

**REQUEST FOR PROPOSAL ("RFP") FOR  
GROUP A: PSYCHOLOGICAL PRE-EMPLOYMENT ASSESSMENT  
SERVICES TESTING OR  
GROUP B: PSYCHOLOGICAL FITNESS FOR DUTY ASSESSMENT SERVICES OR  
GROUP C: PSYCHOLOGICAL RE-EVALUATION TESTING**

**Specification No. 886127**

Required for use by:

**CITY OF CHICAGO  
(Chicago Police 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: Ray Adams Senior Procurement Specialist  
raymond.adams2@cityofchicago.org  
312 -744-9781

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

A Pre-Proposal Conference will be held on December 19, 2019, 11:30 a.m. Central Time, City Hall, 1st Floor, Room# 103, 121 North LaSalle Street, Chicago, Illinois 60602.  
Attendance is Non-Mandatory but encouraged.

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M., CENTRAL TIME, ON  
February 21, 2020**

**LORI E. LIGHTFOOT  
MAYOR**

**SHANNON E. ANDREWS  
CHIEF PROCUREMENT OFFICER**

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**REQUEST FOR PROPOSAL (“RFP”)**  
**for**  
**PSYCHOLOGICAL TESTING FOR PRE-EMPLOYMENT, FITNESS FOR DUTY AND RE-EVALUATION**

Specification No. 886127

**I. GENERAL INVITATION**

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

The City of Chicago ("City"), acting through its Police Department ("CPD"), invites the submission of proposals from firms with expertise and experience providing Psychological Pre-Employment Assessment Services Testing, Psychological Fitness for Duty Assessment Services, and/or Psychological Re-Evaluation Testing (the "Services").

The Selected Respondent ("Contractor") awarded a contract pursuant to this RFP shall perform all applicable duties as outlined in Exhibit 1, the Scope of Services.

Respondents may submit a proposal for a single Group, as well as for multiple Groups, and may select all three Groups. The submitted proposal should contain a complete response and pricing addressing each particular Group for which Respondent is applying. The City will select up to two and as many as three Respondents for the three Groups in order to avoid any potential conflicts of interest during the contract period.

The City recognizes that certain conflicts of interest may occur if, for example, the Contractor that performed the services for Group A or Group B also performed the Group C (Psychological Re-Evaluation) services. The Contractor must not be in a position to re-evaluate its own work. As a result, these services will be performed by separate Contractors.

The work contemplated is professional in nature. It is understood that the Contractor acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Contractor under a contract awarded pursuant to this RFP are confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval from the City.

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

**B. Internet Access to this RFP**

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

In the event a Respondent does not have download capability, all materials may be obtained from the City of Chicago Department of Procurement Services' Bid & Bond Room, located in Room 103, City Hall, 121 N. LaSalle Street in 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 an RFP document, the Respondent must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by emailing [BidandBond@cityofchicago.org](mailto:BidandBond@cityofchicago.org) to register Respondent's company as an RFP document holder, which will enable the Respondent to receive any future clarifications and/or addendum related to this RFP.**

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

## II. DEFINITIONS

The following defined terms have the meanings specified below.

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

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

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

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

**"Clarification"** means the City's response to questions submitted by Respondents which do not revise the requirements of the RFP.

**"Commissioner" or "Superintendent"** means the Superintendent of the City of Chicago Police Department, and any representative authorized in writing to act on the City Superintendent's behalf.

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

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

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

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

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

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

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

### **III. SCOPE OF SERVICES**

#### **A. Description of Services**

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

#### **B. Contract Term**

Any contract awarded pursuant to this RFP solicitation shall be for a base contract period of five (5) years plus three (3) additional (1) year extension options.

### **IV. GENERAL INFORMATION AND GUIDELINES**

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

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

**Respondents must communicate only with the Department of Procurement Services.** All questions or requests for clarification must be in writing, sent by e-mail, and directed to the attention of Ray Adams, raymond.adams2@cityofchicago.org, Department of Procurement Services, Room 806, City Hall and must be received no later than 4:00 p.m. Central Time, on January 3, 2020. Respondents are encouraged, but not required, to submit questions prior to the scheduled Pre-Proposal Conference.

All questions and requests for clarification must be submitted via e-mail.” The subject line of the email must clearly indicate that the contents are “Questions and Request for Clarification” about the RFP and are “Not a Proposal” and must refer to “Request for Proposal (“RFP”) for RFP for Psychological Testing for Pre-Employment, Fitness for Duty and Re-Evaluation Specification No. 886127.” No telephone calls will be accepted unless the questions are general in nature.

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

The City will hold a Pre-Proposal Conference at City Hall, 1st Floor, Room #103, 121 North LaSalle Street Chicago, Illinois 60602 at 11:30 AM Central Time on December 19, 2019. 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 Ray Adams prior to the Pre-Proposal Conference. The e-mail communication shall include the names, titles, e-mail address and phone number of each attendee.

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

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

1. To be assured of consideration, Proposals must be received by the City of Chicago in the City's Bid & Bond Room (Room 103, City Hall) no later than 4:00 P.M. Central Time on February 21, 2020. The Bid & Bond Room can be reached at telephone number 312-744-9773.
2. Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Proposals must be placed in the depository located in the Bid & Bond Room located in Room 103, City Hall. The time of the receipt of all Proposals to this RFP will be determined solely by the clock located in the Bid & Bond Room of City Hall. It is Respondent's sole responsibility to ensure that the Proposal is received as required.
3. Proposals must be delivered to the following address:  
Shannon E. Andrews, Chief Procurement Officer  
City of Chicago  
Department of Procurement Services  
Bid & Bond Room  
Room 103, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602
4. Respondent must submit 1 hardcopy original, 6 electronic copies of the original and 1 redacted copy of the submission in one searchable pdf format, with Pricing/Cost Proposal completed in Excel, all on a USB drive. The original hardcopy must be clearly marked as "ORIGINAL", and must bear the original signature of an authorized officer on all documents requiring a signature. Copies must be exact duplicates of the ORIGINAL. Respondent must enclose all documents in sealed envelopes or boxes.
5. The outside of each sealed envelope or box must be labeled as follows:

Proposal Enclosed

Request for Proposal (RFP) for Group A: Psychological Pre-Employment Assessment Services Testing or Group B: Psychological Fitness For Duty Assessment Services or Group C: Psychological Re-Evaluation Testing  
Specification No. 886127

**Due: February 21, 2020 4:00 p.m. Central Time,**

Submitted by: (Name of Respondent)

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

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

### C. RFP Information Resources

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

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

### D. Procurement Timetable

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

Key Activity	Target Date
City Issues RFP	<b>December 2, 2019</b>
Non-Mandatory Pre-Proposal Conference	<b>December 19, 2019</b>
Proposal Questions Due	<b>January 3, 2020</b>
Proposals Due	<b>February 21, 2020</b>

### E. Transparency Website: Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or

other agreement may be made publicly available through the City's Internet website. However, Respondents may designate those portions of the Proposal which contain trade secrets or other proprietary data ("Data") which Respondents desires remain confidential.

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

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

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

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

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

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

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

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

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

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

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

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

Respondent may submit a single Proposal for one or all Groups (A, B or C), and may apply for multiple Groups. Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below in Section V.B. For each proposed Group (A,B or C), separate applicable information (Sections V.B.1 through V.B.15) pertinent to particular Groups by a tabbed divider so the City can clearly distinguish Proposals submitted under each Group. If the same information applies to one or more Groups include a statement in that section. Sections V.B.1 (Cover Page) through V.B.3 (Cover Letter) and V.B.11 through V.B.15 will be considered universal to all proposed Groups and thereby only one submittal is necessary in your response.

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

### **1. Cover Page**

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

### **2. Table of Contents**

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

### **3. Cover Letter**

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

- a) Indicate the number of years the company/organization has been in business and provide an overview of the experience and background of the company/organization and its key personnel committed to this project.
- b) Identify the legal name of the company/organization, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited liability company or partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary of State.
- c) Indicate the name, telephone number(s) and e-mail address of the principal contact for this proposal, oral presentation or negotiations.

- d) Include statement of any objections or comments, to the City of Chicago's standard contract terms and conditions as stipulated in the Sample Professional Services Agreement in Exhibit 9 of this RFP.
- e) Acknowledge receipt of Addendum issued by the City, if any.
- f) Identify the specific Group(s) that are being applied for in this Proposal.

#### **4. 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 Respondents plan for implementing and monitoring the services; approach to project management; strategies, tools and safeguards for ensuring performance of required services; equipment software and firmware considerations; training and ongoing support; and any additional factors for the City's consideration.

#### **5. Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to Perform Services for Proposed Group (A,B and/or C)**

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

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

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

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

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

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

- (i) Schedule B as shown in Exhibit 5, if joint venture includes City of Chicago or Cook County certified MBE/WBE firms(s), as applicable.

- (ii) Separate Economic Disclosure Statement and Affidavit (“EDS”) completed by each partner and one in the name of the joint venture as shown in Exhibit 6.
- (iii) Insurance certificate in the name of the joint venture business entity as shown in Exhibit 7.

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

Respondent must provide at least three (3) references preferably from a municipality or government agency related to a contract of similar scope and magnitude as described in this RFP. Experience will not be considered unless complete reference data is provided. At a minimum, the following information should be included for each client reference:

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

Describe the general scope provided by the Respondent in terms of the Group A: Psychological Pre-Employment Assessment Services Testing or Group B: Psychological Fitness For Duty Assessment Services or Group C: Psychological Re-Evaluation Testing delivered to any referenced municipalities or clients.

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

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

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

**c) Respondent’s Qualifications including Group A: Psychological Pre-Employment Assessment Services Testing or Group B: Psychological Fitness For Duty Assessment Services or Group C: Psychological Re-Evaluation Testing Experience in the City of Chicago**

Respondent must describe the breadth of their Group A: Psychological Pre-Employment Assessment Services Testing or Group B: Psychological Fitness For Duty Assessment Services or Group C: Psychological Re-Evaluation Testing experience within the greater City of Chicago area. This description will include, but

not be limited to, the following 1) the number of local Chicago area screening facilities and locations available for purposes of conducting psychological screening interviews; 2) the number of licensed/certified clinical psychologists or psychiatrists employed to perform City of Chicago psychological screenings and assessments (and additional resources available to hire additional staff, when and if required); 3) the average number of individuals screened and written reports prepared each week or month of similar type and magnitude which demonstrates ability and capacity to accommodate testing of up to and including 2500 applicants per testing process as described in greater detail in Exhibit 1, Scope of Services in this RFP.

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

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

If Respondent is not currently “doing business” in Illinois at the time of submission, it is not required to show corporate good standing in Illinois with the proposal; Respondent should so indicate and provide evidence of good standing for its state of organization, and primary state of operation, if different. Corporate good standing in Illinois will be required for award of any contract. Provide copies with the Proposal submission.

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

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

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

**6. Professional Qualifications, Specialized Experience and Local Availability of Key Personnel Dedicated to Perform the Services for Each Group.**

Respondent must provide a summary of individuals who will be dedicated to perform the Services and evaluators who possess the required clinical psychologist or psychiatrist credentials including the certification and licensing requirements outlined in Exhibit 1, Scope of Services in this RFP. For each key person identified, Respondent must provide the following information:

- a) Summary of the key personnel who will be dedicated to the Services as proposed and consistent with Staffing Plan per Section V.B.8.b.
- b) Key personnel areas of expertise and areas for prime responsibility for various tasks or aspects of the Services.

- c) Resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFP. Respondent must provide the following information:
- (i) Title and reporting responsibility.
  - (ii) Proposed role in this Project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
  - (iii) Pertinent areas of expertise and past experience
  - (iv) Base location (local facility, as applicable)
  - (v) Resumes or corporate personnel profiles which describe their overall experience and expertise.

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

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

## **7. Implementation / Management Plan for Each Group**

Respondent must provide a comprehensive and detailed plan for providing Group A: Psychological Pre-Employment Assessment Services Testing or Group B: Psychological Fitness For Duty Assessment Services or Group C: Psychological Re-Evaluation Testing which addresses requirements as outlined in Exhibit 1, Scope of Services of this RFP. The plan must demonstrate Respondent's capacity to successfully implement and manage the Services and ability to comply with the scope of service and requirements as described in this RFP. The implementation and management plan must address, but not be limited to, the following areas:

### **A. Service Delivery**

The proposed implementation and management plan must address the following components:

1. Psychological Testing and Assessment Tools proposed. Confirm whether or not such tools meet industry validation standards and whether or not such tools have been challenged, the nature of the challenge in court or other administrative hearings and the current disposition of such challenge which may impact performance for the City of Chicago. Describe any federal, state, local laws or other restrictions, limitations or assumptions for use of such tools.
2. Screening Facility locations and hours of operation, Monday through Friday and weekend (Saturday/Sunday) hours, if any, for conducting Applicant interviews.

3. Professional Staff (Licensed/Certified Clinical Psychologists and/or Psychiatrists) currently employed or locally available within the Chicago area to perform Services outlined in Exhibit 1, Scope of Services.
4. Additional resources to be utilized, when and if required, to meet the demand for more Applicant psychological screenings and assessments.
5. Reports available whether standard or customized, as applicable, and degree to which such reports comply with requirements outlined in Exhibit 1, Scope of Services. Submit report samples with your proposal submission.
6. Expert Witness Testimony available and your policy and procedures related to providing expert testimony at court proceedings and administrative hearings.
7. Other pertinent services offered for City's consideration.

B. Approach to Implementing Services

Describe in detail your policies and procedures; your approach in terms of applicant screening/evaluations and interviewing methodology and processes for implementing the psychological screening services to complete up to and including 2500 applicants per testing period. Describe facilities proposed, staffing levels and screening plans. Address quality control/checks, response time to evaluation, screening and reporting deadlines, support and reporting provided including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems. If additional facilities and/or professional staff are required, please describe your contingency backup plans to meet the requirements of the CPD.

Describe your policies and procedures for test administration, scoring and interpreting tests. Explain your security protocols to ensure the integrity of the process and how all materials are transported, collected and safeguarded upon completion of the tests. Describe your reporting process and types of reports available whether standard or custom. What is the average time period for the entire testing process from initial written test through personal interview and subsequent written reports. Describe how your reports comply with standards outlined in Exhibit 1.

Provide the above details related to both Psychological Screening Services for Police Officer Applicants and Psychological Evaluations for Incumbent Sworn Officers and Civilian Staff Members.

The Respondent's proposed implementation and management plans must address the following:

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

C. Organization Chart

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

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

**8. Dedicated Resources for Each Group**

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

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

**b) Staffing Plan**

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

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

**9. Schedule of Compensation / Cost Proposal for Each Group**

The Respondent must provide pricing in the format and content as outlined in Exhibit 2 in order for the Respondent's Proposal to be considered responsive to this section. Proposals

that fail to include cost proposal information in Exhibit 2 will be rejected as incomplete and deemed non-responsive.

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

**The City is requesting detailed information regarding the compensation for Group A: Psychological Pre-Employment Assessment Services Testing or Group B: Psychological Fitness For Duty Assessment Services or Group C: Psychological Re-Evaluation Testing. All costs should be detailed for each year of the contract. (5 year base contract term, plus the 3 one-year extension options).**

All costs must be fixed and in writing. Costs must reflect all discounts and cost reductions. The City of Chicago anticipates awarding contracts under this RFP for a firm, fixed price for Services provided under either Group A: Psychological Pre-Employment Assessment Services Testing or Group B: Psychological Fitness For Duty Assessment Services or Group C: Psychological Re-Evaluation Testing. Respondents must provide a detailed cost breakdown of all fee rates, costs, and expenses computed in the firm, fixed price to be charged to the City under Respondent's proposal.

## **10. Minority and Women Business Enterprises Commitment**

Respondent must complete and submit the forms that are attached to this RFP in Exhibit 5 to evidence Respondent's proposed MBE/WBE direct participation in some aspect of the contract. For purposes of your response to this RFP, the minimum Minority Business Enterprise (MBE) direct participation goal is 25.0% and the minimum Women Business Enterprise (WBE) direct participation goal is 5.0% of the total contract value.

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

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

In order to determine the best way in which to achieve and document MBE/WBE participation, Respondent must refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFP as Exhibit 5. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you can search the City's MBE/WBE Directory Database on the City's website: [www.cityofchicago.org/Procurement](http://www.cityofchicago.org/Procurement).

## 11. Financial Statements

Respondent must provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. The City will accept a complete set of financial statements on CD-ROM or USB Drive instead of multiple copies, if voluminous for the period requested, but will not accept a web link.

Respondents are required to provide required financial statements in sufficient detail for the City to assess its financial condition as part of their proposal submission. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

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

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

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

Respondent shall complete an Economic Disclosure Statement and Affidavit and Attachment A: Online EDS Acknowledgement. See Online City of Chicago EDS Instructions and Attachment A: Online EDS Acknowledgement, in [Exhibit 6](#). If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. All affidavits must be notarized. Upon completion of Online EDS, **Respondent shall submit a copy of 2 documents with their Proposal: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form.**

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

## 13. Legal Actions

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

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

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

#### **14. Insurance**

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

#### **15. Disclosure of Conflicts of Interest**

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

## **VI. EVALUATING PROPOSALS**

### **A. Evaluation Process**

An Evaluation Committee, which will include the representatives from the Chicago Police Department, Department of Human Resources, 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 Proposal evaluation process is organized into three phases:

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

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

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

## **Phase II - Proposal Evaluation**

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

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

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

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

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

## **B. Evaluation Criteria**

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

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

- a) Ability to provide the Services described in the RFP, including capacity to perform the Scope of Services described in Exhibit 1 of this RFP.
- b) Professional Qualifications and Specialized Experience of Respondent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies) including existing Psychological Pre-Employment Assessment Services Testing, Psychological Fitness For Duty Assessment Services, or Psychological Re-Evaluation Testing Presence and experience in the City of Chicago.

- c) Professional Qualifications and Specialized Experience of Respondent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of Chicago.
- d) References / Past and Current Performance of the Respondent (and Team Members) on other contracts in terms of quality of services, operating within budget and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.

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

The EC will consider the quality, comprehensiveness and adequacy of the proposed plan for implementing and managing the Psychological Pre-Employment Assessment Services Testing, Psychological Fitness For Duty Assessment Services, or Psychological Re-Evaluation Testing including the staffing plan, local availability and commitment of personnel who will manage and oversee the City of Chicago account.

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

**3. Schedule of Compensation / Cost Proposal**

The City will consider completeness and adequacy of cost as per the Compensation Schedule, Exhibit 2 for the base contract term and option years. Respondent must adhere to the format and content of pricing as outlined in Exhibit 2 of the RFP.

**4. MBE/WBE Compliance Plan**

The EC will evaluate the level, relevancy, and quality of direct participation by MBE/WBE firms certified by the City of Chicago or Cook County. It should be noted that non-responsiveness to this requirement may be cause for the prospective Respondent to be disqualified.

**5. Legal Actions**

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

**6. Financial Stability**

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

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

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

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

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

## **9. Insurance**

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

## **10. Conflict of Interest**

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

## **VII. SELECTION PROCESS**

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

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

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Superintendent and Chief Procurement Officer, those short-listed Respondents may be subject to a site visit, and/or be invited to appear before the Evaluation Committee for an oral presentation to clarify in more detail information what was submitted in Respondent's Proposal; and/or to ask Respondent to respond to additional questions.

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

Upon receipt of the EC's recommendation, the Superintendent 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 Superintendent's recommendation and exercise her authority to either notify the Respondent(s) to enter into contract negotiations or reject the recommendation and offer alternate options.

The City of Chicago reserves the right to select up to two and as many as three Respondents for Groups A, B, or C in order to avoid conflicts of interest during the contract period. The City recognizes that certain conflicts of interest may occur, if for example, the Contractor that performed the services for Group A or Group B also performed the Group C (Psychological Re-Evaluation) services. The Contractor must not be in a position to re-evaluate its own work. As a result, these services will be performed by separate Contractors.

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

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

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

### **A. Addenda**

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

Respondents are solely responsible for acquiring the necessary information or materials from the Bid and Bond room.

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

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

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

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

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

**C. No Liability for Costs**

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

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

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

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

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

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

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

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

For purposes of this provision:

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

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

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

## **E. False Statements**

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

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

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

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

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

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

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

**F. Title VI Solicitation Notice**

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

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

If this Contract was advertised on or after June 30, 2018, Respondent shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" Exhibit 11 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**  
**GROUP A: PSYCHOLOGICAL PRE-EMPLOYMENT ASSESSMENT SERVICES**

**A. SCOPE OF SERVICES**

The Chicago Police Department (CPD) is soliciting proposals for Pre-Employment Psychological Assessment Services. Pursuant to this Group A Scope of Services, the Selected Respondent (“Contractor”) will conduct pre-employment psychological assessments, which will include written tests and personal interviews, of police officer applicants and civilian detention aide applicants to the CPD (the “Applicants”) to determine an Applicant’s suitability to the position of police officer or civilian detention aide (the “Psychological Testing”). In addition to the Psychological Testing, the Contractor will also (1) draft, and make available to the CPD, written reports showing the results of the Psychological Testing, (2) store all records of the Psychological Testing, (3) consult with the CPD on an on-going basis with respect to the Psychological Testing and (4) testify in court and/or administrative hearings on behalf of the City regarding the Psychological Testing.

The City has recently retained a separate consultant to identify psychological knowledge, skills, abilities, and other personal characteristics (the “KSAOs”) relevant to assessing and evaluating pre-employment personnel for the position of Police Officer. In accordance with the International Chiefs of Police *Pre-Employment Psychological Evaluation Guidelines* (2014), the Contractor will use the findings of the KSAOs as well as a review of the duties, responsibilities, working conditions, and other psychologically relevant job characteristics to inform the Psychological Testing assessment. Prior to the Psychological Testing, CPD will provide the KSAOs to the Contractor. The Contractor will, provided by and in consultation with the CPD, use written test content/items that measure the essential psychological KSAOs of the position..

The Contractor should have the staff and facilities necessary to evaluate large numbers of Applicants (up to 2500 Applicants per year) as needed by the CPD during each year of the Contract.

Contractor's key personnel must be specialized and board-certified, if applicable, in fields common to the psychological assessment industry, such as, but not limited to, the following:

- Specific disorders (e.g., trauma, addiction, PTSD, sleep, sex, depression, anxiety or phobias)
- Neuropsychological disorders, and other psychological injuries
- Health (for disability determination, emotional functioning and competency issues)
- Forensic psychology (for civil and criminal matters)

**B. SERVICE REQUIREMENTS**

**1. Compliance with Laws**

No unlicensed individual, partnership, association, corporation, or other legal entity will render any clinical psychological services, as defined in the Illinois Clinical Psychologist Licensing Act (225 ILCS 15/1/et. seq.)(the “Act”), in connection with the Agreement.

Further, all Services must comply with the following laws, rules and regulations:

- The Civil Rights Acts of 1964 and 1991
- The Americans with Disabilities Act (1990)

- The City of Chicago Police Department Hiring Plan for Sworn Titles
- The Uniform Guidelines on Employee Selection Procedures (Equal Employment Opportunity Commission, 1978)
- The Principles for the Validation and Use of Personnel Selection Procedures (Society for Industrial and Organizational Psychology, 2019)
- The Standards for Educational and Psychological Testing (American Education Research, American Psychological Association & National Council on Measurement in Education, 1999)
- The Pre-employment Psychological Evaluations Guidelines (International Chiefs of Police, 2014)
- The Rehabilitation Act of 1973
- The Age Discrimination in Employment Act
- The Illinois Human Rights Act
- Chapter 2-160 of the Chicago Municipal Code as amended and all rules and regulations promulgated or issued thereunder.  
The Illinois Clinical Psychologist Licensing Act (225 ILCS 15/1/et. seq.)

**2. Psychological Screening Services for Applicants**

a. **Staffing**

Contractor will maintain a staff of psychologists, pursuant to the certification and licensing requirements of Section C below, who will conduct the Psychological Testing of the Applicants during the term of the Agreement at a testing site that has been approved, in advance, by the Superintendent or his or her designee (“Screening Facility”).

b. **Written Tests**

As a part of the Psychological Testing, Contractor will administer written psychological tests of the Applicants, according to the following requirements:

- (a) The Psychological Testing will include certain validated written assessments that measure each Applicant's psychological suitability for the position of police officer and/or civilian detention aide (the “Written Tests”). The Written Tests should have adequate psychometric properties. All Written Tests will be administered to Applicants at a Screening Facility.
- (b) Contractor must administer the Written Tests on the dates directed by the Superintendent or his or her designee.
- (c) Contractor will incorporate the KSAOs, provided by and in consultation with the CPD, in the Written Tests.
- (d) Contractor will be responsible for all aspects of the Written Tests, which includes the following:
  - i. Making all necessary arrangements to reserve the Screening Facility(s) for testing dates;
  - ii. Obtaining and transporting all Written Tests and other required assessment materials to the Screening Facility;
  - iii. Providing sufficient staff to proctor the Written Tests;
  - iv. Assisting Applicants; and

- v. Collecting, safeguarding and storing all Written Tests upon completion.
- (e) Contractor will be responsible for scoring and interpreting the Written Tests.
- c. **Interviewing Applicants**

As a part of the Psychological Testing, Contractor will administer personal interviews of the Applicants that further evaluate each Applicant's psychological suitability for the position of police officer and/or civilian detention aide (the "Personal Interviews"), according to the following requirements:

  - (a) Contractor must provide licensed clinical psychologists, pursuant to the certification and licensing requirements of Section C below, to conduct Personal Interviews of all Applicants.
  - (b) Personal Interviews will be conducted at the Contractor's local facility, where such facility is easily accessible to CPD applicants.
  - (c) Contractor will schedule a Personal Interview with each Applicant prior to when the Applicant leaves the Screening Facility where the Applicant took the Written Test.
  - (d) Contractor must provide a sufficient number of psychologists and staff to schedule and interview each Applicant.
  - (e) Contractor must make available to the licensed clinical psychologists the results of the Applicant's Written Test prior to the Personal Interview.
  - (f) Contractor must prepare a standardized interview format to be used by each of the psychologists during each Personal Interview that will ensure the reliability and validity of the Personal Interview process.
  - (g) The psychologist must prepare a written evaluation of each Applicant based on the Personal Interview and the results of the Written Test, to be completed no later than 48 hours after the Personal Interview. The evaluation must be based upon each Applicant's responses and on additional observations made by the interviewing psychologist.
  - (h) In addition to the Personal Interview evaluation, the psychologist must include a recommendation as to whether the Applicant is suitable or unsuitable for the position of police officer or civilian detention aide after considering the results of the Written Test and Personal Interview.
  - (i) Recommendations must be submitted in the form of a Screening Report, defined below, by the date and time specified by the Superintendent or his or her designee.
  - (j) The CPD may decide to submit certain Applicants for re-evaluation. If an Applicant re-evaluation is needed, the Contractor will not conduct its own re-evaluation. An alternate contractor will conduct the re-evaluation so as to avoid any conflicts of interest in the evaluation process. Contractor will provide the evaluation report and any additional information to the alternate contractor for reevaluation.
  - (k) Contractor must maintain records of all Applicants screened and all recommendations made. Contractor will provide CPD, its employees, consultants or agents, access to any and all records so that CPD may conduct statistical evaluations of the results of the Psychological Testing.
  - (l) Contractor must promptly notify the Police Director of Human Resources when an Applicant fails to report as scheduled or fails to cooperate in any phase of the Psychological Testing.

d. **Screening Reports**

Contractor must draft a report for each Applicant screened, which includes the results of the Applicant's Written Test in addition to an evaluation of the Personal Interview (the "Screening Report"). The Screening Report must indicate the name of each Applicant screened in addition to a recommendation as to whether the Applicant is suitable or unsuitable for the position of police officer or civilian detention aide.

Contractor must submit each Screening Report to the Superintendent and the Police Director of Human Resources no later than 14 calendar days from the time of an Applicant's Personal Interview. Extensions of this time requirement may only be waived with prior approval of the Superintendent or his or her designee.

e. **Standards for Screening Reports**

Screening Reports will conform to the following standards:

- (a) Where disqualifications or other adverse recommendations from the evaluations of Applicants are based on or related to a real or perceived disability (e.g., mental or psychological disorder), the report will state with specificity the reason for recommending disqualification or other action, and the specific functions of the position that the individual could not perform or the performance of which was impaired, and the degree of impairment.
- (b) Each Screening Report must include a certification from the Contractor that all psychological exam results are confirmed by a state-certified clinical psychologist.
- (c) The Screening Report must state whether, in the opinion of the evaluating clinical psychologist, an accommodation can be made to allow performance of the essential functions of the position and what such accommodation would entail.

**C. CERTIFICATION AND LICENSING REQUIREMENTS**

Contractor's psychologists who conduct the Psychological Testing (the "Evaluators") must meet the following requirements per the IACP Guidelines (2013):

- a. Be licensed or certified psychologists or psychiatrists with experience in the diagnosis and treatment of mental and emotional disorders
- b. Be competent in the evaluation of law enforcement personnel
- c. Be familiar with the essential job functions of the employee being evaluated and the literature pertinent to psychological evaluations and psychological fitness for duty evaluations, particularly pertinent to police psychology literature
- d. Be familiar with, and act in accordance with local, state, and federal statutes, case law, and other legal requirements related to employment practices
- e. Be familiar with relevant professional guidelines
- f. Be trained and prepared to act as an expert witness if needed

Contractor should be affiliated with a Chicago-area psychiatric hospital, but it does not need to have an academic appointment at a university. Contractor must provide to the City a copy of the current licenses and certifications for clinical psychologists, staff, technical and ancillary personnel, as required by local, state or federal law, or approved alternate documentation.

Contractor is responsible for providing copies of appropriate licensure and certification from clinical staff members who will be assigned to the Agreement and documentation substantiating certification.

**D. EXPERT WITNESS TESTIMONY**

If necessary, the Evaluators must be available to provide expert testimony at court proceedings and administrative hearings and proceedings, regarding to the methodology employed for, and results arising from, the Psychological Testing, in addition to the handling of treatment and referral documentation. Such staff members must have sufficient experience in testifying and be established as an expert witness based upon this experience and professional credentials. Such Services shall be provided at the hourly rate quoted on Exhibit 2, Schedule of Compensation.

**E. STORAGE OF PSYCHOLOGICAL ASSESSMENT RECORDS AND ONGOING STAFFING**

- a. Contractor must store and maintain all psychological screenings for Applicants at a secure location to be approved in advance by the Superintendent or his designee. Contractor will not be compensated for storage of files.
- b. Contractor content and file sharing management systems must comply with the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act and Federal Risk and Authorized Management Program.
- c. Contractor will provide the CPD with access to all psychological files for legal, departmental, and/or research studies as needed.
- d. Contractor must return all psychological files to the CPD within 60 days of termination of the contract in accordance to (b)
- e. Contractor will retain files according to record keeping guidelines outlined by APA, State and Federal laws.
- f. Contractor must have a minimum of one clinical psychologist on staff during normal business hours to provide on-going consultation to the CPD.
- g. Contractor must have a staff clinical psychologist and appropriate staffing levels available during normal business day and hours to provide on-going consultation to the CPD.

**F. INVOICES**

Contractor will send invoices through the City's Centralized Invoice Processing mechanism, as set forth in Exhibit 9, Sample City of Chicago Professional Services Agreement, Section 5.5.3, Centralized Invoice Processing.

**G. EXCEPTIONS**

Any deviations from these specifications must be noted in the proposal submission with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made must be submitted with the proposal. Failure of a Respondent to comply with the terms of Exhibit 1, Scope of Services in this RFP may be cause for proposal rejection. The City reserves the right to disqualify proposals which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

## **GROUP B: PSYCHOLOGICAL FITNESS FOR DUTY ASSESSMENT SERVICES**

### **A. SCOPE OF SERVICES**

The Chicago Police Department (CPD) is soliciting proposals for Psychological Fitness-for-Duty Assessment Services. Pursuant to this Group B Scope of Services, the Selected Respondent (“Contractor”) will conduct psychological assessments, which will include written tests and personal interviews, on incumbent sworn police officers and/or as incumbent civilian CPD personnel (the “Incumbents”) to determine an Incumbent’s fitness for duty as a police officer or as civilian CPD personnel (the “Fitness Psychological Testing”). The Contractor will also conduct Fitness Psychological Testing in accordance with applicable collective bargaining agreements (See attached as Exhibit (13), the provisions for said testing in the City’s collective bargaining agreements with the Fraternal Order of Police, Lodge No. 7 (Section 9.4) and the Policemen’s Benevolent & Protective Association of Illinois, Unit 156 – Sergeants/Lieutenants/Captains)(Section 9A.1) and Exhibit (14), applicable CPD Directives. In addition to the Fitness Psychological Testing, the Contractor will also (1) draft, and make available to the CPD, written reports showing the results of the Fitness Psychological Testing, (2) store all records of the Fitness Psychological Testing, (3) consult with the CPD on an on-going basis with respect to the Fitness Psychological Testing and (4) testify in court and/or administrative hearings on behalf of the City regarding the Fitness Psychological Testing.

The City has recently retained a separate consultant to identify psychological knowledge, skills, abilities, and other personal characteristics (the “KSAOs”) relevant to assessing and incumbent sworn police officers and civilian CPD personnel. In accordance with the International Chiefs of Police *Pre-Employment Psychological Evaluation Guidelines* (2014), the Contractor will use the findings of the KSAOs as well as a review of the duties, responsibilities, working conditions, and other psychologically relevant job characteristics to inform the Fitness Psychological Testing process. Prior to the Fitness Psychological Testing, CPD will provide the KSAOs to the Contractor. The Contractor will, provided by and in consultation with the CPD, use written test content/items that measure the essential psychological KSAOs of the position..

The Contractor should have the staff and facilities necessary to evaluate Incumbents identified by the CPD for the Fitness Psychological Testing.

Contractor's key personnel must be specialized and board-certified, if applicable, in fields common to the psychological assessment industry, such as, but not limited to, the following:

- Specific disorders (e.g., trauma, addiction, PTSD, sleep, sex, depression, anxiety or phobias)
- Neuropsychological disorders, and other psychological injuries
- Health (for disability determination, emotional functioning and competency issues)
- Forensic psychology (for civil and criminal matters)

### **B. SERVICE REQUIREMENTS**

#### **1. Compliance with Laws**

No unlicensed individual, partnership, association, corporation, or other legal entity will render any clinical psychological services, as defined in the Illinois Clinical Psychologist Licensing Act (225 ILCS 15/1/et. seq.)(the “Act”), in connection with the Agreement.

Further, all Services must comply with the following laws, rules and regulations:

- The Civil Rights Acts of 1964 and 1991
- The Americans with Disabilities Act (1990)
- The City of Chicago Police Department Hiring Plan for Sworn Titles
- The Uniform Guidelines on Employee Selection Procedures (Equal Employment Opportunity Commission, 1978)
- The Principles for the Validation and Use of Personnel Selection Procedures (Society for Industrial and Organizational Psychology, 2003)
- The Standards for Educational and Psychological Testing (American Education Research, American Psychological Association & National Council on Measurement in Education, 1999)
- The Pre-employment Psychological Evaluations Guidelines (International Chiefs of Police, 2014)
- The Rehabilitation Act of 1973
- The Age Discrimination in Employment Act
- The Illinois Human Rights Act
- Chapter 2-160 of the Chicago Municipal Code as amended and all rules and regulations promulgated or issued thereunder.
- The Illinois Clinical Psychologist Licensing Act (225 ILCS 15/1/et. seq.)

**2. Compliance with Applicable Collective Bargaining Agreements and CPD Directives**

The Contractor's services must not hinder or prevent compliance by the CPD with respect to its obligations in the following Agreements and Directives:

- Agreement Between the City of Chicago Department of Police and the Fraternal Order of Police Chicago Lodge No. 7
- Agreement Between the City of Chicago Department of Police and Policemen's Benevolent & Protective Association of Illinois, Unit 156-Sergeants
- Agreement Between the City of Chicago Department of Police and Policemen's Benevolent & Protective Association of Illinois, Unit 156-Lieutenants
- Agreement Between the City of Chicago Department of Police and Policemen's Benevolent & Protective Association of Illinois, Unit 156-Captains
- Chicago Police Department Employee Resource: E01-09 Drugs, Drug Abuse, and Mandatory Physical and/or Psychological Examinations
- Chicago Police Department Employee Resource: E03-01 Medical Policy
- Chicago Police Department Employee Resource: E06-05 Behavioral Intervention System
- Chicago Police Department Employee Resource: E06-06 Personnel Concern Program

**3. Psychological Evaluations for Incumbent Sworn Officers and Incumbent Civilian Staff Personnel**

a. **Staffing**

Contractor will maintain a staff of psychologists, pursuant to the certification and licensing requirements of Section C below, who will conduct the Fitness Psychological Testing of the Incumbents during the term of the Agreement at a testing site that has been approved, in advance, by the Superintendent or his or her designee (“Screening Facility”).

b. **Written Tests**

As a part of the Fitness Psychological Testing, Contractor will administer written psychological tests of the Incumbents, according to the following requirements:

- (a) The Fitness Psychological Testing will include certain validated written assessments that measure each Incumbent's psychological fitness for duty as a police officer or civilian CPD personnel (the “Written Tests”). The Written Tests should have adequate psychometric properties. All Written Tests will be administered to Incumbents at a Screening Facility.
- (b) Contractor must administer the Written Tests on the dates directed by the Superintendent or his or her designee.
- (c) Contractor will incorporate the KSAOs, provided by and in consultation with the CPD, in the Written Tests.
- (d) Contractor will be responsible for all aspects of the Written Tests, which includes the following:
  - i. Making all necessary arrangements to reserve the Screening Facility(s) for testing dates;
  - ii. Obtaining and transporting all Written Tests and other required assessment materials to the Screening Facility;
  - iii. Providing sufficient staff to proctor the Written Tests;
  - iv. Assisting Incumbents; and
  - v. Collecting, safeguarding and storing all Written Tests upon completion.
- (e) Contractor will be responsible for scoring and interpreting the Written Tests.

c. **Interviewing Incumbents**

As a part of the Fitness Psychological Testing, Contractor will administer personal interviews of the Incumbents that further evaluate an Incumbent’s fitness for duty as a police officer or as civilian CPD personnel (the “Personal Interviews”), according to the following requirements:

- (a) Contractor must provide licensed clinical psychologists, pursuant to the certification and licensing requirements of Section C below, to conduct Personal Interviews of all Incumbents.
- (b) Personal Interviews will be conducted at the Contractor's local facility, where such facility is easily accessible to CPD incumbents .
- (c) Contractor will schedule a Personal Interview with each Incumbent prior to when the Incumbent leaves the Screening Facility where the Incumbent took the Written Test.
- (d) Contractor must provide a sufficient number of psychologists and staff to schedule and interview each Incumbent.
- (e) Contractor must make available to the licensed clinical psychologists the results of the Incumbent’s Written Test prior to the Personal Interview.

- (f) Contractor must prepare a standardized interview format to be used by each of the psychologists during each Personal Interview in order to ensure the reliability and validity of the Personal Interview process.
- (g) The psychologist must prepare a written evaluation of each Incumbent based on the Personal Interview and the results of the Written Test, to be completed no later than 48 hours after the Personal Interview. The evaluation must be based upon each Incumbent's responses and on additional observations made by the interviewing psychologist.

d. **Recommendations for Fitness**

- (a) In addition to the Personal Interview evaluation, the psychologist must include a recommendation as to whether the Incumbent is fit for duty as a police officer or civilian CPD personnel after considering the results of the Written Test and Personal Interview.
- (b) Recommendations must be submitted in the form of a Screening Report, defined below, by the date and time specified by the Superintendent or his or her designee.
- (c) If an Incumbent re-evaluation is needed, the Contractor will conduct its own re-evaluation for fitness.
- (d) Contractor must maintain records of all candidates screened and all recommendations. Contractor will provide CPD, its employees, consultants or agents, access to any and all records so that CPD may conduct statistical evaluations of the results of the Fitness Psychological Testing.
- (e) Contractor must promptly notify the Police Director of Human Resources when an Incumbent fails to report as scheduled or fails to cooperate in any phase of the Fitness Psychological Testing.
- (f) In the event Contractor is making a fitness recommendation for Incumbents who have invoked the "Psychological Review" provisions of their applicable collective bargaining agreement, the Contractor must provide fitness recommendations in accord with the guidelines/standards set forth in said provisions. (See Exhibit 13).

e. **Screening Reports**

Contractor must draft a report for each Incumbent screened, which includes the results of the Incumbent's Written Test in addition to an evaluation of the Personal Interview (the "Screening Report"). The written report must indicate the name of each Incumbent screened in addition to a recommendation as to whether the Incumbent is fit for duty as incumbent police officer or civilian CPD personnel.

Contractor must submit each Screening Report to the Superintendent and the Police Director of Human Resources no later than 14 calendar days from the time of an Incumbent's Personal Interview. Extensions of this time requirement may only be waived with prior approval of the Superintendent or his or her designee.

f. **Standards for Screening Reports**

Screening Reports will conform to the following standards:

- (a) Where disqualifications or other adverse recommendations from the evaluations of Incumbents is based on or related to a real or perceived disability (e.g., mental or psychological disorder), the Screening Report will state with specificity the reason for recommending disqualification or other action, and the specific functions of the position that the individual could not perform or the performance of which was impaired, and the degree of impairment.

- (b) Each Screening Report must include a certification from the Contractor that all psychological exam results are confirmed by a state-certified clinical psychologist.
- (c) The Screening Report must state whether, in the opinion of the evaluating clinical psychologist, an accommodation can be made to allow performance of the essential functions of the position and what such accommodation would entail.

**C. CERTIFICATION AND LICENSING REQUIREMENTS**

Contractor's psychologists who conduct the Fitness Psychological Testing (the "Evaluators") must meet the following requirements per the IACP Guidelines (2013):

- a. Be licensed or certified psychologists or psychiatrists with experience in the diagnosis and treatment of mental and emotional disorders
- b. Be competent in the evaluation of law enforcement personnel
- c. Be familiar with the essential job functions of the employee being evaluated and the literature pertinent to psychological evaluations and psychological fitness for duty evaluations, particularly pertinent to police psychology literature
- d. Be familiar with, and act in accordance with local, state, and federal statutes, case law, and other legal requirements related to employment practices
- e. Be familiar with relevant professional guidelines
- f. Be trained and prepared to act as an expert witness if needed

Contractor should be affiliated with a Chicago-area psychiatric hospital, but it does not need to have an academic appointment at a university. Contractor must provide to the City a copy of the current licenses and certifications for clinical psychologists, staff, technical and ancillary personnel, as required by local, state or federal law, or approved alternate documentation.

Contractor is responsible for providing copies of appropriate licensure and certification from clinical staff members who will be assigned to the Agreement and documentation substantiating certification.

**D. EXPERT WITNESS TESTIMONY**

If necessary, the Evaluators must be available to provide expert testimony at court proceedings and administrative hearings and proceedings, regarding to the methodology employed for, and results arising from, the Fitness Psychological Testing, in addition to the handling of treatment and referral documentation. Such staff members must have sufficient experience in testifying and be established as an expert witness based upon this experience and professional credentials. Such Services shall be provided at the hourly rate quoted on Exhibit 2, Schedule of Compensation.

**E. STORAGE OF PSYCHOLOGICAL ASSESSMENT RECORDS**

- (a) Contractor must store and maintain all psychological screenings for Applicants at a secure location to be approved in advance by the Superintendent or his designee.
- (b) Contractor content and file sharing management systems must comply with the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act and Federal Risk and Authorized Management Program.
- (c) Contractor will provide the CPD with access to all psychological files for legal, departmental, and/or research studies as needed.
- (d) Contractor must return all psychological files to the CPD within 60 days of termination of the contract in accordance to (b)

- (e) Contractor will retain files according to required record keeping guidelines outlined by APA, State and Federal laws.
- (f) Contractor must have a minimum of one clinical psychologist on staff during normal business hours to provide on-going consultation to the CPD.
- (g) Contractor must have a staff clinical psychologist and appropriate staffing levels available during normal business day and hours to provide on-going consultation to the CPD.

**F. INVOICES**

Contractor will send invoices through the City's Centralized Invoice Processing mechanism, as set forth in Exhibit 9, Sample City of Chicago Professional Services Agreement, Section 5.5.3, Centralized Invoice Processing.

**G. EXCEPTIONS**

Any deviations from these specifications must be noted in the proposal submission with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made must be submitted with the proposal. Failure of a Respondent to comply with the terms of Exhibit 1, Scope of Services in this RFP may be cause for proposal rejection. The City reserves the right to disqualify proposals which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

## **GROUP C: PSYCHOLOGICAL RE-EVALUATION TESTING FOR REEVALUATION CANDIDATES**

### **A. SCOPE OF SERVICES**

Pursuant to this Group C Scope of Services, the Selected Respondent (“Contractor”) will conduct psychological re-assessments, upon the City’s request, which will include written tests and personal interviews, on previously interviewed pre-employment applicants (the “Reevaluation Candidates”) to determine a Reevaluation Candidate’s suitability to perform the duty of a police officer or civilian detention aide (the “Reevaluation Psychological Testing”). In addition to the Reevaluation Psychological Testing, the Contractor will also (1) draft, and make available to the CPD, written reports showing the results of the Reevaluation Psychological Testing, (2) store all records of the Reevaluation Psychological Testing, (3) consult with the CPD on an on-going basis with respect to the Reevaluation Psychological Testing and (4) testify in court and/or administrative hearings on behalf of the City regarding the Reevaluation Psychological Testing.

The City has recently retained a separate consultant to identify psychological knowledge, skills, abilities, and other personal characteristics (the “KSAOs”) relevant to assessing and incumbent sworn police officers and civilian CPD personnel. In accordance with the International Chiefs of Police *Pre-Employment Psychological Evaluation Guidelines* (2014), the Contractor will use the findings of the KSAOs as well as a review of the duties, responsibilities, working conditions, and other psychologically relevant job characteristics to inform the Reevaluation Psychological Testing process. Prior to the Reevaluation Psychological Testing, CPD will provide the KSAOs to the Contractor. The Contractor will, provided by and in consultation with the CPD, use written test content/items that measure the essential psychological KSAOs of the position. The Contractor will utilize the initial Psychological Testing report along with a new battery of tests for evaluation to the suitability of the pre-employment applicant.

The Contractor should have the staff and facilities necessary in the City to conduct Reevaluation Psychological Testing. The Contractor will not perform the Reevaluation Psychological Testing on any Reevaluation Candidates the Contractor has previously evaluated in connection with the Pre-employment applicant.

Contractor's key personnel must be specialized and board certified in common areas such as, but not limited to:

- Specific disorders (e.g., trauma, addiction, PTSD, sleep, sex, depression, anxiety or phobias)
- Neuropsychological disorders, and other psychological injuries
- Health (for disability determination, emotional functioning and competency issues)
- Forensic psychology (for civil and criminal matters)

### **B. SERVICE REQUIREMENTS**

#### **1. Compliance with Laws**

No unlicensed individual, partnership, association, corporation, or other legal entity will render any clinical psychological services, as defined in the Illinois Clinical Psychologist Licensing Act (225 ILCS

15/1/et. seq.)(the “Act”), in connection with the Agreement.

Further, all Services must be in compliance with the following:

- The Civil Rights Act of 1964 and 1991
- The Americans with Disabilities Act (1990)
- The City of Chicago Police Department Hiring Plan for Sworn Titles
- The Uniform Guidelines on Employee Selection Procedures (Equal Employment Opportunity Commission, 1978)
- The Principles for the Validation and Use of Personnel Selection Procedures (Society for Industrial and Organizational Psychology, 2003)
- The Standards for Educational and Psychological Testing (American Education Research, American Psychological Association & National Council on Measurement in Education, 1999)
- The Pre-employment Psychological Evaluations Guidelines (International Chiefs of Police, 2014)
- The Rehabilitation Act of 1973
- The Age Discrimination in Employment Act
- The Illinois Human Rights Act
- Chapter 2-160 of the Chicago Municipal Code as amended and all rules and regulations promulgated or issued there under.
- The Illinois Clinical Psychologist Licensing Act (225 ILCS 15/1/et. seq.)

## **2. Psychological Screening Services for Reevaluation Candidates**

### **a. Staffing**

Contractor will maintain a staff of psychologists, pursuant to the certification and licensing requirements of Section C below, who will conduct the Reevaluation Psychological Testing of the Reevaluation Candidates during the term of the Agreement at a testing site that has been approved, in advance, by the Superintendent or his or her designee (“Screening Facility”).

### **b. Written Tests**

As a part of the Reevaluation Psychological Testing, Contractor will administer written psychological tests of the Reevaluation Candidates, according to the following requirements:

- (a) The Reevaluation Psychological Testing will include certain validated written assessments that measure each Incumbent's psychological fitness for duty as a police officer or civilian detention aide (the “Written Tests”). The Written Tests should have adequate psychometric properties. All Written Tests will be administered to Reevaluation Candidates at a Screening Facility.
- (b) Contractor must administer the Written Tests on the dates directed by the Superintendent or his or her designee.
- (c) Contractor will incorporate the KSAOs, provided by and in consultation with the CPD, in the Written Tests.
- (d) The CPD may require additional Written Tests to be administered that may differ from the initial Psychological Testing evaluation.

- (e) Contractor will be responsible for all aspects of the Written Tests, which includes the following:
- i. Making all necessary arrangements to reserve the Screening Facility(s) for testing dates;
  - ii. Obtaining and transporting all Written Tests and other required assessment materials to the Screening Facility;
  - iii. Providing sufficient staff to proctor the Written Tests;
  - iv. Assisting Reevaluation Candidates; and
  - v. Collecting, safeguarding and storing all Written Tests upon completion.
- (f) Contractor will be responsible for scoring and interpreting the Written Tests.

**c. Interviewing Applicants:**

As a part of the Reevaluation Psychological Testing, Contractor will administer personal interviews of the Reevaluation Candidates that further evaluate a Reevaluation Candidate's suitability ("suitable" or "unsuitable") to the position of police officer or civilian **detention aide** (the "Personal Interviews"), according to the following requirements:

- (a) Contractor must provide licensed clinical psychologists, pursuant to the certification and licensing requirements of Section C below, to conduct Personal Interviews of all Reevaluation Candidates.
- (b) Personal Interviews will be conducted at the Contractor's local facility, where such facility is easily accessible to CPD applicants.
- (c) Contractor will schedule a Personal Interview with each pre-employment applicant prior to when the applicant leaves the Screening Facility where the Reevaluation Candidate took the Written Test.
- (d) Contractor must provide a sufficient number of psychologists and staff to schedule and interview each Reevaluation Candidate.
- (e) Contractor must make available to the licensed clinical psychologists the results of the Reevaluation Candidate's Written Test prior to the Personal Interview.
- (f) Contractor must prepare a standardized interview format to be used by each of the psychologists during each Personal Interview in order to ensure the reliability and validity of the Personal Interview process.
- (g) The psychologist must prepare a written evaluation of each Reevaluation Candidate based on the Personal Interview and the results of the Written Test, to be completed no later than 48 hours after the Personal Interview. The evaluation must be based upon each Reevaluation Candidate's responses and on additional observations made by the interviewing psychologist. The evaluation must also include information obtained from the initial Psychological Testing evaluation when preparing the written evaluation of each Reevaluation Candidate.

**d. Recommendation for Fitness**

- (a) In addition to the Personal Interview evaluation, the psychologist must include a recommendation as to whether the Reevaluation Candidate is "suitable" or "unsuitable" for the position of police officer or civilian **detention aide** after considering the results of the Written Test and Personal Interview.

- (b) Recommendations must be submitted in the form of a Screening Report, defined below, by the date and time specified by the Superintendent or his or her designee.
- (c) The CPD may decide to submit certain Reevaluation Candidates for re-evaluation. If a re-evaluation is needed, the Contractor will not conduct its own re-evaluation. An alternate contractor will conduct the re-evaluation so as to avoid any conflicts of interest in the evaluation process.
- (d) Contractor must maintain records of all candidates screened and all recommendations. Contractor will provide CPD, its employees, consultants or agents, access to any and all records so that CPD may conduct statistical evaluations of the results of the Reevaluation Psychological Testing.
- (e) Contractor must promptly notify the Police Director of Human Resources when a Reevaluation Candidate fails to report as scheduled or fails to cooperate in any phase of the Reevaluation Psychological Testing.
- (f) In the event Contractor is making a fitness recommendation for Reevaluation Candidates who have invoked the "Psychological Review" provisions of their applicable collective bargaining agreement, the Contractor must provide fitness recommendations in accord with the guidelines/standards set forth in said provisions. (See Exhibit 13).

**e. Screening Reports**

Contractor must draft a report for each Incumbent screened, which includes the results of the Reevaluation Candidate's Written Test in addition to an evaluation of the Personal Interview (the "Screening Report"). The written report must indicate the name of each Reevaluation Candidate screened in addition to a recommendation as to whether the Reevaluation Candidate is "suitable" or "unsuitable" for the position of police officer or civilian detention aide.

Contractor must submit each Screening Report to the Superintendent and the Police Director of Human Resources no later than 14 calendar days from the time of a Reevaluation Candidate's Personal Interview. Extensions of this time requirement may only be waived with prior approval of the Superintendent or his or her designee.

**f. Standards for Written Reports**

Screening Reports will conform to the following standards:

- (a) Where disqualifications or other adverse recommendations from the evaluations of Reevaluation Candidates is based on or related to a real or perceived disability (e.g., mental or psychological disorder), the Screening Report will state with specificity the reason for recommending disqualification or other action, and the specific functions of the position that the individual could not perform or the performance of which was impaired, and the degree of impairment.
- (b) Each Screening Report must include a certification from the Contractor that all psychological exam results are confirmed by a state-certified clinical psychologist.
- (c) The Screening Report must state whether, in the opinion of the evaluating clinical psychologist, an accommodation can be made to allow performance of the essential functions of the position and what such accommodation would entail. The CPD will make the final determination based upon Contractor results. No appeals will be allowed after the final Reevaluation process.

**C. CERTIFICATION/LICENSING REQUIREMENTS**

Contractor's psychologists who conduct the Reevaluation Psychological Testing (the "Evaluators") must meet the following requirements per the IACP Guidelines (2013):

- a. Be licensed or certified psychologists or psychiatrists with experience in the diagnosis and treatment of mental and emotional disorders
- b. Be competent in the evaluation of law enforcement personnel
- c. Be familiar with the essential job functions of the employee being evaluated and the literature pertinent to psychological evaluations and psychological fitness for duty evaluations, particularly pertinent to police psychology literature
- d. Be familiar with, and act in accordance with local, state, and federal statutes, case law, and other legal requirements related to employment practices
- e. Be familiar with relevant professional guidelines
- f. Be trained and prepared to act as an expert witness if needed

Contractor should be affiliated with a Chicago-area psychiatric hospital, but it does not need to have an academic appointment at a university. Contractor must provide to the City a copy of the current licenses and certifications for clinical psychologists, staff, technical and ancillary personnel, as required by local, state or federal law, or approved alternate documentation.

Contractor is responsible for providing copies of appropriate licensure and certification from clinical staff members who will be assigned to the Agreement and documentation substantiating certification.

**D. EXPERT WITNESS TESTIMONY**

If necessary, the Evaluators must be available to provide expert testimony at court proceedings and administrative hearings and proceedings, regarding to the methodology employed for, and results arising from, the Reevaluation Psychological Testing, in addition to the handling of treatment and referral documentation. Such staff members must have sufficient experience in testifying and be established as an expert witness based upon this experience and professional credentials. Such Services shall be provided at the hourly rate quoted on Exhibit 2, Schedule of Compensation.

**E. STORAGE OF PSYCHOLOGICAL ASSESSMENT RECORDS**

(a) Contractor must store and maintain all psychological screenings for Applicants at a secure location to be approved in advance by the Superintendent or his designee. Contractor will not be compensated for storage of files.

(b) Contractor content and file sharing management systems must comply with the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act and Federal Risk and Authorized Management Program.

(c) Contractor will provide the CPD with access to all psychological files for legal, departmental, and/or research studies as needed.

(d) Contractor must return all psychological files to the CPD within 60 days of termination of the contract in accordance to (b)

(e) Contractor will retain files according to required record keeping guidelines outlined by APA, State and Federal laws.

(f) Contractor must have a minimum of one clinical psychologist on staff during normal business hours to provide on-going consultation to the CPD.

(g) Contractor must have a staff clinical psychologist and appropriate staffing levels available during normal business day and hours to provide on-going consultation to the CPD.

**F. INVOICES**

Contractor will send invoices through the City's Centralized Invoice Processing mechanism, as set forth in Exhibit 9, Sample City of Chicago Professional Services Agreement, Section 5.5.3, Centralized Invoice Processing.

**G. EXCEPTIONS**

Any deviations from these specifications must be noted in the proposal submission with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made must be submitted with the proposal. Failure of a Respondent to comply with the terms of Exhibit 1, Scope of Services in this RFP may be cause for proposal rejection. The City reserves the right to disqualify proposals which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

**EXHIBIT 2:  
COMPENSATION SCHEDULE/COST PROPOSAL**

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

Maximum Fully Loaded Hourly Rates\*\*

Service	Maximum Fully Loaded Hourly Rate – Contract Year 2020	Maximum Fully Loaded Hourly Rate - Contract Year 2021	Maximum Fully Loaded Hourly Rate – Contract Year 2022	Maximum Fully Loaded Hourly Rate - Contract Year 2023	Maximum Fully Loaded Hourly Rate - Contract Year 2024	Maximum Fully Loaded Hourly Rate – Extension Year 2025*	Maximum Fully Loaded Hourly Rate – Extension Year 2026*	Maximum Fully Loaded Hourly Rate – Extension Year 2027*
<u>Group A</u> - Psychological Pre-Employment Assessment Services Testing: Licensed/Certified Clinical Psychologist or Psychiatrist	\$ \$							
<u>Group B</u> - Psychological Fitness for Duty Assessment Services: Licensed/Certified Clinical Psychologist or Psychiatrist	\$ \$							
<u>Group C</u> - Psychological Re-Evaluation Testing: Licensed/Certified Clinical Psychologist or Psychiatrist	\$ \$							

\* Option Years

Fully Loaded Hourly Rate includes, but is not necessarily limited to, labor, overhead and payroll burden.

**EXHIBIT 2:  
COMPENSATION SCHEDULE/COST PROPOSAL**

Maximum Fully Loaded Hourly Rates\*\*

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

Service	Maximum Fully Loaded Hourly Rate - 2020	Maximum Fully Loaded Hourly Rate - 2021	Maximum Fully Loaded Hourly Rate - 2022	Maximum Fully Loaded Hourly Rate - 2023	Maximum Fully Loaded Hourly Rate - 2024	Maximum Fully Loaded Hourly Rate – 2025*	Maximum Fully Loaded Hourly Rate – 2026*	Maximum Fully Loaded Hourly Rate – 2027*
Testimony in Court and/or Administrative Hearings, Psychological Expert Witness	\$							

\* Option Years

Fully Loaded Hourly Rate includes, but is not necessarily limited to, labor, overhead and payroll burden.

**EXHIBIT 3  
COMPANY PROFILE INFORMATION**

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

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

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

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

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

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

(1) Client Name: \_\_\_\_\_

(2) Address: \_\_\_\_\_

(3) City, State, Zip Code: \_\_\_\_\_

(4) Project Manager: \_\_\_\_\_

(5) Telephone Number: \_\_\_\_\_

(6) E-mail: \_\_\_\_\_

(7) Number of Employees in Client Organization: \_\_\_\_\_

(8) Project Scope of Services/Goals: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(9) Contract Award Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

(10) Initial Contract Amount: \$\_\_\_\_\_ Final Contract Amount: \$\_\_\_\_\_

(11) Describe how the client's goals were met. Describe how the Psychological Testing for Pre-Employment, Fitness for Duty or Re-Evaluation Services was implemented. Attach additional pages, as necessary.

\_\_\_\_\_  
\_\_\_\_\_

(12) Discuss significant obstacles to providing the required services and how those obstacles were overcome.

\_\_\_\_\_  
\_\_\_\_\_

(13) Is the client still utilizing the Psychological Testing for Pre-Employment, Fitness for Duty or Re-Evaluation services?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(14) What was the cost/financing structure of the contract for the proposed services?

\_\_\_\_\_

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



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

MBE & WBE Special Conditions for Commodities or Services Contracts

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

**1.1. Policy and Terms**

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

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

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
25.0%	5.0%

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

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

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

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

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

## **1.2. Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Women Owned Business Enterprise" or "WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois.

### **1.3. Joint Ventures**

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint

venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
  - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
  - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
  - iii. Each joint venture partner executes the bid to the City; and
  - iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

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

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

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

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

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

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

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

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

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

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

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

manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.

- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
  - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
  - ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
  - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
  - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
  - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
  - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
  - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
  - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder determines that

it is unable to meet the MBE and/or WBE Contract-Specific Goals on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

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

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

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

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

**1.5.1. Direct / Indirect Participation**

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

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
  1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
  2. A listing of all MBE/WBE firms contacted that includes:
    - Name, address, telephone number and email of MBE/WBE firms solicited;
    - Date and time of contact;
    - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
  3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
    - Project identification and location;

- Classification/commodity of work items for which quotations were sought;
- Date, item and location for acceptance of subcontractor bid proposals;
- Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
- Affirmation that Good Faith Efforts have been demonstrated by:
  - choosing subcontracting opportunities likely to achieve MBE/WBE goals;
  - not imposing any limiting conditions which were not mandatory for all subcontractors;
  - providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

**OR**

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

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

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

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor

may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

### **1.5.3. Impracticability**

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

The requirements set forth in these Regulations (this subsection 1.5, "Regulations Governing Reductions to or Waiver of MBEWBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

## **1.6. Procedure to Determine Bid Compliance**

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

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

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

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

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

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

each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

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

**(2) Letters of Certification.**

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

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

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 1.3, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

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

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 1.5, "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

**(5) Application for Approval of Mentor Protégé Agreement**

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

### **1.7. Reporting Requirements During the Term of the Contract**

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.  
  
Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>
- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

### **1.8. Changes to Compliance Plan**

#### **1.8.1. Permissible Basis for Change Required**

No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to

entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

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

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

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

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

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

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

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

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

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

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

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

### **1.10. Arbitration**

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

arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**1.11. Equal Employment Opportunity**

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

**1.12. Attachments and Schedules**

The following attachments and schedules follow, they may also be downloaded from the Internet at:

<http://www.cityofchicago.org/forms>

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

Attachment A – Assist Agency List



**CITY OF CHICAGO  
ASSIST AGENCY LIST**

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

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

<p><b>Federation of Women Contractors</b> 5650 S. Archer Avenue Chicago, IL 60638 Phone: (312) 360-1122 Fax: (312) 360-0239 Email: <a href="mailto:fwcchicago@aol.com">fwcchicago@aol.com</a> Web: <a href="http://www.fwcchicago.com">www.fwcchicago.com</a></p> <p><b>Hispanic American Construction Industry Association (HACIA)</b> 650 West Lake Street Chicago, IL 60661 Phone: (312) 666-5910 Fax: (312) 666-5692 Email: <a href="mailto:info@haciaworks.org">info@haciaworks.org</a> Web: <a href="http://www.haciaworks.org">www.haciaworks.org</a></p> <p><b>Illinois Hispanic Chamber of Commerce</b> 855 W. Adams, Suite 100 Chicago, IL 60607 Phone: (312) 425-9500 Fax: (312) 425-9510 Email: <a href="mailto:oduque@ihccbusiness.net">oduque@ihccbusiness.net</a> Web: <a href="http://www.ihccbusiness.net">www.ihccbusiness.net</a></p> <p><b>Latin American Chamber of Commerce</b> 3512 West Fullerton Avenue Chicago, IL 60647 Phone: (773) 252-5211 Fax: (773) 252-7065 Email: <a href="mailto:d.lorenzopadron@latinamericanchamberofcommerce.com">d.lorenzopadron@latinamericanchamberofcommerce.com</a> Web: <a href="http://www.latinamericanchamberofcommerce.com">www.latinamericanchamberofcommerce.com</a></p> <p><b>National Organization of Minority Engineers</b> 33 West Monroe Suite 1540 Chicago, Illinois 60603 Phone: (312) 425-9560 Fax: (312) 425-9564 Email: <a href="mailto:shandy@infrastructure-eng.com">shandy@infrastructure-eng.com</a> Web: <a href="http://www.nomeonline.org">www.nomeonline.org</a></p> <p><b>National Association of Women Business Owners</b> Chicago Chapter 230 E. Ohio, Suite 400 Chicago, IL 60611 Phone: (312) 224-2605 Fax: (312) 6448557 Email: <a href="mailto:info@nawbochicago.org">info@nawbochicago.org</a> Web: <a href="http://www.nawbochicago.org">www.nawbochicago.org</a></p>	<p><b>Rainbow/PUSH Coalition</b> International Trade Bureau 930 E. 50<sup>th</sup> Street Chicago, IL 60615 Phone: (773) 256-2781 Fax: (773) 373-4104 Email: <a href="mailto:bevans@rainbowpush.org">bevans@rainbowpush.org</a> Web: <a href="http://www.rainbowpush.org">www.rainbowpush.org</a></p> <p><b>South Shore Chamber, Incorporated</b> Black United Funds Bldg. 1750 E. 71<sup>st</sup> Street Chicago, IL 60649-2000 Phone: (773) 955- 9508 Email: <a href="mailto:sshorechamber@sbcglobal.net">sshorechamber@sbcglobal.net</a> Web: <a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a></p> <p><b>Suburban Minority Contractors Association</b> 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: (847) 852-5010 Fax: (847) 382-1787 Email: <a href="mailto:aprilcobra@hotmail.com">aprilcobra@hotmail.com</a> Web: <a href="http://www.suburbanblackcontractors.org">www.suburbanblackcontractors.org</a></p> <p><b>Women Construction Owners &amp; Executives (WCOE)</b> Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: (708) 366-1250 Fax: (708) 366-5418 Email: <a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a> Web: <a href="http://www.wcoeusa.org">www.wcoeusa.org</a></p> <p><b>Women's Business Development Center</b> 8 South Michigan Ave., Suite 400 Chicago, IL 60603 Phone: (312) 853-3477 Fax: (312) 853-0145 Email: <a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a> Web: <a href="http://www.wbdc.org">www.wbdc.org</a></p>
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**Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder’s Request for Reduction or Waiver of MBE/WBE Goals  
On Bidder/Proposer’s Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**

RETURN RECEIPT REQUESTED

(Date)

**Specification No.:** 886127  
**Project Description:** Psychological Testing for Pre-Employment, Fitness for Duty and Re-Evaluation

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

Dear \_\_\_\_\_:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Name of Company Representative at Address/Phone

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

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

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

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

Sincerely,

**Schedule B – Affidavit of Joint Venture**

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

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

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

- I. Name of joint venture: \_\_\_\_\_  
Address of joint venture: \_\_\_\_\_  
Phone number of joint venture: \_\_\_\_\_
- II. Identify each non-MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- III. Identify each MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
  - A. What are the percentage(s) of MBE/WBE ownership of the joint venture?  
MBE/WBE ownership percentage(s) \_\_\_\_\_  
Non-MBE/WBE ownership percentage(s) \_\_\_\_\_
  - B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
    1. Profit and loss sharing: \_\_\_\_\_
    2. Capital contributions:
      - (a) Dollar amounts of initial contribution: \_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

A. Joint venture check signing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Acquisition of lines of credit:

\_\_\_\_\_  
\_\_\_\_\_

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

- \_\_\_\_\_
- E. Acquisition and indemnification of payment and performance bonds:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- F. Negotiating and signing labor agreements:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- G. Management of contract performance. (Identify by name and firm only):
- 1. Supervision of field operations: \_\_\_\_\_
  - 2. Major purchases: \_\_\_\_\_
  - 3. Estimating: \_\_\_\_\_
  - 4. Engineering: \_\_\_\_\_
- VIII. Financial Controls of joint venture:
- A. Which firm and/or individual will be responsible for keeping the books of account?  
\_\_\_\_\_
- B. Identify the managing partner, if any, and describe the means and measure of their compensation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.



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

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

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

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

_____	_____
Name of MBE/WBE Partner Firm	Name of Non-MBE/WBE Partner Firm
	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: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant**



**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

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

Project Name: \_\_\_\_\_ Specification No.: \_\_\_\_\_

From: \_\_\_\_\_  
(Name of MBE/WBE Firm)

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

**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.

One or more owners or principals of the Prime Contractor ( ) does / ( ) does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: \_\_\_\_\_

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

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

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

\_\_\_\_\_  
(Name/Title-Please Print)

\_\_\_\_\_  
(Email & Phone Number)

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



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

**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

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

Project Name: \_\_\_\_\_

Specification No.: \_\_\_\_\_

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

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

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

**I. Direct Participation of MBE/WBE Firms:**

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

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

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

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

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

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

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed:<sup>1</sup> \_\_\_\_%

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

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

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

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

<sup>1</sup> The Prime Contractor may claim an additional 0.5 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

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

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

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

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

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

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

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

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

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

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

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

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

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

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

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

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

5. Attach Additional Sheets as Needed

**II. Indirect Participation of MBE/WBE Firms**

**NOTE:** This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

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

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

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

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

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

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

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

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

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

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

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

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

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

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

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

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

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

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

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

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

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

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

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

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

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

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

5. Attach Additional Sheets as Needed

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

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

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

1. MBE Direct Participation

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

2. MBE Indirect Participation

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

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

1. WBE Direct Participation

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

2. WBE Indirect Participation

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

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

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

\_\_\_\_\_  
(Name- Please Print or Type) (Phone)

One or more owners or principals of the Prime Contractor ( ) does / ( ) does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
(Name of Prime Contractor – Print or Type) State of: \_\_\_\_\_

\_\_\_\_\_  
(Signature) County of: \_\_\_\_\_

\_\_\_\_\_  
(Name/Title of Affiant – Print or Type)

\_\_\_\_\_  
(Date)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above signed officer \_\_\_\_\_  
(Name of Affiant)

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

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

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

SEAL:

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

## EXHIBIT 6

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

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP), FOR PSYCHOLOGICAL TESTING FOR PRE-EMPLOYMENT, FITNESS FOR DUTY AND RE-EVALUATION SERVICES, SPECIFICATION NO. 886127, THE RESPONDENT(S) SHALL SUBMIT 2 DOCUMENTS: 1) A "**CERTIFICATE OF FILING**" EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED **ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT** SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

#### 1. ONLINE EDS FILING

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

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

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

##### 1.2. ONLINE EDS WEB LINK

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

##### 1.3. ONLINE EDS NUMBER

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

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

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

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. See Section V. B.12, Required Contents of Proposal in the RFP. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

##### 1.5. PREPARATION CHECKLIST FOR REGISTRATION

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

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

**1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION**

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

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

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

\_\_\_\_\_

6. List of Commissioners, officers, titleholders, etc. (if applicable).

\_\_\_\_\_

\_\_\_\_\_

7. For partnerships/LLC/LLP/Joint ventures, etc.:

\_\_\_\_\_

\_\_\_\_\_

a. List of controlling parties (if applicable).

\_\_\_\_\_

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

\_\_\_\_\_

8. Contract related information (if applicable):

\_\_\_\_\_

\_\_\_\_\_

a. City of Chicago contract package

\_\_\_\_\_

\_\_\_\_\_

b. Cover page of City of Chicago bid/solicitation package

\_\_\_\_\_

\_\_\_\_\_

c. If EDS is related to a mod, then cover page of your current contract with the City.

\_\_\_\_\_

\_\_\_\_\_

9. List of subcontractors and retained parties:

\_\_\_\_\_

\_\_\_\_\_

a. Name

\_\_\_\_\_

\_\_\_\_\_

b. Address

\_\_\_\_\_

\_\_\_\_\_

c. Fees – Estimated or paid

\_\_\_\_\_

## 1.7. EDS FREQUENTLY ASKED QUESTIONS

**Q: Where do I file?**

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

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

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

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

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

**Q: Who is the Applicant?**

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

**Q: Who is the Disclosing Party?**

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

**Q: What is an entity or legal entity?**

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

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

A: "Person" means a human being.

**Q: Who must submit an EDS?**

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

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

**Q: What information is needed to submit an EDS?**

A: The information contained in the Preparation Checklist for EDS submission.

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

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

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

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

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

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

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

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or 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 EDS team member, contact your EDS Captain, who can look up your user ID.

**Q: Who is the EDS Captain?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT A  
ONLINE EDS ACKNOWLEDGEMENT**

The undersigned, hereby acknowledges having received Specification No. 886127 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

#### Chicago Police Department

#### A. INSURANCE REQUIRED

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

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)  
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services or operations under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident; \$500,000 disease-policy limit; and \$500,000 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 and other entities as required by City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Contractor 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. The City is to be added as an additional insureds on a primary, non-contributory basis.

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.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance 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. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

5) Professional Liability – Errors & Omissions

When any systems technicians, telecommunication engineers, program/project management professionals, network consultants/designers, other EDP electronic data processing professionals including but not limited to system programmers, software designers/consultants or other professional consultants perform work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include performance of or failure to perform EDP, performance of or failure to perform other computer services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work related to the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of Two

(2) years.

Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned, or used by Contractor.

## **B. Additional Requirements**

Evidence of Insurance. Contractor must furnish the City, Chicago Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602 and to Department of Innovation & Technology, 333 S. State Street, Room LL30, Chicago, IL 60604 original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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

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

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

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City

under all required insurance herein for any loss arising from or relating to this Agreement. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

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

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

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

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

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

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

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

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City,

Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

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

## EXHIBIT 8

### CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

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

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

## **EXHIBIT 9**

### **CITY OF CHICAGO SAMPLE PROFESSIONAL SERVICES AGREEMENT**

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

Respondents are directed to review the provided Professional Services Agreement: filename: Spec886127\_Exhibit\_9.pdf

## EXHIBIT 10

### Data Protection Requirements for Contractors, Vendors and Third-Parties

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

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

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

1. 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/is-and-it-policies.html](http://www.cityofchicago.org/city/en/depts/doi/supp_info/is-and-it-policies.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 11: 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: PSYCHOLOGICAL TESTING FOR PRE-EMPLOYMENT, FITNESS FOR DUTY AND RE-EVALUATION  
Specification #: 886127

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)

**Exhibit 12: FOP AND PBPA COLLECTIVE BARGAINING AGREEMENTS (SECTION 9.4; SECTION 9A.1)**

1) AGREEMENT BETWEEN THE CITY OF CHICAGO DEPARTMENT OF POLICE AND THE FRATERNAL ORDER OF POLICE CHICAGO LODGE NO. 7: Section 9.4 — Psychological Review.

Grievances concerning involuntary removal from active duty due to psychological or psychiatric reasons will comply with the following procedures:

Step One: An Officer who wants to challenge the Employer's decision to place him or her involuntarily on the medical roll will file a grievance with the Medical Services Section within ten (10) calendar days of being placed on the medical roll, or if the member was on full authorized furlough during his or her involuntary placement, within thirty-five (35) calendar days of being placed on the medical roll.

If the Employer's psychiatrist/psychologist recommends that the Officer is fit for full duty and also was fit when he or she was involuntarily placed on the medical roll due to psychological or psychiatric reasons, the Officer shall have any paid medical time used during such period of being involuntarily placed on the medical roll restored and will be made whole for lost pay and other benefits to which he or she is entitled.

Step Two: For a member who has filed a timely grievance at Step One, and/or when the Employer's psychiatrist/psychologist recommends that the Officer is unfit for full duty and was also unfit when he or she was involuntarily placed on the medical roll due to psychological or psychiatric reasons, then upon written request made by the Lodge within ten (10) calendar days of notice to the member that he or she is unfit for duty, the Lodge may file a grievance at Step Two and may request review of that decision by a three-member psychological review panel ("Panel"). The Officer shall, as promptly as feasible, be evaluated by a panel of three psychiatrists or psychologists, one appointed by the Lodge, one appointed by the Employer and a third appointed by mutual agreement of the Employer's and the Lodge's psychiatrist or psychologist knowledgeable about police duties. This Panel shall have the authority to examine and evaluate the Officer, and recommend whether or not the Officer is fit for duty. In making its recommendations, the primary considerations of the Panel shall be the protection and safety of, and need for effective service to, the public. These considerations shall prevail over all others in any case of conflict of interests between the Officer and the Employer.

If the Panel recommends that the Officer is fit for duty, and was also fit when he or she was placed involuntarily on the medical roll due to psychological or psychiatric reasons, then the Officer shall have any paid medical time used during such involuntary period on the medical roll restored, and will be made whole for lost pay and other benefits to which he or she is entitled.

If the Panel determines that the member was unfit for duty at the time he or she was involuntarily placed on the medical roll, but became fit for duty sometime thereafter, the Panel shall identify the point at which the member was fit for duty and the member will be made whole for lost pay and benefits from the date that the panel determined he or she was fit for duty.

Each party shall bear the full cost of the Panel member appointed by it, with the cost of the mutually-appointed Panel member to be split equally between the parties. The recommendations of the Panel shall be binding upon the Employer, the Lodge and the Officer.

The Lodge and the Employer acknowledge that procedural disputes which prevent the Panel from going forward with the review process set forth above may arise. The Lodge and the Employer acknowledge that it is in the

best interests of all persons involved in the Psychological Review 14 process to have these procedural disputes resolved as promptly and as fairly as possible. Once such a procedural dispute arises, the parties will have seven (7) working days to resolve the dispute. If they cannot resolve the dispute, either party may initiate the Summary Arbitration Process if the dispute involves the timeliness of the grievance or the period of time which the Panel is to consider when determining when the Officer became fit. Any other procedural dispute may be submitted to the Summary Arbitration process only by mutual agreement of the parties. The Lodge and the Employer will maintain a group of three (3) arbitrators for the Summary Arbitration Process. One arbitrator will be selected from this group to decide the dispute. The parties will share equally the cost of the arbitrator. At the earliest possible time, representatives of the Lodge and the Employer will appear before the arbitrator. Either party may call witnesses, provided notice is given to the other party before the hearing date is selected. No written briefs will be permitted. No court reporter will be allowed. The arbitrator will issue a decision within ten (10) working days following the hearing. The decision of the arbitrator will be binding on the Lodge, the Employer, and the members of the review Panel. The decision will not set a binding precedent on subsequent procedural disputes.

## 2) AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE POLICEMEN'S BENEVOLENT & PROTECTIVE ASSOCIATION OF ILLINOIS, UNIT 156-SERGEANTS: Section 9A.1 - Psychological Review

Grievances concerning involuntary removal from active duty due to psychological or psychiatric reasons will comply with the following procedures:

Step One: A Sergeant who wants to challenge the Employer's decision to place him/her involuntarily on the medical roll will file a grievance with the Medical Administrator within ten (10) calendar days of being placed on the medical roll, or, if the Sergeant was on authorized furlough during his/her involuntary placement, within thirty-five (35) calendar days of being placed on the medical roll or within thirty-five (35) calendar days of the Sergeant on furlough being notified of placement on the medical roll.

If the Employer's psychiatrist/psychologist recommends that the Sergeant is fit for full duty and also was fit when he/she was involuntarily placed on the medical roll due to psychological or psychiatric reasons, the Sergeant shall have any paid medical time used during such period of being involuntarily placed on the medical roll restored and will be made whole for lost pay and other benefits to which he/she is entitled.

Step Two: For a Sergeant who has filed a timely grievance at Step One and/or when the Employer's psychiatrist/psychologist recommends that the Sergeant is unfit for full duty and was also unfit when he/she was involuntarily placed on the medical roll due to psychological or psychiatric reasons, upon written request made by Unit 156-Sergeants within ten (10) calendar days of notice to the Sergeant that he/she is unfit for duty, Unit 156-Sergeants may file a grievance at Step Two and may request review of that decision by a three- (3-) member psychological review panel. The Sergeant shall, as promptly as feasible, be evaluated by a panel of three (3) psychiatrists or psychologists, one (1) appointed by Unit 156-Sergeants, one (1) appointed by the Employer and a third knowledgeable about police duties appointed by mutual agreement of the Employer's and Unit 156-Sergeants' psychiatrist or psychologist. This panel shall have the authority to examine and evaluate the Sergeant and recommend whether the Sergeant is fit for duty. In making its recommendations, the primary considerations of the panel shall be the protection and safety of, and need for effective service to, the public. These considerations shall prevail over all others in any case of a conflict of interests between the Sergeant and the Employer.

If the panel recommends that the Sergeant is fit for duty and was also fit when he/she was placed involuntarily on the medical roll due to psychological or psychiatric reasons, then the Sergeant shall have any paid medical

time used during such involuntary period on the medical roll restored and will be made whole for lost pay and other benefits to which he/she is entitled.

If the panel determines that the Sergeant was unfit for duty at the time he/she was involuntarily placed on the medical roll, but became fit for duty sometime thereafter, the panel shall identify the point at which the Sergeant was fit for duty, and the Sergeant will be made whole for lost pay and benefits from the date that the panel determined he/she was fit for duty.

Each party shall bear the full cost of the panel member appointed by it, with the cost of the mutually appointed panel member to be split equally between the parties. The recommendations of the panel shall be binding upon the Employer, Unit 156-Sergeants and the Sergeant.

3) AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE POLICEMEN'S BENEVOLENT & PROTECTIVE ASSOCIATION OF ILLINOIS, UNIT 156-LIEUTENANTS: Section 9A.1 - Psychological Review.

Grievances concerning involuntary removal from active duty due to psychological or psychiatric reasons will comply with the following procedures:

Step One: A Lieutenant who wants to challenge the Employer's decision to place him/her involuntarily on the medical roll will file a grievance with the Medical Administrator within ten (10) calendar days of being placed on the medical roll, or, if the Lieutenant was on authorized furlough during his/her involuntary placement, within thirty-five (35) calendar days of being placed on the medical roll or within thirty-five (35) calendar days of the Lieutenant on furlough being notified of placement on the medical roll.

If the Employer's psychiatrist/psychologist recommends that the Lieutenant is fit for full duty and also was fit when he/she was involuntarily placed on the medical roll due to psychological or psychiatric reasons, the Lieutenant shall have any paid medical time used during such period of being involuntarily placed on the medical roll restored and will be made whole for lost pay and other benefits to which he/she is entitled.

Step Two: For a Lieutenant who has filed a timely grievance at Step One and/or when the Employer's psychiatrist/psychologist recommends that the Lieutenant is unfit for full duty and was also unfit when he/she was involuntarily placed on the medical roll due to psychological or psychiatric reasons, upon written request made by Unit 156-Lieutenants within ten (10) calendar days of notice to the Lieutenant that he/she is unfit for duty, Unit 156-Lieutenants may file a grievance at Step Two and may request review of that decision by a three-(3-) member psychological review panel. The Lieutenant shall, as promptly as feasible, be evaluated by a panel of three (3) psychiatrists or psychologists, one (1) appointed by Unit 156-Lieutenants, one (1) appointed by the Employer and a third knowledgeable about police duties appointed by mutual agreement of the Employer's and Unit 156-Lieutenants' psychiatrist or psychologist. This panel shall have the authority to examine and evaluate the Lieutenant and recommend whether the Lieutenant is fit for duty. In making its recommendations, the primary considerations of the panel shall be the protection and safety of, and need for effective service to, the public. These considerations shall prevail over all others in any case of a conflict of interests between the Lieutenant and the Employer.

If the panel recommends that the Lieutenant is fit for duty and was also fit when he/she was placed involuntarily on the medical roll due to psychological or psychiatric reasons, then the Lieutenant shall have any paid medical time used during such involuntary period on the medical roll restored and will be made whole for lost pay and other benefits to which he/she is entitled.

If the panel determines that the Lieutenant was unfit for duty at the time he/she was involuntarily placed on the medical roll, but became fit for duty sometime thereafter, the panel shall identify the point at which the

Lieutenant was fit for duty, and the Lieutenant will be made whole for lost pay and benefits from the date that the panel determined he/she was fit for duty.

Each party shall bear the full cost of the panel member appointed by it, with the cost of the mutually appointed panel member to be split equally between the parties. The recommendations of the panel shall be binding upon the Employer, Unit 156-Lieutenants and the Lieutenant.

4) AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE POLICEMEN'S BENEVOLENT & PROTECTIVE ASSOCIATION OF ILLINOIS, UNIT 156-CAPTAINS: Section 9A.1 - Psychological Review.

Grievances concerning involuntary removal from active duty due to psychological or psychiatric reasons will comply with the following procedures:

Step One: A Captain who wants to challenge the Employer's decision to place him/her involuntarily on the medical roll will file a grievance with the Medical Administrator within ten (10) calendar days of being placed on the medical roll, or, if the Captain was on authorized furlough during his/her involuntary placement, within thirty-five (35) calendar days of being placed on the medical roll or within thirty-five (35) calendar days of the Captain on furlough being notified of placement on the medical roll.

If the Employer's psychiatrist/psychologist recommends that the Captain is fit for full duty and also was fit when he/she was involuntarily placed on the medical roll due to psychological or psychiatric reasons, the Captain shall have any paid medical time used during such period of being involuntarily placed on the medical roll restored and will be made whole for lost pay and other benefits to which he/she is entitled.

Step Two: For a Captain who has filed a timely grievance at Step One and/or when the Employer's psychiatrist/psychologist recommends that the Captain is unfit for full duty and was also unfit when he/she was involuntarily placed on the medical roll due to psychological or psychiatric reasons, upon written request made by Unit 156-Captains within ten (10) calendar days of notice to the Captain that he/she is unfit for duty, Unit 156-Captains may file a grievance at Step Two and may request review of that decision by a three- (3-) member psychological review panel. The Captain shall, as promptly as feasible, be evaluated by a panel of three (3) psychiatrists or psychologists, one (1) appointed by Unit 156-Captains, one (1) appointed by the Employer and a third knowledgeable about police duties appointed by mutual agreement of the Employer's and Unit 156-Captains' psychiatrist or psychologist. This panel shall have the authority to examine and evaluate the Captain and recommend whether the Captain is fit for duty. In making its recommendations, the primary considerations of the panel shall be the protection and safety of, and need for effective service to, the public. These considerations shall prevail over all others in any case of a conflict of interests between the Captain and the Employer.

If the panel recommends that the Captain is fit for duty and was also fit when he/she was placed involuntarily on the medical roll due to psychological or psychiatric reasons, then the Captain shall have any paid medical time used during such involuntary period on the medical roll restored and will be made whole for lost pay and other benefits to which he/she is entitled.

If the panel determines that the Captain was unfit for duty at the time he/she was involuntarily placed on the medical roll, but became fit for duty sometime thereafter, the panel shall identify the point at which the Captain was fit for duty, and the Captain will be made whole for lost pay and benefits from the date that the panel determined he/she was fit for duty.

Each party shall bear the full cost of the panel member appointed by it, with the cost of the mutually appointed panel member to be split equally between the parties. The recommendations of the panel shall be binding upon the Employer, Unit 156-Captains and the Captain.

## **Exhibit 13: CHICAGO POLICE DEPARTMENT DIRECTIVES**

### **1) Chicago Police Department Employee Resource: E01-09 Drugs, Drug Abuse, and Mandatory Physical and/or Psychological Examinations**

#### **I. PURPOSE**

This directive:

- A. states Department policy relating to the use of illegal drugs and the abuse of legally prescribed drugs by Department members.
- B. sets forth conditions in which a mandatory physical and/or psychological examination will be required of a Department member.
- C. satisfies CALEA Law Enforcement Standard Chapters 22, 26, 32 and 35.

#### **II. POLICY**

- A. It is imperative that all Department members have the physical stamina and psychological stability to properly perform all required duties.
- B. The use of illegal drugs, cannabis, or non-prescribed controlled substances or the abuse of legally prescribed drugs or controlled substances by any Department member is strictly prohibited. Violation of this policy will result in disciplinary action and/or separation from the Department.
- C. Mandatory physical and/or psychological examinations will include, but not be limited to, a screening for the presence of any drugs.

#### **III. NOTIFICATION**

- A. A member required to have a mandatory physical and/or psychological examination will be provided with a written notice of the examination, the name of the requester/complainant, and the reason for the examination. A person will be named as the requester/complainant in each case and will normally be the person requesting the examination (member's supervisor, unit commanding officer, occupational health physician, Director, Human Resources Division).
- B. The name of the requester/complainant and the reason for the examination will be entered on the Mandatory Physical and/or Psychological Examination Notice (CPD-62.461) form. The original of the Mandatory Physical and/or Psychological Examination Notice form will be retained in the member's medical file and a copy will be provided to the member.

#### **IV. MANDATORY PHYSICAL AND/OR PSYCHOLOGICAL EXAMINATION**

- A. Mandatory physical and/or psychological examinations will normally be scheduled by the Medical Services Section when in the opinion of the Medical Services Section Administrator or occupational health physician:
  - 1. an examination of any member is required to identify the cause of an illness or incapacitation.
  - 2. a pattern of Medical Roll use indicates that the member may not be physically fit to perform required duties.

B. A mandatory physical examination, the scope of which will be determined by the Medical Services Section Administrator, will be conducted when a member:

1. has exhibited unusual work habits or behavioral traits and/or was incapable of performing required duties and a unit commanding officer/designated supervisor has furnished written documentation citing specific instances.
2. is scheduled to submit to a Department ordered psychological and/or psychiatric examination.
3. is appointed to an exempt position, subject to promotion to a career service rank, or is applying for assignment to certain specialized Department units (when notice has been given that a physical examination is required).
4. qualifies for an extra-Departmental training program of more than a week in duration which has been approved by the Academic Selection Board.
5. is returning to the Department after an absence of 30 days or more:
  - a. from a leave of absence or suspension.
  - b. pursuant to an order of a court or an order of the Police Board.
  - c. from military leave.
  - d. to be reemployed.
6. or a specific group of members, as determined by years of service or specialized assignment (e.g., Explosives Technician, Bureau of Organized Crime) are scheduled for such examinations.

#### **V. RANDOM DRUG TESTING SECTION STANDARD OPERATING PROCEDURES**

The Director, Human Resources Division, in conjunction with the Commanding Officer, Random Drug Testing Section, will ensure that written Standard Operating Procedures are established for the Random Drug Testing Section, *in compliance with collective bargaining agreements*.

#### **VI. SPECIFIC RESPONSIBILITIES**

A. The Medical Services Section Administrator will:

1. identify those members whose use of the Medical Roll or reported medical condition requires a mandatory physical and/or psychological examination and report their status to the Director, Human Resources Division.
2. schedule these members for mandatory physical and/or psychological examinations.

B. The member subject to a mandatory physical and/or psychological examination will:

1. report on the specified date and time to the location identified by the Medical Services Section and listed on the Mandatory Physical and/or Psychological Examination Notice form.
2. furnish documentation relating to the use of any prescribed drugs, such as prescription bottle

with prescription number, prescribing physician's statement, etc.

3. answer all premedical examination questions relating to the member's medical history, including the use of any/all prescribed drugs and the name(s) of any prescribing physician(s) by completing the Appraisal of Health History (CPD-62.424) form.

4. cooperate in the completion of all phases of the mandatory physical and/or psychological examination in accordance with the instruction of the examining physician or his or her designee.

C. The Director, Human Resources Division, will:

1. order a mandatory physical examination to determine the presence of any medical reason for the member's performance problems when a member is enrolled in the **Behavioral Intervention System** or **Personnel Concerns Program**.

2. when necessary, initiate a preliminary investigation to determine the validity of a member's statement that he or she is presently taking prescribed drugs as documented on the Appraisal of Health History form.

a. If the preliminary investigation reveals that the drugs have been legally prescribed and are being consumed in accordance with prescription directions, a Complaint Register investigation will not be initiated.

b. A Complaint Register investigation will be initiated when the tests results indicate improper drug usage by the member or if the member refuses to cooperate with the requirements described in Section VI-B in this directive.

3. when a Complaint Register investigation has been initiated, forward a To-From-Subject report to the Civilian Office of Police Accountability without delay in accordance with the Department directive entitled "**Complaint and Disciplinary Procedures.**"

D. Unit commanding officers/designated supervisors will be responsible for ensuring that members have been properly notified of the date and time of a scheduled mandatory physical and/or psychological examination and that the notification has been properly documented.

## **2) Chicago Police Department Employee Resource: E03-01 Medical Policy**

### **I. PURPOSE**

This directive establishes Department procedures for:

A. Sworn Medical Roll - [Injury on Duty](#) Status.

B. Sworn Medical Roll - Non Injury on Duty Status.

C. Sworn Limited/Convalescent Duty Program.

D. Civilian Injury on Duty Status

E. Civilian Sick Leave

F. Crossing Guard - Injury on Duty Status

## II. POLICY

It is the policy and duty of the Chicago Police Department to ensure that its members possess the physical stamina and psychological stability to perform their duties. Sick leave is a benefit to be utilized only in case of a legitimate illness or injury of the member. The medical benefits afforded members are intended to allow a member who has experienced serious or catastrophic illness or injury or an occasional minor malady, time to recover without the loss of pay or benefits.

## III. GENERAL INFORMATION

A. The Department has a duty and responsibility to ensure all Department members possess the physical stamina and psychological stability to perform required duties. The Superintendent of Police or his designee may require **any** Department member to submit to physical and/or psychiatric examinations in order to determine fitness for duty.

B. Sworn members who have completed their probationary period will be allowed medical absences as set forth in this directive.

C. Medical certification **will** be withheld or withdrawn whenever a sworn Department member fails to comply with the provisions of this directive, relating to:

1. procedures for placement on, and removal from, the medical roll.
2. procedures for reporting to the Medical Services Section or any medical service provider.
3. participation in a treatment plan for recuperation as recommended by a treating physician.
4. timely submission of medical documents.

D. A member can have his medical decertification reviewed by submitting a To/From/Subject report along with substantiating documentation directly to the Medical Administrator showing compliance with medical roll policy.

**NOTE:** The Medical Services Section will review the actions and/or documentation taken by the member and respond in writing within seven calendar days.

E. Probationary Police Officers (Recruits)

1. Twelve sick leave days will be allowed probationary police officers for use during the probation period.
2. Probationary police officers will be credited one paid sick leave day on the first day of each month.

**NOTE:** Leaving the City's employment does not entitle a probationary police officer to payment for unused sick leave days.

3. In the event a probationary police officer is injured on duty, procedures delineated in Addendum 1 of this directive will be followed.

## IV. RESPONSIBILITIES

A. City Council Committee on Finance

1. The Committee on Finance (COF) is authorized to approve or disapprove payments of injury on duty medical bills. Bills which are recommended for approval of payment will be sent to the City Council for final approval and payment.

2. The Committee on Finance notifies the Corporation Counsel's Office of cases involving sworn

members who are classified as injured on duty and a civil action to receive a settlement from a third party has been initiated.

#### B. Finance Division

The Finance Division notifies the Corporation Counsel's Office in all cases that involve a sworn member who was injured off duty by a third party and reimbursement for wages may be possible.

#### C. Human Resources Division

1. The command staff member of the Human Resources Division will be responsible ultimately for exercising oversight and supervision of the Medical Services Section.

2. The Medical Services Section (MSS):

- a. is the Department repository for medical records of all sworn members.
- b. maintains required governmental medical records.
- c. administers the sworn medical roll.
- d. based upon written recommendations of treating medical professionals, determines a sworn member's fitness for duty.
- e. coordinates and supports the Communicable Disease Program.
- f. supports and/or administers other health related programs as authorized by the Superintendent of Police.
- g. reviews and renders a medical opinion to the COF as to whether injuries documented in the Injury on Duty Report are consistent with the reported circumstances.
- h. approves all medical care for sworn members related to a certified injury on duty.
- i. examines the service charges made for medical attention rendered to a sworn member injured on duty and certifies that those services were authorized and medically appropriate and necessary.
- j. ensures that each Injury on Duty Report and related documents are forwarded to the Committee on Finance.
- k. evaluates claims of a recurrence of an injury on duty to determine certification.
- l. returns to the injured member, through the Department's chain of command, all claims disapproved by the Committee on Finance.
- m. administers the Sworn Limited/Convalescent Duty Program.
- n. recommends to the command staff member of the Human Resources Division that a sworn member be authorized a leave of absence to apply for disability pension benefits.
- o. schedules an appointment for a civilian Department member to determine fitness for duty.

#### **GLOSSARY TERMS:**

##### **1. Sworn Injury on Duty**

Any incident, wherein a Department sworn member receives an injury or becomes disabled while in the discharge of police duties and by reason of, or as a consequence of, the performance of such duties, shall be considered an Injury on Duty.

## **2. Medical Certification**

A finding by the Medical Section that use of the medical roll is appropriate as a result of an illness/injury and the member is in compliance with applicable rules and directions.

## **3. Stationary Recuperation**

A member recuperating from an injury or illness that may be remedied by short term rest and/or medication will remain in his or her residence. The member may leave his or her residence for a reasonable period of time to acquire medical services or products, obtain food, vote, attend religious services or attend to an emergency situation. When leaving his or her residence, the **member is required to notify** an on-duty supervisor in his or her unit of assignment or detail and provide them with the information required to complete the Sickness Report/Absence from Home Log (CPD-62.409). In the event the unit of assignment or detail is not staffed at the time of the required notification, the notification will be made to the Crime Prevention and Information Center (CPIC).

## **4. Hospital Recuperation**

A member who is recuperating in a hospital as the result of their illness/injuries.

## **5. Ambulatory Recuperation**

Allows a member who is recuperating from an illness or injury to leave their residence without notifying their unit of assignment or detail. A member assigned to this category will be given appointment dates for review of their illness or injury.

## **6. Reasonable Evidence (Medical Time)**

Fact based upon the circumstances in each individual case and may include one or more of the following:

- A. Doctor's certificate
- B. Medical release
- C. Employer directed physical examination
- D. Telephoning the employee at home to verify his presence
- E. Employee personal statement
- F. Questioning of the employee

### **ADDENDA:**

- 1. E03-01-01 - Sworn Medical Roll - Injury on Duty Status
- 2. E03-01-02 - Sworn Medical Roll - Non Injury on Duty Status
- 3. E03-01-03 - Sworn Limited Duty Program
- 4. E03-01-04 - Civilian Injured on Duty Status
- 5. E03-01-05 - Civilian Sick Leave
- 6. E03-01-06 - Crossing Guard - Injury on Duty Status
- 7. E03-01-07 - Skin Condition Aggravated by Shaving
- 8. E03-01-08 - CLEAR Automated Medical System

### **3) Chicago Police Department Employee Resource: E06-05 Behavioral Intervention System**

#### **I. PURPOSE**

This directive:

- A. defines specific terms that pertain to the Behavioral Intervention System.
- B. states Department policy relating to the Behavioral Intervention System.
- C. identifies general and specific responsibilities associated with the system.
- D. continues the use of the:
  - 1. Department's Behavioral Intervention System.
  - 2. Behavioral Intervention System Counseling Record (CPD-11.665).
  - 3. Counseling Session Report (CPD-11.666).
  - 4. Individualized Performance Plan (IPP) (CPD-62.217).
- E. *satisfies CALEA Law Enforcement Standards Chapters 35, 26, and 22.*

#### **II. POLICY**

It is the policy of the Department to support members experiencing personal problems which may be affecting their work performance and offer them the counseling resources currently available through the Department.

#### **III. GENERAL INFORMATION**

A. The Behavioral Intervention System is designed to identify Department members that may be in need of Department assistance; it is not a disciplinary process, nor is the system designed to interfere with promotion, transfer, bidding, or other employment benefits. However, it must be understood that the behavior or performance issue which placed a member in the Behavioral Intervention System may be used by Department managers in making decisions regarding the member. Behavioral Intervention System records will be maintained separate from the Department's disciplinary records and personnel employee records.

B. An essential element of an effective personnel management system is the early identification of members that engage in conduct contrary to the goals of the Department.

C. Review of various Department records provides an effective means by which members exhibiting troublesome behavioral characteristics can be identified.

D. Command and supervisory members are responsible for monitoring the performance of their subordinates. The performance of all personnel will be continually monitored for both positive and negative aspects. Command and supervisory members are required to take the necessary actions to resolve unacceptable levels of performance and will ensure that all available Department resources are utilized.

#### **IV. PLACEMENT IN THE BEHAVIORAL INTERVENTION SYSTEM**

A. The Behavioral Intervention System is initiated when the Director, Human Resources Division, approves the placement of a Department member into the Behavioral Intervention System. The Director, Human Resources Division, may consider Department members for inclusion in the Behavioral Intervention System based on recommendations by any Department command staff

member, the Executive Director of the Police Board, or a Department–contracted psychologist. A recommendation does not constitute automatic placement in the Behavioral Intervention System.

**NOTE: These recommendations will be made in writing and must set forth the reasons for the recommendation. The basis for any recommendation WILL NOT include any sustained Complaint Register investigation over five years old, Complaint Register investigations classified as unfounded or exonerated, or traffic crashes involving Department vehicles.**

B. The following performance data are behavioral intervention indicators:

1. All **sustained** Complaint Register investigations in which the Chief Administrator, *Civilian Office of Police Accountability (COPA)*, or the Chief, *Bureau of Internal Affairs*, recommends that the Department member be included in the Behavioral Intervention System.
2. Any **pending** Complaint Register investigations where there is evidence to support the claim and the nature of the allegation suggests that intervention may be appropriate. The decision to recommend must be made by the commanding officer of the investigating unit.
3. One performance *evaluation of "Requires Improvement" for sworn members and civilian members*. A significant reduction in a member's performance evaluation may also be utilized as a behavioral intervention indicator.
4. Any of the following categories of incidents over a twelve-month period:
  - a. Tardiness—five or more documented occurrences.
  - b. Summary Punishment Actions—four or more occurrences.
  - c. Absent Without Permission—one or more documented occurrence.
  - d. Absent Without Pay (AN)—five or more documented occurrences.
  - e. Medical roll misuse—a pattern which suggests excessive usage of the medical roll or a problem for which greater supervision is warranted. **NOTE:** The unit timekeeper will advise the commanding officer when a member's non–IOD medical use totals five or more incidents. The commanding officer will consult with the Administrator, Medical Services Section. The Administrator, Medical Services Section, will determine if the reported medical roll use is for a serious medical condition. Use of medical time for a serious (as opposed to a transitory) illness is not a behavioral intervention indicator.
5. Significant deviation of normal behavior or the conduct expected of the member.
6. Two or more sustained Complaint Register investigations within a twelve-month period.
7. Three not-sustained excessive force complaints within a twelve-month period.
8. Four or more instances of "program-eligible conduct" as defined in the Department directive titled "**Nondisciplinary Intervention Program.**"
9. A pattern of Complaint Register allegations that suggests to the commanding officer, the Chief Administrator, *Civilian Office of Police Accountability (COPA)*, or the Chief, *Bureau of Internal Affairs*, that placement into the Behavioral Intervention System may be warranted.

C. The Behavioral Intervention System is terminated for each identified member whenever there is a twelve-month period without any behavioral intervention indicators and the member's commanding officer certifies that the member has substantially complied with the Individualized Performance Plan (IPP).

**NOTE:** After termination of a member's status in the Behavioral Intervention System, all unit-level documents and counseling records pertaining to the program will be forwarded to the Director, Human Resources Division. The Director, Human Resources Division, will retain these records in accordance with the established retention schedule for such reports.

## **V. RESPONSIBILITIES**

### **A. Human Resources Division**

The *Performance Management Section*, Human Resources Division, is responsible for overseeing the Behavioral Intervention System, maintaining liaison with all Department units involved in managing Department members exhibiting unacceptable behavior, and establishing and maintaining a fair and consistent set of practices to ensure the cases of all personnel are treated in an equitable manner. *As part of this system, the Human Resources Division will conduct a documented annual analysis of the Behavioral Intervention Program.*

The Director, Human Resources Division, has the authorization to initiate and terminate placement of a Department member in the Behavioral Intervention System. Upon receipt of a written recommendation for the placement of a member into the Behavioral Intervention System, a command staff member will:

1. notify the member's commanding officer (unless it is that member's commanding officer's recommendation);
2. make a decision on the recommendation after receiving that commanding officer's comments;
3. order a mandatory physical examination in accordance with the Department directive titled "[Drug, Drug Abuse, and Mandatory Physical and/or Psychological Exam](#)," including, but not limited to, a urine specimen on all Department members enrolled in the Behavioral Intervention System; and
4. provide advice to the unit commanding officer and *watch operations lieutenant* regarding resources available to support personnel in the Behavioral Intervention System.

**NOTE:** The Director, Human Resources Division, is responsible for determining a member's status in the Behavioral Intervention System.

### **B. Bureau of Internal Affairs/Civilian Office of Police Accountability (COPA)**

The Bureau of Internal Affairs and *Civilian Office of Police Accountability (COPA)* will:

1. regularly review disciplinary records to identify those members that display a pattern of

behavior that may require a recommendation for placement into the Behavioral Intervention System;

2. notify the Director, Human Resources Division, only when their review of **sustained, not sustained, or pending** investigations identifies a member that has exhibited behavior that warrants placement in the Behavioral Intervention System; and

3. inform the subject member's commanding officer if a member has two or more sustained or five or more not sustained complaint register investigations within a twelve-month period.

#### **C. Professional Counseling Service/Employee Assistance Program (EAP)**

The Professional Counseling Service/Employee Assistance Program (EAP) is responsible for specific counseling programs and/or referrals that address the needs of members seeking assistance and support as outlined in the Department directive titled "**Professional Counseling Service/Employee Assistance Program.**" These counseling services will be offered at no expense to the member. A member's participation in a counseling service will be voluntary and confidential.

#### **D. Command Staff Members**

Upon recommendation from the Chief, Bureau of Internal Affairs, or the Chief Administrator, *Civilian Office of Police Accountability (COPA)*, for the placement of a Department member into the Behavioral Intervention System, the Director, Human Resources Division, will:

1. advise the commanding officer to respond to specific inquiries. Comments by the member's commanding officer must contain:

a. a complete and comprehensive explanation as to the appropriateness of placement or non-placement in the Behavioral Intervention System;

b. how the particular behavior affects the performance of the employee;

c. the impact of the employee's problems on the operation of the unit; and

d. the ability of the Department to carry out its mission.

**NOTE:** The commanding officer may make recommendations in writing to the Director, Human Resources Division, for the placement of Department members under his or her command that may be exhibiting certain behavioral indicators into the Behavioral Intervention System.

2. confer with the member's *watch operations lieutenant* and immediate supervisor, if available, to discuss the member's job performance and elicit their input as to whether or not placement in the Behavioral Intervention System is warranted.

**NOTE:** This conference will be completed prior to preparing a response to the Director, Human Resources Division, recommending that the member either be placed or not placed into the Behavioral Intervention System Program.

3. engage in a dialogue with the Director, Human Resources Division, regarding any actions taken to address the problematic behavior.

4. ensure the *watch operations lieutenant* is personally interacting with and counseling the affected member and making professional referrals as the situation warrants.
5. convene a meeting of the Behavioral Intervention System member, the member's *watch operations lieutenant*, and the available watch supervisors having knowledge of the member and discuss both the behavior and the Individualized Performance Plan (IPP) concerning the member.
6. advise the Behavioral Intervention System member that it is the member's responsibility to correct the behavior/performance problem and request that the member sign the IPP.
7. monitor the Behavioral Intervention System member's compliance with the IPP during and at the conclusion of the plan via a written report and make a recommendation as to whether or not the member has substantially complied with the IPP.

#### **E. *Watch Operations Lieutenant***

*The watch operations lieutenant* will:

1. not delay intervention or offering a Professional Counseling Service/EAP referral until a particular member qualifies for placement into the Behavioral Intervention System. If the member is experiencing performance problems, early intervention/counseling should be initiated and the Counseling Session Report (CPD-11.666) must be completed to document the counseling.

**NOTE:** Early intervention/counseling is not considered part of the formal Behavioral Intervention System.

2. through the command staff, make a request that a specific member be placed into the Behavioral Intervention System when the member's behavior fits the Behavioral Intervention System criteria.

3. review all relevant unit records concerning the member's past work performance and disciplinary history.

4. consult with unit supervisors concerning the member's behavior and participate in a watch staffing once the *watch operations lieutenant* is advised that a particular member has been approved for placement into the Behavioral Intervention System. At the watch staffing, an individualized strategy to address the member's identified behavior will be developed and recorded on the IPP form.

5. The IPP will be prepared by the *watch operations lieutenant*. The individualized plan strategy may include, but not be limited to:

- a. requesting a mandatory physical/psychological examination or retraining of the employee in a specific area;
- b. referring the employee to the *Professional Counseling Service/EAP*;
- c. consulting with the Human Resources Division, Chaplain's Office, or Medical Services Section;

- d. recommending that the member participate in a stress-reduction seminar or a change-of-unit duties;
- e. reviewing the employee's weekly performance;
- f. changing the employee's partner;
- g. conducting daily conversations with the employee;
- h. *requesting a member be retrained in an area of deficiency*;
- i. assigning the employee to different rotating supervisors;
- j. requiring a Behavioral Intervention System member to prepare a daily and weekly summary of job-related tasks; or
- k. any combination of the above or other strategies (consistent with the existing collective bargaining agreements) that can assist in the effort to correct the performance problem.

6. inform watch supervisors of the individualized strategy that has been developed as a plan to assist the member in the correction of the behavior or performance problem.

7. identify one watch supervisory member to meet with the employee to discuss the work performance issue or behavioral characteristic. The purpose of the meeting is to:
- a. inform the member of his or her placement into the Behavioral Intervention System due to the behavior that is of concern to the Department;
  - b. attempt to identify the causes of the member's behavior;
  - c. provide guidance to prevent recurrence of undesirable behavior;
  - d. advise the member of Department resources to assist him or her (e.g., Professional Counseling Service/EAP, Chaplain's Unit, Voluntary Physical Examination Program);
  - e. present the member with the IPP, discuss its contents with the member, and modify portions of the IPP based on input from the member, if appropriate. The member will then be asked to sign the IPP to acknowledge that he or she has been informed of it. If the member refuses to sign, the refusal will be witnessed and documented by another supervisor; and
  - f. advise the member that his or her future performance will be monitored and that unacceptable behavior will not be tolerated.

8. The supervisor conducting the meeting will prepare a written record of the meeting by completing a Behavioral Intervention System Counseling Record and forwarding the IPP and the Behavioral Intervention System Counseling Record through channels to the Human Resources Division, Attention: Personnel Concerns Section.

## **VI. DEPARTMENT MEMBER'S RECOURSE**

A Department member who believes that he or she has been improperly placed into the Behavioral Intervention System will be afforded an opportunity to meet with the Director, Human Resources Division. A member may request a hearing by submitting a To-From Subject report to the Director, Human Resources Division. The hearing will not be conducted until both parts of the mandatory physical examination have been completed.

**NOTE:** The subject meeting will not be adversarial. During this meeting, a member may elect to have the presence and assistance of a representative of his or her collective bargaining unit. Within one week of the hearing, the Director, Human Resources Division, will advise the affected member, in writing, of the decision regarding the member's Behavioral Intervention

System classification. Attendance at the hearing is voluntary. If the hearing is held during the member's non-duty hours, the member will not be compensated.

## 2) Chicago Police Department Employee Resource: E06-06 Personnel Concern Program

### I. PURPOSE

This directive:

- A. defines specific terms relating to the Personnel Concerns Program;
- B. identifies Department policy pertaining to the Personnel Concerns Program;
- C. *continues* general and specific responsibilities associated with the program; and
- D. continues the use of the:
  1. Department's Personnel Concerns Program.
  2. Personnel Concerns Progress Report (CPD-62.366).
  3. Individualized Performance Plan (IPP) (CPD-62.217).
- E. *satisfies CALEA Law Enforcement Standards Chapters 22, 26, and 35.*

### II. POLICY

The Chicago Police Department values its employees. It also recognizes that Department members are subject to the frailties of humankind and that the problems of the human experience may negatively impact on work performance and expected conduct. Each member is responsible for his or her performance and behavior. Issues that affect a member's ability to perform at an acceptable level or impact the Department's ability to serve and protect must be recognized and confronted by management. Once recognized and confronted, it then becomes the individual member's responsibility to change the subject behavior and the Department's responsibility to assist in that change. If after assistance is provided the member chooses not to conform then the member must realize a possible consequence of that choice may be termination of employment.

### III. GENERAL INFORMATION

The Personnel Concerns Program is a structured program of supervision designed to provide an Individualized Performance Plan (IPP) for an employee that has been identified as having difficulties that are affecting the member's competency as an employee of the Department. The thrust of the Personnel Concerns Program is non-disciplinary. Through the Personnel Concerns Program, the Department attempts to intervene in an employee's problems, behavior, or performance issues that without assistance may lead to severe disciplinary measures or separation from the Department.

### IV. PLACEMENT INTO THE PERSONNEL CONCERNS PROGRAM

A. Written recommendations for placement into the Personnel Concerns Program will be made by the appropriate command staff member and others herein identified. This listing includes, but is not limited to, the subject member's commanding officer; the Chief, *Bureau of Internal Affairs*; the Chief Administrator, *Civilian Office of Police Accountability (COPA)*; the Administrator, Medical Services Section; Department-contracted psychologists; the Police Board; and the Executive Director of the Police Board. Personnel Concerns Program records are maintained separate and apart from Department disciplinary records.

B. Each recommendation for Personnel Concerns Program inclusion will be forwarded to the Director, Human Resources Division, and will specify the reasons for the recommendation.

**NOTE:** The request for placement into the Personnel Concerns Program must be approved by the Director, Human Resources Division, prior to any unit staffing.

C. The following type of behavior or allegations must be considered for placement into the Personnel Concerns Program:

1. all sustained excessive force Complaint Register investigations in that unnecessary physical force was used and separation from the Department is not recommended;
2. four or more instances of "program eligible conduct" as defined in the Department directive titled "**Nondisciplinary Intervention Program**";

3. all sustained domestic violence Complaint Register investigations in that separation from the Department is not recommended;
4. all sustained intoxication Complaint Register investigations, on or off duty, in that separation from the Department is not recommended;
5. all sustained cases that a penalty of ten or more days, including options, has been recommended;
6. five or more sustained Complaint Register investigations within the last five years;
7. sworn members and civilian members that have received two performance grades of "*Requires Improvement*" performance evaluations within the past twelve months;
8. one performance evaluation grade of "*Unacceptable*" for a sworn member or a civilian member;
9. two summary punishment actions within one year for being absent without permission or one sustained Complaint Register investigation for being absent without permission;
10. recommendation by Department-contracted or employed psychologist due to behavioral issues, medication, or psychological symptomology; or
11. incidents for which the member has already received counseling as part of the Behavioral Intervention System (BIS) yet the member failed to comply with the Individualized Performance Plan (IPP) and did not change the subject behavior to the satisfaction of his or her commanding officer within twelve-months of being identified for the Behavioral Intervention System.

## V. RESPONSIBILITIES

### A. *Watch operations lieutenants* will:

1. monitor the performance of all employees under their command and make written recommendations, through channels, for the inclusion of specific employees in the Personnel Concerns Program when situations merit.
2. participate in unit staffing that is convened by the commanding officer for the purpose of discussing the problematic behavior of the employee.
3. gather and review all pertinent, recorded documentation. Documentation may include, but is not limited to, the member's medical-use history, performance evaluations for the past five years, previous involvement in the Behavioral Intervention System, complimentary history, available disciplinary history, and unit documentation, especially past counseling records.
4. discuss options and strategies that may assist the member in correcting the noted problems.
5. be mindful that the focus of the Personnel Concerns Program is the correction of problematic behavior relating to performance and conduct. The final responsibility for behavioral change rests with the employee.

**NOTE:** Managers and supervisors must remember that the Department cannot force a member to conform or perform. The choice to perform rests entirely with the member. Management is accountable for identifying members that are not performing and then hold these members accountable for their decision not to perform. Once a member is aware that his or her behavior or performance is unacceptable and that the Department is willing to help it becomes the member's complete responsibility to correct the identified problem. If the member does not alter his or her conduct or behavior, then the member is responsible for the consequences of his or her action or inaction.

6. identify each role and responsibility that the participating *watch operations lieutenant* and

watch supervisors should play to implement the strategy agreed upon in the unit staffing conference.

**NOTE:** The entire watch supervisory staff will work together under one strategy to assist the member in the correction of the behavior or performance problem.

7. develop an Individualized Performance Plan (IPP) at the unit staffing for each Personnel Concerns Program employee under their supervision and submit it to the Director, Human Resources Division, through the chain of command.

8. present the Individualized Performance Plan (IPP) to the member, advising him or her of the pending enrollment, allow the member to review the Individualized Performance Plan (IPP) and write a response in the space provided.

9. ask the member to sign the Individualized Performance Plan (IPP) as an indicator that the IPP was reviewed with the member and forward the IPP through the chain of command to the Performance Management Section, Human Resources Division.

10. take corrective action to address the identified behavior. Such action may include, but not be limited to:

- a. recommending placement in the Personnel Concerns Program;
- b. consulting with the *Performance Management Section*, Human Resources Division;
- c. requesting a mandatory physical;
- d. requesting a Psychological Fitness for Duty Evaluation;
- e. changing of a partner;
- f. requesting the member to voluntarily participate in the Professional Counseling Services/Employee Assistance Program;
- g. requesting the member be retrained in a certain area;
- h. recommending that the member attend a stress reduction seminar;
- i. recommending a change of unit duty assignment;
- j. weekly performance reviews by supervisors;
- k. assigning the employee to various supervisors for individual tours of duty;
- l. requesting assistance from the Medical Services Section;
- m. participating in daily conversations with the employee; or
- n. conducting any combination of the above suggestions or any other appropriate strategy within the guidelines of Department directives and collective bargaining agreements.

11. designate which supervisor(s) will submit the weekly reports.

**NOTE:** The weekly watch level reports are not expected to be completed by just one watch supervisor; the concept of having only one Personnel Concerns sergeant for each member in the Personnel Concerns Program is discontinued. Weekly report writing is a watch "team" endeavor.

12. prepare a Personnel Concerns Progress Report (CPD-62.366) twice each period based upon the weekly reports submitted by the designated supervisors.

13. review the Personnel Concerns Progress Report summary with the member prior to forwarding it through the chain of command. The member must place his or her initials after the last sentence of the summary acknowledging he or she has reviewed the report.

14. submit the completed Personnel Concerns Progress Report through the chain of command to the Director, Human Resources Division.

B. Commanding Officers will:

1. recommend to the Director, Human Resources Division, that a member be placed in the Personnel Concerns Program when placement is warranted;
2. upon learning that the Chief Administrator, *Civilian Office of Police Accountability (COPA)*, or

the Chief, Bureau of Internal Affairs, has recommended that a member in their command be placed into the Personnel Concerns Program, review the nature of the complaint (unless they are confidential CR allegations) and provide comments to the Director, Human Resources Division, if the command official believes placement is inappropriate;

3. convene a unit staffing to develop the Individualized Performance Plan (IPP) once the Director, Human Resources Division, designates a member as a Personnel Concerns Program employee;

**NOTE:** The unit staffing may be conducted immediately before or after the normally scheduled unit supervisory staff meeting.

4. approve the Individualized Performance Plan (IPP); and

5. participate, if available, in the Personnel Concerns Program conference held at the unit.

**NOTE:** The Personnel Concerns Program employee will be required to attend this conference (overtime will be approved as necessary).

#### C. Human Resources Division

The Human Resources Division will manage the Personnel Concerns Program. The Director, Human Resources Division, will:

1. be the Department Personnel Concerns Program administrator that determines placement into and termination from the Personnel Concerns Program;

2. determine the level of Department intervention that is appropriate for each member categorized as a personnel concern;

3. provide the unit commanding officer with the necessary information and feedback about a Personnel Concerns Program employee;

4. upon receipt of the Individualized Performance Plan (IPP), assign a member of the *Performance Management Section* to participate in the Personnel Concerns Program conferences;

5. designate a member of the *Performance Management Section* to prepare the Individualized Performance Plan (IPP) for all Personnel Concerns Program employees that are categorized as an Intervention Level Two;

6. order a mandatory physical and/or psychological examination to determine the presence of any medical reason for the member's performance or behavioral problems, including urinalysis drug testing, when a member is enrolled in the Personal Concerns Program;

7. be responsible for the confidentiality, security, and destruction of all records and reports pertaining to the Personnel Concerns Program employee as indicated by retention schedules; and

8. *manage and conduct a documented annual evaluation of the Behavioral Intervention System.*

D. *Bureau of Internal Affairs and Civilian Office of Police Accountability (COPA)* The Chief, *Bureau of Internal Affairs*, and the Chief Administrator, *Civilian Office of Police Accountability COPA*, will independently review incoming and current complaint register cases to determine if the behavior of any accused Department member fits the criteria for inclusion in the Personnel Concerns Program. They will make written recommendations to the Director, Human Resources Division, as the situation warrants.

#### E. Personnel Concerns Program Department Members

It is the responsibility of a Department member identified as Personnel Concerns Program employee to cooperate with Department officials attempting to assist them. Noncompliance with the Individualized Performance Plan (IPP) will subject the Personnel Concerns Program member to disciplinary action.

## **VI. MEMBER'S RECOURSE**

A member that believes that he or she has been improperly placed in the Personnel Concerns Program will be afforded an opportunity to meet with the Director, Human Resources Division, or his or her designee. The member may request such a meeting by submitting a To-From-Subject report through channels to the Director, Human Resources Division, requesting a hearing. The hearing will not be conducted until both parts of the mandatory physical examination have been completed.

**NOTE:** The subject meeting will not be adversarial. During this meeting, a member may elect to have the presence and assistance of a representative of his or her collective bargaining unit. Within one week of the hearing, the Director, Human Resources Division, will advise the affected member in writing of his or her decision regarding the members Personnel Concerns Program classification. Attendance at the hearing is voluntary. If the hearing is held during the member's non-duty hours, the member will not be compensated.