



REQUEST FOR PROPOSALS # H11-0021

Ambulatory & Community Health Network Janitorial Services

FOR
COOK COUNTY HEALTH AND HOSPITALS SYSTEM

Issued On
8/1/11

Proposals shall be received at: JOHN H. STROGER HOSPITAL OF COOK
Attention: Mallika Sekar, RFP Division Supply Chain and Procurement Department of
Centralized Purchasing, 1901 W. Harrison Street, Room # LL-260, Chicago, IL -60612,

Proposals are due before: 3:00 P.M. Central Daylight Time on: 8/26/11

**ATTENTION: THIS IS A REQUEST FOR PROPOSALS WHICH MAY RESULT
IN THE OPPORTUNITY TO NEGOTIATE A CONTRACT
FOR THE CONSIDERATION OF THE COOK COUNTY HEALTH AND HOSPITALS
SYSTEM THIS IS NOT A SOLICITATION FOR BIDS**

1	RFP PROCESS AND TIMETABLE	3
1.01	OVERVIEW OF REQUEST FOR PROPOSAL PROCESS	3
1.02	PROJECTED RFP TIME SCHEDULE	3
1.03	QUESTIONS AND INQUIRIES	5
1.04	SUBMISSION OF PROPOSALS	5
2	INSTRUCTIONS TO PROPOSERS	6
2.01	DEFINITIONS	6
2.02	SUBCONTRACTORS	7
2.03	CONTENTS AND ORGANIZATION OF PROPOSALS	7
2.04	OWNERSHIP OF PROPOSALS	8
2.05	COST OF PROPOSER RESPONSE	8
2.06	CANCELLATION OF RFP AND REQUESTS FOR UPDATED OR NEW PROPOSALS	8
2.07	EVALUATION PROCESS	9
2.08	SELECTION CRITERIA	10
2.09	CONTRACT AWARDS	10
2.10	CONFIDENTIALITY	10
3	COUNTY REQUIREMENTS	11
3.01	GENERAL INFORMATION	11
3.02	CCHHS BACKGROUND INFORMATION	11
3.03	SERVICES REQUIRED BY SYSTEM	12
3.04	INVOICING AND PAYMENT, REIMBURSEMENT OPPORTUNITIES,	13
	AND BILLING DISPUTES	22
4	ATTACHMENTS	23
4.01	ATTACHMENT A: PROPOSER QUESTIONNAIRE	23
4.02	ATTACHMENT C: GENERAL CONDITIONS	27
4.03	ATTACHMENT D: BUSINESS ASSOCIATE AGREEMENT	46
4.04	ATTACHMENT E: COST PROPOSAL FORM	53
4.05	ATTACHMENT F: ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENTS	54

1 RFP PROCESS AND TIMETABLE

1.01 OVERVIEW OF REQUEST FOR PROPOSAL PROCESS

Please refer to Part 3 of this RFP for a description of the specific items and services which are the subject of this RFP.

Proposals submitted in response to this RFP will undergo an initial evaluation at CCHHS discretion. Proposers may be invited to discuss or explain their Proposals, demonstrate their proposed Solutions and/or negotiate the specific terms pursuant to which a Proposer would be willing to enter into a Contract.

At any time during the RFP process, the CCHHS may modify the terms of the RFP, including narrowing or modifying the scope of the Solution which is the subject of this RFP. CCHHS may issue an Addendum which describes such modifications and may, in its discretion, permit Proposers to submit supplemental or new Proposals in response to these modified requirements. CCHHS shall evaluate any requested supplemental or new Proposals. CCHHS may request that all or some Proposers submit a "best and final" Proposal prior to selecting one or more Proposers for the negotiation of a possible contract. If CCHHS issues Addenda after receiving "best and final" Proposals, such Addenda will be distributed only to those Proposers submitting "best and final" Proposals.

All prospective Proposers must submit a Proposer Registration Form (see Section 4.02, Attachment B) in order to receive any Addenda which are issued prior to the date(s) upon which Proposals are due. Proposers failing to submit a Proposer Registration Form shall not be entitled to receive any Addenda and, therefore, risk elimination if their Proposals do not respond to CCHHS' needs.

These instructions to Proposers contain important information and should be reviewed carefully prior to submitting a Proposal. Proposers failing to adhere to the procedures set forth in these instructions shall be subject to elimination.

Submission of a Proposal constitutes an agreement to be bound by the provisions set forth in this RFP.

1.02 PROJECTED RFP TIME SCHEDULE

The following timetable establishes the projected dates and times of certain critical events relative to this RFP, including submission of written inquiries to CCHHS, submission of Proposals and the consideration of Proposals by the RFP Review and Evaluation Committee. CCHHS may revise or supplement this schedule by sending, faxing or e-mailing Addenda to each Registered Proposer. CCHHS does not intend to extend the submission date for Proposals, but reserves the right to do so.

- **8/1/2011: RFP Available to Proposers.** The RFP will be posted for a two week period beginning on this date at the <http://www.cookcountyhealth.net> website under the "Contract Info" tab. The RFP may also be picked up at the Supply Chain and Procurement Office, Stroger Hospital of Cook County, 1901 W. Harrison Street, Room # LL-260, Chicago, IL 60612, Attention: Mallika Sekar, RFP Coordinator, during this two week period.
- **8/5/2011: Proposer Registration Deadline:** Attachment B is a Proposer Registration Form. Proposers must complete this form and mail and fax or email the completed form in both hard and in soft copy ".pdf" format to the RFP Coordinator on or before this date in order to be assured of receiving any Addenda issued by CCHHS relative to this RFP. CCHHS may elect to extend this date, but shall not be required to do so.
- **8/11/2011: Proposer Inquiry Deadline.** All proposer inquiries must be submitted in writing by this date. Responses shall be at the County's discretion. If a response is provided, it shall be provided in writing to all registered proposals simultaneously within one week. Responses may be transmitted to Registered Proposers by email or fax.
- **8/26/2011: Proposal Submission Deadline.** One original and five (5) copies of each Proposal must be delivered in both hard and soft ".pdf" copy formats to the location identified on the cover page of this RFP by 3:00 P.M. CDT on this date.
 - **Aug/Sept: Evaluation of Proposals.** All Proposals will be evaluated by the RFP Review and Evaluation Committee which may invite one or more Proposers to make presentations. The RFP Review and Evaluation Committee may choose to negotiate a contract with one or more Proposers prior to making a recommendation to executive management. The Committee may invite a Proposer that was not originally selected to enter into contract negotiations if it is unsuccessful in negotiating a contract with the Proposer(s) that are initially identified for negotiation of a possible contract. Negotiations may be conducted by designated CCHHS representatives. Any proposed contract including all negotiations shall be subject to review and approval of CCHHS management, CCHHS legal. Proposed Contracts are also subject to review by the County's Office of Contract Compliance.
 - **Aug/ Sept: Notifications.** CCHHS will notify the Proposer(s), if any, that will be recommended to the Board for consideration.
 - **Sept: CCHHS Consideration of Contract.** If the amount of a contract is \$100,000 or greater, following finalization of contract documents to the satisfaction of CCHHS executive management, the Board shall be requested to authorize the CCHHS to enter into and execute the proposed Contract, which decision shall be within the Board's sole discretion. If the amount of a contract is less than

\$100,000, following finalization of contract documents to the satisfaction of CCHHS executive management, the CCHHS shall secure appropriate reviews and may approve the proposed Contract for execution in its sole discretion.

- The identity of the successful Proposer shall be posted on the website.

1.03 QUESTIONS AND INQUIRIES

Questions and correspondence regarding this RFP must in writing and are to be directed to the RFP Coordinator whose contact information is as follows:

Mallika Sekar
RFP Coordinator
Cook County Health and Hospitals System
1969 W. Ogden Avenue, Suite 5360
Chicago, Illinois 60612
(312) 864-4776 (o)
(312) 864-9329 (f)
msekar@ccbhs.org

All questions must be submitted in writing by the Inquiry deadline set forth in Section 1.02, above. The CCHHS response, if any, to questions received will be set forth in writing and faxed or emailed to all registered Proposers within one week thereafter.

1.04 SUBMISSION OF PROPOSALS

Proposals shall be submitted to the address set forth on the cover page of this RFP no later than 3:00 P.M. CDT on the Proposal Submission Deadline, 8/26/2011, listed in Section 1.02 above.

Proposers shall submit one (1) single-sided original Proposal, marked "Original" and five (5) double-sided copies of the Proposal. Proposals shall be submitted in hard copy, bound copies on standard "8½ x 11" letter-sized paper, in legible type, along with a ".pdf" soft copy format on a CD. In addition, Proposers shall submit an electronic copy of the Proposal via email to the RFP Coordinator listed in Section 1.03.

ALL PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE WHICH PROMINENTLY DISPLAYS: 1. THE NAME AND NUMBER OF THIS RFP AS SET FORTH ON THE COVER PAGE OF THIS RFP AND 2. THE PROPOSER'S NAME AND ADDRESS AND CONTACT TELEPHONE NUMBER.

It is the sole responsibility of the Proposer to ensure that the Proposal is received before the specified time. Facsimiles are not acceptable. **Proposals received after the Proposal Submission Deadline shall be rejected and returned unopened.**

2 INSTRUCTIONS TO PROPOSERS

2.01 DEFINITIONS

The following definitions shall apply to this RFP:

"Addendum" or "Addenda" shall refer to a one or more documents issued to Registered Proposers in hard or soft copy by the RFP Coordinator(s) which modifies this Request for Proposal or provides additional information.

"Board" or "System Board" shall refer to the Board of Directors of the Cook County Health and Hospitals System.

"Contract" or "Agreement" shall mean the Contract, if any, that is negotiated between CCHHS and a Proposer, which is subsequently authorized by the CCHHS Board and executed on behalf of the CCHHS for some or all of the Deliverables described in this RFP.

"Contractor(s)" shall mean the individuals, businesses or entities that have submitted a Proposal and have negotiated a contract that has been approved by the System Board.

"County" shall mean the County of Cook, Illinois, a body politic and corporate.

"Deliverables" shall refer to the items, supplies, equipment or services that will be provided pursuant to any Contract entered into as a result of this RFP.

"General Conditions" shall mean the terms and conditions included in Attachment C of the RFP. These terms will be included in the final Contract negotiated with the Contractor.

"Proposal" shall mean the document(s) submitted by Proposer(s) in response to this RFP that constitute a Proposer's offer to enter into contract with the CCHHS under terms consistent with this RFP, subject to the negotiation of a contract and approval by the Board.

"Proposer(s)" shall mean the individuals or business entities, if any, submitting a Proposal in response to this RFP.

"Procurement Director" shall mean the person identified by the CCHHS to serve as its Chief Procurement Officer.

"Registered Proposer" shall refer to a prospective Proposer who has submitted a completed Proposer Registration Form (Attachment B) to CCHHS.

"Request for Proposals" or "RFP" shall refer to this solicitation of Proposals by CCHHS which may lead to the negotiation of a contract and the recommendation that the CCHHS authorize a Contract with a Proposer.

"RFP Coordinator" shall refer to the individual identified in Section 1.03 of this RFP.

"Solution" the specific configuration of Deliverables that is submitted in a Proposal to meet the needs and goals of the CCHHS as articulated in this RFP.

2.02 SUBCONTRACTORS

Proposals must identify all proposed Subcontractors and the specific Deliverables they will provide. Except as approved by the CCHHS, such Subcontractors will become subcontractors if the Board authorizes a Contract with the Proposer. Subcontractors must be qualified to provide the specific Deliverables they are identified to provide under the Contract. CCHHS reserves the right to disapprove of a proposed Subcontractor and to require the Proposer to identify replacement Subcontractors.

2.03 CONTENTS AND ORGANIZATION OF PROPOSALS

Any page of a Proposal that Proposer asserts to contain a trade secret shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch ("1/2") size letters. The specific portions of the page are asserted to contain a trade secret shall be noted as such.

Proposals shall not contain claims or statements to which the Proposer is not prepared to commit contractually. To the extent Proposer wishes to take any exceptions to the requirements of this RFP, Proposer shall clearly identify these exceptions at the top of the pertinent pages as "EXCEPTIONS TO CCHHS RFP" (indicate the applicable section number). The extent of the exceptions requested by a Proposer will be part of the selection criteria utilized to evaluate the Proposals.

The information contained in the Proposal shall be organized as follows:

Section 1: Transmittal Letter. Proposer shall include a letter of transmittal signed by an individual who is authorized to bind the Proposer contractually. The transmittal letter shall include the name, title, address, telephone number, facsimile number, and e-mail address of one or more individuals who can respond to requests for additional information.

Section 2: Proposer's Qualifications and Experience. Proposers shall complete the Proposer Questionnaire included with this RFP as Section 4.01, Attachment A and shall supply any information or documentation required by the Proposer Questionnaire.

Section 3: Proposed Solution. Proposer shall provide both a summary and a detailed description of its proposed approach to and plan for providing the Deliverables required by the CCHHS as set forth in Part 3 of this RFP.

Section 4: Subcontractors. Proposal shall identify the Subcontractor(s) it intends to use to provide specific Deliverables described in Section 3 of the Proposal. Proposer shall identify the Subcontractor's qualifications to provide the proposed subcontracted Deliverables and the quantity of Deliverables the Subcontractor may provide, depending upon negotiations.

Section 5: Requested Exceptions to General Conditions. The County's legal terms, or General Conditions, are included on Attachment C of this RFP. CCHHS reserves the right to negotiate additional legal terms as it deems appropriate. Proposers must review these General Conditions and submit, with specificity, any requested exceptions or modifications to these terms with the Proposal. Submission by Proposer of Proposer's standard contract terms or other forms will not be considered a proper request for exceptions or modifications and may be disregarded by CCHHS. CCHHS shall not be deemed to have accepted any requested exceptions by electing to engage a Proposer in negotiations of a possible Contract.

Section 6: Cost Proposal. Proposer shall complete the Cost Proposal Form included in this RFP as Attachment E. The Proposer shall also describe in detail its proposed pricing as relates to the Deliverables it proposes to provide.

2.04 OWNERSHIP OF PROPOSALS

All material submitted by Proposers shall become the sole property of CCHHS. CCHHS shall be under no obligation to return any Proposals or materials submitted by Proposers in response to this RFP. In the event a Proposal includes specific information which Proposer deems proprietary or confidential, Proposer shall clearly identify it per Section 2.03 of this RFP, "Contents and Organization of Proposals", and CCHHS shall use reasonable efforts to maintain the confidentiality of such information. This notwithstanding, all Proposers agree that in submitting a Proposal, CCHHS may use any information or ideas set forth in a Proposal in determining the Solution to be contracted, regardless of the Proposer selected for a recommended Contract. Proposers who are unwilling to agree to the provisions of this paragraph are prohibited from submitting Proposals.

2.05 COST OF PROPOSER RESPONSE

CCHHS shall not bear any of the costs or expenses incurred by Proposers in responding to this RFP. All such costs shall be borne solely by the Proposer regardless of whether the Proposer's Proposal is eliminated or whether CCHHS elects to cancel the RFP at any time during the RFP process.

2.06 CANCELLATION OF RFP AND REQUESTS FOR UPDATED OR NEW PROPOSALS

At any time during the RFP process, CCHHS at its sole discretion may cancel the RFP and may, but shall not be required to, reissue the RFP at a later date. Further, at any time during the RFP process, CCHHS may also issue an Addendum modifying the RFP and may request supplemental information or updated or new Proposals. Any such Addendum shall specify the date by which the requested documents shall be submitted, and any changes in the projected timeliness set forth in this RFP.

2.07 EVALUATION PROCESS

Proposals will be initially reviewed and evaluated by the RFP Review and Evaluation Committee. During the Committee's evaluation of the Proposals, the RFP Review and Evaluation Committee may determine that one or more Proposals will not result in a Contract which best meets CCHHS requirements and may eliminate such Proposals. CCHHS shall be under no obligation to solicit additional information or pricing from Proposers before eliminating their Proposals.

The RFP Review and Evaluation Committee may request that one or more Proposers present or demonstrate the proposed Solution contained within their Proposals and to answer any questions the Committee may have. It should be noted that the Proposer must identify those individuals who are scheduled to manage the scope of work as indicated in the RFP Part 3, "County Requirements" and that those persons must be present to answer questions should CCHHS decide that presentations or demonstrations will be required. The costs of attending any presentation or demonstration are the Proposer's responsibility.

The evaluation of Proposals is intended to enable CCHHS to identify and develop a possible Contract which represents the best composite value for CCHHS, considering the criteria set forth in the RFP Section 2.08, "Selection Criteria". The RFP Review and Evaluation Committee shall document its rationale in reaching a particular recommendation, but shall have complete discretion in considering and evaluating Proposals.

The submission of a Proposal does not require or obligate CCHHS to pursue a Contract with any Proposer. The RFP Review and Evaluation Committee may select one or more Proposers for executive consideration and may solicit "best and final offers" from one or more Proposer(s) prior to completing this process.

Following its consideration, the RFP Review and Evaluation Committee shall communicate its evaluation to CCHHS executive leadership for review and approval. The recommended Proposer may be requested to enter into negotiation of a possible Contract.

It is expressly understood that all negotiations are subject to the consideration and approval of CCHHS executive leadership and the CCHHS Board, which may accept or reject any proposed Contract in its sole discretion.

2.08 SELECTION CRITERIA

Proposers should submit information sufficient for CCHHS to easily evaluate Proposals with respect to the selection criteria. **The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.**

CCHHS in its evaluation of the Proposals submitted will give greater weight to the Proposer whose proposal offers the best composite value to the CCHHS.

Additional criteria utilized to evaluate all Proposals shall include, but are not limited to, the following:

1. Demonstrated knowledge, experience and expertise in providing the Deliverables set forth in Part III of this RFP
2. Depth of offerings
3. Pricing
4. Efficiencies to CCHHS that would result from a contract with Proposer
5. Quality of Proposer Deliverables
6. Evaluation of Proposer facilities and staff designated to provide the Services
7. Benefit to the Health System that would result from a contract with Proposer
8. Responsiveness to and conformity with the CCHHS General Conditions, included Attachment C to the RFP, including the extent of any exceptions requested by the Proposer to the General Conditions.

2.09 CONTRACT AWARDS

Any proposed Contract entered into as a result of this solicitation is subject to approval by the CCHHS Chief Executive Officer and if the amount of the Contract is more than \$100,000, is also subject to the approval of the CCHHS Board of Directors.

Any proposed Contract resulting from this solicitation shall be based upon a determination of the solution that, in the sole opinion of CCHHS, best serves the overall interest of CCHHS. Contracts will not be entered into on the basis of cost alone.

2.10 CONFIDENTIALITY

All information submitted in response to this RFP shall be confidential until CCHHS has executed a Contract with the successful Proposer or has terminated the RFP process and determined that it will not reissue the RFP in the near future. Following such actions, the contents of Proposals submitted in response to this RFP may be subject to the provisions of the Illinois Freedom of Information Act ("FOIA"). If a Proposer wishes to preserve the confidentiality of specific proprietary information set forth in its Proposal, it must request that the information be withheld by specifically identifying such information as proprietary

in its Proposal. CCHHS shall have the right to determine whether it shall withhold information upon receipt of a FOIA request, and if it does so pursuant to a Proposer request, the Proposer requesting confidential treatment of the information shall bear the costs of asserting that there is a proper exemption justifying the withholding of such information as proprietary in any court proceeding which may result. This notwithstanding, Proposer is on notice that the CCHHS is subject to the FOIA and that any documents submitted to the CCHHS by the Proposer may be released pursuant to a request under the FOIA.

3 COUNTY REQUIREMENTS

3.01 GENERAL INFORMATION

Scope. The Contractor shall furnish Janitorial for CCHHS in according with the Contract Documents, Specifications and Proposal herein.

Contract Period. This is a requirement contract for thirty-six (36) months effective after award by the Board of Commissioners and after proper execution of the Contract Documents.

Award of Contract. It is the intent of the county to award this RFP in whole and not in part. The County reserves the right to award this contract in the best interest of the County.

3.02 CCHHS BACKGROUND INFORMATION

The Cook County Health and Hospitals System ("CCHHS" or "System") is a unit within Cook County government. The CCHHS provides a full continuum of health care services through its seven operating entities, referred to as System Affiliates. System Affiliates provide a broad range of services from specialty and primary care to emergency, acute, outpatient, rehabilitation and preventative care. CCHHS services are offered without regard to a patient's economic status or ability to pay.

The System operates three hospitals: 1. John H. Stroger, Jr. Hospital of Cook County, which is a tertiary, acute care hospital; 2. Provident Hospital of Cook County, a community acute care hospital; and 3. Oak Forest Hospital of Cook County, a general acute care and rehabilitation hospital. The System also operates: 1. the Ambulatory and Community Health Network, a system of sixteen (16) clinics offering primary care services in medically underserved areas and schools; 2. the Cook County Department of Public Health, the certified local public health department for most parts of suburban Cook County, which provides limited clinical services, as well as communicable disease control, environmental health and prevention and education services; 3. Cermak Health Services of Cook County, a health facility operated within the confines of the Cook County Department of Corrections which provides health screening, primary and specialty care for detainees; and 4. the Ruth M. Rothstein CORE

Center, a comprehensive care center for HIV and other infectious diseases. The System has approximately 6,000 employees.

3.03 SERVICES REQUIRED BY SYSTEM

Specifications for Janitorial Services

General - Contractor must have experience providing janitorial services to a 10,000sqft health care facility and must respond to this requirement in all proposals by providing specific references from current and past contracts (Acceptable experience will be at least a year or more. Contractor is also required to have experience with JCAHO, Illinois Department of Public Health or other regulatory bodies. All proposers must complete site visit prior to submitting proposal. Contractor is to provide comprehensive janitorial services (labor, materials and equipment) to keep premises in clean and excellent condition. The labor to be used in providing janitorial services and the arrangements contractor will make will be inclusive of proper supervision and reporting. Questions regarding this agreement must be submitted in writing to the purchasing office and will all be answered on our website.

1. Contractor will be responsible for insuring the security of the building during and upon completion of the specified work. This includes, but is not limited to, insuring that janitorial staff will not permit non-employees to enter the building. This includes the proper setting and re-setting of the alarm system. Any contractor staff that permits the entry of non- contractor employees to any site will result in that employee's immediate removal from that site and will not be allowed to work in any ACHN site for the duration of the contract.
2. Contractor must provide janitorial staff with personal identification. Identification will be in the form of uniform and I.D. All uniforms must be clean neat and worn by staff when on duty. Shirts must be fully button, and tucked in.
3. Contractor will furnish all cleaning equipment, supplies, chemicals and hand tools at its own expense.
4. An MSDS must accompany all agents used in the medical facilities. Vendor is to present MSDS sheets in a binder to clinic administrator upon commencement of services and update as any product changes occur.
5. Contractor will use newly cleaned mops and rags each day.
6. Contractor will provide paper towels and toilet tissue for restrooms, and leave an adequate supply on site to re-stock all dispensers. If contractor uses different dispensers than the existing ones, Contractor may purchase new ones and ACHN Facilities Manager will replace them. Liners and hand sanitizing products will be provided by site.
7. Contractor will be liable for damages that occur to the building or its equipment due to contractor's employees or representatives.
8. Contractor will report any unusual occurrences to clinic administrator. This includes any disruption in any utility, and problems with trash or biohazard containers.

9. Monthly rounds will be conducted between the site administrator and contractor. Contractor will prepare a schedule for the rounds for one year in advance and submit to site administrator for approval. The cleaning grid shall be used as a guide for identifying deficiencies and corrective action should be taken immediately. If contractor does not respond timely the site administrator must report back to Facilities Manager for prompt resolution. Results of the rounds will be documented by contractor and a copy submitted to the facilities manager for review.

10. Contractor is responsible for the maintenance of confidentiality / privacy of personal protected health information of patients in addition to compliance with all Bureau and ACHN confidentiality policies.

11. Restrictions: Vendor shall not touch sharps or needles, refrigerators containing medications, medical supplies or specimens, or computer equipment in use. Porter will removed red-bags and containers every day from exam rooms and replaced with new ones. These will be put in proper containers in biohazard storage rooms and prepare for pickup.

12. Special Training - Contractor is responsible for providing training regarding Universal Precautions, including Infection Control. This training must be provided to all employees prior to assignment at a medical facility. Documentation of these trainings should be handed to the site administrator before work begins. (Evidence of a training program must be submitted or bid will not be considered)

13. Contractor will pick up litter/trash around the entire perimeter of building daily. This will include the parking lots and all clinic property.

14. With this proposal contractor must submit a detailed staffing plan for providing service under this agreement. (Must be submitted with Proposal)

15. Litter and trash pick up may take place during daytime hours. However cleaning described in the attach grids must be accomplished outside the clinics hours of operation. The site administrator must approve any change to the schedule.

16. Contractor is expected to abide by the directions for cleaning in the attached cleaning grids.

17. Contractor will assign one (1) employee to each clinic between the hours of 12:00 noon until clinic closing (8 hours), Monday thru Friday in most clinics and Saturdays at the Jorge Prieto Health Center. For after hours cleaning activities like mopping, trash removal, buffing etc, the contractor will assign a total of at least two (2) employees to each clinic with the exception of the Woody Winston site where one employee will be sufficient Monday thru Friday. Contractor shall staff each clinic as needed for special projects, such as floor stripping and waxing. Floor stripping and waxing must be done quarterly as per the attached cleaning grid and floor buffing twice per month at each site. (This is to be done as stated and no changes will occur unless approved by Facilities Manager)

18. The (12:00) noon start and end times may adjust up or down as clinic hour of operations may change. This will be coordinated between contractor and site manager without adding any more hours to contract.

19. In order to assure the safety of staff and patients contractor is responsible for the snow removal from all entrances when on site, including sanding and salting as needed. Salt and equipment to be provided by contractor. Snow removal from parking lots is excluded from this agreement.

20. Contractor must clearly explain to day porter and night shift what each of their responsibilities are to assure proper outcomes.

21. Contractor will submit one monthly invoice to the ACHN Facilities Manager office:
Berto Santiago
627 South Wood Street Room 323
Chicago Illinois 60612

22. Contractor must clean upholster furniture as needed as part of this agreement. Contractor may do this onsite if needed after hours of operation.

23. To schedule a site visit contractor must schedule with site manager. See Attached contact list.

Health Centers & Operating Hours:

Starting and closing times may change from the ones mentioned below as clinic hours may be adjusted to accommodate programs or improve patient care. As this happens it may be necessary to change day porter start and end times to accommodate these changes. After clinic closing there may be providers and patients still in the building for up to 2 additional hours. This may also affect day porter's start and end time. This will be coordinated between the contractor and site manager after contract has been awarded. ACHN reserves the right to make any changes to day porter start and end times but will not add more hours to the typical 8 hour day on contract.

Cottage Grove/ Square Footage: 13,985/ annual visits: 12,573

Monday	8:30am – 6:00pm
Tuesday	10:00am – 6:00pm

Request For Proposal No.H11-0021

Wednesday	8:00am – 6:00pm
Thursday	8:30am – 6:00pm
Friday	8:30am – 6:00pm

Robbins Square Footage: 14,921/ annual visits: 10,144

Monday	8:00am – 6:00pm
Tuesday	8:00am – 6:00pm
Wednesday	10:00am – 6:00pm
Thursday	10:00am – 7:00pm
Friday	8:00am – 6:00pm

Logan Square / Square Footage:9,000/ annual visits: 14,442

Monday	9:30am – 7:30pm
Tuesday	7:30am – 5:30pm
Wednesday	9:30am – 7:30pm
Thursday	7:30am – 5:30pm
Friday	7:30am – 5:30pm

Cicero / Square Footage:7,500/ annual visits: 14,325

Monday	7:45am – 5:00pm
Tuesday	8:30am – 7:00pm
Wednesday	7:45am – 5:00pm
Thursday	7:45am – 5:00pm
Friday	6:45am – 4:00pm

Englewood / Square Footage: 10,000/ annual visits: 15,922

Monday	8:30am – 6:00pm
Tuesday	8:30am – 6:00pm
Wednesday	8:30am – 6:00pm
Thursday	8:30am – 6:00pm
Friday	6:45am – 5:00pm

Woody Winston Health Center / Square Footage: 3,006/ annual visits: 6,829

Request For Proposal No.H11-0021

Monday	8:00am- 6:00pm	
Tuesday	8:00am- 6:00pm	
Wednesday	8:00am- 6:00pm	
Thursday	8:00am- 6:00pm	
Friday	8:00am- 6:00pm	

Near South Health Center/ Square Footage: 9,189/ annual visits:17,054

Monday	8:00am – 5:00pm
Tuesday	8:00am – 5:00pm
Wednesday	8:00am – 5:00pm
Thursday	8:00am – 5:00pm
Friday	8:00am – 5:00pm

Woodlawn Health Center/ Square Footage: 10,000/ annual visits: 12,445

Monday	8:00am – 5:00pm
Tuesday	11:00am – 7:00pm
Wednesday	8:00am – 5:00pm
Thursday	8:00am – 7:00pm
Friday	8:00am – 5:00pm

Jorge Prieto Health Center/ Square Footage: 15,939/ annual visits: 19,580

Monday	10:00am – 7:00pm
Tuesday	8:00am – 5:00pm
Wednesday	10:00am – 7:00pm
Thursday	8:00am – 5:00pm
Friday	8:00am – 5:00pm
Saturday	8:00am – 4:00pm

Contact Information:

Cottage Grove Health Center 1645 Cottage Grove Ave Ford Heights, IL 60411 708.753.5813 Marydale Moore
Robbins Health Center 13450 Kedzie Ave Robbins, IL 60472 708.293.8145 Lisa Booth
Englewood Health Center 1135 W. 69th Street Chicago, IL 60621 773.483.6499 Anita Hoffman
Logan Square Health Center 2840 W. Fullerton Ave Chicago, IL 60647 773.395.9044 Maria Pena
Cicero Health Center 5912 W. Cermak Road Cicero, IL 60804 708.783.9807 Margarita Fuentes
Jorge Prieto Health Center 2424 S. Pulaski Chicago, IL 60623 773.257.8330 Maria Vasquez
Near South Health Center 3525 S. Michigan Ave Chicago, IL 60653 312.945.4090 Doris Dawson
Woodlawn Health Center 6337 S. Woodlawn Ave Chicago, IL 60637 773.753.5508 Stephanie Ware Woody Winston 650 East Phoenix Drive Phoenix Illinois Nicky Abdullah 708-225-9933

Cleaning Requirement for Clinical Areas

Space/Item	As Needed	Daily	Terminal	Cleaning Solution	Comments	Performance standard
Walls	X		Every three months: Exam Rooms, Procedure Room, Lab	EPA registered hospital detergent/disinfectant. Solution should have kill claims for <i>Pseudomonas aeruginosa</i> , <i>Staphylococcus aureus</i> , and <i>Salmonella cholera</i>	Begin within first 3 months of contract	Surfaces are clean. Free of dust /mark as much as possible.
Floors: Tile		Sweep, Wet Mop	Every three months: Strip, Scrub, Wax,	Detergent	Begin within first 3 months of contract The Contractor shall sweep/dust mop uncarpeted floors to ensure floors are clean.	Floors are clean and sightly and have a uniform gloss finish.
Floor Buffing			2x per month	Spray buff		
Floors: Baseboard	X		Every three months: Scrub & Wax	Detergent	Do in conjunction with floors	Baseboards are clean and corners and edges are clean and free of debris and wax
Floors: Carpeting	X	Vacuum	Every three months: Shampoo	Carpet detergent/cleaner. Assure rapid drying to prevent growth of fungi.	Begin within first 3 months of contract, including runners	Carpets and rugs are clean free from stains
Upholstered Furniture	X		Vacuum periodically/wash	Detergent or detergent / disinfectant		Furniture is free from stains and dust
Furniture: Wood, Plastic, Metal	X		Weekly			Surfaces are clean and sanitized
Sinks		X		EPA registered hospital detergent		Surfaces are clean and sanitized
Water Fountains		X		EPA registered hospital detergent / disinfectant		Surfaces are clean and sanitized
Horizontal Surfaces		X		EPA registered detergent / disinfectant. Preferably a ready to use quaternary ammonium compound.	Includes all furniture and fixtures (e.g., partitions, radiators, equipment, hand railings in stairways, grills, ledges, sills, walls, doors, glass in partitions and doors, light fixtures, miscellaneous hardware among others.	Clean from dust, debris and streaks.
Examination Tables	X	X	Entire surface: Trays, Steps	EPA registered detergent / disinfectant		Surfaces are clean and sanitized. There are no signs of blood or debris.

Request For Proposal No.H11-0021

				ready to use quaternary ammonium compound. (QUAT)		
Examination Lights		X		EPA registered detergent / disinfectant. Preferably a ready to use QUAT.	Dust Wall Ceiling Mount	Surfaces are clean and sanitized.
Hand Hygiene Products		X	Refill dispensers as necessary	Non-medicated soap at all public sinks. Antimicrobial soap and hand lotion at all healthcare worker/clinical sinks. Waterless hand rubs away from sink.	Product supplied by ACHN	Supplies are continuously available
Waste Biohazard General		X	Pull from room to site Pick-up area Re-line Receptacles		Biohazard bags should be used for biohazard waste only. Clean containers weekly	Waste containers are emptied, clean, sanitized and free from odor.
Trash Container			Weekly	EPA registered hospital detergent		Waste containers are emptied, clean, sanitized and free from odor. Plastic liners are provided and replaced when soiled/unserviceable.
Vents	X		Weekly damp dusting			Vents are free from dust.
Exposed Pipes including radiators , radiator covers			Weekly damp dusting			Pipes are free from dust
Air Conditioner			Weekly damp dusting			Free from dust and debris
Non Clinical Equipment : Office/Other	X		Weekly		Includes: TV/ VCR/Computer Terminal/Phones XRayView Box/Diagnostic Wall Units/Fax/Art/ Copiers/ Decorations/ Bookshelves/ Paper Towel Dispensers/File Cabinets/Artificial Plants/Others	Surfaces are clean and sanitized

Request For Proposal No.H11-0021

Cleaning requirement for Non-Clinical areas						
Space/Item	As Needed	Daily	Terminal	Cleaning Solution	Comments	Performance standards
Wall	X		Every three months	Detergent	Waiting areas, hallways, including handrails within first three months of contract	Surfaces are clean. Free of dust/marks to the extend possible
Floors: Tile (Includes tiles and stairs)		Sweep Wet Mop	Every three months strip, scrub, wax and buff	Detergent	Within first three months of contract including stairwells.	Floors are clean and sightly and have a uniform gloss finish.
Floor Buffing			2x per month	Spray buff	To be done with no exceptions	
Floors: Baseboard	X		Every three months scrub and wax.	Detergent	Begin within first three months of contract.	Baseboards are clean and sightly consistent with the specified service level. Baseboard edges and corners are clean and free of debris and wax
Floors: Carpeting	X Spot	Vacuum	Shampoo every three months.	Carpet detergent/cleaner.	Assure rapid drying to prevent growth of fungi.	Carpets and rugs are clean free from stains
Upholstered Furniture	X		Vacuum periodically	Detergent or detergent / disinfectant		Furniture is free from stains and dust
Furniture: Wood, Metal, Plastic	X		Weekly			Surfaces are clean and sanitized
Sinks		X		EPA registered hospital detergent / disinfectant.	If possible, clean bathrooms last. If not possible, mop, rags, and bucket must be changed.	Surfaces are clean and sanitized
Toilets/restrooms		X		EPA registered hospital detergent / disinfectant.	If possible, clean bathrooms last. If not possible, mop, rags, and bucket must be changed.	The Contractor shall clean and disinfect restroom surfaces to ensure they are clean, sanitary, and free of offensive odors. All restroom surfaces are clean, sanitized and deodorized.

Request For Proposal No.H11-0021

Cleaning requirement for Non-Clinical areas						
Space/Item	As Needed	Daily	Terminal	Cleaning Solution	Comments	Performance standards
Horizontal Surfaces		X	Damp Dust	Detergent or detergent / disinfectant		Includes all furniture and fixtures (e.g., partitions, radiators, equipment, hand railings in stairways, grills, ledges, sills, walls, doors, glass in partitions and doors, light fixtures, miscellaneous hardware among others.
Vents	X		Damp dust	Detergent or detergent / disinfectant	Will depend on the clinic. At a minimum quarterly.	Vents are free from dust.
Exposed pipes/Air Conditioner			Damp dust minimum quarterly	Detergent or detergent / disinfectant	Include radiator and radiator covers	Pipes are free from dust.
Trash Container		X	Weekly		Pull and move to pick up area. Re-line receptacles. No biohazard bags in non-clinical areas.	Waste containers are emptied, clean and sanitized and are free from odor.
Toys		X		Soap and Water, Air Dry		Clean and free from dirt
Hand Hygiene Products			Check and refill dispensers.	Non-medicated soap at all public sinks. Waterless hand rubs away from sink.	Provided by ACHN	supplies are continuously available
Windows	X	X	Every three months	Window Cleaner	All ground level exterior windows, inside and out. Include entry doors.	The Contractor shall clean window surfaces and adjacent areas to ensure that surfaces are clean.
Non Clinical Equipment : Office/Other	X		Weekly		Includes: TV/ VCR/Computer Terminal/Phones XRayView Box/Diagnostic Wall Units/Fax/Art/ Copiers/ Decorations/ Bookshelves/ Paper Towel Dispensers/File Cabinets/Artificial	Surfaces are clean and sanitized

**3.04 INVOICING AND PAYMENT, REIMBURSEMENT OPPORTUNITIES,
AND BILLING DISPUTES**

Proposer must have the capability to provide the CCHHS with reports detailing the purchases made and the unit prices charged, for identified periods of time. For purposes of pricing, Proposers should assume that they will issue an itemized invoice to the CCHHS on the first day of the month for all items delivered during the prior month, and to accept payment within forty-five days of invoicing. Any information or records requested by the CCHHS in order to verify the appropriateness of the charges shall be provided promptly. The CCHHS liaison shall review the bill and promptly process invoices for payment by the County, with the exception of any disputed charges.

Disputed Charges. If, after reviewing relevant information and records, the CCHHS determines that an amount invoiced by the Contractor is not properly payable under the terms of the Contract, the CCHHS shall identify the disputed amount and may withhold payment of the disputed amount until a resolution of the dispute is reached. In the event the CCHHS makes initial payment of an amount later determined to be disputed, the CCHHS may withhold payment in the amount of the disputed charge from payments made on a subsequent Contractor invoice until a resolution of the dispute is reached.

In the event CCHHS withholds payment in the amount of a disputed charge, it shall notify the Contractor in writing within 30 days after identifying an error in the fee charged and shall indicate the reason CCHHS believes the charge to be erroneous. Within 30 days thereafter, Contractor shall provide a response, including such documentation and information required to support the position set forth in its response. The CCHHS, through its Chief Procurement Officer or designee, shall review the Contractor's response and shall issue a written determination of the amount payable based upon the provisions of the Contract. The CCHHS shall make payment in this amount. In the event the Contractor disputes the determination of the CCHHS Chief Procurement Officer or designee, the Contractor may request a meeting with the Chief Procurement Officer or designee within thirty days thereafter. In the event the parties are unable to resolve the issue at this meeting, the Contractor shall have all remedies available to it at law.

4 ATTACHMENTS

4.01 ATTACHMENT A: PROPOSER QUESTIONNAIRE

PROPOSER QUESTIONNAIRE

INSTRUCTIONS:

Proposer **MUST DEMONSTRATE THAT IT IS EXPERIENCED AND QUALIFIED TO PROVIDE THE SERVICES REQUIRED BY SUBMITTING INFORMATION AND DOCUMENTATION DEMONSTRATING SUCH EXPERIENCE AND QUALIFICATIONS. EACH Proposer SHALL SUBMIT THE FOLLOWING INFORMATION IN ITS PROPOSAL FOR CCHHS'S CONSIDERATION.**

- A. Description of Company
 1. Introduction
 - a. This section shall include a brief background of and information about the Proposer.
 2. Name of Proposers (if a joint venture, name of joint venture and names of entities that make up the joint venture). Include the following:
 - a. Company Description;
 - b. Address of Proposer headquarters and Chicago area location(s), if differing;
 - c. Telephone and fax number(s) for Chicago area location(s); and,
 - d. Legal form of Proposer (e.g. sole proprietor, partnership, corporation).
 3. Date Proposer formed; date incorporated if a corporation.
 4. Proposer's principals/officers including President, Chairman, Vice Presidents, Secretary, Chief Operating Officer, Chief Financial Officer, General Manager(s), and the length(s) of time each Officer has accumulated in his area of expertise.
 5. Proposer's Federal Employee Identification Number or Social Security Number, if a sole proprietorship.
 6. Evidence of legal authority to do business in Illinois such as the Illinois Secretary of State Corporate Registration Number or proof of registration under Illinois' Assumed Name Act.
 7. Copy of Illinois Department of Public Health Operating and Business licenses.
 8. The location of each facility, including any back up locations, from which the Proposer would provide the Deliverables pursuant to a Contract and, with respect to each, a description of the capabilities of that facility which are relevant to the Deliverables that would be provided to the CCHHS.

9. Describe any merger or acquisition discussions in which the Proposer is involved.
10. List any prior contracts which the Proposer has entered into during the past (10) years with Cook County, CCHHS of Cook or any Cook County official acting in their official capacity.
11. In addition, the Proposer shall provide the following information:
 - a. Whatever evidence it believes is appropriate to demonstrate that it has an established track record of providing the types of Deliverables that are the subject of this RFP. Proposer shall describe how its experience meets the requirements of this RFP and why it is best suited to be selected.
 - b. Organization Chart – An organizational chart for the Proposer should show key personnel and reporting relationships of such personnel with Proposer's leadership for all facilities in which services are proposed to be provided.
 - c. A summary of the history of Proposer in terms of its size, range and types of services Proposer has offered and currently offers; and the types of clients and geographic areas serviced by Proposer.
 - d. If the Proposer is a subsidiary, include a copy of the corresponding information set forth in this Section A, Description of Company of the parent company.

B. FINANCIAL INFORMATION

12. Provide a copy of the most recent audited financial statement, or an annual report by a certified public accountant. Submit the financial report of your parent company.
13. State whether the Proposer or its parent company has ever filed for bankruptcy or any form of Reorganization under the Bankruptcy Code, and, if so, the date and case number of the filing.
14. State whether the Proposer or its parent company has ever received any sanctions or is currently under investigation by any regulatory or governmental body.

C. REFERENCES

15. List at least three (3) references. **If the cited references do not demonstrate your abilities to provide the requested Services, your Proposal may be deemed "non-responsive," and may not advance to the second phase of evaluation/selection.**
16. Proposer agrees that the CCHHS may contact all references submitted to CCHHS to obtain any and all information regarding Proposer's performance.

D. MBE/WBE PARTICIPATION

17. Provide Proposer's plan for meeting the County's affirmative action objectives for MBE/WBE participation as described in Minority and Women Business Enterprise Goals. All contracts awarded by CCHHS are subject to County Ordinance, Chapter 10, Section 10-43, a copy of which is available for review and inspection in the Office of Contract Compliance Administrator, Cook County Building, Room 1020, 118 N. Clark St., or on the web at <http://www.cookcountygov.com> under the Agencies, Contract Compliance.

THE PROPOSER AGREES THAT CCHHS MAY CONTACT ANY PERSONS FOR INFORMATION REGARDING PROPOSER'S PAST CONTRACT PERFORMANCE.

ATTACHMENT B: PROPOSER REGISTRATION FORM

COOK COUNTY HEALTH AND HOSPITALS SYSTEM

Attention: RFP Coordinator

See Section 1.03 for Contact Information

REQUEST FOR PROPOSALS

PROPOSER REGISTRATION FORM

NOTE TO PROSPECTIVE PROPOSERS: BY COMPLETING AND RETURNING THIS FORM TO THE RFP COORDINATOR IDENTIFIED IN SECTION 1.03 ON OR BEFORE THE DATE SET FORTH IN SECTION 1.04 OF THIS RFP, YOU WILL RECEIVE ANY ADDENDA ISSUED BY CCHHS WHICH EITHER REVISE THE DATES FOR SUBMITTAL OF PROPOSALS, OR WHICH SUPPLEMENT OR CHANGE THE REQUIREMENTS SET FORTH IN THE REQUEST FOR PROPOSALS. THIS FORM MAY BE RETURNED BY FAX OR EMAIL TO THE RFP COORDINATOR AS IDENTIFIED IN SECTION 1.03.

IF YOU FAIL TO SUBMIT THIS FORM, YOU WILL NOT BE ENTITLED TO ANY OF THE ADDENDA, IF ISSUED, AND ANY DEFICIENCY IN YOUR PROPOSAL RESULTING FROM SUCH FAILURE MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL FROM CONSIDERATION, IN THE DISCRETION OF CCHHS. SUBMISSION OF THIS REGISTRATION FORM DOES NOT OBLIGATE YOU TO SUBMIT A PROPOSAL.

PROPOSER'S NAME:

PROPOSER'S ADDRESS:

NAME OF DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS RFP:

REPRESENTATIVE'S PHONE NO.:

REPRESENTATIVE'S FAX NO.:

REPRESENTATIVE'S E-MAIL:

4.02 ATTACHMENT C: GENERAL CONDITIONS

Any Contract(s) that may result from this RFP process will be between Cook County, Illinois, through the CCHHS. The Contract(s) will include the General Conditions set forth in this Attachment C. CCHHS reserves the right to negotiate additional legal terms as it deems appropriate. Proposer shall review these General Conditions and shall submit, with specificity, any requested exceptions or modifications to these terms with its Proposal. Submission by Proposer of its standard contract terms or other forms will not be considered requested exceptions, and will be disregarded by CCHHS for purposes of reviewing the Proposal and of any subsequent contract negotiations between the parties. CCHHS shall not be deemed to have accepted any requested exceptions by electing to engage a Proposer in negotiations of a possible Contract. The extent of the Proposer's request for exceptions will be among the criteria considered in the evaluation process.

GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the CCHHS Director of Supply Chain Management, in his or her capacity as Director ("Director"), or his or her designee, which approval shall be granted or withheld at the sole discretion of the Director. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Director. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Director the any and all subcontractors it intends to use in the performance of the Contract. The Director shall have the right to disapprove any subcontractor. Identification of subcontractors to the Director shall be in addition to any communications with County offices other than the Director. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Director upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County

GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contractor shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any goods and services ("Deliverables") provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Procurement Director and/or the Designee of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected. Deliverables shall be provided in a manner that complies with all applicable accreditation standards including, but not limited to, the Medicare Conditions of Participation and standards of The Joint Commission.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Director. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Director. Upon request of the Procurement Director, the party complained against shall respond to the complaint in writing within five days of such request. The Director will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Procurement Director will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Director indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Director of a dispute. No inference shall be drawn from the absence of a decision by the Director. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach. In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach. Except as extended in writing by the Director, if the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Directors less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Directors. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Procurement Director. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

A. General. The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

B. Payment of Taxes and Fees. The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

C. Corporate Compliance Program. Contractor understands that the Hospital has adopted a Corporate Compliance Program and is committed to complying with all applicable laws, rules and regulations. Accordingly, Contractor shall comply with all laws, rules and regulations concerning the services or items furnished to the Hospital under this Agreement. In addition, [Vendor] shall bring to the attention of the Hospital's Compliance Officer, or his designee, any alleged improper practices Contractor may discover in association with this Agreement so that the Compliance Officer may take appropriate action.

D. Debarment and Suspension Certification. As used in this paragraph c, the term "Principal" shall have the meaning set forth in 45 C.F.R. § 76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. Other terms used in this paragraph D, such as *covered transaction, debarred, excluded, exclusion, ineligible, ineligibility, participant, and person* have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76 and other applicable federal regulations.

In executing this Contract, each of Contractor's authorized signatories certifies that, to the best of his or her knowledge and belief, the Contractor, its principals and any person employed or contracted by Contractor to provide Services:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- (2) Have not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
- (4) Have not, within a 3-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Contractor shall notify the County immediately in the event that it or anyone performing services under this Agreement (1) is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; or (2) is excluded or debarred from participation in any federal health care program, including Medicare and Medicaid. The County may terminate this Contract immediately upon the occurrence or notification of any of the above.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING
SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Directors has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.

B. A Contractor may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business; or by a combination of the foregoing.

C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Contractor to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.

D. A Contractor's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a Contractor shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. MBE/WBE Participation Documentation

Each Contractor shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. **A Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

2. **A Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Contractor and the MBE/WBE. (See Exhibit II)

3. **Current Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Contractor does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Contractor shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Contractor shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Contractor shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Contractor is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Contractor is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

Annual Contracts: monthly reporting from both Prime and Sub-Contractors.

Multi Year Contracts: quarterly reporting from both Prime and Sub-Contractors including proof of payments.

One time purchases require verification of proof of payment **immediately**.

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

Administrator

Cook County Office of Contract Compliance

118 N. Clark Street – Room 1020

Chicago, Illinois 60602

(312) 603-5502

GC-20 MATERIAL SAFETY DATA SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Director and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Procurement Director.

If this contract is a multi-year contract, the following provision applies: This contract is subject to County Board approval of appropriations for the purpose of the subject contract; and that in the event funds are not appropriated by the County Board, or there is a change in services which results in the elimination of the services which are the subject of the contract, the contract shall be cancelled without penalty to, or further payment being required by, the System Board or the County. The System Board shall give the vendor notice of failure of funding or change in services as soon as practicable after the System Board becomes aware of the failure of funding. The System Board's or County's obligation to perform shall cease immediately upon receipt of notice to the vendor of lack of appropriated funds; and that the System Board's or County's obligation under the contract shall also be subject to immediate termination or cancellation at any time when there are not sufficient authorized funds lawfully available to the System Board to meet such obligation.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COOK COUNTY HEALTH AND HOSPITALS SYSTEM:
DIRECTOR, SUPPLY CHAIN MANAGEMENT
1901 West Harrison, Ste. 5360
Chicago, Illinois 606012
(Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials. Except as expressly set forth in the Special Conditions, truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms

3. Part I, Agreement
4. Specification, if any
5. Special Conditions or Statement of Work/Services.
6. General Conditions

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

Contractor acknowledges that patient medical information is confidential information and is protected by state and federal law. Contractor shall not disclose patient-identifiable information to any third party and shall use patient-identifiable information only to the extent necessary to perform the services under this Agreement. Contractor shall be liable for any misuse, misappropriation, disclosure, or any other breach of the private nature of patient-identifiable information arising out of Contractor's performance under this Agreement. Contractor shall be considered a "business associate" of the County's Health System. In executing this Contract, Contractor agrees to be bound by the terms of the business associate addendum attached to this Contract as Exhibit B.

GC-32 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-32 AUDIT; EXAMINATION OF RECORDS (CON'T.)

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-33 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties. Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

GC-39 BUSINESS ASSOCIATE PROVISIONS

This Section shall apply to the extent that Contractor ("Business Associate"), in performing the Contract, has access to Protected Health Information ("PHI") from or on behalf of the CCHHS ("Covered Entity"). To the extent applicable, the Parties desire to meet their respective obligations under the Health Insurance Portability and Accountability Act of 1996, as amended (the "Act"), including the federal privacy regulations (the "Privacy Rule") and security regulations (the "Security Rule") promulgated pursuant to the Act and codified in the Code of Federal Regulations ("C.F.R.") at 45 C.F.R. parts 160 and 164 (collectively, "HIPAA") and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations (collectively, "HITECH"). Business Associate agrees that as of the effective date of the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it shall abide by the provisions of this GC-15 with respect to any Protected Health Information or Electronic Protected Health Information (as defined below).

A. Definitions. Terms used, but not otherwise defined, in this Section GC- 16 shall have the meaning set forth in the Privacy Rule and Security Rule.

"Breach" shall mean the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.

"Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

"Individual" shall have the same meaning as the term "individual" in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

"Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

"Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. 164.501.

"Secretary" shall mean the Secretary of the Department of Health and Human Service or his designee.

"Security Rule" shall mean the Security Standards at 45 C.F.R. parts 160, 162, and 164.

"Unsecured Protected Health Information" shall mean protected health information is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

B. Obligations and Activities of Business Associate. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Contract and by the HITECH Act or as Required By Law.

Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Privacy Rule, Security Rule, and HITECH Act.

Business Associate recognizes that, as of February 18, 2010, the administrative, physical, and technical standards and implementation specifications of the HIPAA security rule (45 CFR sections 164.308, 164.310, 164.312, and 164.316), apply to the Business Associate in the same manner that it applies to a Covered Entity. Further, as of February 18, 2010, civil and criminal penalties for violation of the HIPAA security rule shall apply to a Business Associate in the same manner as they apply to a Covered Entity. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Contract and agrees to report to Covered

Entity any use or disclosure of the Protected Health Information not provided for by this Contract of which it becomes aware.

C. Notification of Breach. Business Associate shall, following the discovery of a privacy or security breach of unsecured PHI, notify the CE without unreasonable delay, and no later than 60 days from the date that the BA discovers the breach or should have discovered it using reasonable diligence. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the BA to have been, accessed, acquired, or disclosed during such breach.

D. Application to Agents of Business Associate. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to substantially similar restrictions and conditions that apply through this GC-15 to Business Associate with respect to such information.

E. Designated Record Set. If applicable, Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. 164.524. If applicable, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Covered Entity, and in a reasonable time and manner.

F. Books and Records. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

G. Documentation of Disclosures. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule and the HITECH Act. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner as required by Covered Entity, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule and the HITECH Act.

H. Restriction of Disclosures; Accounting. Business Associate agrees to restrict disclosure of an Individual's Protected Health Information as would be required of or agreed to by Covered Entity at the request of an Individual, in the time and manner specified by Covered Entity. Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with this GC-15, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.

I. General Use and Disclosure Provisions. Except as otherwise limited in this GC-15, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract.

J. Specific Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. In addition, except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B). Finally, Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Sec. 164.502(j)(1).

K. Provisions for Covered Entity To Inform Business Associate of Privacy Practices and Restrictions. Covered Entity shall notify Business Associate of : (1) any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information; (2) any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information; (3) any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. Further, Covered Entity shall obtain any consent, authorization or permission that may be required by the Privacy Rule or applicable state laws and/or regulations prior to furnishing Business Associate the Protected Health Information pertaining to an individual.

L. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

M. Term. These Business Associate Provisions shall be effective as of the Effective Date of the Contract and shall survive the expiration of the Contract, terminating only when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

N. Termination for Cause. Upon Covered Entity's knowledge of a material breach of these Business Associate provisions by Business Associate, Covered Entity shall either: (1) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; (2) immediately terminate this Contract if Business Associate has breached a material term of this GC-15 and cure is not possible; or (3) if neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

O. Effect of Termination. Except as provided in this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This

provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. Notwithstanding the foregoing, if Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If Covered Entity agrees that such return is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

P. Mitigation. To the extent known to Business Associate, Business Associate agrees to use commercially reasonable efforts to mitigate, to the extent practicable, any harmful effect known to Business Associate resulting from a use or disclosure of PHI by Business Associate or its agents in violation of the terms of this GC-15.

Q. Miscellaneous. (1) Any reference in this GC-15 to a section in the Privacy Rule means the section as in effect or as amended. (2) The Parties agree to meet and confer regarding amendment of this GC-15 from time to time as is necessary for either Party or both Parties to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. Any amendment, however, must be mutually agreed upon by the parties in writing. In the event the parties are, for any reason, unable to agree on an acceptable amendment, either party may terminate this Agreement on written notice to the other party. (3) The respective rights and obligations of Business Associate shall survive the termination of this Contract. (4) Any ambiguity in these Business Associate Provisions shall be resolved to permit Covered Entity to comply with the Privacy Rule.

R. Construction of Terms. The terms of this GC-15 shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the Privacy Regulation issued by HHS or the Office of Civil Rights ("OCR") from time to time.

S. No Third Party Beneficiaries. Nothing in this GC-15 shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

END OF SECTION

4.03 ATTACHMENT D: BUSINESS ASSOCIATE AGREEMENT

Contractor and its employees, agents or subcontractors (known heretofore as "Business Associate") may have access to Protected Health Information ("PHI") from or on behalf of Cook County Health and Hospitals System ("Covered Entity"). To the extent applicable, the Parties desire to meet their respective obligations under the Health Insurance Portability and Accountability Act of 1996, as amended (the "Act"), including the federal privacy regulations (the "Privacy Rule") and security regulations (the "Security Rule") promulgated pursuant to the Act and codified in the Code of Federal Regulations ("C.F.R.") at 45 C.F.R. parts 160 and 164 (collectively, "HIPAA") and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations (collectively, "HITECH").

Business Associate agrees that as of the effective date of the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it shall abide by the provisions of this Agreement with respect to any Protected Health Information or Electronic Protected Health Information (as defined below).

1. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule and Security Rule.

- (a). Breach. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.
- (b). Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (c). Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- (d). Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

- (e). Protected Health Information. "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f). Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. 164.501.
- (g). Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Service or his designee.
- (h). Security Rule. "Security Rule" shall mean the Security Standards at 45 C.F.R. parts 160, 162, and 164.
- (i). Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean protected health information is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- (a). Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement and by the HITECH Act or as Required By Law.
- (b). Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Privacy Rule, Security Rule, and HITECH Act.
- (c). Business Associate recognizes that, as of February 18, 2010, the administrative, physical, and technical standards and implementation specifications of the HIPAA security rule (45 CFR sections 164.308, 164.310, 164.312, and 164.316), a copy of which is attached, apply to the BA in the same manner that it applies to a Covered Entity.
- (d). BA recognizes that, as of February 18, 2010, civil and criminal penalties for violation of the HIPAA security rule shall apply to a BA in the same manner as they apply to a CE.

- (e). Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (f). Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (g). Business Associate shall, following the discovery of a privacy or security breach of unsecured PHI, notify the CE without unreasonable delay, and no later than 60 days from the date that the BA discovers the breach or should have discovered it using reasonable diligence. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the BA to have been, accessed, acquired, or disclosed during such breach.
- (h). Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to substantially similar restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (i). If applicable, Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. 164.524.
- (j). If applicable, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Covered Entity, and in a reasonable time and manner.
- (k). Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (l). Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule and the HITECH Act. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner as required by

Covered Entity, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule and the HITECH Act.

- (m). Business Associate agrees to restrict disclosure of an Individual's Protected Health Information as would be required of or agreed to by Covered Entity at the request of an Individual, in the time and manner specified by Covered Entity.
- (n). Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1 General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement

3.2 Specific Use and Disclosure Provisions

- (a). Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b). Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (c). Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).
- (d). Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Sec. 164.502(j)(1).

4. OBLIGATIONS OF COVERED ENTITY

4.1 Provisions for Covered Entity To Inform Business Associate of Privacy Practices and Restrictions

- (a). Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b). Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c). Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- (d). Covered Entity shall obtain any consent, authorization or permission that may be required by the Privacy Rule or applicable state laws and/or regulations prior to furnishing Business Associate the Protected Health Information pertaining to an individual.

4.2 Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. TERMINATION

- (a). Term. This Agreement shall be effective as of the Effective Date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b). Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - 3. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- (c). Effect of Termination.
 - 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If Covered

Entity agrees that such return is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. **MITIGATION**

- (a). Mitigation. To the extent known to Business Associate, Business Associate agrees to use commercially reasonable efforts to mitigate, to the extent practicable, any harmful effect known to Business Associate resulting from a use or disclosure of PHI by Business Associate or its agents in violation of the terms of this Agreement.

7. **MISCELLANEOUS**

- (a). Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (b). Amendment. The Parties agree to meet and confer regarding amendment of this Agreement from time to time as is necessary for either Party or both Parties to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. Any amendment, however, must be mutually agreed upon by the parties in writing. In the event the parties are, for any reason, unable to agree on an acceptable amendment, either party may terminate this Agreement on written notice to the other party.
- (c). Survival. The respective rights and obligations of Business Associate under Section 5 of this Agreement shall survive the termination of this Agreement.
- (d). Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- (e). Construction of Terms. The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the Privacy Regulation issued by HHS or the Office of Civil Rights ("OCR") from time to time.
- (f). No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

4.04 ATTACHMENT E: COST PROPOSAL FORM

(CATEGORIES AND TYPE OF PRICING SOUGHT IS DEVELOPED IN CONTEXT OF INDIVIDUAL RFP AND REFLECTED ON THIS FORM)

Janitorial Services - CCHHS - RFP - Attachmant E; Cost Proposal Form

Facility	First Year 12/1/11 - 11/30/12	Second Year 12/1/12 - 11/30/13	Third Year 12/1/13 - 11/30/14	Total Cost
Cottage Grove				\$0
Robbins				\$0
Logan Square				\$0
Cicero				\$0
Englewood				\$0
Woody Winston				\$0
Near South				\$0
Wood Lawn				\$0
Jorge Prieto				\$0
Total	\$0	\$0	\$0	\$0

Proposal Signature:

Proposal Name:

Proposal Title:

Date:

**4.05 ATTACHMENT F: ECONOMIC DISCLOSURE STATEMENT AND
EXECUTION DOCUMENTS**

Proposer who ultimately contracts with the County CCHHS will be required to complete the "Economic Disclosure Statement and Execution Documents". A sample of this document is attached in Attachment F.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i – ii
1	MBE/WBE Utilization Plan	EDS – 1
2	Letter of Intent	EDS – 2
3	Petition for Waiver of MBE/WBE Participation	EDS – 3
4	Certifications	EDS – 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS – 6, 7, 8, 9, 10
6	Sole Proprietor Signature Pages	EDS – 11a/b/c
7	Partnership / Joint Venture Signature Pages	EDS – 12a/b/c
8	Corporation Signature Page	EDS – 13a/b/c

INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposal or Request for Qualifications ("Proposer"), and others as required by the Procurement Department. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the instructions to bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly, controls the Bidder / Proposer, is controlled by the Bidder / Proposer, or is with the Bidder / Proposer, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interest among family members' shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder", "Proposer", "Undersigned", or "Applicant" is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal", for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFP/RFQ was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com and clicking on the tab labeled "Cook County Board Proceedings", and then clicking on the link to "Cook County Ordinances".

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 **must** be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

Sections 6, 7, 8: Execution forms. The Bidder / Proposer executes this EDS, and the Contract, by completing and signing three (3) pages of the appropriate Signature Page. Section 6 are the forms for a Sole Proprietor; Section 7 are the forms for a Partnership or Joint Venture; and Section 8 are the forms for a Corporation. Proper execution requires **THREE (3) ORIGINALS**; therefore, the appropriate Signature Pages must be filled in, properly signed, notarized and submitted. The forms may be printed and completed by typing or handwriting the required information.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Government Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information, please contact the Director of Ethics at (312) 603-4303 located at 69 West Washington Street, Suite 3040, Chicago, IL. 60602 or visit the website www.cookcountyil.gov and go to the Ethics Department link. All must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN

(SECTION 1)

BIDDER / PROPOSER HEREBY STATES that all MBE/WBE firms included in this plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER / PROPOSER MBE/WBE STATUS: (check the appropriate line)

- ☐ Bidder / Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification).
- ☐ Bidder / Proposer is a Joint Venture and one or more Joint Venture partners are Certified MBEs or WBEs. (If so, attach copies of Letter(s) of certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit which is available from the Office of Contract Compliance).
- ☐ Bidder / Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. ☐ Direct Participation of MBE/WBE Firms ☐ Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder / Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid / Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors / suppliers / consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

* Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid / proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after any Reverse Auction event date.

Revised: 4/15/11

Cook County Government

Letter of Intent

(SECTION 2)

M/WBE Firm: _____

Contract #: _____

Address: _____

City / State: _____ Zip: _____

Contact Person: _____

Phone: _____ Fax: _____

Certification Expiration Date: _____

Race / Gender: _____

Email: _____

FEIN #: _____

Participation: ☐ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

☐ No ☐ Yes -- Please attach explanation

Proposed Subcontractor: _____

The Undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Indicate the Dollar Amount or Percentage and the Terms of Payment for the above described Commodities/Services:

(if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder / Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Signature (M/WBE) _____

Signature (Prime Bidder / Proposer) _____

Print Name _____

Print Name _____

Firm Name _____

Firm Name _____

Date _____

Date _____

Subscribed to and sworn before me this
_____ day of _____, 20____

My commission expires:

X _____

Notary Public Signature

Notary Seal

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION
(SECTION 3)

A. BIDDER / PROPOSER HEREBY REQUESTS:

☐

FULL MBE WAIVER

☐

FULL WBE WAIVER

☐

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL / REDUCTION WAIVER REQUEST

Bidder / Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid / proposal / quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

☐

(1) Lack of sufficient qualified MBEs and /or WBEs capable of providing the goods or services required by the contract. (Please explain)

☐

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)

☐

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)

☐

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)

☐

(2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)

☐

(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)

☐

(4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)

☐

(5) Engaged MBEs and WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS
(SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT IF ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be allowed a contract or sub-contract for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act, Act. 15 U.S.C. Section 1 et seq.;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act, Act. 15 U.S.C. Section 1 et seq.;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws of the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as by award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

No person who is party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*)

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES (COOK COUNTY CODE CHAPTER 34, SECTION 34-132)

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE CHAPTER 34, SECTION 34-127)

The Code requires that a living wage must be paid to individuals employed by a contractor who has a County contract and by all subcontractors of such Contractor under a County contract throughout the duration of such County contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the Hospital System.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" excludes the following:

- 1) Not-For-Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under the Illinois State not-for-profit law;
- 2) Community Development Block Grants;
- 3) President's Office of Employee Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Corrections Inmates.

REQUIRED DISCLOSURES
(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder/Proposer a "Local Business" as defined above?

Yes: _____ No: _____

b) If yes, list business address(es) within Cook County:

c) Does Bidder/Proposer employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE) CODE CHAPTER 34, SECTION 34-366

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

_____ Applicant has no "Substantial Owner"

OR

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) ☐ The following is a complete list of all real estate owned by the Undersigned in Cook County

PERMANENT INDEX NUMBER(S):

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL NUMBERS)

OR:

- b) ☐ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, package goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan; and contracts exceeding the value of \$25,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants / Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has / have personal knowledge of such information.

Privilege Information:

County Privilege: _____

County Department: _____

Applicant Information:

Last Name: _____ First Name: _____ MI: _____

SS# (Last Four Digits): _____

Street Address _____

City: _____ State: _____ Zip: _____

Home Phone: (____) _____ - _____ Driver's License No. _____

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- _____ A. The Applicant has no judicially or administratively ordered child support obligations.
- _____ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- _____ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations.
- _____ D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: _____ Date: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

X _____
Notary Public Signature Notary Seal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (52-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County Agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by:

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by ☐ Applicant or ☐ Stock / Beneficial interest Holder

This Statement is an ☐ Original Statement or ☐ Amended Statement

Identifying information:

Name _____ D/B/A: _____ FEIN # _____

Street Address _____

City _____ State _____ Zip Code _____

Phone # _____

Form of Legal Entity:

- | | | | |
|---|--------------------------------------|--------------------------------------|--|
| ☐ Sole Proprietor | ☐ Partnership | ☐ Corporation | ☐ Trustee of Land Trust |
| ☐ Business Trust | ☐ Estate | ☐ Association | ☐ Joint Venture |
| ☐ Other (describe) _____ | | | |

Ownership Interest Declaration:

1. List the name(s), address(s), and percent of ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant / Holder.

Name	Address	Percentage Interest in Applicant / Holder
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principle on whose behalf the interest is held.

Name of Agent / Nominee	Name of Principal	Principal's Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Is the Applicant constructively controlled by another person or legal entity? ☐ Yes ☐ No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Declaration (Check the applicable box):

- ☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Name of Authorized Applicant / Holder representative (Please print or type)

Title

Signature

Date

E-mail address

Phone Number

Subscribed to and sworn before me
this _____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Office in writing if any such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

EMAIL: _____

BUSINESS FEIN / SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this
_____ day of _____, 20_____

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR

(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Office in writing if any such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

EMAIL: _____

BUSINESS FEIN / SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this
_____ day of _____, 20_____

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants; that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Office in writing if any such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

EMAIL: _____

BUSINESS FEIN / SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this
_____ day of _____, 20_____

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND / OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Office in writing of any such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ EMAIL: _____

FEIN / SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this
_____ day of _____, 20____

My commission expires: _____

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A PARTNERSHIP (AND / OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Office in writing if any such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ EMAIL: _____

FEIN / SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this _____ day of _____, 20____.

My commission expires: _____

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A PARTNERSHIP (AND / OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Office in writing if any such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ EMAIL: _____

FEIN / SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this _____
_____ day of _____, 20____

My commission expires: _____

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Office in writing if any such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ EMAIL: _____

BUSINESS FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

**SIGNATURE OF PRESIDENT: _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed to and sworn before me this _____
_____ day of _____, 20____

My commission expires: _____

X _____
Notary Public Signature

Notary Seal

* If the Corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

*** In the event that this Signature Page is signed by any persons than the President and the Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Office in writing in any such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ EMAIL: _____

BUSINESS FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

**SIGNATURE OF PRESIDENT: _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed to and sworn before me this
_____ day of _____, 20_____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* If the Corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and the Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Office in writing in any such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ EMAIL: _____

BUSINESS FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

**SIGNATURE OF PRESIDENT: _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed to and sworn before me this _____
day of _____, 20____

My commission expires: _____

X _____
Notary Public Signature

Notary Seal

* If the Corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and the Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

ATTACHMENT G: SITE INSPECTION FORM:

Ambulatory Community Health Network (ACHN)

This is to verify that I have, on this date, _____, my agency,
_____, represented by

_____, conducted a Site Inspection at the
_____ Clinic as required by the above numbered contract.

I have contacted the person named in the contract or their assignee and am satisfied with the conditions as specified at all these locations.

Any unforeseen conditions not specified in the contract and as found by my Site Inspection are shown on the front of this form and/or attached sheets.

NAME (TYPED AND SIGNATURE)

COMPANY

OFFICIAL CAPACITY

TELEPHONE NUMBER (Area Code)

INSPECTION CONFIRMED BY:

DATE:
