

Legislation Text

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AUTHORIZATION TO ENTER INTO CONTRACTS WITH MERCY HOSPITAL AND MEDICAL CENTER FOR POST OFFER TREATMENT FOR OCCUPATIONAL ILLNESS AND INJURIES, AND ALCOHOL AND DRUG TESTING SERVICES SPECIFICATION NO. P-18009 R

To: The Honorable Board of Commissioners of the Chicago Park District

I. Recommendation

It is recommended that an order be entered authorizing the General Superintendent or his designee to enter into a contract with Mercy Hospital and Medical Center for post offer treatment for occupational illness and injuries and alcohol and drug testing services. This contractor was selected pursuant to a publicly advertised Request for Proposals.

II. Award Information

Contractor:	Mercy Hospital and Medical Center 2525 S. Michigan Avenue Chicago, Illinois 60616	
Company Type:	Illinois Not-for-Profit Corporation	
Year Incorporated:	1852	
Executive Directors and Officers:	See Attached List	
Contract Period:	Two (2) years with two (2) additional one (1) year extension options.	
Contract Amount:	\$849,799.20 for the two (2) year initial contract term. Fees for workplace injury treatment are set by the State of Illinois. Also, in order to identify those drugs not captured in the past that prohibit employees from performing their job duties and responsibilities, we have enhanced our drug testing procedures by going from a 10-panel drug screening to a more thorough 12- panel drug screening.	
Scope of Services:	To provide pre-employment drug and alcohol testing and post-offer treatment for occupation illness and injures to Chicago Park District employees.	
Affirmative Action Goals:	The Minority- and Women-Owned Participation for this contract include: 25% Minority-Owned and 5% Women-Owned.	
II Award Information (Cont.)		

II. Award Information (Cont.)

Authorization:Authorize the General Counsel to include other relevant terms and conditions in the written Agreement.
Authorize the General Superintendent to execute the Agreement and the Secretary to attest as to the signing
of the Agreement and keep an original copy of the Agreement on file.

III. Budget and Financial Information

Budget Classification:	Operating
Fiscal Year:	2013-2015
Source of Funds:	001.8220.8220.623130.00001.01.01.00001

IV. Procurement Information

Specification Number:	P-18009 R	
Date Advertised:	September 12, 2018	
Date Proposal Due Date:	October 12, 2018	
Number of Proposals Received:	Two (2)	

This contract was publicly advertised as a Request for Proposals ("RFP"). Two (2) proposals were received on the due date. One (1) proposal was deemed non-responsive as the proposer did not submit the required documents and MBE/WBE schedules. The proposal submitted by Mercy Works was found by the Department of Purchasing ("Purchasing") to be compliant and responsive.

The Evaluation Committee ("EC") was comprised of five (5) voting members, all CPD staff. The EC began their evaluation of the proposal at their first meeting on June 17, 2019, and the non-financial proposal was distributed. At the end of their first meeting they decided to send a request for an Oral Presentation. The second meeting was held on June 21, 2019 where the non-financial proposal was discussed and the financial proposal was distributed. Oral Presentation was held on June 25th, and after the presentation the EC decided to request a Best and Final Offer. Purchasing received the Best and Final Offers on June 27th. After review of the Best and Final Offer the EC concluded their evaluation unanimously scoring Mercy Hospital and Medical Center the highest.

V. Explanation

The Chicago Park District ("CPD") is required to conduct pre-employment drug screening, post-incident drug and alcohol screening, random drug screening, and post-injury examinations. Primarily, the Department of Human Resources ("DHR") requires these services prior to the hire of an employee, when an employee is due to return to work after an injury, and for fitness for duty. Additionally, Risk Management requires these services when a Chicago Park District employee is involved in a work-related incident.

Annually, the peak hiring season is usually April - June, when DHR conducts approximately seven (7) mass hiring sessions for seasonal positions that involve about 300 applicants each session. These individuals must submit to alcohol and drug testing, then their samples have to be tested and the results returned to the CPD in a timely manner. During off peak season, for regular preemployment and fitness for duty testing, there may be up to 30 tests a day. Lastly, Risk Management requires post-incident drug and alcohol testing services approximately 200-300 times per year.

Mercy Hospital and Medical Center ("Mercy Works") has been providing all the services required for the CPD since 2002. Their staff is experienced and is properly licensed, trained, and certified to provide the services. Similarly, their labs are properly certified and equipped as well to perform the services. Lastly, they have the proven capacity and capability to test and process the large volume of results in a timely manner as required by the CPD.

Therefore, it is in the best interest of the Chicago Park District to award the post offer treatment for occupational illness and injuries and alcohol and drug testing contract to Mercy Hospital and Medical Center.

VI. General Conditions

1. *Conflicts:* No agreement authorized herein shall be legally binding on the Chicago Park District if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*

2. *Ethics:* The Chicago Park District's Ethics Code, Chapter III of the Code of the Chicago Park District, shall be incorporated into and made part of all agreements authorized herein.

3. *Contingent Liability:* Any agreement lawfully entered into for a period of more than one year shall be executory only for the amounts for which the Park District may become liable in succeeding fiscal years pursuant to Section 17(i) of the Chicago Park District Act, 70 ILCS 1505/17(i). All agreements authorized herein shall contain a clause that any expenditure beyond the current fiscal year is subject to appropriation in the subsequent fiscal year budget.

4. Economic Disclosure Statement ("EDS"): Contractor has submitted a full and complete EDS prior to execution of the contract.