respondent may utilize the City of Chicago as one reference, if applicable. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

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

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

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

3. Capacity to Perform City Project

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

4. Business License/Authority to do Business in Illinois

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing the Services described in this RFP in the City of Chicago, County of Cook and State of Illinois, for itself, its partners and its subcontractors, including evidence that Respondent is authorized by the Secretary of State to do business in the State of Illinois. If Respondent is not currently "doing business" in Illinois at the time of submission, it is not required to show corporate good standing in Illinois with the proposal; Respondent should so indicate and provide evidence of good standing for its state of organization, and primary state of operation, if different. Corporate good standing in Illinois will be required for award of any contract. Provide copies with the Proposal submission.

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

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

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

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

For each person identified, describe the following information:

- (i) Respondent must provide a summary of the key personnel who will be dedicated to the Services as proposed.
- (ii) Respondent must indicate each person's areas of expertise and which person will have prime responsibility for various tasks or aspects of the services.

- (iii) Respondent must submit resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFP.

E. Implementation/Management Plan

Respondent must provide a detailed summary of their plan for implementing and delivering the Medical/Physical Examinations and Drug Testing/Lab Services as outlined in Exhibit 1, Scope of Services, including proposed software, service plans, and training plan for City Administrators, as applicable.

(i) Service Delivery

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

A. Drug and Alcohol Screening

1. Certification and Licensing Requirements
2. Drug Tests
3. Specimen Collection for Drug Testing
4. After Hours Collection and Pick-Up
5. Testing Requirements and Procedures
6. Administration of Random Drug and Alcohol Testing Program
7. Equipment and Supplies
8. Contractor Pick-Up and City Drop off for Urinalysis Testing
9. Collection Facilities
10. On-Site Testing
11. Designated Employer Representative and/or Medical Review Officer
12. Reports
13. HIPPA Compliance
14. Database and Record Retention
15. Blind Specimen Program
16. Chain of Custody
17. Transfer to Outside Laboratory
18. Storage of Specimens
19. Training Program

B. Comprehensive Medical/Physical Examinations (DHR/CFD/CPD)

1. Examining Physician Responsibilities
2. Certification/Licensing Requirements
 - a. Medical/Physical Examinations

- b. Cardiology, Radiology and Pulmonary Services
- 3. Specialist Requirements
- 4. CFD Medical/Physical Requirements
- 5. CPD Medical/Physical Requirements
- 6. DHR Medical/Physical Requirements
- 7. Overall Requirements (CFD/CPD/DHR)
- 8. Reporting (CFD/CPD/DHR)
- 9. Expected Service Levels (CFD/CPD/DHR)
- 10. Invoicing
- 11. Warranty to City

C. Expert Witness Testimony (DHR/CFD/CPD)

D. Additional Requirements

- 1. Unspecified Services
- 2. Administrative Applicant Processing

In preparing your proposal in response to this RFP, the services required are similar in nature for the various City departments, but tests, testing levels and reporting procedures vary by department. Therefore, proposals should clearly separate and distinguish what is proposed for the Chicago Department of Human Resources, Chicago Fire Department and Chicago Police Department.

(ii) Approach to Implementing Services

Describe your policies and procedures for implementing and administering services, including; drug and alcohol screening, comprehensive medical physical examinations, expert witness testimony, medical professional services, quality control/checks, training, response time, program support & reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems.

(iii) Organization Chart

Respondent should provide an organization chart identifying and showing the relationships between the Respondent, subcontractors, partners and suppliers. The generic titles and responsibilities of key personnel to be assigned to this project by the Respondent and by any key subcontractor, testing lab or supplier must be identified.

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

A chart which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated. The specific role of each of the firms in a team or joint venture for each task/work activity must be described in the staffing plan.

(iv) **Dedicated Resources**

Describe facilities, personnel, applicable technologies or software utilized, if any; and other resources available for implementing the Services; providing in detail, whether resources will be provided by Respondent or outsourced. Explain local availability of resources in the Chicago area.

(v) **Staffing Plan**

Provide an assessment of the service provider's staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the City of Chicago project including team structure, numbers and team management plans to achieve requirements for implementation and services.

Submit resumes for key personnel that will be committed to this engagement. Correlate team members to the tasks they will be performing during implementation/ and on-going operations. Along with each resume, Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

F. Compensation Schedule

The Respondent is responsible for disclosing any charges or fees not listed on Exhibit 4 Compensation Schedule, that the City would incur with the Respondent, before, during, and after the implementation as Other Costs. Proposals that fail to include Compensation Schedule information in Exhibit 4 will be rejected as incomplete and deemed non-responsive.

All costs must, at a minimum, be provided as requested in Exhibit 4. For purposes of comparing costs between Respondents, Respondents must not deviate from the cost table outlined in Exhibit 4. The City reserves the right to negotiate a final fixed price, terms, and conditions with the Contractor.

The City is no way representing that the cost table is all-inclusive. As such, the Respondent is expected to provide Other Costs, as warranted, and include a comprehensive itemization of all resources, licenses, fees, etc. that will be required as part of the proposed Medical/Physical Examinations and Drug Testing/Lab Services.

To the extent that a Respondent proposes a feature on which the City wishes to obtain competitive Proposals, the City reserves the right (but is not obligated) to obtain pricing and/or proposals from other Respondents on such feature.

If Respondent would like the City to apply, in evaluating Respondent's pricing, the (1) Incentive for City based Business; (2) Incentive for Alternatively Powered

Vehicles, 3) Incentive for Veteran-Owned Small Local Business and Eligible Joint Ventures, or (4) Business Enterprises Owned by People with Disabilities (BEPD) Commitment, Respondent must submit the applicable affidavit(s) with its proposal. A description of these preferences and affidavits can be found in Exhibit 8.

G. No Stated MBE/WBE Goals

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

If this is a competitively bid Contract funded in whole by City funds, and the Chief Procurement Officer has determined there will be no stated goals for MBE/WBE participation in this Contract, pursuant to MCC 2-92-525 a bid incentive for the utilization of MBE and WBE firms on the contract may be applicable. Refer to Section E. Incentive to encourage MBE/WBE Utilization on No Stated Goals Contract and Commitment Form in Exhibit 8.

H. Financial Statements

Respondent should provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. The City will accept one complete set of financial statements on CD-ROM or USB drive instead of multiple copies, if voluminous for the period requested, but will not accept a web link. Respondents are required to provide required financial statements in sufficient detail for the City to assess its financial condition as part of their proposal submission. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

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

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

I. Economic Disclosure Statement and Affidavit (“EDS”), and Attachment A: Online EDS Acknowledgement

Respondent must complete an Online Economic Disclosure Statement and Affidavit and Attachment A: Online EDS Acknowledgement. **See Online City of Chicago EDS Instructions and Attachment A: Online EDS Acknowledgement in Exhibit 6**. If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an

EDS as applicable, per instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an "entity holding an interest in an Applicant" as described in the EDS. **Upon completion of Online EDS, Respondent shall submit a copy of 2 documents with their proposal: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A: Online EDS Acknowledgement form.**

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

J. Legal Actions

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

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

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

K. Insurance

Respondent should include a statement that they can comply with the City's insurance requirements. Prior to contract award, the Contractor will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 7.

7. EVALUATING PROPOSALS

7.1 Evaluation Process

An Evaluation Committee, which will include the representatives from the City of Chicago Department of Human Resources, Chicago Police Department, Chicago Fire Department and the Department of Procurement Services and may include representatives of other departments of the City (“Evaluation Committee” or “EC”), will review and evaluate the Proposals, as described below.

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

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

Phase I - Preliminary Proposal Assessment

Phase I will involve an assessment of the Respondent’s compliance with and adherence to all submittal requirements requested in Section 6.2. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to “non-responsiveness” and rated Non-Responsive. Proposals providing responses to all sections will be eligible to advance for detailed analysis in Phase II, Proposal Evaluation.

Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent’s proposal meets the project requirements set forth in the RFP that will include a detailed analysis of the Respondent’s qualifications, experience, proposed implementation plan, compensation schedule and other factors based on the evaluation criteria outlined in Section 7.2, Evaluation Criteria.

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

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

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

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

7.2. Evaluation Criteria

A. Professional and Technical Competence

1. Ability to provide the Services described in the RFP, including capacity to achieve the project goals, objectives and Scope of Services described in this RFP.
2. Professional Qualifications and Specialized Experience of Respondent and Team Committed to this Project. Experience in providing Comprehensive Medical/Physical Exams and Drug Testing/Lab Services on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, organizations with strong identities of their own and government agencies).
3. Professional Qualifications and Specialized Experience of Respondent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of Chicago for the services outlined.
4. References. Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.

B. Quality, Comprehensiveness and Adequacy of the proposed Implementation and Management Plan related to Services including the staffing plan, local availability and commitment of personnel who will manage and oversee the City of Chicago project.

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

C. Itemized Compensation Schedule relative to information provided in Exhibit 4. The City will consider the competitiveness, adequacy and reasonableness of proposed costs for Services offered in Exhibit 4. In evaluating the reasonableness of proposed costs, the City may apply: (1) Preference for Chicago-based Businesses, (2) Incentive for Alternatively Powered Vehicles, (3) Incentive for Veteran-Owned Small Local Businesses and Eligible Joint Ventures, or (4) Business Enterprises Owned by People with Disabilities (BEPD) Commitment.

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

- E. Financial Stability – The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.
- F. Compliance with Laws, Ordinances, and Statutes – The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract. See Online City of Chicago EDS Instructions and Attachment A: Online EDS Acknowledgement form in Exhibit 6.
- G. Degree to which the Respondent accepts the City's Sample Professional Services Agreement (PSA) in Exhibit 13 that will impact contract negotiations and the City's ability to award a contract.
- H. Conflict of Interest – The EC will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.

8. SELECTION PROCESS

After the Evaluation Committee ("EC") completes its review of Proposals in Phase II, it may submit to the Commissioner(s) of the Department of Human Resources and Chicago Fire Department, the Superintendent of the Chicago Police Department and the Chief Procurement Officer a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select one Respondent or a recommendation to reject any or all Proposals.

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

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Commissioners of Human Resources and Chicago Fire Departments and the Superintendent of the Chicago Police Department with concurrence from the Chief Procurement Officer, those short-listed Respondents may be subject to a site visit, product/system demonstration and/or invited to appear before the Evaluation Committee for an oral presentation; to clarify in more detail information what was submitted in Respondent's Proposal; and/or to ask Respondent to respond to additional questions. Afterwards, the Evaluation Committee will make a final evaluation, including a final ranking of the Respondents, and will submit a recommendation to select one or more Respondents for concurrent competitive pricing negotiations to the Commissioners of Human Resources and Chicago Fire Departments and the Superintendent of the Chicago Police Department with concurrence from the Chief Procurement Officer.

Upon receipt of the EC's recommendation, the Commissioners of the Department of Human Resources, Chicago Fire Department and the Superintendent of Chicago Police Department will submit a decision (concurrence or rejection of the EC's recommendation) to the Chief Procurement Officer. The Chief Procurement Officer shall then consider the Commissioner's and Superintendent recommendation and exercise her authority to either

notify the Respondent(s) to enter into contract negotiations or reject the recommendation and recommend other alternate options.

The City will require the selected Respondent(s) to participate in contract negotiations. The City's requirement that the selected Respondent(s) negotiate is not a commitment by the City to award a contract. If the City determines that it is unable to reach an acceptable contract with the selected Respondent, including failure to agree on a fair and reasonable Compensation Schedule for the Services or any other terms or conditions, the Commissioners of DHR and CFD as well as the Superintendent of CPD may ask the Chief Procurement Officer to terminate negotiations with the selected Respondent, and to negotiate with any of the other qualified Respondents, until such time as the City has negotiated a contract meeting its needs.

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

9. ADDITIONAL DETAILS OF THE RFP PROCESS

9.1 Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent to all of the prospective Respondents listed on the "Take Out Sheet" prior to the Proposal due date. Prospective Respondents are automatically listed when they sign or leave a business card for a copy of the RFP package in the Bid & Bond Room. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent must acknowledge receipt.

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

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

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

1. Responses to questions and requests for clarification sent to the Department of Procurement Services according to the provisions of Section 5.1.A herein; or
2. Responses to questions and requests for clarification posed at the Pre-Proposal Conference or by the deadline for submission of questions.

9.2 City's Rights to Reject Proposals

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by Section 6.2. If no Respondent is selected through this RFP process, then the Chief Procurement Officer may utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago, to obtain the Services described here.

9.3 No Liability for Costs

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

9.4 Prohibition on Certain Contributions – Mayoral Executive Order No. 2011-4

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

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

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

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

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

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

For purposes of this provision:

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

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

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

9.5 False Statements

(a) 1-21-010 False Statements

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

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

(b) 1-21-020 Aiding and Abetting.

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

(c) 1-21-030 Enforcement.

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

9.6 Title VI Solicitation Notice

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

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

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

EXHIBIT 1

SCOPE OF SERVICES

I. General

The services required under this Request for Proposals must include but are not limited to:

- A. Drug and Alcohol Screening
- B. Comprehensive Medical/Physical Examinations
- C. Expert Witness Testimony
- D. Additional Requirements

The services required are similar in nature for the various City departments, but tests, testing levels and reporting procedures vary by department.

A. Drug and Alcohol Screening

The City of Chicago ("City"), in order to ensure optimal performance levels from its employees has established policies permitting and requiring the drug and/or alcohol testing (screening) of its prospective and active employees. The Department of Human Resources ("DHR"), Fire Department ("CFD") and Police Department ("CPD") also require City employees to submit to drug and alcohol testing when reasonable suspicion exists.

The Contractor shall comply with all applicable medical standards, federal, state and local government safety codes, laws and regulations, relating to drug and alcohol testing. The Contractor shall provide services that are compliant with the current and as amended DOT requirements listed in 49 CFR Part 40, and 382 and CFR Part 16, as applicable.

The City will request drug and alcohol testing for its prospective and active employees. Many of the tests will be requested in panels, but individual tests will also be requested. The various panels and levels will vary to meet Federal Standards as well as City Standards, in accordance with agreements between the City and various unions.

All Testing results below the levels provided by the respective City Departments will be reported as negative results.

A list of drugs currently being tested for, with current reporting levels is attached, but is intended as a reference only. As City union contracts are revised drug testing and reporting levels may change.

A listing, by titles, will be provided to Contractor with specific tests and testing levels upon award of contract and as requested by City Departments, if different from federal, state and local codes.

Federal Drug Testing Requirements are available for download at:

http://workplace.samhsa.gov/DrugTesting/Level_1_Pages/mandatory_guidelines5_1_10.html

The DOT/USCG Periodic Drug Testing form is available for download at:

http://www.uscg.mil/forms/cg/CG_719P.pdf

1. Certification and Licensing Requirements

Contractor must possess and provide the following certifications and licenses.

- U.S. Department of Justice Drug Enforcement Administration (DEA) Certificate of Registration
- U.S. Department of Health and Human Services (HHS) License
- HHS Substance Abuse and Mental Health Services Administration (SAMHSA) National Laboratory Certification Program (NLCP) Certificate
- College of American Pathologists (CAP) Accreditation Number for forensic urine drug testing
- Illinois Department of Professional and Financial Regulation Certification for Controlled Substances
- Illinois Department of Public Health License

2. Drug Tests

NOTE: The below listed drug tests are listed for use in price evaluation, as they are currently the tests that the City would most probably request, at this time. The Respondents will be required to provide a listing of the various drug tests that they perform with proposal price list, as our testing needs may change.

The Contractor may be required to test for the following drugs.

Substance

Anabolic Steroids

Amphetamines

Amphetamine

Methamphetamine

Barbiturates

Amobarbital

Butalbital

Pentobarbital

Phenobarbital

Secobarbital

Benzodiazepines

Alprazolam Metabolite

Oxazepam

Cocaine Metabolites

Marijuana Metabolites

MDA-Analogues (Ecstasy)

MDA (Methylenedioxy-Amphetamine)

MDMA (Methylenedioxy-Methamphetamine)

Methadone

Opiates

Morphine

Codeine

Hydromorphone

Hydrocodone
 Oxycodones
 Oxymorphone
 Oxycodone
 Phencyclidine
 Propoxyphene
 Anabolic (test for as needed)

The Department of Human Resources uses two different panels of tests for drug tests, the panel required by Federal DOT regulations (“the DOT Panel”) and a 10-panel test for all other drug testing purposes.

The current DOT Panel requires testing for the following classes of drugs: marijuana (THC), Cocaine, Opiates (including opium and codeine derivatives), Amphetamines and methamphetamines, and Phencyclidine. The cutoff levels for the drugs on the DOT Panel are set forth in the DOT regulations (49 CFR Section 40).

For employees who are not covered by the DOT regulations, the following 10-panel drug test is required:

| <u>Substance</u> | <u>EMIT Cutoff</u> | <u>GC/MS Cutoff</u> |
|-----------------------|--------------------|---------------------|
| AMPHETAMINES | 1000 ng/mL | 500 ng/mL |
| BARBITURATES | 300 ng/mL | 200 ng/mL |
| BENZODIAZEPINES | 300 ng/mL | 200 ng/mL |
| COCAINE METABOLITES | 300 ng/mL | 150 ng/mL |
| MARIJUANA METABOLITES | 50 ng/mL | 15 ng/mL |
| METHADONE | 300 ng/mL | 300 ng/mL |
| METHAQUALONE | 300 ng/mL | 300 ng/mL |
| OPIATES | 2000 ng/mL | 2000 ng/mL |
| PHENCYCLIDINE | 25 ng/mL | 25 ng/mL |
| PROPOXYPHENE | 300 ng/mL | 300 ng/mL |

3. Specimen Collection for Drug Testing

- a. The Contractor will collect Specimens for DHR and CFD only. The Contractor will not collect Specimens for CPD. CPD will collect urine specimens for its applicants/employees at its primary collection site or designated temporary collection site. Collection may take place at any of the Contractor’s designated collection sites or Contractor may be asked to dispatch a technician for collection and pick-up (at various locations within the City limits).

Specimen Collectors will:

- i) Be trained according to DOT requirements.
- ii) Follow the Specimen collection procedures set forth in the DOT regulations.
- iii) Be trained and licensed medical professionals or technicians
- iv) Be provided instructions which outline the regulatory requirements

- v) Certify that each collection they perform is in accordance with DOT regulations.
- b. Urine specimen collections for DHR and CFD must be comprised of a single sample containing a minimum of 45 mL split between two vials containing a minimum of 30 ml in bottle A and 15 mL in bottle B ("Split Specimen Collections").
- c. Urine specimen collections for CFD applicants must be comprised of a single sample containing a minimum of 30 ml in one bottle.

CPD collects a single sample containing a minimum of 60ml split between two vials containing a minimum of 30ml per vial.

CPD typically initiates and coordinates transfers for employees requesting testing of B-bottle specimens, however, CPD may call upon the Contractor to initiate a transfer of a split specimen to an outside, HHS/SAMHSA approved, laboratory for an independent test at the employee's expense.

DHR must approve transfers of a split specimen to an outside approved laboratory for an independent test.

4. After Hours Collection and Pick-Up

After Hours the Contractor will, upon request, dispatch a technician for collection and pick-up (at various location within the City Limits) or a courier for pick-up (at location information provided in Exhibit 12) of urine samples for drug testing within 2 hours of receiving the request.

- i) Field Testing technician required
- ii) Field Pick-up courier required
- iii) 24-hour phone contact information will be provided by the Contractor to arrange for on-site collection.

5. Testing Requirements and Procedures

- a. DHR and CFD require a rapid, point-of-care, one step screening test for the simultaneous, qualitative detection of multiple drugs and drug metabolites found in the human urine to be used as the initial drug test. Positive test results must be immediately reported to the following:

- i) DHR: DHR Designated Employer Representative
- ii) CFD: CFD designated MRO and CFD Medical Division Chief.
- iii) CPD: Not applicable.

CPD does not use point-of-care POC screening tests at any time. The remaining urine sample shall be used for additional screening and confirmatory testing.

- b. The Enzyme Immunoassay Test ("EIA") will be utilized for the initial test. All positive results determined by the EIA will be confirmed by utilizing the Gas Chromatography Mass Spectrometry ("GCMS") Test. During this confirmation, at least 2 ION Ratios must be monitored for both the analytical and a suitable internal standard.

- c. In cases where there is a positive result for morphine, the 6-mono acetyl morphine test must be performed again at the on-site location of the contracted laboratory. The laboratory must be able to detect 6-mono acetyl morphine at a level equal to or below a 10 ng/mL cutoff.
- d. In cases of positive findings of amphetamines, testing must be conducted at the on-site location of the contracted laboratory for a differentiation of the D and L isomer.
- e. Testing should be done to comply with the approved specifications for specific gravity and suitable pH levels. Contractor must use an approved test which will determine if the sample has been tampered with by introduction of additives or other chemicals which may result in inconclusive test results.
- f. All tests are to be performed at Contractor's certified Department of Health and Human Services/Substance Abuse and Mental Health Services Administration ("HHS/SAMHSA") laboratory.
- g. Each Department (DHR, CFD, CPD and other City Departments) require approval for any and all adjustments to the testing panels.
- h. All CDL DOT tests conducted pursuant to 49 CFR Section 382 must comply with the guidelines and procedures of 49 CFR Section 40.
- i. Turnaround time for test results for specimens must not exceed 24 hours for the initial screening and 72 hours for the confirmation test results. Specimens picked up on Saturday or Sunday shall be processed on the following business day.
- j. Certified reports (quantified) for positive confirmation of a specimen must be submitted to the following within the specified time frame:
 - i. DHR: 7 days to the DHR Designated Employer Representative.
 - ii. CFD: 7 days to the CFD designated MRO and CFD Medical Division Chief.
 - iii. CPD: 3 days to CPD Designated Employer Representative/Commanding Officer of Random Drug Testing Unit (RDTU)
- k. Negative test results must be reported within 24 hours to the following:
 - i. DHR: DHR Designated Employer Representative.
 - ii. CFD: CFD designated MRO and CFD Medical Division Chief.
 - iii. CPD: CPD Commanding Officer of RDTU
- l. The levels of positive presence of breath alcohol as measured on a certified/calibrated evidential breath test device are as follows:
 - i. DHR: 0.04% for DOT covered employees (CDL Holders tested pursuant to Federal DOT Regulations)

- ii. DHR: 0.08% for non-DOT covered employees
- iii. CFD: 0.04% (for Random Testing only)
- iv. CFD: 0.02% (for any Testing other than Random)
- v. CPD: 0.021%

m. Positive alcohol breathalyzer confirmation results must be reported immediately to each department via telephone and confirmed by facsimile as follows:

- i. DHR: DHR Designated Employer Representative.
- ii. CFD: CFD designated MRO and CFD Medical Division Chief.
- iii. CPD: CPD Commanding Officer of RDTU

***Note: contact information will be supplied after award of contract**

6. Administration of Random Drug and Alcohol Testing Program

a. Currently, DHR has approximately 2,100 employees subject to random drug testing. CFD has approximately 5,000 employees. DHR and CFD will supply an electronic list of employees refreshed on a regular basis.

CPD administers its own selection of employees for random testing and also does its own specimen collection. As such, an electronic list will not be provided to Contractor by CPD.

b. Contractor shall administer the random selection of DHR and CFD employees covered under current and as amended City Union contracts or DOT requirements listed in 49 CFR Part 40, and 382 and CFR Part 16. Random employee selection is to be determined by Contractor.

c. Contractor will randomly select DHR and CFD employees for testing (as outlined in above letter a.) Once employees are selected the following must be completed:

- i) Notify departments of the employees to be tested as soon after the start of the employees shift as possible.
- ii) Arrange for testing of identified employees to take place on the day of notification either at Contractor's designated collection facilities or, upon request, via On-Site testing as described in I, A. 10. below.
- iii) Administer both Drug and Alcohol Screenings as described above.
- iv) Process all paperwork.
- v) Maintain databases,
- vi) Notify DHR and CFD of positive presence of breath alcohol as described in A.5.I above within 1 hour.
- vii) Notify DHR and CFD of positive urinalysis results within 7 days or within any time frames prescribed by applicable DOT regulations.

d. When required by DHR, Contractor shall perform instant drug screens as part of the random drug and alcohol testing program. Instant drug screened shall be performed at the same time as urine drug tests sent for laboratory analysis. Results of instant drug screens shall be immediately reported to DHR.

7. Equipment and Supplies

- a. Contractor will, at a minimum, have available for their use, the following equipment and supplies:
 - i) A minimum of 2 EIA machines for initial screening.
 - ii) A minimum of 2 GCMS machines for confirmation tests.
 - iii) A generator system able to maintain specimens in a frozen state in the event of a power outage.
 - iv) A minimum of 2 Evidential Breath Testing (EBT) devices which are capable of performing confirmation tests.
 - v) Sealed specimen containers, labels, sealed collection containers and tamper proof evidence tape, specimen boxes, envelopes and forms as required for testing to be performed by Contractor. CPD specifically requires priority specimen bags.

8. Contractor Pick-up and City Drop off for Urinalysis Testing

The Contractor will provide daily Specimen pick-up from various City of Chicago locations, at no charge to the City. See EXHIBIT 11 for daily pick-up locations sorted by Department, which will be subject to change during the term of the contract.

Drop off locations for Specimens collected by the City will be provided by the Contractor at no charge to the City.

The Specimen pick-up services and drop off location will be either agreed upon delivery service or Contractor's location.

- a. Testing should be done to comply with the approved specifications for specific gravity and suitable pH levels.
- b. All CDL DOT tests conducted pursuant to 49CFR Section 382 must comply with the guidelines and procedures of 49 CFR Section 40.

9. Collection Facilities

- a. Contractor shall maintain at least five (5) collection facilities strategically located within five (5) miles of the City of Chicago, City limits. A minimum of three (3) of these locations must be within the City of Chicago, City limits.
- b. Of the facilities maintained by Contractor, at least one of the collection facilities must be open twenty-four (24) hours per day.
- c. At least one of the collection facilities must be open on Saturdays and Sundays.
- d. At least one collection facility must be located within five (5) miles of O'Hare Airport and at least one collection facility must be located within five (5) miles of Midway Airport.
- e. Facilities must have adequate parking for a minimum of 12 vehicles.
- f. Collection facilities must be monitored by a collection facility manager whose duties will include monitoring the status of the collector's certifications. The collection facility manager must also oversee error correction training by tracking cancelled tests and following up with the appropriate site to coordinate collector re-training.

- g. Collection facilities must be open at least 9 hours per day, 5 or more days per week.
 - i. CFD will require 5 days be Monday through Friday, unless a City Holiday falls on one of those days, then a Saturday or Sunday must be substituted for the Holiday.
- h. Any collection site utilized for Random Drug and Alcohol Testing Program must have a minimum of 1 Evidential Breath Testing ("EBT") devices which are capable of performing confirmation tests. Contractor must be able to provide a second EBT at a collection site utilized for the Random Drug and Alcohol Testing Program, if requested by the City.
- i. Contractor must provide a minimum of one certified Breath Alcohol Technician ("BAT") at any collection site(s) utilized for the Random Drug and Alcohol Testing Program.

10. On-Site Testing

Contractor must have or develop a means to collect urine specimens and administer breath alcohol collections at City facilities upon request. All requirements relating to other collections shall apply to on-site testing at City facilities. The on-site testing at any City facility must adhere to DOT regulations.

11. Designated Employer Representative and/or Medical Review Officer

The Contractor shall coordinate drug testing, results reporting, and documentation with the DHR Designated Employer Representative and/or CFD designated MRO.

- a. DHR and CFD drug findings shall be forwarded to the DHR Designated Employer Representative and/or CFD Medical Review Officer, who will be responsible for making the final determination on drug test results where the laboratory findings are positive.
- b. Confirmed test results shall be provided to the City Program Administrator or designee immediately upon confirmation, no later than 72 hours after receipt of the specimen by the laboratory. The Contractor must inform the City if turnaround time for positive test result confirmation will exceed 72 hours.

12. Reports

- a. Contractor must produce the following reports as specified by the DHR:
 - i) MIS Reports - The annual MIS report as required by the DOT.
 - ii) Summary Report - A comprehensive report that compiles information specific to the City, including reason for test, type of test, percentage of those tested compared to the total employee pool, percentage of positive and negative results and specific positive test numbers.
 - iii) Positive Rate Summary Report - Statistical numbers for positive rates.
 - iv) Random Report – This Report will provide the City with an accurate account of random pool activity for the period specified.

- b. Contractor will maintain all records, documents, logs, records, and calibration demonstration in accordance with the DOT Regulations and shall supply such documentation to the City within 48 hours of the request.
- c. Contractor must provide the City with the ability to view test results via (1) secure internet site; (2) auto-fax; and (3) email.
- d. On a quarterly basis, the Contractor shall complete a quality assurance log after reviewing a 5% random sampling of negative drug results and monitored for accuracy of process and reporting.
- e. The Contractor must review 100% of positive drug tests.
- f. The quality assurance log must be reviewed by the operations director for appropriate follow-up.
- g. The quality assurance log must be sent to the CFD MRO on a quarterly basis.

13. Blind Specimen Program

The Contractor shall submit blind performance test specimens to the laboratory in accordance with the DOT Regulations. Contractor's MRO will oversee the blind specimen testing program to ensure quality lab process and analysis.

14. Chain of Custody

- a. Contractor must pick up urine specimens on a daily basis from locations designated by the respective Departments.
Note: CPD requires Saturday/Sunday pick-up as needed for mass processing sessions.
- b. A built-in confidentiality number must be issued immediately to each Specimen received at one of Contractor's laboratories.
- c. A proper chain of custody and Drug Testing Custody and Control Form must be maintained at all times. Contractor must follow chain of custody procedures approved by the National Laboratory Certification Program ("NLCP") guidelines and required by DOT regulations, as applicable.
- d. Chain of custody for all specimens must be documented. Chain of custody documents, including the Drug Testing Custody and Control Form, must be maintained and must be made a part of the litigation packet.

15. Transfer to Outside Laboratory

Contractor may be called upon to initiate a transfer of a split specimen to an outside HHS/SAMHSA approved laboratory for an independent test at the employee's expense. All transfers will require approval of the requesting department.

16. Storage of Specimens

- a. Contractor must have sufficient storage facilities to be able to store all confirmed positive specimens for a minimum of 5 years.
- b. Contractor must provide written notification to DHR, CFD and/or CPD that a specimen is scheduled for destruction. Such notification must be received 14 days prior to the scheduled destruction date.
- c. Contractor must have written authorization from DHR, CFD and/or CPD, as applicable, before any positive specimens are destroyed.

d. Negative specimens are to be retained for 10 days and, thereafter, may be destroyed.

17. Training Program

Contractor will train CFD and CPD personnel, including designated third parties, in proper Specimen collection and chain-of-custody procedures. Such training shall include dissemination of instructional media, telephone consultations and to the extent deemed necessary by the City, personal or supervised instruction.

B. Comprehensive Medical/Physical Examinations (DHR/CFD/CPD)

The City requires health care services for civilian employees, candidate Firefighters, Paramedics and/or Police and other new or incumbent staff when a physical examination is required as part of the hiring procedure, for reinstatement of tenured uniformed personnel and/or the medical surveillance program.

The Contractor must be able to accommodate requests for individual examinations within 3 business days after receipt of notices and must be able to accommodate the request for groups of approximately 20-200 clients during periods of recruitment/hiring and significantly lower levels during non-recruitment/hiring periods, with 1-week prior notice in an emergency situation. Normal lead time will be approximately 2-3 weeks. It is anticipated that CFD will need approximately 1,000 comprehensive medical/physical examinations per year, and CPD will need 2,100 comprehensive medical/physicals examinations per year. An additional 50 Respiratory Certification/Pre-Placement Examinations will be needed for CFD; however, the number of examinations and tests will depend upon requirement.

Routine type physicals on "Entry" and "Exit" for mainly Hazardous Material Workers and Asbestos workers. This includes OSHA mandated physicals examinations and respiratory function testing, and chest x-rays interpreted by B readers.

1. Examining Physician's Responsibilities

- a. Physical Examinations will be performed by licensed, Board Certified or board eligible physicians, or nurse practitioners or physician assistants. Nurse practitioners or physician assistants shall have on-site supervision by a licensed, Board Certified or board eligible physician.
- b. Physicians, nurse practitioners and physician assistants shall be licensed in Illinois. Physicians shall be Board Certified or board eligible in internal medicine, family medicine, emergency medicine or occupational medicine.
- c. Contractor shall provide copies of licensures, board certifications and evidence of training for physicians, nurse practitioners and physician assistants.
- d. Physicians, nurse practitioners and physician assistants involved in evaluating firefighters, police officers and candidates to these positions shall have working knowledge of the current editions of NFPA 1582 (Standard on Comprehensive Occupational Medical Program for Fire Departments) and the American College of Occupational and Environmental Medicine Guidance for the Medical Evaluation of Law Enforcement Officers.
- e. Results of the physical examination are to be recorded on the appropriate Department Forms.
- f. When all tests and physical examinations are completed, the Examining Physician will indicate any unusual findings in a narrative report to the DHR or Medical Director of the Fire Department or Commanding Officer for the Police Department within fourteen (14) calendar days of the date the examination was given. A written opinion must be provided summarizing normal and abnormal findings.

2. Certification/Licensing Requirements

a. Medical/Physical Examinations

Each Contractor must submit with their proposal written certified documents, or an approved equivalent which provides evidence of the following:

- i) Compliance with all licensure and certification requirements of the City of Chicago, State of Illinois and Federal Government.
- ii) Current licenses and certifications for physicians, medical staff, technical and ancillary personnel, as required by the City of Chicago, State of Illinois and Federal Government. Contractor must provide copies of appropriate licensure from staff members and the physicians who will be assigned to this program.
- iii) Proof that all physical examinations will be performed by Board certified physicians. Contractor must provide copies of appropriate licensures from staff members who will be assigned to this program and documentation substantiating Board Certification. The City prefers Physicians with Occupational Health Internal Medicine or Family Practice experience and training or related fields of medical specialization.
- iv) U.S. Department of Justice and Drug Enforcement Administration Controlled Substance Registration Certification, as an analytical laboratory.
- v) A State of Illinois Department of Professional Regulation "Certificate of Registration" and provide a state-controlled substance number.
- vi) Respiratory Fit Testing that meets all OSHA standards for the individual respirator.
- vii) Medical/Physical for employees exposed to hazardous environmental conditions that meets OSHA standard 29 CFR 1910.120.

b. Cardiology, Radiology and Pulmonary Services

- i) The Contractor shall perform EKGs, Stress Testing and provide cardiology interpretations. The interpretations must be made by a Cardiologist who (1) is Board Certified (2) is licensed and accredited hospital, clinic and/or medical teaching institution, in the state of Illinois in the State of Illinois and (3) has the capabilities to testify as an expert witness at administrative hearings to support the interpretation.
- ii) The Contractor shall perform X-ray services and provide radiology interpretations of the X-rays. The Radiology interpretations must be done by a radiologist who (1) is Board Certified (2) is licensed and accredited hospital, clinic and/or medical teaching institution, in the state of Illinois in the State of Illinois and (3) has the capabilities to testify as an expert witness at administrative hearing supporting the interpretations.
- iii) The Contractor shall perform Pulmonary Function Studies (spirometry and volumetric) with flow volume loop-curve interpreted by a Pulmonologist who (1) is Board Certified, (2) is licensed and accredited hospital, clinic and/or medical teaching institution, in the state of Illinois in the State of Illinois and (3) has the capabilities to testify as an expert witness at administrative hearings to support the interpretation.

- iv) The Contractor shall furnish with its proposal written certified documents or an approved equivalent of credentials as listed in the below section titled Specialists Requirements.

3. Specialists Requirements

a. Cardiologist

- i) The following requirements must be met by Contractor's Cardiologists:
 - a) (1) Board Certification as a Cardiologist.
 - b) (2) Copy of current license issued by the Illinois Department of Professional Regulation.
 - c) (3) Documentation substantiating current affiliation with a medical teaching institution in the State of Illinois.

b. Radiologist

- i) The following requirements must be met by Contractor's Radiologists:
 - a) Board Certification as a Radiologist.
 - b) Copy of current license issued by the Illinois Department of Professional Regulation.
 - c) Copy of "Certificate of Registration" issued by the U.S. Department of justice, Drug Enforcement Administration.
 - d) Documentation substantiating affiliation with a medical teaching institution in the state of Illinois.
 - e) Identification of staff member(s) certified as such and provides documentation substantiating qualifications.

c. Pulmonologist

- i) The following requirements must be met by Contractor's Pulmonologists:
 - a) Board Certification as a Pulmonologist.
 - b) Copy of current license issued by the Illinois Department of Professional Regulation.
 - c) Documentation substantiating affiliation with a medical teaching institution in the State of Illinois.

d. Audiometric

- i) The following requirements must be met by Contractor's staff members:
 - a) Board Certification as required in 29 CFR 1910.95
 - b) History, examination and test shall be reviewed by an audiologist or an otolaryngologist, or other qualified physician.

e. Psychologist/Psychiatrist

- i) The following requirements must be met by Contractor's staff members:
 - a) Board Certification as a Psychologist or Psychiatrist

- b) Copy of current license issued by the Illinois Department of Professional Regulation as physician or psychologist.
- c) Board certification as a physician or proof of doctorate-level training as a clinical psychologist.

f. Medical Review Officer

- i) The following requirements must be met by Contractor's Medical Review Officer:
 - a) Physician licensed to practice medicine in Illinois
 - b) Medical Review Officer certification and training, current according to DOT regulations
 - c) Reporting and review of results according to 49 CFR, Part 40 and DOT §40.33 and the DOT agency rules.
 - d) Confirmed test results shall be provided to the City Program Administrator or designee immediately upon confirmation by the MRO, but not later than 72 hours after receipt of the specimen by the laboratory. The Respondent must inform the City if turnaround time for positive test result confirmation will exceed 72 hours.
 - e) CPD requires an option to use an independent MRO.

g. Staff Requirements

- a) The EMIT and GCMS confirmation tests must be performed by a staff member who is licensed by the State of Illinois as a Medical Technologist and/or has a BS Degree in Biology, Chemistry or Toxicology.
- b) All laboratory reports of positive results must be certified by a Certifying Scientist with training and experience comparable to a Ph.D. in one of the natural sciences such as a Medical or Scientific Degree and/or by a Board-Certified Toxicologist.
- c) Breath alcohol tests must be conducted by a certified Breath Alcohol Technician ("BAT").
- d) Contractor must provide copies of applicable licenses, certifications, diplomas and/or documentation, satisfactory to the City which establishes that the staffing requirements have been met.

4. Chicago Fire Department (CFD) Medical/Physical Requirements

a. Comprehensive Medical/Physical Exams

Comprehensive Medical/Physical Examinations are required for Chicago Fire Department employees, including those who engage in special operations activities that include, but not limited to, employees working with Hazardous Materials, Helicopter Pilots, Aviators, Tunnel Response Teams, Special Collapse Teams, and Search and Rescue.

Comprehensive Medical/Physical Examinations are required for Chicago Fire Department employees who handle hazardous material and asbestos and for select employees responsible for field activities involving hazardous materials as part of medical surveillance activities for

respiratory and other medical conditions. OSHA mandates annual physicals, periodic respiratory function tests, and chest x-rays.

The frequency of the Comprehensive Medical/Physical Examination will be conducted annually for designated hazardous material employees.

Approximately 40-50 employees who handle hazardous materials will require a complete medical/physical examination for the Chicago Fire Department.

The frequency of the Comprehensive Medical/Physical Examination will be every two years for designated Special Team employees.

Approximately 40-50 employees involved Special Teams will require a complete medical/physical examination.

Comprehensive Medical/Physical Examinations shall include a comprehensive history assessment, physical examination, and laboratory testing as specified in Comprehensive Medical/Physical Exam, unless otherwise directed by the CFD Medical Director.

Results of the history and physical examination are to be recorded on the appropriate Department Forms.

- i) The Comprehensive Medical/Physical exam shall include, but not be limited to, the medical history and physical examination as follows:
 - a) Medical History - The medical history shall include known health problems, such as major illnesses surgeries, medication use, and allergies. A comprehensive symptom review is expected to detect early signs of illness. A medical history shall include a personal health history, a family health history, a health habit history, a social history, an immunization history, and a reproductive history. An occupational history shall collect information about the person's past occupational and environmental exposures.
 - b) Hands on physical examination by a licensed Medical Doctor (MD) or Doctor of Osteopathy (D.O.) or physician assistant or nurse practitioner
- ii) The physical examination shall include the following:
 - a) Vital signs: weight, height, blood pressure, heart rate, respiratory rate, body mass index, and waist circumference.
 - b) Head, eyes, ears, nose, and throat (HEENT)
 - c) Neck
 - d) Cardiovascular
 - e) Pulmonary
 - f) Breast (as directed)
 - g) Abdominal
 - h) Gastrointestinal (includes rectal exam for mass, occult blood - as directed)
 - i) Genitourinary (includes pap smear, testicular exam, rectal exam for prostate mass - as directed)

- j) Hernia
- k) Lymph nodes
- l) Neurological
- m) Musculoskeletal
- n) Skin (includes screening for cancers)
- o) Vision testing
- p) Any Scar, Marks or Tattoo (SMT)

It is important for the Chicago Police Department to view and record on paper any SMT of an applicant as part of the background investigation. This part of the physical examination will include a drawing/Picture(s) of the tattoo as well as the location on the body, size of the tattoo and coloring.

- iii) Specific hands on physical examination by a licensed Medical Doctor (MD) or Doctor of Osteopathy (D.O.) tests/measurements to be obtained include:
 - a) Review and comment on detailed medical histories
 - b) Review and comment on physical examinations related, at a minimum the testing details in Comprehensive Medical/Physical Exams (DHR/CFD/CPD).

b. Physical Therapist Testing

The following testing shall be conducted at various physical therapy centers by licensed physical therapists or occupational therapists with the approval of the Chicago Fire Department at the unit prices agreed to in the compensation provision of this contract. The Fire Department's Medical Director will determine when an employee or candidate is to have additional testing performed.

- i) Static Strength dynamometry testing of injured extremity/joint including but not limited to:
 - a) Shoulders
 - b) Elbows
 - c) Hips
 - d) Knees
 - e) Ankles
 - f) Wrists
 - g) Grip
- ii) Functional Capacity Evaluation (8-hours): (Physical Therapist)
- iii) Modified Functional Capacity Evaluation (4-hours): (Physical Therapist)
- iv) Special Comprehensive Medical/Physical Examinations requirements for Chicago Fire Department Employees Assigned to Special Team

c. Medical Examination Helicopter and Aviation Personnel.

The frequency of the Comprehensive Medical/Physical Examination will be conducted annually for designated aviation employees.

Approximately 10-20 helicopter pilots and aviators will require a complete medical/physical examination.

- i) Members shall be assessed by certified Aviation Medical Examiners. Aviation medical examiners shall be authorized to give the examination for the second or third class medical certificate.
- ii) The Respondent shall utilize a list of Federal Aviation Administration (FAA) medical examiners provided by the Chicago Fire and Police Department. A list of regional Aviation Medical Examiners and Flight Surgeons can be found at <http://flightphysical.com/search/searchgen.htm>
- iii) Aviation Medical Examiners shall report the findings and assessment of the history, physical examination, and laboratory assessment to the Chicago Fire Department Medical Director.
- iv) Aviation Medical Examiners shall apply the Code of Federal Regulations Part 67 Subpart C Index - Class 2 standards for the evaluation of helicopter pilots and aviators including the following:
Subpart C - Index of 2nd-Class Airman Medical Requirements
 - a) 67.201 Eligibility.
 - b) 67.203 Eye.
 - c) 67.205 Ear, nose, throat, and equilibrium.
 - d) 67.207 Mental.
 - e) 67.209 Neurologic.
 - f) 67.211 Cardiovascular.
 - g) 67.213 General medical condition.
 - h) 67.215 Discretionary issuance.

NOTE: Additional information regarding the Federal Aviation Administration, Department of Transportation, Medical Standards and Certification, Subpart C – Second Class Airman Medical Certificate can be found at:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title14/14cfr67_main_02.tpl

5. Chicago Police Department (CPD) Medical/Physical Requirements

a. Comprehensive Medical/Physical Examinations

Comprehensive Medical/Physical Examinations are required for Chicago Police Department employees, including those who engage in special operations activities that include, but not limited to, employees working with Hazardous Materials, Helicopter Pilots, Aviators, Tunnel Response Teams, Special Collapse Teams, and Search and Rescue.

Comprehensive Medical/Physical Examinations are required for Chicago Police Department employees who handle hazardous material and asbestos and for select employees responsible for field activities involving hazardous materials as part of medical surveillance activities for respiratory and other medical conditions. OSHA mandates annual physicals, periodic respiratory function tests, and chest x-rays.

The frequency of the Comprehensive Medical/Physical Examination will be conducted annually for designated hazardous material employees.

Approximately 40-50 employees who handle hazardous materials will require a complete medical/physical examination for the Chicago Police Department.

The frequency of the Comprehensive Medical/Physical Examination will be every two years for designated Special Team employees.

Approximately 40-50 employees involved Special Teams will require a complete medical/physical examination.

Comprehensive Medical/Physical Examinations shall include a comprehensive history assessment, physical examination, and laboratory testing as specified in Comprehensive Medical/Physical Exam, unless otherwise directed by the CPD Medical Director.

Results of the history and physical examination are to be recorded on the appropriate Department Forms.

Upon Request from the Police Department, the examining physician shall render a written opinion as to whether injuries sustained by an individual are consistent with the individual's description of how the injuries were sustained, physical examination findings, and the results of diagnostic tests performed

- i) The Comprehensive Medical/Physical examinations shall include, but not be limited to, the medical history and physical examination as follows:
 - a) Medical History - The medical history shall include known health problems, such as major illnesses surgeries, medication use, and allergies. A comprehensive symptom review is expected to detect early signs of illness. A medical history shall include a personal health history, a family health history, a health habit history, a social history, an immunization history, and a reproductive history. An occupational history shall collect information about the person's past occupational and environmental exposures.
 - b) Hands on physical examination by a licensed Medical Doctor (MD) or Doctor of Osteopathy (D.O.) or physician assistant or nurse practitioner
- ii) The physical examination shall include the following:

- a) Vital signs: weight, height, blood pressure, heart rate, respiratory rate, body mass index, and waist circumference.
- b) Head, eyes, ears, nose, and throat (HEENT)
- c) Neck
- d) Cardiovascular
- e) Pulmonary
- f) Breast (as directed)
- g) Abdominal
- h) Gastrointestinal (includes rectal exam for mass, occult blood - as directed)
- i) Genitourinary (includes pap smear, testicular exam, rectal exam for prostate mass - as directed)
- j) Hernia
- k) Lymph nodes
- l) Neurological
- m) Musculoskeletal
- n) Skin (includes screening for cancers)
- o) Vision testing
- iii) Specific hands on physical examination by a licensed Medical Doctor (MD) or Doctor of Osteopathy (D.O.) tests/measurements to be obtained include:
 - a) Review and comment on detailed medical histories
 - b) Review and comment on physical examinations related, at a minimum the testing details in Comprehensive Medical/Physical Examinations (DHR/CFD/CPD).

b. Physical Therapist Testing

- i) The following testing shall be conducted at various physical therapy centers by licensed physical therapists or occupational therapists with the approval of the Chicago Police Department at the unit prices agreed to in the compensation provision of this contract. The Chicago Police Medical Director will determine when an employee or candidate is to have additional testing performed.
- ii) Static Strength dynamometry testing of injured extremity/joint including but not limited to:
 - a) Shoulders
 - b) Elbows
 - c) Hips
 - d) Knees
 - e) Ankles
 - f) Wrists
 - g) Grip
- iii) Functional Capacity Evaluation (8-hours): (Physical Therapist)
- iv) Modified Functional Capacity Evaluation (4-hours): (Physical Therapist)
- v) Physical Therapy Assessment (Physical Therapist)

c. Special Comprehensive Medical/Physical Examinations requirements for Chicago Police Department Employees Working with Hazardous Materials

- i) Comprehensive Medical/Physical Examinations are required for Chicago Police Department employees who handle hazardous material and asbestos and for select employees responsible for field activities involving hazardous materials as part of medical surveillance activities for respiratory and other medical conditions. OSHA mandates annual physicals, periodic respiratory function tests, and chest x-rays.
- ii) The frequency of the Comprehensive Medical/Physical Examination will be conducted annually for designated hazardous material employees.
- iii) Approximately 40-50 employees who handle hazardous materials will require a complete medical/physical examination for the Chicago Police Department.
- iv) Comprehensive Medical/Physical Examinations shall include a comprehensive history assessment, physical examination, and laboratory testing as specified in Comprehensive Medical/Physical Exams (DHR/CFD/CPD), unless otherwise directed by the CPD.

d. Special Comprehensive Medical/Physical Examinations requirements for Chicago Police Department Employees Assigned to Special Teams

- i) Comprehensive Medical/Physical Examinations are required for Chicago Police Department employees who engage in special operations activities that include, but limited to, Tunnel Response Teams, Special Collapse Teams, and Search and Rescue.
- ii) The frequency of the Comprehensive Medical/Physical Examination will be every two years for designated Special Team employees.
- iii) Approximately 40-50 employees involved in Special Teams will require a complete medical/physical examination.
- iv) Comprehensive Medical/Physical Examinations shall include a comprehensive history assessment, physical examination, and laboratory testing as specified Comprehensive Medical/Physical Exams (DHR/CFD/CPD ix (iii) above, unless otherwise directed by the CPD.

e. Special Comprehensive Medical/ Physical Examinations requirements for Chicago Police Department Helicopter Pilots and Aviators

- i) Comprehensive Medical/Physical Examinations are required for workers who are helicopter pilots and aviators for the Chicago Police Department as part of medical surveillance activities.
- ii) The frequency of the Comprehensive Medical/Physical Examination will be conducted annually for designated aviation employees.

- iii) Approximately 10-20 helicopter pilots and aviators will require a complete medical/physical examination.
- iv) Comprehensive Medical/Physical Examinations shall include a comprehensive history assessment, physical examination, and laboratory testing as specified in Comprehensive Medical/Physical Exams (DHR/CFD/CPD), unless otherwise directed by the CPD.

f. Medical Examination Helicopter and Aviation Personnel.

- i) Members shall be assessed by certified Aviation Medical Examiners. Aviation medical examiners shall be authorized to give the examination for the second or third class medical certificate.
- ii) The Respondent shall utilize a list of Federal Aviation Administration (FAA) medical examiners provided by the Chicago Fire and Police Department. A list of regional Aviation Medical Examiners and Flight Surgeons can be found at <http://flightphysical.com/search/searchgen.htm>
- iii) Aviation Medical Examiners shall report the findings and assessment of the history, physical examination, and laboratory assessment to the Chicago Police Department.
- iv) Aviation Medical Examiners shall apply the Code of Federal Regulations Part 67 Subpart C Index - Class 2 standards for the evaluation of helicopter pilots and aviators including the following:
Subpart C - Index of 2nd-Class Airman Medical Requirements
 - a) 67.201 Eligibility.
 - b) 67.203 Eye.
 - c) 67.205 Ear, nose, throat, and equilibrium.
 - d) 67.207 Mental.
 - e) 67.209 Neurologic. 67.211 Cardiovascular.
 - f) 67.213 General medical condition.
 - g) 67.215 Discretionary issuance.
- v) Additional information regarding the Federal Aviation Administration, Department of Transportation, Medical Standards and Certification, Subpart C – Second Class Airman Medical Certificate can be found at:
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title14/14cfr67_main_02.tpl

6. Department of Human Resources (DHR) Medical/Physical Requirements

a. Comprehensive Medical/Physical Exams

Comprehensive Medical/Physical Examinations may be requested for the City of Chicago's incumbent or new staff.

The frequency of the Comprehensive Medical/Physical Examination will be conducted annually for designated hazardous material employees.

Approximately 40-50 employees who handle hazardous materials will require a complete medical/physical examination for the City of Chicago's incumbent or new staff.

The frequency of the Comprehensive Medical/Physical Examination will be every two years for designated Special Team employees.

Approximately 40-50 employees involved Special Teams will require a complete medical/physical examination.

Comprehensive Medical/Physical Examinations shall include a comprehensive history assessment, physical examination, and laboratory testing as specified in Comprehensive Medical/Physical Exam, unless otherwise directed by the DHR Medical Director.

Results of the history and physical examination are to be recorded on the appropriate Department Forms.

Upon Request from DHR, the examining physician shall render a written opinion as to whether injuries sustained by an individual are consistent with the individual's description of how the injuries were sustained, physical examination findings, and the results of diagnostic tests performed

i) Physician Examination

The Physician examination for the City of Chicago's incumbent or new staff may consist of the following: vital signs, examination the skin, head, eyes, nose, throat, mouth, neck, lymph nodes, chest, breasts (if indicated), lungs, heart, blood vessels, abdomen, anus (if indicated), rectum (if indicated), prostate (if indicated), genitalia (if indicated), bones, joints, muscles, spine, feet, extremities and neurological examination. The DHR will request selected tests when the incumbent or new recruit is sent for the physical examination. It is anticipated that approximately 1,200 such exams will be needed per year. However, the number of examinations will vary depending upon various factors. The list of titles that require pre-employment medical/physical examinations, for the Department of Human Resources, is attached as Exhibit 13, which is provided as a reference only as titles may be added or removed at any time during this contract.

ii) Respiratory Certification

Examination is to determine an employee's physical ability to wear respiratory protection equipment as required by 1910.134. for exposure to chemical fumes of lead dust particles. Specific reference to the cardio-respiratory systems, head, eyes, nose, throat, health history, spirometry and chest X-ray. Frequency of the examination is to be determined by the level of exposure, to comply with OSHA 1910.134(a).

iii) Fitness for Duty Medical Examinations

The Contractor may provide Fitness-for-Duty medical examinations for employees returning to work following an injury or current employees with declining health or psychological conditions. The Contractor shall review the essential job functions for the employee's position and evaluate whether the employee continues to be an appropriate placement in the job, with or without accommodations. Appropriate medical restrictions shall be reported. The Contractor may also be asked to provide psychological screenings of current employees. Such screenings shall be conducted by a licensed clinical psychologist or a licensed board-certified psychiatrist.

- a) Tests and Services
 - b) Urine Dipstick
 - c) Rubella Titer Test
 - d) Tuberculosis Test
 - e) Throat Culture
 - f) Pulse Recovery Test
 - g) Hearing test
 - h) Vision testing: near and distant visual acuity (with and without correction), peripheral vision, color vision
 - i) Electrocardiogram
 - j) Chest x-ray
 - k) Cardiac stress test
 - l) Spirometry
 - m) Osteopathy (D.O.) tests/measurements to be obtained include:
- iv) Review and comment on detailed medical histories
- v) Tests, examination procedures and laboratory testing to be conducted, recorded and submitted for review to include:
 - a) Vision:
 - (i) Visual Acuity, distant and near, with and without correction
 - (ii) Peripheral vision (up to 120 degrees in each eye may be requested)
 - (iii) Color Vision with Ishihara Plates (14 plates)
 - b) Audiometric Testing:
 - (i) Audiograms shall be performed in an ANSI approved "soundproof" booth (ANSI S3.1-1977) with equipment calibrated to ANSI standards (ANSI S3.6-1973).
 - (ii) Hearing Activity test shall be administered by an otolaryngologist, audiologist, or certified audiometric technician, which meets the requirements outlined in 29 CFR 1910.95
 - (iii) Hearing assessed in each ear at each of the following frequencies: 500 Hz, 1000 Hz, 2000 Hz, 3000 Hz, 4000 Hz, 6000 Hz, and 8000 Hz.
 - (iv) Results shall be corrected for age as permitted by OSHA.

- (v) Baseline audiometry is performed in accordance with 29 CFR 1910.95, "Occupational Noise Exposure." The basics of this standard include the following:
 - (vi) The first audiogram done (for members this will probably be done during their pre-placement exam) becomes the baseline audiogram.
 - (vii) If subsequent audiograms are better than the baseline, then the best one becomes the baseline.
 - (viii) All audiograms shall be done with no exposure to industrial noise for 14 hours.

- c) Chest X-Rays:
 - (i) Chest X-Ray (AP and Lateral views)

- d) Cardiology:
 - (i) Resting 12-Lead Electrocardiogram
 - (ii) Exercise Stress Testing as requested by both the Fire and Police Department
 - (iii) Bruce Protocol with exercise for at least nine (9) minutes and thirty (30) seconds, at minimum, for candidates and incumbents as requested;
 - (iv) To at least 12 METS for fire fighters
 - (v) To at least 13 METS for Bomb & Arson, SWAT, Marine Unit, and persons over 40 years of age.

- e) Pulmonary:
 - (i) For the Chicago Fire Department, the scope of this examination is to find out whether an employee can perform the essential duties of a firefighter/EMT that include the use of personal protective apparatus and self-contained breathing apparatus (SCBA) during periods of extreme physical exertion. This examination shall include a respirator medical evaluation questionnaire (compliant with OSHA 1910.134), a comprehensive physical examination and spirometry. A chest x-ray will be performed if required by the Chicago Fire Department.
 - (ii) Comprehensive Pulmonary Function Studies (spirometry and volumetric) with Flow Volume Loop Curve.
 - (iii) Pulmonary function testing (spirometry) shall include measurements of forced vital capacity (FVC), forced expiratory volume in 1 second (FEV1), and the absolute FEV1/FVC ratio.

- f) Orthopedic Examination:
 - (i) Full range of motion assessment including:
Flexion, extension, rotation, abduction, adduction, and rotation of all extremities and major joints (fingers, hands, wrists, elbows, shoulders, hips, ankles, and feet)

- g) Silica Dust Examination
Silica dust examinations shall be performed in accordance with OSHA CFR 1926.1153(h) and shall consist of:

- (i) Medical and work history, with emphasis on: past, present, and anticipated exposure to respirable crystalline silica, dust, and other agents affecting the respiratory system; any history of respiratory system dysfunction, including signs and symptoms of respiratory disease (e.g., shortness of breath, cough, wheezing); history of tuberculosis; and smoking status and history
- (ii) Physical examination with special emphasis on the respiratory system
- (iii) Chest X-ray (a single posteroanterior radiographic projection or radiograph of the chest at full inspiration recorded on either film (no less than 14 x 17 inches and no more than 16 x 17 inches) or digital radiography systems), interpreted and classified according to the International Labour Office (ILO) International Classification of Radiographs of Pneumoconioses by a NIOSH-certified B Reader
- (iv) Pulmonary function test to include forced vital capacity (FVC) and forced expiratory volume in one second (FEV₁) and FEV₁/FVC ratio, administered by a spirometry technician with a current certificate from a NIOSH-approved spirometry course
- (v) Testing for latent tuberculosis infection

The contractor shall explain to the employee the results of the medical examination and provide each employee with a written medical report within 30 days of each medical examination performed. The written report shall contain:

- (i) A statement indicating the results of the medical examination, including any medical condition(s) that would place the employee at increased risk of material impairment to health from exposure to respirable crystalline silica and any medical conditions that require further evaluation or treatment
- (ii) Any recommended limitations on the employee's use of respirators
- (iii) A statement that the employee should be examined by a specialist if the chest X-ray is classified as 1/0 or higher by the B Reader, or if referral to a specialist is otherwise deemed appropriate by the contractor

The contractor shall provide the City of Chicago a written medical opinion within 30 days of the medical examination. The written opinion shall contain only the following:

- (i) The date of the examination
- (ii) A statement that the examination has met the requirements of this section
- (iii) Any recommended limitations on the employee's use of respirators

- (iv) If the employee provides written authorization, the written opinion shall also contain either or both of the following:
 - a. Any recommended limitations on the employee's exposure to respirable crystalline silica
 - b. A statement that the employee should be examined by a specialist if the chest X-ray is classified as 1/0 or higher by the B Reader, or if referral to a specialist is otherwise deemed appropriate by the contractor.

- h) In addition to the components of the Comprehensive Medical/Physical Examination described above, City Departments may request and authorize any of the following additional services.
 - (i) Hepatitis B (3-Dose Vaccination Series)
 - (ii) Hepatitis A Vaccination
 - (iii) Rapid Plasma Reagin (RPR) test
 - (iv) HIV Antibody Test with confirmation of positive results
 - (v) Sickle-Cell Disease/Trait Sickledex, when applicable and confirmation by HGB Electrophoresis on all positive tests
 - (vi) Capability to perform specialized testing when requested (e.g. Blood Alcohol, Ferritin, Lithium, Sedimentation Rate, Thyroid, Tegretol and Depakote) blood levels.
 - (vii) Blood Lead/ZPP testing
 - (viii) TB skin Test: PPD, with follow-up reading
 - (ix) Flu Immunization
 - (x) Tetanus Vaccination
 - (xi) Hepatitis B Antigen
 - (xii) RBC and plasma Cholinesterase
 - (xiii) Serum PCB
 - (xiv) Blood Type
 - (xv) Hepatitis C Antibody Test
 - (xvi) Hemoglobin A1c
 - (xvii) HCG Urine

7. Overall Requirements (CFD / CPD / DHR)

- a. Laboratory Testing:
 - i) The Contractor's laboratory, or subcontracted laboratory, must have the manpower and equipment to perform the prescribed testing in a competent manner in order to enable the Contractor to submit the entire packet with results of the Comprehensive Medical/Physical Examinations to DHR or the Medical Director of the Fire Department or the Medical Section Commanding Officer for the Chicago Police Department within fourteen (14) calendar days of the date the examination was given.

- ii) The respondent shall collect all the necessary specimens and furnish all supplies and manpower necessary to collect and submit the specimens to the laboratory on a daily basis (blood, urine, pap).
- b. Laboratory tests shall include the following:
 - i) Complete Blood Count (CBC) with differential, RBC indices and morphology, and platelet count
 - ii) Comprehensive Metabolic Panel [Electrolytes (Na, K, Cl, HCO₃, or CO₂), Serum Glucose, Calcium, Phosphorus, Renal function (BUN, creatinine), Serum Calcium, Liver function tests (ALT, AST, direct and indirect bilirubin, total protein, albumin, GGT, alkaline phosphatase) Lipid Panel [Total cholesterol, HDL, LDL, clinically useful lipid ratios (e.g., percent LDL), and triglycerides]
 - iii) Lactate Dehydrogenase (LDH)
 - iv) Hepatitis B surface antibody (titer amount)
 - v) Urinalysis:
 - (i) Dipstick test for glucose, ketones, leukocyte esterase, protein, blood, and bilirubin
 - (ii) Complete urinalysis, including microscopic by "Clean Catch" procedure
 - vi) Fecal occult blood test (as directed)
 - vii) Female exam to include:
 - (i) HCG Serum (as directed)
 - (ii) Pap smear (as directed)
- c. Services relative to laboratory testing are to include the following at no additional charge:
 - i) All supplies necessary to collect and submit clinical specimens are provided by the contracted laboratory
 - ii) All supplies necessary to collect and store blood samples, vials, needles, etc.

8. Reporting (CFD / CPD / DHR)

- a. Contractor must provide the City with the ability to view test results via (1) secure internet site; (2) auto-fax; and (3) email.
- b. Contractor shall submit reports regarding Examinations in the format directed by the using department (DHR/CFD/CPD) Contractor shall familiarize themselves with the forms, content and format of information provided by and to the City.
- c. The Contractor and/or Contractor's MRO will not contact employees related to any tests or exams. All results will be supplied to the respective requesting departments (DHR/CFD/CPD).
- d. On a quarterly basis, Contractor's MRO shall complete a quality assurance log after reviewing a 5% random sampling of negative drug results and monitored for accuracy of process and reporting. The MRO must review 100% of positive drug tests, for the departments that use the Contractor's MRO.

- e. The quality assurance log must be reviewed by the operations director for appropriate follow-up. The quality assurance log must be sent to the using department (DHR/CFD/CPD) on a quarterly basis.
- f. Contractor shall submit reports regarding Examinations in the format directed by each participating department. Contractor shall familiarize itself with the forms, content and format of information provided by and to the City.

9. Expected Service Levels (CFD / CPD / DHR)

- a. All applicants and employees sent to Contractor testing facilities for physicals or drug and alcohol testing shall experience a wait time of thirty minutes or less. Contractor shall submit monthly reports demonstrating compliance with this section.
- b. The Contractor must be able to accommodate requests for individual physical examinations within three (3) business days-notice.
- c. The Contractor must be able to accommodate the request for groups of approximately 20-200 clients during periods of recruitment/hiring with one (1) week's prior notice in an emergency situation. Normal lead time will be approximately two to three weeks.
- d. Contractor must establish drug test result downloads with the City's testing laboratory. All negative test results must be reported to the using department (DHR/CFD/CPD) within 48 hours (upon receipt of specimen at lab), and all positive test results with confirmation must be reported immediately to the designated reporting contact for each department.
- e. Error rates on drug and alcohol screening results must be at least 99% accurate measured on a monthly basis.

10. Warranty to City

Contractor will:

- a. Monitor any changes to federal drug and alcohol testing laws as such laws pertain to the Services to be provided under this Agreement and report such changes to the City prior to the effective date of such law.
- b. Monitor any enforcement actions, guidance and advisory opinions that relate to the Services to be provided under this Agreement and report any applicable information to the City.
- c. Assist the City in developing a plan to comply with any changes in laws, including new interpretation of such laws. Such plan may include the implementation of new policies and procedures, training programs, etc.
- d. Maintain compliance with the most current federal regulations pertaining to the services rendered.

C. Expert Witness Testimony (DHR/CFD/CPD)

The qualifications and training records of all persons collecting the samples for which testimony is requested, shall be made available on each occasion testimony is requested. Witnesses shall be able to provide evidence on the validity and reliability of the procedures used to collect the samples, including chain of custody, transportation and records.

If necessary, the pertinent staff member of Contractor must be available to provide expert testimony at court proceedings and administrative hearings and proceedings, relative to the methodology employed for testing and handling of specimens. Such staff members have sufficient experience in testifying and must have been established as an expert witness based upon this experience and credentials.

In the event that the City faces a legal challenge in the future regarding the Services specified herein, the results of the collection, testing, and test results or evaluations, or the methodology employed therefore, members of Contractor's staff will be available to serve in expert witness or other relevant capacity to assist the City in defending against the challenge. Such Services shall be provided at the unit prices quoted on Exhibit 2, Schedule of Compensation. Notwithstanding the foregoing, nothing in this Section negates Contractor's obligations with respect to Contractor's indemnification obligations in the Agreement.

Travel Expenses will be compensated according to City of Chicago Travel Guide Lines.

Contractor must make its personnel available as requested to provide testimony in support of any administrative and/or judicial/court action or other proceedings.

The Contractor shall provide any documentation necessary to support the testimony of the witness(es).

1. Witness/Expert Witness Availability

- a. Contractor must make laboratory personnel and the Certifying Toxicologist/Scientist available to testify at administrative hearings. Laboratory personnel may include technicians involved in the EMIT or GCMS testing of a specimen and/or any personnel involved in the chain of custody.
- b. Contractor must provide a litigation packet when requested by the City. The litigation packet includes documents to be utilized by the testifying expert (Certifying Toxicologist) and include a certified report (quantified) containing the test results and chain of custody documents.

D. Additional Requirements

1. Administrative Applicant Processing:

- a. The Contractor will be responsible for applicant processing which will include, but not be limited to, the following:
 - i) Review of applicant's medical records
 - ii) Scheduling of orthopedic, ophthalmology and audiology referrals (One time only) (as directed)

- iii) Review of applicant's current medical records specifically for determining candidates requiring recommendations for follow-up with their personal physicians (as directed)
- iv) Sending letters to all candidates with any abnormal test result found by the Respondent (as directed)
- v) Documentation and reporting of process
 - a) Total Cost for the above Comprehensive Medical/Physical Examinations and laboratory testing will include Items 1 through 4 (1.02).

EXHIBIT 2

COMPANY PROFILE INFORMATION

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

- (1) Legal Name of Firm: _____
- (2) Doing Business under Other Company Name?
If yes, Name of Company: _____
- (3) Headquarters Address: _____
- (4) City, State, Zip Code: _____
- (5) Web Site Address: _____
- (6) Proposed Role: Prime Subcontractor/ Joint Venture Partner
 Supplier or Other: _____
- (7) Number of Years in Business: _____
- (8) Total Number of Employees: _____
- (9) Total Annual Revenues separated by last 3 full fiscal years: _____
- (10) Major Products and/or Comprehensive Medical/Physical Exams and Drug Testing/Lab Services Offered:

- (11) Other Products and/or Services:

- (12) Briefly describe your firm's approach to conducting Comprehensive Medical/Physical Exams and Drug Testing/Lab Services for a client:

- (13) Briefly describe your firm's demonstrated experience implementing Comprehensive Medical/Physical Exams and Drug Testing/Lab Services:

EXHIBIT 3

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

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

- (1) Client Name: _____
- (2) Address: _____
- (3) City, State, Zip Code: _____
- (4) Project Manager: _____
- (5) Telephone Number: _____
- (6) E-mail: _____
- (7) Number of Employees in Client Organization: _____
Number of Employees dedicated to this project: _____
- (8) Project Scope of Services/Goals:

- (9) Contract Award Date: _____ Cutover Date: _____
- (10) Initial Contract Amount: \$ _____ Final Contract Amount: \$ _____

(11) Describe how the Comprehensive Medical/Physical Exams and Drug Testing/Lab Services goals were met. What was the outcome of the project? Attach additional pages, as necessary.

(12) Discuss significant obstacles to implementation and how those obstacles were overcome:

(13) Is the client still utilizing your company's Comprehensive Medical/Physical Exams and Drug Testing/Lab Services?

(14) What was the cost structure of the contract?

**EXHIBIT 4
COMPENSATION SCHEDULE**

The complete contract pricing structure/breakdown will be provided by the Contractor using the Matrix below. The Contractor's pricing provided at time of proposal will be used for Cost Comparison.

Note: A complete range of drug tests and services including, but not limited to the below is being requested.

**Matrix for Cost Comparison only
Complete Detail of Services and Costs will be
required and used in Award**

Drug and Alcohol Screening - The Contractor is required, at a minimum, to provide pricing for the following tests.

| Line Number | Test | Estimated Quantities | | | | Unit of Measure | Cost Per Test | Extended Price |
|-------------|--|----------------------|--------|--------|-------|-----------------|---------------|----------------|
| | | DHR | CFD | CPD | Total | | | |
| 1. | Amphetamines Amphetamine Methamphetamine | N/A | 40,000 | 50,000 | | Each | \$ | \$ |
| 2 | Barbiturates Amobarbital Butalbital Pentobarbital Phenobarbital Secobarbital | N/A | 40,000 | 50,000 | | Each | \$ | \$ |
| 3 | Benzodiazepines Alprazolam Metabolite Oxazepam | N/A | 40,000 | 50,000 | | Each | \$ | \$ |
| 4 | Cocaine Metabolites | N/A | 40,000 | 50,000 | | Each | \$ | \$ |
| 5 | Marijuana Metabolites | N/A | 40,000 | 50,000 | | Each | \$ | \$ |
| 6 | <i>MDA-Analogues (Ecstasy)</i> <i>MDA (Methylenedioxy- Amphetamine)</i> <i>MDMA (Methyenedioxy- Methamphetamine)</i> | N/A | 40,000 | 50,000 | | Each | \$ | \$ |

Drug and Alcohol Screening- The Contractor is required, at a minimum, to provide pricing for the following tests.

| Line Number | Test | Estimated Quantities | | | | Unit of Measure | Cost Per Test | Extended Price |
|-------------|--|--------------------------------|--------|--------|--------|-----------------|---------------|----------------|
| | | DHR | CFD | CPD | Total | | | |
| | | (Estimated 5- year quantities) | | | | | | |
| 7 | Methadone | N/A | 40,000 | 50,000 | 90,000 | Each | \$ | \$ |
| 8 | Opiates Morphine Codeine Hydromorphone Hydrocodone | N/A | 40,000 | 50,000 | 90,000 | Each | \$ | \$ |
| 9 | Oxycodones Oxymorphone Oxycodone | N/A | 40,000 | 50,000 | 90,000 | Each | \$ | \$ |
| 10 | Phencyclidine | N/A | 0 | 50,000 | 50,000 | Each | \$ | \$ |
| 11 | Propoxyphene | N/A | 0 | 50,000 | 50,000 | Each | \$ | \$ |
| 12 | Anabolic Steroids | N/A | 0 | 50,000 | 50,000 | Each | \$ | \$ |
| 13 | DOT Drug Test Panel | 7,000 | | | 7,000 | | | |
| 14 | 10-Panel Drug Test | 6,750 | | | 6,750 | | | |

Comprehensive Medical Physical Exams

| Line Number | Description | Estimated Quantity | Unit of Measure | Unit Price | Extended Price |
|-------------|---|--------------------|-----------------|------------|----------------|
| 1 | MEDICAL (PHYSICAL) EXAMINATION SERVICES, COMPREHENSIVE. THIS SERVICE - MALE, (POLICE DEPARTMENT). | 2200 | Each | \$ | \$ |
| 2 | MEDICAL (PHYSICAL) EXAMINATION SERVICES, COMPREHENSIVE. THIS SERVICE - FEMALE, (POLICE DEPARTMENT). | 485 | Each | \$ | \$ |
| 3 | MEDICAL (PHYSICAL) EXAMINATION SERVICES, COMPREHENSIVE. THIS SERVICE - MALE, (FIRE DEPARTMENT) | 894 | Each | \$ | \$ |
| 4 | MEDICAL (PHYSICAL) EXAMINATION SERVICES, COMPREHENSIVE. THIS SERVICE - FEMALE, (FIRE DEPARTMENT) | 117 | Each | \$ | \$ |
| 5 | THERAPY, PHYSICAL - FUNCTIONAL CAPACITY EVALUATION, 8 HOURS | 6 | Each | \$ | \$ |

RFP FOR COMPREHENSIVE MEDICAL/PHYSICAL EXAMS AND DRUG TESTING/LAB SERVICES
Specification Number: 399910

| Line Number | Description | Estimated Quantity | Unit of Measure | Unit Price | Extended Price |
|-------------|--|--------------------|-----------------|------------|----------------|
| 6 | MEDICAL PHYSICAL EXAMINATIONS - MEDICAL PHYSICAL EXAM BY PHYSICIAN (NON-COMPREHENSIVE). TO INCLUDE THE FOLLOWING TEST FOR DOT (CDL) COMMERCIAL DRIVERS. URINE COLLECTION FOR DRUG DETECTION (SPLIT SAMPLE) FOLLOWING ALL CH TESTS, MEDICAL - URINE COLLECTION FOR DRUG DETECTION, SPLIT SAMPLE | 7650 | Each | \$ | \$ |
| 7 | MEDICAL PHYSICAL EXAMINATIONS - STRESS TEST (MALE OR FEMALE) 9 MIN. 30 SEC. FOR STRESS TEST FOR FIRE DEPT. | 9 | Each | \$ | \$ |
| 8 | BLOOD TESTING SERVICES. THESE SERVICES SHALL INCLUDE ALL TESTING, - SICKLE CELL/TRAIT SICKLEDEX/ CONFIRMATION ON ALL POSITIVE TESTS BY HGB ELECTROPHORESIS. | 236 | Each | \$ | \$ |
| 9 | BLOOD TESTING SERVICES - HEPATITIS, 3 DOSE VACCINATION SERIES, SERVICE TO INCLUDE TESTING, REPEAT TESTING, TEST RESULTS, EVALUATIONS & REPORTS. | 202 | Each | \$ | \$ |

RFP FOR COMPREHENSIVE MEDICAL/PHYSICAL EXAMS AND DRUG TESTING/LAB SERVICES
Specification Number: 399910

| Line Number | Description | Estimated Quantity | Unit of Measure | Unit Price | Extended Price |
|-------------|--|--------------------|-----------------|------------|----------------|
| 10 | TESTS, CLINICAL LABORATORY, DRUG SCREENING - LEAD ZPP TESTING | 325 | Each | \$ | \$ |
| 11 | MEDICAL SERVICES, PHYSICAL EXAMINATIONS - TUBERCULOSIS SKIN TESTING PPD AND FOLLOW-UP READING PPD | 200 | Each | \$ | \$ |
| 12 | TESTS, MEDICAL - HEPATITIS B SURFACE ANTIBODY | 1 | Each | \$ | \$ |
| 13 | MEDICAL(PHYSICAL) EXAMINATION SERVICES-COMPREHENSIVE, THIS SERVICE - MALE (FIRE AND POLICE DEPARTMENT) W/STRESS TEST | 3230 | Each | \$ | \$ |
| 14 | BREATH ALCOHOL TEST | 103000 | Each | \$ | \$ |
| 15 | NURSING SERVICES - ON-SITE NURSE FEE, PER NURSE | 425 | Each | \$ | \$ |
| 16 | MEDICAL PHYSICAL EXAMINATIONS - SPIROMETRY WITH PULMONOLOGIST INTERPRETATION | 9 | Each | \$ | \$ |

RFP FOR COMPREHENSIVE MEDICAL/PHYSICAL EXAMS AND DRUG TESTING/LAB SERVICES
Specification Number: 399910

| Line Number | Description | Estimated Quantity | Unit of Measure | Unit Price | Extended Price |
|-------------|---|--------------------|-----------------|------------|----------------|
| 17 | MEDICAL PHYSICAL EXAMINATIONS - VOLUNTARY/MANDATORY, POLICE DEPT, INCL: AUDIOGRAM, BODY FAT COMPOSITION W/HEIGHT, WEIGHT & BLOOD PRESSURE, CBC W/DIFFERENTIAL, CHEMESTRY PANEL 36 & HDL/CHOLESTEROL, PHYSICAL EXAM, URINALYSIS, VISION, EKG | 117 | Each | \$ | \$ |
| 18 | MEDICAL PHYSICAL EXAMINATIONS - HELICOPTER PILOTS - FAA CERTIFIED | 2875 | Each | \$ | \$ |
| 19 | MEDICAL PHYSICAL EXAMINATIONS - STRESS TEST WITH PFT / (MALE OR FEMALE) 9 MIN. 30 SEC. | 798 | Each | \$ | \$ |
| 20 | MEDICAL PHYSICAL EXAMINATIONS - STRESS TEST WITH PFT / (MALE OR FEMALE) 12 MIN. | 500 | Each | \$ | \$ |
| 21 | DOCTOR, PROFESSIONAL SERVICES - CONSULTING SERVICES | 10000 | Each | \$ | \$ |
| 22 | MEDICAL PHYSICAL EXAMINATIONS - MEDICAL PHYSICAL EXAM BY PHYSICIAN (NON-COMPREHENSIVE) | 3265 | Each | \$ | \$ |

RFP FOR COMPREHENSIVE MEDICAL/PHYSICAL EXAMS AND DRUG TESTING/LAB SERVICES
Specification Number: 399910

| Line Item | Description | Estimated Quantity | Unit of Measure | Unit Price | Extended Price |
|-----------|---|--------------------|-----------------|------------|----------------|
| 23 | MEDICAL PHYSICAL EXAMINATIONS - MEDICAL PHYSICAL EXAM BY PHYSICIAN (NON-COMPREHENSIVE). TO INCLUDE THE FOLLOWING TEST FOR DOT (CDL) COMMERCIAL DRIVERS. URINE COLLECTION FOR DRUG DETECTION (SPLIT SAMPLE) FOLLOWING ALL CH | 1420 | Each | \$ | \$ |
| 24 | MEDICAL SERVICES, PHYSICAL EXAMINATIONS - TUBERCULOSIS SKIN TESTING PPD AND FOLLOW-UP READING PPD | 132 | Each | \$ | \$ |
| 25 | TESTIMONY, COURT OR ADMINISTRATIVE – PHYSICIAN | | Per Hour | \$ | \$ |
| 26 | VISION SCREENING | 5865 | Each | \$ | \$ |
| 27 | AFTER HOURS ON SITE GROUP DRUG SCREEN COLLECTION - 2 HOUR MINIMUM | 1600 | Each | \$ | \$ |
| 28 | MEDICAL PHYSICAL EXAMINATIONS - CHEST X-RAY WITH RADIOLOGIST INTERPRETATION | 31 | Each | \$ | \$ |
| 29 | BASIC MEDICAL/PHYSICAL EXAMINATIONS AND REVIEW OF MEDICAL QUESTIONNAIRE (NOT INCLUDING EKGS, CHEST X-RAYS OR SPIROMETRY) | 20000 | Each | \$ | \$ |

RFP FOR COMPREHENSIVE MEDICAL/PHYSICAL EXAMS AND DRUG TESTING/LAB SERVICES
Specification Number: 399910

| Line Number | Description | Estimated Quantity | Unit of Measure | Unit Price | Extended Price |
|-------------|---|--------------------|-----------------|------------|----------------|
| 30 | EXPERT WITNESS TESTIMONY | 225 | Per Hour | \$ | \$ |
| 31 | X-RAY SERVICES - BASELINE CHEST X-RAY | 46 | Each | \$ | \$ |
| 32 | TESTS, CLINICAL LABORATORY, DRUG SCREENING - DRUG SCREENING | 2927 | Each | \$ | \$ |
| 33 | MEDICAL PHYSICAL EXAMINATIONS - BASIC MEDICAL / PHYSICAL EXAMINATION AND REVIEW OF MEDICAL QUESTIONNAIRE (NOT INCLUDING EKGS, CHEST X-RAYS OR SPIROMETRY) | 334 | Each | \$ | \$ |
| 34 | HEPATITIS VACCINE - HEPATITIS B IMMUNIZATIONS | 191 | Each | \$ | \$ |
| 35 | BLOOD TESTING SERVICES - BASIC METABOLIC PANEL | 2196 | Each | \$ | \$ |
| 36 | BLOOD TESTING SERVICES – PSA | 24 | Each | \$ | \$ |
| 37 | TESTS, MEDICAL - URINE COLLECTION FOR DRUG DETECTION, SPLIT SAMPLE (NON-DOT) | 3451 | Each | \$ | \$ |


RFP FOR COMPREHENSIVE MEDICAL/PHYSICAL EXAMS AND DRUG TESTING/LAB SERVICES
Specification Number: 399910

| Line Number | Description | Estimated Quantity | Unit of Measure | Unit Price | Extended Price |
|-------------|---|--------------------|-----------------|------------|----------------|
| 38 | TESTS, CLINICAL LABORATORY, DRUG SCREENING - UNSCHEDULED EMERGENCY STAT DRUG SCREEN COLLECTION (FIRST HOUR ON-SITE) | 1739 | Each | \$ | \$ |
| 39 | TESTS, CLINICAL LABORATORY, DRUG SCREENING - SPLIT SPECIMEN DRUG ANALYSIS (B-BOTTLE) | 5 | Each | \$ | \$ |
| 40 | MEDICAL PHYSICAL EXAMINATIONS - BACK EVALUATION BY DOCTOR | 3500 | Each | \$ | \$ |
| 41 | MEDICAL PHYSICAL EXAMINATIONS - RESPIRATOR FIT TEST | 210 | Each | \$ | \$ |
| 42 | MEDICAL PHYSICAL EXAMINATIONS - RESPIRATOR CLEARANCE EXAM (INCLUDING PHYSICAL AND REVIEW OF MEDICAL QUESTIONNAIRE) | 389 | Each | \$ | \$ |

RFP FOR COMPREHENSIVE MEDICAL/PHYSICAL EXAMS AND DRUG TESTING/LAB SERVICES
Specification Number: 399910

| Line Number | Description | Estimated Quantity | Unit of Measure | Unit Price | Extended Price |
|-------------|---|--------------------|-----------------|------------|----------------|
| 43 | MEDICAL PHYSICAL EXAMINATIONS - RETURN TO WORK PHYSICAL / FITNESS FOR DUTY PHYSICAL | 12 | Each | \$ | \$ |
| 44 | MEDICAL PHYSICAL EXAMINATIONS - PFT / SPIROMETRY | 211 | Each | \$ | \$ |
| 45 | MEDICAL SERVICES (MISC.) ADMINISTRATION OF RANDOM DRUG TESTING | 31 | Per Hour | \$ | \$ |
| 46 | MEDICAL PHYSICAL EXAMINATIONS-SILICA DUST QUESTIONNAIRE AND PHYSICAL EXAMINATION | 50 | Each | \$ | \$ |
| 47 | MEDICAL PHYSICAL EXAMINATIONS-B READRE INTERPRETATION OF CHEST X-RAY | 50 | Each | \$ | \$ |

EXHIBIT 5

| | |
|--|---|
|  | <p>CITY OF CHICAGO Department of Procurement Services Shannon E. Andrews, Chief Procurement Officer</p> <p>121 North LaSalle Street, Room 806 Chicago, Illinois 60602-1284</p> <p>Fax: 312-744-0010</p> |
| <p>MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS</p> | |

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

1.1. Policy and Terms

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

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

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

| MBE Percentage | WBE Percentage |
|----------------|----------------|
| 0 % | 0 % |

(See Form "Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract" for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by any combination of the foregoing.

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

The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector contracts.

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

1.2. Definitions

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

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

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

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

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

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

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

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

"Contractor" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

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

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

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

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

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

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

"Minority Owned Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

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

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

"Women Owned Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

1.3. Joint Ventures

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

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
 - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 - iii. Each joint venture partner executes the bid to the City; and

- iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

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

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

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

c. **Schedule B: MBE/WBE Affidavit of Joint Venture**

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

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

1.4. Counting MBE/WBE Participation Toward the Contract Specific Goals

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

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Except as provided in MCC 2-92-525(b)(2), only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non-MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first-tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.

- ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
 - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE Contract-Specific Goals on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

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

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short-listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

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

1.5.1. Direct Participation

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

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - o Name, address, telephone number and email of MBE/WBE firms solicited;
 - o Date and time of contact;
 - o Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
 3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - o Project identification and location;
 - o Classification/commodity of work items for which quotations were sought;
 - o Date, item and location for acceptance of subcontractor bid proposals;
 - o Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - o Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE goals; and
 - not imposing any limiting conditions which were not mandatory for all subcontractors; and

- providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date; and
- documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

OR

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - The City's estimate for the work under a specific subcontract;
 - The bidder's own estimate for the work under the subcontract;
 - An average of the bona fide prices quoted for the subcontract;
 - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or another firm.

1.5.2. Assist Agency Participation in waiver/reduction requests

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

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

1.5.3. Impracticability

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

The requirements set forth in these Regulations (this subsection 6.5., "Regulations Governing Reductions to or Waiver of MBE/WBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

1.6. Procedure to Determine Bid Compliance

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

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

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

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

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of

Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

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

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 6.3, "Joint Ventures" above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

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

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 6.5, "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

(5) Application for Approval of Mentor Protégé Agreement

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

1.7. Reporting Requirements During the Term of the Contract

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

- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero-dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first-tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web-based reporting system, can be found at: <https://chicago.mwdbe.com>
- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

1.8. Changes to Compliance Plan

1.8.1. Permissible Basis for Change Required

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

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

1. Unavailability after receipt of reasonable notice to proceed;

2. Failure of performance;
3. Financial incapacity;
4. Refusal by the subcontractor to honor the bid or proposal price or scope;
5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
6. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
7. The subcontractor's withdrawal of its bid or proposal; or
8. De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
9. Termination of a Mentor Protégé Agreement.

1.8.2. Procedure for Requesting Approval

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

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

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

1.9. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

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

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

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

In the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

1.10. Arbitration

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third-party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

1.11. Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

1.12. Attachments and Schedules

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

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

Attachment A –Assist Agency List (Rev. Sept 2016)

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

**Prime Contractors should contact with subcontracting opportunities to connect certified firms.*

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| <p>51st Street Business Association * 220 E. 51st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: the51ststreetbusinessassociation@yahoo.com Web: www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p> | <p>Association of Asian Construction Enterprises * 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2358 Email: nakmancorp@aol.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p> |
| <p>Austin African American Business Networking Assoc. 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: aaabna@yahoo.com Web: www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes</p> | <p>Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: valerie@blackcontractorsunited.com Web: www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p> |
| <p>LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: grodriguez@lgbtcc.com Web: www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p> | <p>Chatham Business Association Small Business Dev. * 800 E. 78th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p> |
| <p>Chicago Minority Supplier Development Council Inc. * 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p> | <p>Chicago Urban League * 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: sbrinston@thechicagourbanleague.org Web: www.cul-chicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p> |
| <p>Chicago Women in Trades (CWIT) 2444 W. 16th Street Chicago, IL 60608 Phone: 773-942-1444 Fax: 312-942-1599 Email: jvellinga@cwit2.org Web: www.chicagowomenintrades2.org Maintains list of certified firms: No Provides training for businesses: Yes</p> | <p>Contractor Advisors Business Development Corp. * 1507 E. 53rd Street, Suite 906 Chicago, IL 60615 Phone: 312-436-0301 Email: info@contractoradvisors.us Web: www.contractoradvisors.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p> |

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| <p>Do For Self Community Development Co. * 7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: dennisdoforself@hotmail.com Web: www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes</p> | <p>Far South Community Development Corporation 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: lacy@farsouth.org Web: www.farsouthcdc.org Maintains list of certified firms: No Provides training for businesses: Yes</p> |
| <p>Federation of Women Contractors * 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: fwcchicago@aol.com Web: www.fwcchicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p> | <p>Greater Englewood Community Development Corp. * 815 W. 63rd Street Chicago, IL 60621 Phone: 773-651-2400 Fax: 773-651-2400 Email: jharbin@greaterenglewoodcdc.org Web: www.greaterenglewoodcdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p> |
| <p>Greater Pilsen Economic Development Assoc. * 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: greaterpilsen@gmail.com Web: www.greaterpilsen.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p> | <p>Greater Far South Halsted Chamber of Commerce * 10615 S. Halsted Street Chicago, IL 60628 Phone: 518-556-1641 Fax: 773-941-4019 Email: halstedchamberevents@gmail.com Web: www.greaterfarsouthhalstedchamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p> |
| <p>Hispanic American Construction Industry Association (HACIA) * 650 W. Lake St., Unit 415 Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: jperez@haciaworks.org Web: www.haciaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p> | <p>Illinois Hispanic Chamber of Commerce * 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Email: aalcantar@ihccbbusiness.net Web: www.ihccbbusiness.net Maintains list of certified firms: Yes Provides training for businesses: Yes</p> |
| <p>Illinois State Black Chamber of Commerce * 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 Phone: 309-740-4430 / 773-294-8038 Fax: 309-672-1379 Email: LarryIvory@IllinoisBlackChamber.org / vqilb66709@yahoo.com www.illinoisblackchamberofcommerce.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p> | <p>Latin American Chamber of Commerce * 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: d.lorenzopadron@LACCUSA.com Web: www.LACCUSA.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p> |
| <p>National Association of Women Business Owners * 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: wjaehn@nawbochicago.org Web: www.nawbochicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p> | <p>National Organization of Minority Engineers (NOME) * 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: grandevents1@sbcglobal.net Web: www.nomeonline.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p> |

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| <p>Rainbow/PUSH Coalition * 930 E. 50th Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: No</p> | <p>South Shore Chamber, Inc. * 1750 E. 71st Street, Suite 208 Chicago, IL 60649-2000 Phone: 773-955- 9508 Email: twertz@southshorechamberinc.org Web: www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p> |
| <p>The Monroe Foundation 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: omonroe@themonroefoundation.org Web: www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes</p> | <p>US Minority Contractors Association, Inc. * 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-708-1597 Fax: 847-382-1787 Email: admin@usminoritycontractors.org Web: USMinorityContractors.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p> |
| <p>Women's Business Development Center * 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p> | <p>Women Construction Owners & Executives (WCOE) * Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: mkm@mkmservices.com Web: www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No</p> |
| <p>Your Community Consultants Foundation 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: allen81354@aol.com Maintains list of certified firms: No Provides training for businesses: Yes</p> | |

**ATTACHMENT B
(On Bidder/Proposer's Letterhead)**

RETURN RECEIPT REQUESTED

(Date)

Re: Specification 399910

Description: COMPREHENSIVE MEDICAL/PHYSICAL EXAMS AND DRUG TESTING/LAB SERVICES

(Assist Agency Name and Address)

Dear _____:

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

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

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

_____ at _____
Name of Company Representative
Address/phone

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

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

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

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

Sincerely,

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

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

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I. Name of joint venture: _____
Address of joint venture: _____

Phone number of joint venture: _____

II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

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

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

VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
 MBE/WBE ownership percentage(s) _____
 Non-MBE/WBE ownership percentage(s) _____

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

1. Profit and loss sharing: _____
2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____
 - (b) Dollar amounts of anticipated on-going contributions: _____

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

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

5. Provide copies of all written agreements between ventures concerning this project.
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

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

- A. Joint venture checks signing:

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

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

- D. Acquisition of lines of credit:

- E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering _____

VIII. Financial Controls of joint venture:

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

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

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

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

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

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

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

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

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

C. Which venturer will be responsible for the preparation of joint venture payrolls:

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

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

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

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

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

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

_____ ,
(names of affiants)

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

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

 Signature of Notary Public

My Commission Expires: _____

(SEAL)



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

**FOR
 NON-CONSTRUCTION
 PROJECTS ONLY**

Project Name: _____

Specification No: _____

From: _____
 (Name of MBE/WBE Firm)

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

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

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

 (Name/Title-Please Print)

 (Email & Phone Number)



**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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

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

Project Name: _____

Specification No: _____

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

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

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

I. Direct Participation of MBE/WBE Firms:

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

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

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

1. Name of MBE/WBE:

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation; \$ _____

Percentage of Participation % _____

2. Name of MBE/WBE:

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation; \$ _____

Percentage of Participation % _____

3. Name of MBE/WBE:

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation; \$ _____

Percentage of Participation % _____

4. Name of MBE/WBE:

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation; \$ _____

Percentage of Participation % _____

5. Attach Additional Sheets as Needed

Indirect Participation of MBE/WBE Firms

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

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

1. Name of MBE/WBE:

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation; \$ _____

Percentage of Participation % _____

2. Name of MBE/WBE:

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation; \$ _____

Percentage of Participation % _____

3. Name of MBE/WBE:

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation; \$ _____

Percentage of Participation % _____

4. Name of MBE/WBE:

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation; \$ _____

Percentage of Participation % _____

5. Attach Additional Sheets as Needed

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

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

2. MBE Indirect Participation

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

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

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

2. WBE Indirect Participation

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

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

(Name- Please Print or Type)

(Phone)

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

(Name of Prime Contractor – Print or Type)

State of:

County of: ____

(Signature)

(Name/Title of Affiant – Print or Type)

(Date)

On this ____ day of _____, 20____, the above signed officer

(Name of Affiant)

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

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

(Notary Public Signature)

SEAL:

Commission Expires: _____

EXHIBIT 6

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

AND

ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

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

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE MEDICAL/PHYSICAL EXAMS AND DRUG TESTING/LAB SERVICES FOR THE CITY OF CHICAGO, SPECIFICATION NO. 399910, THE RESPONDENT SHALL SUBMIT 2 DOCUMENTS: 1) A **"CERTIFICATE OF FILING"** EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED **ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT** SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

1. ONLINE EDS FILING

1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE

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

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

1.2. ONLINE EDS WEB LINK

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

1.3. ONLINE EDS NUMBER

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

EDS Number: _____

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

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A,

Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. See Section 6.21, Required Contents of Proposal in the RFP. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

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

| | |
|--|--|
| | 1. Invitation number, if you were provided an invitation number. |
| | 2. EDS document from previous years, if available. |
| | 3. Email address to correspond with the Online EDS system. |
| | 4. Company Information: |
| | a. Legal Name |
| | b. FEIN/SSN |
| | c. City of Chicago Vendor Number, if available. |
| | d. Address and phone number information that you would like to appear on your EDS documents. |
| | e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company. |

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

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

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

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

- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
- _____ a. List of controlling parties (if applicable).

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

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

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: "Person" means a human being.

Q: Who must submit an EDS?

A. An EDS must be submitted in any of the following three circumstances:

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

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for ED's submission.

Q: I don't have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from

those sites by answering “Yes” to “Is this an existing City of Chicago user ID?” when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

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

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

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

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

Q: How do I complete an Online EDS?

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

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

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

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

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your RFP package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

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

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

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

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

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

Q: I have more questions. How can I contact the Department of Procurement Services?

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

Q: Can I save a partially complete EDS?

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

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

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

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

A: The following are minimum requirements to use the Online EDS:

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

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

ATTACHMENT A

ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. 399910 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) _____, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this response, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other respondent or prospective respondent or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.

COMPANY NAME: _____
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: _____

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

State of _____ (Affix Corporate Seal)

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Company Name)

Notary Public Signature: _____ (Seal)

EXHIBIT 7

CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE

Comprehensive Medical/Physical Exams and Drug Testing/Lab Services

A. INSURANCE TO BE PROVIDED

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

1) Workers Compensation and Employers Liability

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

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include endorsement CG 21 39 or equivalent),

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form 20 10 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

3) Automobile Liability (Primary and Umbrella)

Contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned,

leased, non-owned or hired used in the performance of the work or devices, both on and off City site (s). The City is to be named as an additional insured on a primary, non-contributory basis.

4) Excess/Umbrella

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

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

5) Property

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools supplies and City Parking Enforcement Devices) owned, rented or used by Contractor that are part of this Contract.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Contractor must furnish the City, Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of its obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

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

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

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

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

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

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

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

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

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

RFP FOR COMPREHENSIVE MEDICAL/PHYSICAL EXAMS AND DRUG TESTING/LAB SERVICES
Specification Number 399910

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

EXHIBIT 8

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

A. City-based Businesses (Chicago Business Preference)

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

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

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

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

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

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

B. Alternatively Powered Vehicles Proposal Incentive

i. Definitions for Alternatively Powered Vehicles Bid Incentive

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

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

"Alternatively powered vehicle" means a vehicle that:

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Eligibility for Alternatively Powered Vehicles Proposal Incentive

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

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

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

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

(c) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief

procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of no less than seven years after final acceptance of the work.

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

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

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

C. Veteran-Owned Small Local Business Enterprises and Eligible Joint Ventures

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

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

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

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

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

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

"Veteran-owned business enterprise" means an enterprise which: (1) is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of the stock of which is owned by one or more veterans, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more veterans; or (2) has been certified by the State of Illinois as a qualified service-disabled

veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57.

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

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

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 5% of the contract base price, in accordance with section 2-92-418 of the MCC, to any qualified bidder that is a veteran-owned small local business or an eligible joint venture.

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

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

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

D. Commitment Regarding Business Enterprises Owned by People with Disabilities (BEPD)

i. Policy and Terms

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

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

ii. Definitions

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

- (A) "Business Enterprises owned or operated by People with Disabilities" or "BEPD" has the same meaning ascribed to it in section 2-92-586.
- (B) "Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.
- (C) "Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

iii. Commitments

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

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

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

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

iv. Records and Reports

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

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof.

The Contractor and Subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

E. Incentive to Encourage MBE/WBE Utilization on No Stated Goals Contracts

This contract does not include stated goals for MBE/WBE participation. Nevertheless, by means of a bid preference pursuant to MCC 2-92-525, Respondents are encouraged to utilize MBE and WBE firms on the contract.

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

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

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

B. As further described below, the CPO will allocate to any qualified Respondent the following bid incentive for utilization of:

- (i) MBE or WBE subcontractors in the performance of the contract, or
- (ii) MBE or WBE firms other than as a subcontractor during the performance of the contract, this may include but is not limited to an MBE or WBE acting as prime contractor, or indirect participation by an MBE or WBE:

| MBE or WBE participation as a percentage of the estimated contract dollar amount | Bid Incentive, as a percentage of the Contract Base Bid |
|--|---|
| 5% | 0.75% |
| 10% | 1.00% |
| 15% | 1.25% |
| 20% | 1.50% |
| 25% | 1.75% |
| 30% | 2.00% |

C. For a Respondent to qualify for an incentive under B.(i), above, the MBE or WBE subcontractors that the Respondent utilizes must be certified by the City of Chicago or Cook County in the area of specialty in which they are used during the performance of the contract unless:

- (i) such MBE or WBE subcontractors are certified in at least one area of specialty; and
- (ii) the Respondent has entered into a written mentor-protégé agreement approved by the CPO with such MBE or WBE subcontractors to develop their capacity in becoming self-sufficient, competitive and profitable business enterprises.

D. For a Respondent to qualify for an incentive under B.(ii), above, the MBE or WBE firms that the Respondent utilizes (or Respondent, if Respondent is an MBE or WBE) must be certified by the City of Chicago or Cook County in the area of specialty in which they are used during the performance of the contract.

E. The contractor must maintain adequate records necessary to monitor compliance with its MBE and/or WBE utilization commitment and MCC 2-92-525 and must submit such reports as

required by the Chief Procurement Officer. Full access to the contractor's, subcontractors' and firms', if used during the performance of the contract, records shall be granted to the CPO, the Commissioner of the supervising department, the Inspector General, or any duly authorized representative thereof. The contractor, subcontractors and firms shall maintain all relevant records for a minimum of seven years after final acceptance of the work.

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

Respondents desiring to take advantage of the Bid Incentive to Encourage MBE/WBE Utilization must submit documentation with their bid of their commitment to utilize MBE and/or WBE firms, which will include submitting a "Respondents Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract" form and an MBE/WBE Compliance Plan as described in the *Special Conditions Regarding Minority Business Enterprise Commitment And Women Business Enterprise Commitment For Commodities Or Services* as if the contract provided goals for MBE/WBE participation equal to percentage of utilization Respondent commits to in order to take advantage of the bid incentive.

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

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

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

Combined MBE and WBE Percentage:

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

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

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

Respondent understands that it may be required to produce records to the Chief Procurement Officer to verify the information provided.

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

Name of Respondent: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____ County of _____

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

(Signature of Notary Public)

CITY-BASED BUSINESS AFFIDAVIT

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

- 1. Is Respondent a "City-Based Business" as defined in the "Local and Other Preferences" portion of this solicitation and in MCC 2-92-412?
() Yes () No
- 2. Does the Respondent report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago?
() Yes () No
- 3. Does the Respondent conduct meaningful day-to-day business operations at a facility within the City of Chicago?
() Yes () No
- 4. Street address of business location within the City of Chicago (P.O. address not accepted):

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

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

Respondent understands that it may be required to produce records to the Chief Procurement Officer to verify the information provided.

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

Name of Respondent: _____ (Print or Type)

Signature of Authorized Officer: _____ (Signature)

Title of Signatory: _____ (Print or Type)

State of _____

County of _____

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

(Signature of Notary Public)

(Seal)

INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES AFFIDAVIT

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

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

2. Street address of principal place of business: _____

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

Line 3(a): _____

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

Line 4(a): number of vehicles _____

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

_____ %

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

Line 5(a): number of vehicles _____

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

Respondent understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Respondent: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

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

(Signature of Notary Public)

(Seal)

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

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

1. Is bidder a "veteran-owned small local business" as defined in Exhibit 8 of this bid solicitation and in MCC 2-92-418?
() Yes () No If Yes, skip to #5 below.
2. Is bidder an "eligible joint venture" as defined in Exhibit 8 of this bid solicitation and in MCC 2-92-418?
() Yes () No
3. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-670?
() Yes () No
4. Is at least one member of the eligible joint venture a "veteran-owned business enterprise" as that term is defined in
MCC 2-92-670?
() Yes () No
5. Is the veteran-owned business identified in either #1 or #4 above certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57? If yes, please provide appropriate documentation.
() Yes () No
6. If the answer to # 5 above is no, is the veteran-owned business an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?
() Yes () No
7. If qualifying as a veteran-owned business under the requirements of #6 above, please list all owners, their percentage of ownership interest, and provide appropriate documentation demonstrating status as veteran, as that term is defined in MCC 2-92-418.

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

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

County: _____

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

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

Required Signature for All Applicants

Name of Veteran-Owned Business: _____

(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: _____

(Signature)

Title of Signatory: _____

(Print or Type)

Additional Required Signatures for Eligible Joint Venture Applicants

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

(Print or Type)

Name of SBE (for eligible joint ventures only): _____

(Print or Type)

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

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by

_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

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

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

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

1. Contract title: _____
Specification #: _____

2. The value of work performed by BEPD prime contractors or subcontractors (as defined in MCC 2-92-586 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?
() 2% to 5%-- 1% incentive () 6% to 9%-- 2% incentive
() 10% to 13%-- 3% incentive () 14% or greater-- 4% incentive

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

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

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

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

(Signature of Notary Public)
(Seal

EXHIBIT 9

DATA POLICY/DATA WITH CONTRACTOR

Data Protection Requirements for Contractors, Vendors and Third-Parties

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

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

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

1. Information Security. Contractor agrees to the following:
 - 1.1. General. Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.
 - 1.2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.
 - 1.3. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," available on the United States Department of Health and Human Services (HHS) website (<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>), or at Volume 74 of the Federal Register, beginning at page 42742. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.
 - 1.4. Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.
 - 1.5. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at http://www.cityofchicago.org/city/en/depts/doi/supp_info/initiatives_-_informationsecurity.html ("City Program"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of

Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.

- 1.6. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.
- 1.7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.
- 1.8. Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.
- 1.9. Audit Findings. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.
- 1.10. Demonstrate Compliance - PCI. No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 1.11. Demonstrate Compliance – HIPAA / HITECH. If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals."
- 1.12. Data Confidentiality. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.
- 1.13. Compliance with All Laws and Regulations. Contractor agrees that it will comply with all laws and regulations.
- 1.14. Limitation of Access. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.
- 1.15. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.

- 1.16. Safekeeping and Security. Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.
- 1.17. Mandatory Disclosure of Protected Information. If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 1.18. Data Breach. Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been breached and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.
- 1.19. Data Sanitization and Safe Disposal. All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.
- 1.20. End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.

EXHIBIT 10-CITY OF CHICAGO TRAVEL POLICY

https://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago_TravelGuidelines.pdf

EXHIBIT 11 – DAILY PICK-UP LOCATIONS

Daily Pick-up Locations

(the City may add to, remove or change the below locations during the contract period)

CPD Locations

Primary Location

Safety Headquarters

3510 S Michigan Ave

Secondary Location

1300 W Jackson

(Entrance on Wood St.)

EXHIBIT 12: DHR TITLES REQUIRING A PRE-EMPLOYMENT PHYSICAL EXAM

| TITLE CODE: | TITLE DESCRIPTION: |
|--------------------|--|
| 0330 | PARKING REVENUE SECURITY SUPVSR |
| 0413 | INQUIRY AIDE I |
| 0445 | LIBRARY CLERK |
| 0446 | LIBRARY CLERK-HOURLY |
| 0447 | SENIOR LIBRARY CLERK |
| 0448 | SENIOR LIBRARY CLERK-HOURLY |
| 0449 | HEAD LIBRARY CLERK |
| 0501 | LIBRARIAN I |
| 0503 | LIBRARIAN I-HOURLY |
| 0506 | LIBRARIAN II |
| 0539 | LIBRARY PAGE |
| 0573 | LIBRARY ASSOCIATE |
| 0574 | LIBRARIAN III |
| 0575 | LIBRARY ASSOCIATE - HOURLY |
| 0579 | LIBRARIAN IV |
| 0626 | TELECOMMUNICATIONS SPECIALIST |
| 0627 | SENIOR TELECOMMUNICATIONS SPECIALIST |
| 0633 | PRINCIPAL TELECOMMUNICATIONS SPECIALIST |
| 0654 | TELECOMMUNICATIONS SPECIALIST - PER AGREEMENT |
| 0656 | SENIOR TELECOMMUNICATIONS SPECIALIST - PER AGREEMENT |
| 0691 | REPROGRAPHICS TECHNICIAN IV |
| 0693 | REPROGRAPHICS TECHNICIAN II |
| 0694 | REPROGRAPHICS TECHNICIAN III |
| 0696 | REPROGRAPHICS TECHNICIAN I/C |
| 0715 | CURATOR OF EXHIBITS |
| 0901 | AUDIO-VISUAL SPECIALIST |
| 0902 | AUDIO EQUIPMENT TECHNICIAN |
| 0903 | AUDIO-VISION TESTER |
| 0904 | SUPERVISING AUDIO-VISION TESTER |
| 0911 | PRODUCTION ASST |
| 0919 | SUPERVISING PHOTOGRAPHIC TECHNICIAN |
| 0920 | PHOTOGRAPHIC TECHNICIAN |
| 0921 | SENIOR PHOTOGRAPHIC TECHNICIAN |
| 0925 | PHOTOGRAPHER |
| 0926 | TELEVISION PRODUCTION SPECIALIST |

| TITLE CODE: | TITLE DESCRIPTION: |
|--------------------|--|
| 0937 | SUPERVISING VIDEOGRAPHER |
| 0938 | SENIOR VIDEOGRAPHER |
| 1061 | WATER RATE TAKER |
| 1062 | WATER METER ASSESSOR |
| 1063 | SUPVSR OF WATER RATE TAKERS |
| 1811 | STOREKEEPER |
| 1813 | SENIOR STOREKEEPER |
| 1814 | COORD OF WAREHOUSE OPERATIONS |
| 1815 | PRINCIPAL STOREKEEPER |
| 1817 | HEAD STOREKEEPER |
| 1819 | CHIEF STOREKEEPER |
| 1850 | SUPVSR OF INVENTORY CONTROL I |
| 1860 | FOREMAN OF PIPE/SALVAGE YARDS |
| 2077 | SENIOR ENVIRONMENTAL INSPECTOR |
| 2135 | COOLING PLANT INSPECTOR |
| 2136 | SUPERVISING COOLING PLANT INSPECTOR |
| 2317 | WATER QUALITY INSPECTOR |
| 2318 | WATER QUALITY INSPECTOR I/C |
| 2377 | CHIEF SANITARIAN |
| 2381 | SANITARIAN II |
| 2382 | SANITARIAN I |
| 2383 | SUPERVISING SANITARIAN |
| 2391 | HEALTH CODE ENFORCEMENT INSPECTION ANALYST |
| 2490 | CONSUMER INVESTIGATOR I |
| 2491 | CONSUMER INVESTIGATOR II |
| 3005 | PERSONAL CARE ATTENDANT |
| 3006 | UNIT ASST |
| 3061 | TRAINING AGENT I |
| 3063 | TRAINING AGENT I - PER AGREEMENT |
| 3127 | MANAGER OF LABORATORY SERVICES |
| 3130 | LABORATORY TECHNICIAN |

| TITLE CODE: | TITLE DESCRIPTION: |
|--------------------|-----------------------------------|
| 3309 | VETERINARIAN - HOURLY |
| 3310 | VETERINARIAN |
| 3313 | SUPERVISING VETERINARIAN |
| 3482 | ANIMAL CONTROL OFFICER - HOURLY |
| 3483 | ANIMAL CARE CLERK - HOURLY |
| 3485 | ANIMAL SHELTER MANAGER |
| 3487 | SUPVSR OF ANIMAL CARE AIDES |
| 3489 | SUPERVISING VETERINARY ASSISTANT |
| 3491 | ANIMAL CONTROL INSPECTOR |
| 3492 | VETERINARY ASST |
| 3495 | SUPVSR OF ANIMAL CONTROL OFFICERS |
| 3496 | ANIMAL CONTROL OFFICER |
| 3497 | ANIMAL CARE AIDE II |
| 3498 | ANIMAL CARE CLERK |
| 3499 | ANIMAL CARE AIDE I |
| 4208 | SHIFT SUPVSR OF AVIATION SECURITY |
| 4209 | AVIATION SECURITY SERGEANT |
| 4210 | AVIATION SECURITY OFFICER |
| 4221 | CUSTODIAL WORKER - PART TIME |
| 4223 | CUSTODIAL WORKER |
| 4225 | FOREMAN OF CUSTODIAL WORKERS |
| 4238 | PROPERTY CUSTODIAN |
| 4239 | SUPERVISING PROPERTY CUSTODIAN |
| 4285 | WINDOW WASHER |
| 4301 | CARPENTER |
| 4303 | FOREMAN OF CARPENTERS |
| 4304 | GENERAL FOREMAN OF CARPENTERS |
| 4335 | GLAZIER |

| TITLE CODE: | TITLE DESCRIPTION: |
|--------------------|---|
| 4401 | BRICKLAYER |
| 4403 | SEWER BRICKLAYER |
| 4404 | FOREMAN OF SEWER BRICKLAYERS |
| 4405 | FOREMAN OF BRICKLAYERS |
| 4435 | CEMENT FINISHER |
| 4437 | FOREMAN OF CEMENT FINISHERS |
| 4460 | LATHER |
| 4505 | ASBESTOS WORKER |
| 4605 | AUTOMOTIVE PAINTER |
| 4634 | PAINTER |
| 4636 | FOREMAN OF PAINTERS |
| 4654 | SIGN PAINTER HELPER |
| 4656 | SIGN PAINTER |
| 4754 | PLUMBER |
| 4756 | FOREMAN OF PLUMBERS |
| 4765 | SPRINKLER FITTER |
| 4774 | STEAMFITTER |
| 4776 | FOREMAN OF STEAMFITTERS |
| 4804 | FOREMAN OF ARCHITECTURAL IRON WORKERS |
| 4805 | ARCHITECTURAL IRON WORKER |
| 4834 | BRIDGE AND STRUCTURAL IRON WORKER |
| 4836 | FOREMAN OF BRIDGE AND STRUCTURAL IRON WORKERS |
| 4855 | SHEET METAL WORKER |
| 4856 | FOREMAN OF SHEET METAL WORKERS |
| 5032 | ELECTRICAL MECHANIC (AUTO) - POLICE MOTOR MAINTENANCE |
| 5033 | ELECTRICAL MECHANIC (B) |
| 5034 | ELECTRICAL MECHANIC (AUTOMOTIVE) |
| 5035 | ELECTRICAL MECHANIC |
| 5036 | ELECTRICAL MECHANIC - SALARIED |
| 5040 | FOREMAN OF ELECTRICAL MECHANICS |
| 5061 | LAMP MAINTENANCE WORKER |
| 5063 | FOREMAN OF LAMP MAINTENANCE WORKERS |
| 5080 | LINEMAN – SALARIED |

| TITLE CODE: | TITLE DESCRIPTION: |
|--------------------|--|
| 5081 | LINEMAN |
| 5082 | LINEMAN HELPER |
| 5083 | FOREMAN OF LINEMEN |
| 5084 | FOREMAN OF LINEMEN - SALARIED |
| 5086 | STREET LIGHT REPAIR WORKER |
| 5087 | TRAFFIC SIGNAL REPAIRMAN |
| 5088 | FOREMAN OF STREET LIGHT REPAIRMEN |
| 5089 | FOREMAN OF TRAFFIC SIGNAL REPAIRMEN |
| 5742 | GRAPHIC ARTIST II |
| 5743 | GRAPHIC ARTIST III |
| 5755 | GRAPHIC ARTS SUPVSR |
| 6122 | SAFETY SPECIALIST |
| 6305 | SAFETY SPECIALIST |
| 6324 | SANITATION LABORER |
| 6326 | LABORER |
| 6329 | GENERAL LABORER-STREETS AND SANITATION |
| 6345 | PAINTER - TRTW |
| 6405 | REPROGRAPHICS TECHNICIAN II |
| 6406 | REPROGRAPHICS TECHNICIAN III |
| 6408 | GRAPHIC ARTIST II |
| 6409 | GRAPHIC ARTIST III |
| 6410 | REPROGRAPHICS COORD |
| 6417 | OFFSET PRESS OPERATOR |
| 6418 | LEAD PRESSMAN |
| 6605 | BLACKSMITH |
| 6607 | FOREMAN OF BLACKSMITHS |
| 6671 | WATER METER MACHINIST-TRAINEE |
| 6672 | WATER METER MACHINIST |
| 6673 | MACHINIST (AUTOMOTIVE) |
| 6674 | MACHINIST |
| 6675 | HELICOPTER MECHANIC |

| | |
|--------------------|--|
| 6676 | FOREMAN OF MACHINISTS |
| TITLE CODE: | TITLE DESCRIPTION: |
| 6681 | MACHINIST - APPRENTICE |
| 6731 | AIR MASK TECHNICIAN |
| 6732 | SENIOR AIR MASK TECHNICIAN |
| 6733 | SUPERVISING AIR MASK TECHNICIAN |
| 7010 | AIRPORT OPERATIONS SUPVSR I |
| 7021 | AIRPORT OPERATIONS SUPVSR II |
| 7025 | ASST CHIEF AIRPORT OPERATIONS SUPVSR |
| 7026 | CHIEF AIRPORT OPERATIONS SUPVSR |
| 7112 | BOOTER - PARKING |
| 7113 | SUPERVISING BOOTER - PARKING |
| 7119 | SUPVSR OF BOOTING OPERATIONS |
| 7123 | EQUIPMENT TRAINING SPECIALIST / MTD |
| 7132 | MOBILE UNIT OPERATOR |
| 7152 | REFUSE COLLECTION COORD |
| 7164 | GARAGE ATTENDANT |
| 7183 | MOTOR TRUCK DRIVER |
| 7184 | POOL MOTOR TRUCK DRIVER |
| 7185 | FOREMAN OF MOTOR TRUCK DRIVERS |
| 7186 | MOTOR TRUCK DRIVER - TIRE REPAIR |
| 7187 | GENERAL FOREMAN OF MOTOR TRUCK DRIVERS |
| 7353 | MARINE ENGINEER |
| 7398 | DECK HAND |
| 7633 | HOISTING ENGINEER |
| 7635 | FOREMAN OF HOISTING ENGINEERS |
| 7638 | HOISTING ENGINEER - MECHANIC |
| 7741 | OPERATING ENGINEER-GROUP C |
| 7743 | OPERATING ENGINEER-GROUP A |
| 7745 | ASST CHIEF OPERATING ENGINEER |

| TITLE CODE: | TITLE DESCRIPTION: |
|--------------------|----------------------------------|
| 7747 | CHIEF OPERATING ENGINEER |
| 7775 | STATIONARY FIREMAN |
| 7916 | FORESTRY SUPVSR |
| 7975 | TREE TRIMMER |
| 8104 | FIELD SANITATION SPECIALIST |
| 8173 | WARD SUPERINTENDENT |
| 8184 | GENERAL SUPT |
| 8244 | FOREMAN OF LABORERS |
| 8246 | FOREMAN OF CONSTRUCTION LABORERS |
| 8248 | ASPHALT FOREMAN |
| 8249 | FOREMAN OF LABORERS - CONCRETE |
| 8263 | SIGN HANGER |
| 8265 | FOREMAN OF SIGN HANGERS |
| 8267 | FOREMAN OF SIGN SHOP |
| 8301 | CAULKER |
| 8315 | MASON INSPECTOR |
| 8316 | CHIEF MASON INSPECTOR |
| 8325 | PIPE LOCATING MACHINE OPERATOR |
| 9109 | CROSSING GUARD-PER CBA |
| 9111 | CROSSING GUARD |
| 9122 | DETENTION AIDE |
| 9214 | FINGERPRINT TECHNICIAN I |
| 9224 | FINGERPRINT TECHNICIAN II |
| 9225 | FINGERPRINT TECHNICIAN III |
| 9228 | FINGERPRINT TECHNICIAN IV |
| 9410 | LABORER-APPRENTICE |
| 9411 | CONSTRUCTION LABORER |
| 9464 | ASPHALT LABORER |
| 9528 | LABORER (BUREAU OF ELECTRICITY) |
| 9531 | SHOP LABORER |

| TITLE CODE: | TITLE DESCRIPTION: |
|------------------------|---------------------------------|
| 9532 | STORES LABORER |
| 9533 | LABORER |
| 9534 | LABORER |
| 9535 | GENERAL LABORER-AVIATION |
| 9539 | CONCRETE LABORER |
| 9584 | CONSTRUCTION LABORER SUBFOREMAN |
| 9592 | FOREMAN OF STATION LABORERS |
| 9593 | STATION LABORER |

EXHIBIT 13

**CITY OF CHICAGO
SAMPLE PROFESSIONAL SERVICES AGREEMENT (PSA)**

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

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

filename: Spec 399910_Exhibit_13.pdf

EXHIBIT 14

**CITY OF CHICAGO
SEXUAL HARASSMENT POLICY AFFIDAVIT**

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

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

Contract title: _____
Specification #: _____

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

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

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

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

Name of Contractor: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

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

(Signature of Notary Public)
(Seal)