Key Dates and Times

Release Date	March 6, 2013
Bidders' Conference	March 13, 2013
Intent to Apply Form Due	March 15, 2013
Proposal Due Date	April 1, 2013
Contract Start Date	April 15, 2013

Submit one (1) original, five (5) complete copies, and a complete electronic copy on a CD of the proposal.

All proposals must be addressed and delivered to:

Department of Public Health Breast Health Program DePaul Center 2nd Floor 333 South State Street Chicago, Illinois, 60604

PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M. ON April 1, 2013

NO PROPOSALS WILL BE ACCEPTED FOR ANY REASON AFTER THIS DEADLINE



Rahm Emanuel Mayor City of Chicago Department of Public Health Breast Health Program



Bechara Choucair, MD. Commissioner

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City of Chicago Department of Public Health Request for Proposals (RFP) For Radiology and Breast Cancer Diagnostic Services RFP# #DA-41-3045-03-2013-001

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I. Purpose

In order to decrease the racial and ethnic breast cancer mortality disparities in Chicago, the Chicago Department of Public Health (CDPH) operates five (5) Breast Cancer Screening/Mammography clinics at the following locations.

- Uptown, at 845 West Wilson Avenue
- West Town, at 2418 West Division
- Lower West, at 1713 South Ashland
- Englewood, at 641 West 63rd Street
- Roseland, at 200 East 115th Street

CDPH is releasing this Request for Proposals (RFP) to partner with community-based hospitals to provide the following services to support the screening activities of the five clinics:

- Interpretation of screening mammograms and other general x-rays performed at CDPH clinics;
- Full range of diagnostic services for patients with abnormal mammograms or clinical breast exams; and
- Electronic storage of digital mammogram images and radiology reports.

The goal is to assure high quality radiology interpretations of the screening mammograms obtained through CDPH clinics, and to assure that the same team of radiologists or medical staffs performs all the diagnostic testing and procedures that may be indicated from findings on the screening mammograms or from clinical breast exams.

II. Background

Overview

While advances in cancer research, detection, and treatment have contributed to a decrease in disease and mortality, cancer remains the second leading cause of death in Chicago and the U.S. And while the overall death rate for all cancers combined in Chicago has declined, that decrease has been uneven across racial and ethnic groups. Some of the greatest disparities have been observed in breast cancer death rates where Blacks are significantly more likely to die than Whites. The causes of disparities in health status are complex and likely include poverty, lower levels of education, poorer environmental conditions, a lack of access to health care, and individual risk behaviors. Possible explanations for the disparities in breast cancer outcomes in Chicago include differential access to mammograms, differential quality of mammograms, and differential access to quality treatment (Whitman, S., Ansell, D., Orsi, J, and Francois, T. The racial disparity in breast cancer mortality. Journal of Community Health, published online: December 29, 2010).

Breast Cancer Disparities in Chicago

In 2007, 379 women died of breast cancer in Chicago – more than half of them were Black. That year, the overall breast cancer mortality rate was 27 deaths per 100,000, a near 20% reduction from the rate in 2000. However, during this same eight-year period, the rate among Blacks declined by only 14.7%, while the breast cancer mortality rate among Whites dropped by 26%. In 2007, the Black breast cancer mortality rate (36.8) was 48% higher than the rate among Whites (24.8).

III. Eligibility Requirements for Respondents

All Respondents to this RFP must meet the following criteria in order to be eligible to receive contracts for services:

- Select one or more of the CDPH clinics from which to receive referrals.
- Provide all of the following services:
 - Interpretation of screening mammograms and other general x-rays performed at CDPH clinics;
 - Full range of diagnostic services for patients with abnormal findings mammograms or clinical breast exams; and
 - Electronic storage of digital mammogram images and radiology reports.
- Assure that clients whose screening mammograms are read will have access to diagnostic follow-up by the same team of providers.
- Participation in evaluation and quality assurance activities coordinated by the Breast Cancer Quality Treatment Initiative. The Breast Cancer Quality Screening and Treatment Initiative (BCQSTI) is a joint project of the Illinois Department of Healthcare and Family Services and the Department of Public Health.
- Proof of insurance (see Appendix F for insurance requirements and sample certificate form).
- Completion of the City's electronic Economic Disclosure Statement and Affidavit (see web link below):

https://webapps.cityofchicago.org/EDSWeb/appmanager/OnlineEDS/desktop

Respondents may apply for one or more of the five CDPH mammography clinics with a single proposal.

IV. Bidders' Conference

An in-person Bidders' Conference has been scheduled for this RFP. The purpose of the Bidders' Conference is to provide an overview of this RFP, describe the proposal review process, and answer prospective Respondents' questions. Organizations planning to apply for funding are strongly encouraged to participate in the Bidders' Conference. The Bidders' Conference will be held at the following location and date:

March 13, 2013 9:30 am – 11:30 am Chicago Department of Public Health Board Room 333 South State Street, 2nd Floor Chicago, Illinois 60604

V. Available Funding

A total of up to \$250,000 is available using funds appropriated by the City of Chicago for the budget period beginning April 15, 2013 through December 31, 2013 for delivering the mammography and other general x-ray and diagnostic services. Between one (1) and five (5) contracts will be awarded with awards ranging from a minimum of \$20,000 to a maximum of \$100,000. Contract renewal may be possible for up to two additional periods, each period not to exceed one year, contingent on funding availability and prior performance. This RFP will be funded with City revenue funds and the Illinois Breast and Cervical Cancer Program grant which is funded by the Illinois Department of Public Health. As such, the Respondent must comply with all requirements set forth by the funding agencies under the terms of the agreement.

Both for-profit and not-for-profit organizations may apply for funding.

VI. Project Description

The Respondent will provide hospital-based radiological and diagnostic services for CDPH clients who had x-ray images produced at CDPH health centers. Interpreting radiologists, pathologists, and other providers must be licensed and qualified pursuant to all federal and state rules and regulations. Each participating radiologist must participate in the quality components of the Breast Cancer Quality Treatment Initiative, either through their affiliated hospital or CDPH. As part of its services, radiology Respondent(s) shall:

- A. Interpret radiographic images
 - 1. Interpret mammography and general x-ray digital and/or analog images, delivered to Respondent by CDPH through a secure electronic transfer or CDPH courier service.
 - 2. Provide typed interpretative reports for all mammography and general x-ray images within three (3) business days of receipt, through a secure electronic transfer, secure fax, or return courier service.
 - 3. Return films and/or diskettes within three (3) business days of receipt, through return courier service.
 - 4. Provide mammography reports, using ACR BI-RADS codes and appropriate corresponding medical impression reporting language and format.
 - 5. Provide medical consultations related to radiologist's interpretations of general x rays or mammograms for CDPH clients.
 - 6. Read and compare previous images, even if received after reading the latest image.
- B. Provide a full range of diagnostic services related to the diagnosis of breast cancer, including:
 - 1. Patient consultation for patients referred by CDPH;
 - 2. Diagnostic imaging;
 - 3. Breast biopsy, including percutaneous automated vacuum assisted or rotating biopsy device using imaging guidance and other surgical procedures;
 - 4. Excisions of cysts or other masses; and
 - 5. Pathology examinations of specimens.
- C. Provide digital image data management
 - 1. Provide digital imaging data storage capacity for up to 2,000 mammograms per year/per site, and store these images in compliance with all state and federal regulations regarding medical record retention.

- Ensure each examination data file has an accurate corresponding patient and examination database record that includes patient name, identification number, accession number, examination date, type of examination, and facility at which the examination was performed. It is desirable that space be available for a brief clinical history.
- 3. Ensure images and radiologists' reports are accessible electronically by CDPH staff.
- 4. Provide for prior examinations to be electronically retrievable from archives in a timeframe appropriate to the clinical needs of CDPH and its staff.
- 5. Ensure Respondent has policies and procedures for archiving and storage of digital image data equivalent to the policies that currently exist for the protection of hardcopy storage media to preserve imaging records.
- 6. Utilize equipment that will provide image quality and availability appropriate to the clinical needs of official interpretation or secondary review, and complies with the current National Electrical Manufacturers Association (ACR-NEMA) Digital Imaging and Communications in Medicine (DICOM) standards.
- 7. Ensure compression, if used, conforms to FDA guidelines. Algorithms recommended by the DICOM standard such as wavelet or JPEG-2000 compression methods should be used. The types and ratios of compression used for different imaging studies transmitted and stored by the system should be selected and periodically reviewed by the responsible Radiologist.
- D. Bill for Services
 - 1. Respondent will bill insurers for all clients having insurance coverage from insurance companies. Respondents will accept payment as outlined in the client's insurance agreement with the insurance companies.
 - 2. Respondent will bill CDPH only for uninsured clients referred by CDPH, and accept the CDPH payment as full payment.

VII. Program and Fiscal Monitoring Standards

Any awarded Respondent found at any time to be non-compliant with federal or state licensing or certification standards or improperly billing, will be held responsible and required by the City of Chicago to restore any damages and/or costs associated with Respondent's non-compliance.

VIII. Schedule of Compensation for Clinical Services

A. Mammography and General X-Ray Reading Interpretation and Diagnostic Services

The Contractor shall invoice the City of Chicago's Department of Public Health by the 15th day of each calendar month, of the contract term for actual services provided by medical staff during the previous month.

Each invoice will be itemized to include:

- 1. Patient Name
- 2. Patient Birth Date or CDPH ID number
- 3. CPT code and description of service provided
- 4. Date of Service

Contractor will bill patients' public and/or private insurance plans for services rendered pursuant to this agreement. Contractor will bill CDPH for services rendered pursuant to this agreement only when there is no other third party payer.

Breast Health Services for uninsured clients will be reimbursed according to the Illinois Breast and Cervical Cancer Prevention (IBCCP) program (Current schedule is attached.) For Clients covered by Medicaid, eligible Contractors will be reimbursed at a higher rate if enacted by the Breast Cancer Quality Treatment Initiative.

General x-ray readings will be reimbursed according to the applicable Medicaid rate.

B. Image Storage

Compensation for the management and storage of digital images and their respective reports depends on the yearly volume of mammograms and readings stored. Range of Mammogram images and readings stored is estimated by Health Department to be 1,000 to 3,000 per year. Compensation for the storage of digital mammography images and radiologists' reports will be on the basis set forth in Exhibit 2, Itemized Cost Proposal. Respondents should complete the Itemized Cost Proposal to indicate storage of digital images with their proposed rates for these services.

Yearly Total Compensation for storage of images interpreted by the successful Respondent will not exceed \$1,000 per site. Contractors are being requested to submit t h e i r cost requirements for storage of mammography images and interpretations per 100 screening mammograms for a period of 5 years. Compensation will be prorated on the exact number of mammograms performed during the year.

Note: Contractor must fill out the Itemized Cost Proposal, Exhibit 2 to indicate yearly cost per 100 images with respect to storage of mammogram images and readings.

IX. Instructions for Completing a Proposal

This section provides information on proposal requirements and submission guidelines. Each application must be complete and narrative responses should be self-explanatory. Only documents requested in this RFP or directly related to the RFP should be submitted. Any unsolicited material submitted with a proposal will not be considered.

A. Intent to Apply

All Respondents are encouraged to complete and submit the Intent to Apply Form (see Appendix A) by 4:00 pm on <u>March 15, 2013</u>. This form is for informational purposes only and will not be used to determine eligibility or funding. The form may be submitted via email, fax, mail or in person to:

Michael Crulcich Chicago Department of Public Health 333 South State Street, Room 2143 Chicago, IL 60604 Telephone: 312-747-9678 Fax: 312-745-7610 Email: michael.crulcich@cityofchicago.org

B. Proposal Guidelines

One proposal may be submitted for one or more of the five (5) CDPH Breast Cancer Screening/Mammography clinics. Page limits for each section are included below and apply to each proposal. The following instructions and outline should be used in preparing and submitting proposal(s):

- Include a table of contents reflecting major categories and corresponding page numbers.
- Use headings and subheadings to ensure that your proposal(s) cover all the required elements.
- Use the Proposal Checklist in Appendix G, to ensure that your proposals are complete.
- 1. <u>Title Page</u> (see Appendix B)

The Title Page must be completed and submitted as the first page of the proposal. Refer to Appendix B for a template.

2. <u>Project Abstract</u> (1 page limit)

The Project Abstract provides a brief description of your organization and its experience relevant to this proposal. The Project Abstract should include the following information:

- Name of organization and address of all proposed service locations.
- Organization's history and experience providing:
 - interpretation of screening mammograms and other general x-rays;
 - diagnostic services for patients with abnormal mammograms or clinical breast exams; and
 storage of digital mammogram images.
- Organization's history and experience caring for low income racial/ethnic minority women.
- Organization's commitment to serving the communities served by the CDPH mammography clinic(s) from which it is applying to receive referrals.
- 3. <u>Respondent Experience and Capacity</u> (3 page limit, not including required supporting documentation)

Provide a narrative describing your organization's experience providing breast cancer screening/mammography services.

- Describe Respondent's experience in providing the required services.
- Include information and/or documentation that supports the Respondent's programmatic and administrative abilities such as medical staff resumes, certifications, licenses, or other evidence. Fellowship-trained professionals preferred.
- Describe how Respondent will ensure clients receive all appropriate diagnostic procedures indicated by radiographic or clinical findings.
- Describe how Respondent will ensure the quality of its services.
- Describe how client information will be transferred between Respondent and CDPH Nurse Case Managers.
- Describe how Respondent will assure the confidentiality of all client information and records.
- 4. <u>Cultural Competence</u> (2 page limit)

Cultural competency is the ability of organizations and individuals to provide care to clients with diverse values, beliefs, and behaviors including tailoring service delivery to meet clients' social,

cultural, and linguistic needs. Cultural competency is a vehicle to increase access to quality services for all target populations, address disparities in health care, and a strategy to attract and retain new clients. Demonstrate your organization's ability to provide culturally competent services to the target population(s) (those populations/communities in the clinic's surrounding areas).

- Describe Respondent's efforts to integrate the values, attitudes, beliefs, and languages of the community Respondent proposes to serve into its services.
- Describe Respondent's involvement in initiatives to decrease breast cancer mortality and disparity.
- 5. <u>Client Eligibility</u> (2 page limit)

Describe how Respondent will ensure that insured clients will not be billed to the CDPH, and that clients will not be billed for any services billed to CDPH. Respondent must describe the process to be used for determining patient eligibility.

6. <u>Work Plan, Goals and Objectives</u> (3 page limit for narrative; no page limit for the work plan)

The CDPH Breast Cancer Screening/Mammography program's goal is to decrease the breast cancer mortality disparities in Chicago as referenced in "Healthy Chicago":

http://www.cityofchicago.org/city/en/depts/cdph/provdrs/healthychicago.html

Describe how the Respondent's program will:

- Monitor the quality of radiologists' readings.
- Ensure appropriate diagnostic follow-up is completed when indicated by findings on screening mammograms or clinical breast exams.
- Electronically store digital images and radiology reports securely.

Develop a work plan for digital storage only, using the template in Appendix E.

C. Proposal Checklist

The Proposal Checklist should be used to ensure that the proposal is complete. Include the Proposal Checklist with the proposal. Proposals that do not contain each of the items indicated in the checklist will be considered incomplete and will not be reviewed (See Appendix G).

X. Submission Guidelines

Failure to follow any of the instructions related to content will result in the proposal being eliminated from consideration. Other than late delivery, the most common reasons that proposals are rejected include: inadequate number of copies, missing sections of the proposal, and failure to include requested documents.

It is the responsibility of the Respondent to ensure delivery of the proposal to CDPH by the designated deadline. All proposal will be date and time stamped upon receipt and the receipt will be given to the person delivering the package at the time of receipts. Respondents using a messenger service to deliver their proposals should advise the messenger service of the 4:00 pm deadline and make sure the messenger knows to wait for a receipt.

Respondents wishing to drop off completed proposals prior to the deadline should contact Michael Crulcich at 312-747-9678 or michael.crulcich@cityofchicago.org to arrange for a drop off time.

All programmatic questions regarding this RFP (i.e., objectives, review criteria, work plan, budget components, etc.), and assistance with the proposal guidelines should be referred to:

Michael Crulcich Chicago Department of Public Health Telephone: 312-747-9678 Email: michael.crulcich@cityofchicago.org

Submit one (1) original and five (5) complete copies, six (6) in total, and a CD with an electronic version of the proposal to:

Chicago Department of Public Health Community Health Division DePaul Center, 2nd Floor 333 South State Street Chicago, Illinois, 60604

The proposal must be received by 4:00 p.m. on Monday, April 1, 2013. No extension will be permitted unless published by CDPH for all prospective Respondent's attention. No late proposals will be accepted.

A. Format Instructions

- Use at least 1.5 line spacing and at least 11-point font size
- Proposals should have margins of at least ³/₄ inch on all sides
- Submit only unbound proposals (i.e., no staples, ring binders, covers)
- All documents should be on 8 ¹/₂"x11" paper
- Print only on the front of each page (if any of your supporting documents are two-sided, photocopy them to meet this requirement)
- Include a table of contents reflecting major categories and corresponding page numbers
- Attach only supporting documentation requested or directly related to the proposal
- Sequentially number the entire proposal including all the attachments
- No faxes will be accepted

B. Required Documentation

- Internal Revenue Service 501(c)3 tax exempt determination letter
- Copy of Respondent's Articles of Incorporation
- Copy of the Respondent's most recent Financial Statement
- If Respondent received \$500,000 or more in federal funds during fiscal year, submit a copy of an audit conducted in accordance with OMB Circular A-133
- List of Board of Directors (must include place of employment for each member)
- Memoranda of Understanding with Subcontractors Documentation of these agreements should be on Respondent's letterhead and signed by a representative from the Respondent and any subcontractor who is authorized to commit their organizations to the agreement. These documents should be current, project specific, time-phased, with a list of services(s) to be provided, the number of participants to be served, the period in which the services(s) will be provided, and, if known, the monetary value of the services.

• Completed electronic version of the City of Chicago Economic Disclosure Statement and Affidavit (see web link below).

https://webapps.cityofchicago.org/EDSWeb/appmanager/OnlineEDS/desktop

• Proof of Insurance (see Appendix F). Successful Respondents will be required to submit insurance with City of Chicago named as an additional insured.

XI. Evaluation of Proposals

All proposals that are received on time will undergo a technical review to determine whether all required components have been addressed and included. Proposals that are determined by the CDPH to be incomplete will not be further considered. The CDPH reserves the right to waive irregularities that, within its sole discretion, determines to be minor. If such irregularities are waived, similar irregularities in all proposals will be waived. Proposals that are determined to be complete will be forwarded to a Review Panel.

The Review Panel will evaluate and rate all remaining proposals based on the Evaluation Criteria listed below. The Review Panel forwards its recommendations and comments to the Program Director and Deputy Commissioner. Past contractual performance may also be considered for Respondents that have previously received funding. Final funding decisions are made by the CDPH Commissioner. All Respondents will be notified of the results in writing.

Evaluation Criteria:

- Respondent's relevant experience in providing mammography readings and diagnostic services relating to breast cancer.
- Respondent's commitment to serving the target population.
- Respondent's staffing plan/resources and cultural competence.
- Respondent's adequacy and soundness of methods to be used to monitor and assess quality of radiology and diagnostic services.
- Respondent's ability to electronically store CDPH digital images and the corresponding radiologists' reports.
- Costs for storing CDPH digital images and the corresponding radiologists' reports.

The CDPH reserves the right to recommend qualified funding proposals out of rank in order to ensure adequate geographic distribution. If an insufficient number of qualified proposals are submitted for any one or more CDPH clinic, the CDPH reserves the right to directly solicit and select appropriate organizations to fill the gaps.

XII. Reporting and Other Requirements for Successful Respondents

All successful Respondents will be required to submit quarterly quality reports monthly invoices, and participate in evaluation and quality assurance activities coordinated by the Breast Cancer Quality Treatment Initiative. Respondents will also be required to participate in all CDPH-sponsored or other City-sponsored site visits, evaluations, and quality assurance activities.

XIII. Compliance with Laws, Statutes, Ordinances and Executive Orders

Grant awards will not be final until the City and the Respondent have fully negotiated and executed a grant agreement. All payments under grant agreements are subject to annual appropriation and availability of funds. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the Respondent in anticipation of a grant agreement. As a condition of a grant award, Respondents must comply with the following and with each provision of the grant agreement:

1. Conflict of Interest Clause: No member of the governing body of the City of Chicago or other unit of government and no other officer, employee, or agent of the City of Chicago or other government unit who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interest, direct or indirect, in the grant agreement.

The Respondent covenants that he/she presently has no interest, and shall not acquire any interest, direct, or indirect, in the project to which the grant agreement pertains which would conflict in any manner or degree with the performance of his/her work hereunder. The Respondent further covenants that in the performance of the grant agreement no person having any such interest shall be employed.

- 2. Governmental Ethics Ordinance, Chapter 2-156: All Respondents agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a representation by the Respondent that he/she has not procured the grant agreement in violation of this order; and b) a provision that any grant agreement which the Respondent has negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the City.
- 3. Selected Respondents shall establish procedures and policies to promote a Drug-free Workplace. The selected Respondent shall notify employees of its policy for maintaining a drug-free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. The selected Respondent shall notify the City if any of its employees are convicted of a criminal offense in the workplace no later than ten days after such conviction.
- 4. Business Relationships with Elected Officials Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, as amended (the "Municipal Code") it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to the grant agreement shall be grounds for termination of the grant agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse or domestic partner, or of any entity in which an official or his or her spouse or domestic partner has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A

"contractual or other private business dealing" shall not include any employment relationship of an official's spouse or domestic partner with an entity when such spouse or domestic partner has no discretion concerning or input relating to the relationship between that entity and the City.

- 5. Compliance with Federal, State of Illinois and City of Chicago regulations, ordinances, policies, procedures, rules, executive orders and requirements, including Disclosure of Ownership Interests Ordinance (Chapter 2-154 of the Municipal Code); the State of Illinois Certification Affidavit Statute (Illinois Criminal Code); State Tax Delinquencies (65ILCS 5/11-42.1-1); Governmental Ethics Ordinance (Chapter 2-156 of the Municipal Code); Office of the Inspector General Ordinance (Chapter 2-56 of the Municipal Code); Child Support Arrearage Ordinance (Section 2-92-380 of the Municipal Code); and Landscape Ordinance (Chapters 32 and 194A of the Municipal Code).
- 6. If selected for grant award, Respondents are required to (a) execute the Economic Disclosure Statement and Affidavit, and (b) indemnify the City as described in the grant agreement between the City and the successful Respondents.
- 7. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4. Neither you nor any person or entity who directly or indirectly has an ownership or beneficial interest in you of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, your 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 (you 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 the grant agreement or Other Contract, including while the grant agreement or Other Contract is executory, (ii) the term of the grant agreement or other Contract with the City is being sought or negotiated.

You represent and warrant 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 you or the date you approached the City, as applicable, regarding the formulation of the grant agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

You shall not: (a) coerce, compel or intimidate your employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse your 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 the grant agreement, 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 the grant agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If you violate this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject your bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between you and the City that is (i) formed under the authority of Municipal Code 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 Municipal Code Ch. 2-156, as amended.

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

8. (a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) You are aware that City policy prohibits City employees from directing any individual to apply for a position with you, either as an employee or as a subcontractor, and from directing you to hire an individual as an employee or as a subcontractor. Accordingly, you must follow your own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by you under the grant agreement are employees or subcontractors of you, not employees of the City of Chicago. The grant agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by you.

(c) You will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under the grant agreement, or offer employment to any individual to provide services under the grant agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of the grant agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to you by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, you will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the Department. You will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the grant agreement.

9. False Statements

(a) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an proposal, 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)

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

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

(c) 1-21-030 Enforcement.

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

Appendix A

City of Chicago Department of Public Health Request for Proposals (RFP) For Radiology and Breast Cancer Diagnostic Services RFP# #DA-41-3045-03-2013-001

Intent to Apply Form

Potential Respondents interested in applying for funding under this RFP are asked to complete and submit this form or a reasonable facsimile by **4:00 pm on March 15, 2013.** The form may be e-mailed, mailed, faxed or delivered to:

Michael Crulcich Chicago Department of Public Health 333 South State Street, Room 200 Chicago, IL 60604 Telephone: 312-747-9678Fax: 312-745-7610 E-mail: michael.crulcich@cityofchicago.org

Agency Name:						
Administration Office/Site Address:						
Evolutivo Directori						
Executive Director:						
Telephone Number:	Email Address:					
Primary Contact Person:						
Telephone Number:	Email Address:					

Appendix B

City of Chicago Department of Public Health Request for Proposals (RFP) For Radiology and Breast Cancer Diagnostic Services RFP# #DA-41-3045-03-2013-001

Title Page

Agency Name:	
Agency Mailing Address:	
Agency Tax Identification Number:	
Agency Executive Director's Name and Title:	
Agency Executive Director's	Agency Executive Director's
Phone Number:	Fax Number:
Agency Executive Director's Email:	
Primary Contact Person's Name and Title:	
Primary Contact Person's	Primary Contact Person's
Phone Number:	Fax Number:
Primary Contact Person's Email:	
President of the Board of Directors:	Total Amount Requested:
Fiscal Agent Name (if applicable):	
Fiscal Agent Mailing Address:	
Fiscal Agent's	Fiscal Agent's
Phone Number:	Fax Number:
Fiscal Agent's Email:	
Signature of Agency Executive Director:	Date:

1212 Illinois Breast and Cervical Cancer Prevention (IBCCP) Reimbursement Schedule

			Fees			
CPT Codes Descriptions		Fees	Professional Component	Total		
	Consultation Visit	S				
99202	Office Consultation Visit (Considered a			\$77.98		
	Dx Procedure)- 20 minutes					
99203	Office Consultation Visit (Considered a Dx Procedure)- 30 minutes			\$114.41		
99204	Office Consultation Visit (Considered a Dx Procedure)- 45 minutes			\$175.15		
	BREAST - Radiology Codes - N	Mammograph	ny			
77055	Diagnostic Mammogram, Unilateral	\$56.51	\$37.03	\$93.54		
77056	Diagnostic Mammogram, Bilateral	\$73.68	\$45.84	\$119.53		
77057	Screening Mammogram, Bilateral	\$49.72	\$37.03	\$86.74		
G0202	Screening Mammogram, Digital, Bilateral	\$110.89	\$37.39	\$148.27		
G0204	Diagnostic Mammogram, Digital, Bilateral	\$132.35	\$46.56	\$178.91		
G0206	Diagnostic Mammogram, Digital, Unilateral	\$104.09	\$37.39	\$141.48		
	BREAST - Radiology Codes	- Diagnostics				
76098	Radiological exam, surgical specimen	\$11.80	\$8.46	\$20.26		
76645	Ultrasound breast(s), Bilateral or Sunitateral		\$28.91	\$95.44		
76942	Ultrasonic guidance for needle\$182.7placement (e.g., biopsy, aspiration or localization device); imaging supervision and interpretation\$182.7		\$35.62	\$218.41		
77031	Stereotactic localization guidance for breast biopsy or needle placement (e.g. for wire localization), each lesion; radiological supervision and interpretation\$71.18\$85.		\$85.69	\$156.87		
77032	Mammographic guidance for needle placement, breast, each lesion	\$28.61	\$29.27	\$57.88		

1212 Illinois Breast and Cervical Cancer Prevention (IBCCP) Reimbursement Schedule

		Fees			
CPT Codes	Descriptions	Fees	Professional Component	Total	
	BREAST - Surgical Co	odes	· · ·		
10021	Fine Needle Aspiration (FNA) without imaging guidance			\$160.60	
10022	Fine Needle Aspiration (FNA) with imaging guidance			\$147.79	
19000	Puncture aspiration of breast cyst			\$118.79	
19001	Puncture aspiration of breast cysts, each additional cyst			\$28.99	
19100	Breast biopsy, percutaneous needle core, not using imaging guidance			\$163.79	
19101	Breast biopsy, Open incisional			\$375.96	
19102	Breast biopsy, percutaneous needle core, using imaging			\$229.12	
19103	Breast biopsy, percutaneous automated vacuum assisted or rotating biopsy device using imaging guidance (Mammatome)			\$590.44	
19120	Excision of cyst, fibroadenoma, or other benign or malignant tumor, aberrant breast tissue, duct lesion, nipple or areolar lesion, <u>open</u> ; one or more lesions			\$547.76	
19125	Excision of breast lesion identified by preoperative placement of radiological marker, single; open; lesion			\$608.60	
19126	Excision of breast lesion identified by preoperative placement of radiological marker, open; each additional lesion separately identified by a preoperative radiological marker			\$188.04	
19290	Preoperative placement of needle localization wire, breast			\$171.06	
19291	Preoperative placement of needle localization wire, breast, each additional lesion			\$72.49	
19295	Image guided placement of percutaneous metallic localization clip during breast biopsy			\$96.22	

1212 Illinois Breast and Cervical Cancer Prevention (IBCCP) Reimbursement Schedule

			Fees	
CPT Codes	Descriptions	Fees	Professional	Tetal
		rees	Component	Total
	Pathology Fees			
88172	Evaluation of FNA of Breast(s) to	\$20.38	\$35.27	\$55.65
	determine specimen adequacy			
88173	Interpretation and report of FNA of	\$75.12	\$71.59	\$146.71
	Breast(s)			
88305	Surgical pathology, breast (does not	\$73.68	\$37.73	\$111.42
	evaluate surgical margins) or cervical			
	biopsy specimens			
88307	Surgical pathology, breast (evaluates	\$163.83	\$83.25	\$247.09
	surgical margins)			
88331	Frozen section, first tissue block, single	\$35.77	\$61.39	\$97.15
	specimen (breast)			
88332	Frozen section, each additional	\$12.51	\$30.69	\$43.20
	specimen (Limit 2)			
	Preoperative Testir	0		
71010	Chest x-ray, 1 view	\$16.09	\$9.52	\$25.61
71020	Chest x-ray, 2 views	\$21.81	\$11.28	\$33.10
80048	Basic metabolic panel			\$11.98
80053	Comprehensive metabolic panel			\$14.97
81001	Urinalysis			\$4.48
81025	Pregnancy test			\$8.96
85014	Hematocrit			\$3.35
85018	Hemoglobin			\$3.35
85025	CBC with differential WBC count			\$11.02
85027	CBC without differential			\$9.17
93000	000 EKG			\$20.61
	Additional Procedure	Fees	·	
99144	Conscious Sedation			\$200.00
00400	General Anesthesia			\$300.00
99070	Surgical supplies (not covered in the			\$500.00
	above CPT codes)			

Appendix C Page 4

City of Chicago Department of Public Health Request for Proposals (RFP) For Radiology and Breast Cancer Diagnostic Services RFP# #DA-41-3045-03-2013-001

Billing Structure

Current Billing Structure

SCREENING:

Uninsured patients --- CDPH bills Illinois Breast and Cervical Cancer Program (IBCCP) Insured patients --- CDPH bills for technical component, Radiologist/Hospital bills insurance provider directly

DIAGNOSTICS:

Uninsured patients --- CDPH bills IBCCP Insured patients --- Radiologist/Hospital bills insurance provider directly

Billing Structure with Proposed Enhanced Medicaid Reimbursement

SCREENING:

Uninsured patients --- CDPH bills IBCCP Insured (Non-medicaid) ---Radiologist bills insurance carrier Medicaid (Global rate) – Radiologist bills CDPH, CDPH bills at increased global rate

DIAGNOSTIC:

Uninsured patients --- Radiologist/hospital bills CDPH the enhanced Global Rate Medicaid and other insurance ---Radiologist/hospital bills insurance provider directly

Appendix D

City of Chicago Department of Public Health Request for Proposals (RFP) For Radiology and Breast Cancer Diagnostic Services RFP# #DA-41-3045-03-2013-001

Itemized Cost Proposal Template

Services Performed	Basis of Cost (Rate)	Compensation for First Year	Compensation for Second Year (Potential Renewal	Compensation for Third Year (Potential Renewal)
Storage of Digital Images. (100 Mammography images and readings*)	Cost per 100 mammograms			

*Mammography Storage: Compensation will be prorated on the exact number of mammograms performed during the year.

Appendix E Page 1

City of Chicago Department of Public Health Request for Proposals (RFP) For Radiology and Breast Cancer Diagnostic Services RFP# #DA-41-3045-03-2013-001

Work Plan Instructions

Instructions for Completing the Work Plan

Refer to your Work Plan, Goals and Objectives narrative to assist in developing the work plan.

Column1.

Explain how CDs containing digital images will be received from CDPH and processed.

Column 2:

Explain process of linking radiologists' reports to the CDPH images

Column 3:

How will reports be transferred to CDPH Nurse Case Managers and Clients' primary care providers?

Column 4:

Describe annual capacity for new CDPH Images

Column 5:

Calculate cost of Image storage per 100 images.

Appendix E Page 2

City of Chicago Department of Public Health Request for Proposals (RFP) For Radiology and Breast Cancer Diagnostic Services RFP# #DA-41-3045-03-2013-001

Work Plan Template

(If additional space is needed, this page can be copied)

Agency: _____

Program Site: _____

Digital Image and Radiology Report Storage				
How will digital images be received?	How will reports be linked with image?	How will reports be transferred /shared with CDPH staff and other primary care providers	How many images/reports stored annually?	Cost of annual storage/ 100 images/ reports

Appendix F

City of Chicago Department of Public Health Request for Proposals (RFP) For Radiology and Breast Cancer Diagnostic Services RFP# #DA-41-3045-03-2013-001

Insurance Requirements

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

A. INSURANCE TO BE PROVIDED

1. Workers Compensation and Employers Liability

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

2. <u>Commercial General Liability</u> (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than <u>\$5,000,000</u> per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

3. <u>Automobile Liability</u> (Primary and Umbrella)

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

4. Medical Professional Liability

When any medical services are performed in connection with the Agreement, Medical Professional Liability Insurance for either employer or independent contract physicians, nurses, technicians including laboratory professionals and/or any other health care medical practitioners must be maintained covering acts, errors, or omissions relating to the rendering of or failure to render professional, medical or health care services with limits of not less than

\$10,000,000 When policies are renewed or replaced, the policy retroactive date must coincide with, or precede commencement of Services by the Provider under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5. <u>Valuable Papers</u>

When any charts, test results, x-rays, readings media, data, records, reports, files including stored digital imaging data and any other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

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

The Provider is responsible for all loss or damage to City of Chicago property including Department of Health property site, equipment, tools and supplies at full replacement cost that results from this Agreement.

6. <u>Blanket Crime</u>

The Provider must provide Blanket Crime coverage covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected, received and in the possession of Provider at any given time.

B. ADDITIONAL REQUIREMENTS

Provider must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street, Chicago, IL 60602 and Chicago Department of Public Health, Room 200, 333 South State Street, Chicago, IL 60604 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Provider must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Provider is not a waiver by the City of any requirements for the Provider to obtain and maintain the specified coverages. Provider must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Provider of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

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

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

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

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

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

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

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

lesue Date ____

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: Address:	(NUMBER & STREET)			Specification #: RFP#: Project #:	
	(CTY) Description of Operation/Location	(STAT	E) (2 19)) Contract #	

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

Type of insurance	Insurer Name	Policy Number	Effective Date	Expiration Date	Limits of Liability All Limits in Thousands
General Liability [] Claims Made [] Occurrence [] Premise—Operations [] Explosion/Collapse Underground [] Products/Completed—Operations [] Blanket Contractual [] Broad Form Property Damage [] Independent Contractors [] Personal Injury [] Pollution					CSL Per Occurrence \$ General Aggregate \$ Products/Completed Operations Aggregate \$
Automobile Liability (Any Auto)					CSL Per Occurrence \$
[] Excess Liability [] Umbrells Liability					Each Occurrence \$
Workers' Compensation and Employer's Liability					Statutory/Illinois Employers Liability \$
Builders' Risk/Course of Construction					Amount of Contract
Professional Liability					\$
Owner Contractors Protective			-	-	
Other					

a) Each insurance policy required by this agreement, excepting policies for workers' compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago".

b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of interest (cross liability) applicable to the named insured and the City.

c) Workers Compensation and Property insurer shall waive all rights of subrogation against the City of Chicago.

d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements.

Neme and Address of Certificate Holder and Recipient of Notice					
Certificate Holder/Additional Insured	Signature of Authorized Rep.				
City of Chicago Dept. of Purchasing	Agency/Company				
121 N. LaSalle, #403 Chicago, IL 60602	Address				
	Telephone				

FOR CITY USE ONLY:

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Appendix G

City of Chicago Department of Public Health Request for Proposals (RFP) For Radiology and Breast Cancer Diagnostic Services RFP# #DA-41-3045-03-2013-001

Proposal Checklist

The proposal checklist should be used to ensure that each proposal is complete. Include the checklist with the proposal. Proposals that do not contain each of the items below will be considered and incomplete and will not be reviewed.

- □ Title Page using Appendix B (1 page)
- Proposal Checklist
- □ Table of Contents

Proposal Narrative (for each proposal)

- □ Project Abstract (1 page limit)
- □ Experience and Capacity (3 page limit for the narrative, not including supporting documentation)
- □ Cultural Competency (2 page limit)
- □ Client Eligibility (2 page limit)
- □ Work Plan, Goals and Objectives (3 page limit on the narrative, no page limit for the work plan form)

Required Documentation

- □ Internal Revenue Service 501(c)3 tax exempt determination letter
- □ Copy of Articles of Incorporation
- □ Copy of the Respondent's most recent Financial Statement
- □ If Respondent received \$500,000 or more in federal funds during fiscal year, submit a copy of an audit conducted in accordance with OMB Circular A-133
- □ List of Board of Directors (must include place of employment for each member)
- □ Insurance Certificate of Coverage
- □ Memoranda of Agreement with Subcontractors Documentation of these agreements should be on agency letterhead and signed by representatives of both agencies who are authorized to commit their agency to the agreement. These documents should be current, project specific, time-phased, list the services(s) to be provided, the number of participants to be served, the period in which the services(s) will be provided, and, if known, the monetary value of the services.
- □ Completed electronic version of the City of Chicago Economic Disclosure Statement and Affidavit
- □ Proof of Insurance (see Appendix F). Successful applicants will be required to submit insurance with City of Chicago named as an additional insured.
- One (1) original, five (5) complete copies and one (1) electronic copy of the proposal are submitted