

BIDDER: Fas Clean Maintenance, Inc

CONTRACT FOR SERVICE

DOCUMENT NO. 1328-12531



JANITORIAL SERVICES
FOR
COOK COUNTY MEDICAL EXAMINER'S OFFICE

PREBID/SITE INSPECTION:

DATE: Wednesday, May 1, 2013
TIME: 9:30 a.m.
PLACE: Cook County Medical Examiner's Office
2121 West Harrison Street
Chicago, IL 60612

BIDS TO BE EXECUTED IN TRIPLICATE
BID OPENING WILL BE ON FRIDAY, MAY 17, 2013 AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL, 60602

CONTACT: CHO NG, SENIOR CONTRACT NEGOTIATOR, AT 312-603-2391
EMAIL: cho.ng@cookcountyil.gov

ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

REQ# 108231

**INSTRUCTIONS TO BIDDERS
BID CONTRACTS
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INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

- A. **BIDDER** shall mean the individual or business entity submitting a Bid Proposal to supply any or all of the services or goods required by the Contract Documents.
- B. **BID PROPOSAL** shall mean the Contract Documents as completed by the Bidder which constitutes the Bidder's offer.
- C. **CONTRACT** shall mean the agreement between the County and Contractor as set forth in the Contract Documents and as awarded by the Cook County Board of Commissioners.
- D. **CONTRACT DOCUMENTS** shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, Addenda, if any, Bid Proposal, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- E. **CONTRACTOR** shall mean the individual or business entity submitting a Bid Proposal and to whom the Cook County Board of Commissioners awards the Contract.
- F. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.
- G. **DIRECTOR** shall mean the person or persons authorized by the County to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners.
- H. **CHIEF PROCUREMENT OFFICER** shall mean the Chief Procurement Officer of the County of Cook whose duties and responsibilities are more particularly described in the Illinois Compiled Statutes 1994, 55 ILCS 5/5-36003.
- I. **SPECIFICATIONS** shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

IB-02 PREPARATION OF PROPOSALS

The Bidder shall prepare one (1) copy of its Bid Proposal on the proposal forms within the Contract Documents and three (3) execution pages, all with original signatures in the back of the document. Unless otherwise stated, all blank spaces on the proposal forms shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid Proposal.

IB-03 SITE INSPECTION CERTIFICATE

When required in the legal advertisement or the Special Conditions, the Bidder shall visit the job-site and shall carefully examine and become familiar with all conditions which may in any way affect the performance of the Contract and shall submit certification of such inspection along with the Bid Proposal. The dates and conditions of the site inspection are determined by County.

IB-04 BID DEPOSIT

When required in the legal advertisement, the Bid Proposal shall be accompanied by cash, cashier's check, certified check, bank draft or surety bond in the amount shown in the legal advertisement or as may be prescribed in these Contract Documents. A certified or cashier's check shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the County of Cook. The Surety issuing the bond must have a general rating of "A", and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide - Property and Casualty. Failure to submit the bid deposit shall constitute an informal Bid Proposal and such Bid Proposal shall be rejected.

The Bidder hereby agrees that the bid deposit shall be forfeited to the County as liquidated damages and not as penalty in the event Bidder fails to comply with IB-11, IB-13, or otherwise fails or refuses to honor the Bid Proposal upon award of the Contract by the County.

The bid deposit of all bidders will be returned, with the exception of the Contractor, after the County has awarded the Contract. The bid deposit of the Contractor will be returned after the Contract has been awarded and the Contractor has submitted all insurance documentation and the Performance and Payment Bond, as required by the Contract Documents.

IB-05 EXCEPTIONS

If any Bidder intends to take any deviations or exceptions from the Specifications or other Contract Documents, Bidder shall submit to the Chief Procurement Officer a written request for a deviation or exception prior to the date and time of Bid Opening. If the Chief Procurement Officer considers such deviation or exception acceptable, the Chief Procurement Officer shall issue an Addendum setting forth such deviation or exception from the Specifications or other Contract Documents which shall be applicable to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Chief Procurement Officer, then such deviation or exception shall be deemed rejected. The County may reject any Bid Proposal containing deviations or exceptions not previously accepted through a written Addendum. It is the contractor responsibility to obtain such Addendum via on our website or through the Office of the Chief procurement Officer. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the proposal form. All written requests for deviations or exceptions shall be addressed to:

Chief Procurement Officer
Office of the Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Reference the Project Title and Contract Number)

OR

Via email to:
Cho Ng, Senior Contract Negotiator
Cho.ng@cookcountyil.gov
312-603-2391

IB-06 BIDDER WARRANTIES

The submission of a Bid Proposal shall constitute a warranty that: (i) Bidder has carefully and thoroughly reviewed the Contract Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (ii) Bidder and all workmen and/or employees it intends to use in the performance of this Contract are skilled and experienced in the type of work or services called for by the Contract Documents; and (iii) neither the Bidder nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the County, or any of the County's employees, agents, or consultants, in preparing the Bid Proposal.

IB-07 SUBMISSION OF BID PROPOSALS

All Bidders shall submit the unbound copy of the sealed Bid Proposal in an envelope and shall deposit them in the bid box located in the County Board Office of the Chief Procurement Officer, Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, subject matter of Bid Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

**IB-08 BID PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING
COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151.**

The County will not entertain or consider any Bid Proposals: (i) received after the exact time specified in the legal advertisements; (ii) not accompanied by the required bid deposit; or (iii) in any other way failing to comply fully with the conditions stated in the legal advertisement therefore.

IB-09 COMPETENCY OF BIDDER

No Bid Proposal will be accepted from or Contract awarded to a Bidder that is in arrears or is in default to the County upon any debt or Contract, or that is a defaulter, as surety or otherwise upon any obligation to said County, or has failed to perform faithfully any previous contract with the County.

**IB-10 LOCAL BUSINESS PREFERENCE
COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151(p).**

The Chief Procurement Officer shall, in the purchase of all supplies and services funded with County dollars by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than five percent (5%).

"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.

IB-11 CONSIDERATION OF BID PROPOSALS

The County reserves the right to reject or accept any or all Bid Proposals, to extend the bidding period, to waive technicalities in the Contract Documents and/or to direct that the project be abandoned or rebid prior to award of the Contract.

After Bid Proposals are opened and read aloud, they will be evaluated based on the price, conformance with Specifications, the responsibility of the various Bidders taking into consideration factors including, but not limited to, those noted in IB-09, IB-10 and responsiveness to the County's Minority and Female Owned Business Ordinance.

IB-12 WITHDRAWAL OF BID PROPOSALS

Bidders may withdraw their Bid Proposals at any time prior to the time specified in the legal advertisement as the date and hour set for the Bid Opening. However, no Bidder shall withdraw, cancel or modify its Bid Proposal for a period of ninety (90) calendar days after said advertised Bid Opening.

IB-13 ACCEPTANCE OF PROPOSALS

The Chief Procurement Officer shall notify the successful Bidder, in writing, of award of the Contract by the County within ninety (90) days from the Bid Opening date. Upon receipt of the Notice of Intent to Award, the Contractor shall promptly secure within 7 calendar days, execute and deliver to the Chief Procurement Officer any documents required herein.

IB-14 PERFORMANCE AND PAYMENT BOND

When required in the legal advertisement or Special Conditions, the successful Bidder shall furnish a Performance and Payment Bond in the full amount of the Contract on the County Form, a specimen of which is provided herein. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide-Property and Casualty.

In the event that the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after service of the Notice of Award, the County may elect to retain Bidder's bid deposit as liquidated damages and not as a penalty and the Contract may be terminated. The parties agree that the sum of the bid deposit is a fair estimate of the amount of damages that the County will sustain due to the Bidder's failure to furnish the Performance and Payment Bond and the termination of the Contract.

IB-15 PRICES FIRM

All prices quoted in the Bid Proposal shall be firm and will not be subject to increase during the term of the Contract awarded to the Contractor, except as otherwise provided in these Contract Documents.

IB-16 CASH BILLING DISCOUNTS

Cash billing or percentage discounts for payment will not be considered in evaluating Bid Proposals.

IB-17 CATALOGS

Each Bidder shall submit in TRIPPLICATE, where necessary or when requested catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointment and finishes not covered in the Specifications but necessary to fully describe the materials, Contract Goods or work proposed to be furnished.

IB-18 AUTHORIZED DEALER/DISTRIBUTOR

The Bidder must be: (i) the manufacturer; (ii) an authorized dealer/distributor; or (iii) able to promptly secure the necessary genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.), along with any necessary schematics or drawings to fulfill the contractual obligations. Further, the Bidder must be able to furnish original product warranty and manufacturer's related services such as product information, product re-call notices, etc. Proof of ability to transfer product warranty to the County is to be submitted with the Bid Proposal.

IB-19 TRADE NAMES

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the Bidder. The County reserves the right to review and award alternate Contracts, if the commodity and/or service is suitable to its requirement.

The reference to the above catalog is intended to be descriptive and not restrictive and to indicate to the prospective Bidder articles that shall be satisfactory. Bid Proposals on other makes and catalogs shall be considered, provided each Bidder states on the face of the Bid Proposal exactly what is being proposed to be furnished or forwards with the Bid Proposal an illustration, or other descriptive matter which shall clearly indicate the character of the article covered by the Bid Proposal.

The County reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from Specifications but which may comply substantially.

IB-20 SAMPLES

Bidders may be asked upon request of the Chief Procurement Officer or the Director to furnish and deliver a representative sample sufficient to effectively evaluate each item listed in the Bid Proposal. All samples must be delivered F.O.B. DESTINATION, FREIGHT PREPAID to an identified delivery location within five (5) business days of the request. Samples submitted must be identical to those specified in the Bid Proposal. Submission of other than the samples reflected in the Bid Proposal or failure to furnish samples within the required time period shall be cause for rejection of the Bid Proposal. All samples are subject to mutilation and will not be returned. Bidders shall bear the cost of any samples and shipping or delivery costs related thereto.

IB-21 NOTICES

All communications and notices between the County and Bidders regarding the Contract Documents shall be in writing and hand delivered or delivered via first class United States mail, postage prepaid. Notices to the Bidders shall be addressed to the name and address provided by the Bidders; notices to the Chief Procurement Officer shall be addressed to Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602.

IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This Contract is a competitively bid public contract of Cook County government subject to laws and ordinances governing public contracts. The Bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner effect the preparation of the Bid Proposal or the performance of the Contract. If the Bidder observes that any of the Contract Documents are at variance therewith, it shall promptly notify the Chief Procurement Officer in writing and necessary changes shall be effected by appropriate modification.

IB-23 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.

END OF SECTION

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GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. 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.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 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-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect any Contract Goods used in carrying out this Contract and shall be responsible for the quality and standards of all materials or completed work furnished under this Contract. Contract Goods or completed work not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract Goods 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 Contract Goods have been rejected.

GC-04 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents. No payments shall be made without such invoices having been submitted along with a County Voucher Form.

GC-05 PREPAID FEES

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

GC-06 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 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-07 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any goods covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 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 report any such credits to the Chief Procurement Officer.

GC-09 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. 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-10 MODIFICATIONS AND AMENDMENTS

The parties may 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. The Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-11 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract 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.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

GC-12 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate this Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice 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 provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners. Contractor shall not disrupt the operation or repossess any component thereof.

GC-14 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-15 INSURANCE REQUIREMENTS

See Special Conditions for requirements

GC-16 PATENTS, COPYRIGHTS AND LICENSES

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 utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual 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 to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

GC-17 COMPLIANCE WITH LAWS

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.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-18 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.

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 quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

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-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, 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 Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.
- B. **The County has set a 35% overall M/WBE contract-specific participation goals for this contract based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract are also stated in Section SC-04 of the Special Conditions.** A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, the MBE/ WBE goals of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-19, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.
- C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' 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 and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.
- D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.
- E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this GC-19 and the wording of the Ordinance shall apply. If there is a conflict between this GC-19 and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.
- F. A Contractor's failure to carry out its commitments in the course of the Contract's performance 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 remedy authorized by the Ordinance as the County deems appropriate.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

II. REQUIRED BID OR QUOTATION SUBMITTALS

To be considered responsive, a Bid or Quotation shall meet the MBE and WBE goals by submitting a Utilization Plan with the Bid or Quotation, which shall be (1) supported by Letters of Intent from the MBEs and WBEs together with the MBEs/WBEs Letters of Certification, and/or (2) include a written Petition for Reduction/Waiver with the Bid or Quotation supported by documentation of Good Faith Efforts to meet the goals. Failure to submit the documents set forth in (A) and (B) of this Section II in accordance with these guidelines will cause the Bid or Quotation to be considered non-responsive and shall be cause to reject the Bid or Quotation.

A. MBE/WBE Utilization Plan

Each Bid or Quotation shall include with the Bid or Quotation a complete Utilization Plan. The Utilization Plan shall list the names, mail and email addresses, telephone number and contact persons of businesses intended to be used as MBEs and WBEs on the Contract. If the entity submitting a Bid or Quotation, or any of its subcontractors, suppliers or consultants, are certified MBEs or WBEs they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Quotation shall include with its Utilization Plan, Letter(s) of Intent executed by each MBE and WBE included in the Utilization Plan and by the entity submitting the Bid or Quotation, which sets forth that each MBE and WBE intends to perform as a subcontractor, supplier, joint venture partner and/or consultant on the contract. The Letters of Intent must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and/or prices to be paid.

If the Bid or Quotation does not include all Letter(s) of Intent with its Utilization Plan, such Letter(s) of Intent may be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation Opening. Failure to submit all Letter(s) of Intent as required shall result in the Contract Compliance Administrator's determination that a Bid or Quotation is not responsive and shall be cause to reject the Bid or Quotation.

All commitments made by a Bid or Quotation in its Utilization Plan must conform to those included in the submitted Letter(s) of Intent. The Contract Compliance Administrator reserves the right to request supplemental information regarding the Letter(s) of Intent submitted with a Bid or Quotation and such information shall be furnished. (Reference pages EDS-2 for a format sample of a Letter of Intent)

2. Letter(s) of Certification

Only a Letter of Certification from one of the following entities shall be accepted as certification of MBE/WBE status:

County of Cook
Small Business Administration 8A Program
Illinois Unified Certification Program
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.

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.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

3. Joint Venture Affidavit

In the event a Bid or Quotation achieves MBE and/or WBE participation by entering into a Joint Venture, the Bid or Quotation shall include the required Joint Venture Affidavit which is available in the Office of Contract Compliance. Such Joint Venture Affidavit shall be submitted with the Bid or Quotation along with Letter(s) of Certification.

B. Reduction/Waiver Petition

In the event a Bid or Quotation is unable to meet the applicable contract MBE and WBE participation goals, the Bid or Quotation must include a Petition for Reduction/Waiver and submit the Petition with its Bid or Quotation. The Petition for Reduction/Waiver shall be supported with evidence and sufficient documentation to demonstrate the Bid's or Quotation's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals. If a Bid or Quotation does not include all documentation in support of the Petition with its Bid or Quotation, such documentation must be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation opening.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting a Reduction/Waiver Request.

1. The determination of the adequacy of the Good Faith Efforts to utilize MBEs and WBEs in a Bid or Quotation will be evaluated on the basis of the actions in attempting to achieve MBE and WBE participation goals set forth in the Bid or Quotation. Examples of actions constituting Good Faith Efforts for a Bid or Quotation are set forth within the Ordinance and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" contained in the Bid or Quotation Documents.
2. The Contract Compliance Administrator may grant the Petition for Reduction/Waiver based upon the following criteria: (a) sufficient qualified MBEs and WBEs capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the contractor; (b) the specifications and the reasonable and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract into sufficiently small tasks or quantities to enable the contractor to utilize MBEs and WBEs in accordance with the applicable goals; (c) the price(s) quoted by any potential MBE or WBE source of goods or services is more than 10% above competitive levels; and (d) any other factor determined to be relevant by the Contract Compliance Administrator.

B. Denying a Reduction/Waiver Request.

1. If the Contract Compliance Administrator determines that a Bid or Quotation has not demonstrated adequate Good Faith Efforts to meet the applicable contract MBE and WBE goals, the Contract Compliance Administrator may deny a Petition for Reduction/Waiver and declare the Bid or Quotation non-responsive and recommend rejection of the Bid or Quotation.
2. Failure to undertake and/or to document adequate Good Faith Efforts shall be cause to deny a Petition for Reduction/Waiver. Determination of the adequacy of a Bid's or Quotation's Good Faith Effort will be evaluated on the basis of the Bid's or Quotation's actions as of the date of the Bid or Quotation opening.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

- A. Contractor, during its performance of the Contract, may not change the MBE or WBE commitments specified in its Utilization Plan, including but not limited to, terminating a MBE or WBE contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance.
- B. Where an enterprise under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Administrator, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain a MBE or WBE replacement within 30 working days of the Contract Compliance Administrator's written approval of the removal of a MBE or WBE may result in the termination of the contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted to Contractor allowing Contractor to award the work to a non-MBE or WBE.

V. NON-COMPLIANCE

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance or this GC-19, the Contract Compliance Administrator will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

VI. 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, Contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 1994, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract Goods, 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). The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF PREMISES

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

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

GC-24 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, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

Chief Procurement Officer
County of Cook
County Building
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:

At address provided in its bid document or as otherwise indicated in writing to County.

GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor.

GC-26 GUARANTEES AND WARRANTIES

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final voucher on the Contract is issued. The Contractor agrees that the Contract Goods or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract Goods or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-27 STANDARD OF CONTRACT GOODS

Only new, originally manufactured Contract Goods will be accepted by the County. The County will not accept any Contract Goods that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract Goods 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 offering of the proposal, will be considered experimental.

GC-28 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 of Services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting Owner and will not disclose any of Owner'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 Owner without the prior written approval of Owner. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to Owner without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of Service(s) 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, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the Services herein provided for, the Contractor shall be responsible of any loss or damage to the documents herein enumerated while they are in his possession, and any such document lost or damaged shall be restored at the expense of the Contractor. Full access to the work during the preparation of the plans shall be available to the County and other public agencies interested in this work.

GC-29 QUANTITIES

The quantities of materials required 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 during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. 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 Chief Procurement Officer.

GC-30 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-31 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, 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 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-32 COOPERATION WITH INSPECTOR GENERAL

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 (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.

GC-33 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-34 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-35 FORCE MAJEURE

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 and 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-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

GC-37 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-38 FEDERAL CLAUSES

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

- (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
- (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

GC-38 FEDERAL CLAUSES (CON'T.)

- (c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

GC-38 FEDERAL CLAUSES (CON'T.)

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

GC-38 FEDERAL CLAUSES (CON'T.)

- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) **Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. **No Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. **Cargo Preference - Use of United States Flag Vessels**

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference – U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. **Fly America**

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

GC-38 FEDERAL CLAUSES (CON'T.)

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

GC-38 FEDERAL CLAUSES (CON'T.)

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

GC-38 FEDERAL CLAUSES (CON'T.)

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

GC-38 FEDERAL CLAUSES (CON'T.)

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

GC-39 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. Special Conditions / Specification.
4. General Conditions.
5. Instruction to Bidders.
6. Legal Advertisement.
7. Bid Proposal.

END OF SECTION

SPECIFICATIONS**SC-01 SCOPE**

The bidder shall furnish JANITORIAL SERVICES for COOK COUNTY MEDICAL EXAMINER'S OFFICE, all in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

This is a contract effective for twenty-four (24) months with two -one year renewal options after award by the Board of Commissioners and after proper execution of the Contract Documents. The option to renewal is the sole discretion of the County. All prices are fixed.

SC-03 AWARD OF CONTRACT

The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Request for Sealed Bid. All items, unless otherwise stated, will be assumed to meet all specifications and requirements as set forth in the Request for Sealed Bid. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or declared non-responsive. The County shall be sole determinant of the relevant and appropriate cost factors used in evaluating any Base, Options and/or Alternate bids. Bidders must quote all lines for consideration. It is the intent of the County to award this bid in whole and not in part. Only one award will result from this bid.

SC-04 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The bidder shall have a subcontracting goal of not less than thirty five percent (35%) M/WBE overall participation of the awarded contract price for work to be performed.

The bidder shall comply with the County's MBE/WBE participation goals. The bidder shall submit with its bid, an MBE/WBE Utilization Plan indicating how it proposes to meet these goals. If the bidder has not met the goals or made good faith efforts to meet the goals, the bidder's response may be deemed nonresponsive and will not be considered for award.

Certified MBE/WBE bidders may count their own participation, however, a female firm certified as M/WBE or W/MBE may be counted towards the MBE or WBE goal, but not both. The bid shall include unexpired M/WBE firm certifications.

Unless otherwise specified in the Bid Documents, for purposes of this contract, the contract amount is the total bid amount that has been entered on the Proposal Page under the basis of an award of the Bid Documents. If the County elect to renew the option years, the contractor shall submit an MBE/WBE Utilization Plan indicating how it proposes to meet these goals. Failure to satisfy the goals may render the contractor unresponsive.

SC-05 SERVICE LOCATION

All services shall be performed at:

OFFICE OF THE COOK COUNTY MEDICAL EXAMINER
2121 W. HARRISON ST.
CHICAGO, IL 60612

SPECIFICATIONS**SC-06 PRE-BID CONFERENCE/SITE INSPECTION**

The County will hold a Pre-Bid Conference and Site Inspection at the **Office of the Medical Examiner, 2121 West Harrison Street, Chicago, Illinois 60612**. Representatives from the Purchasing Department and the Cook County Medical Examiner's Office will comprise the panel to respond to answer any questions regarding solicitation. It is mandatory that the bidders attend this Pre-Bid Conference/Site Inspection. Prospective Bidders shall notify to Cho Ng, Senior Contract Negotiator at 312 603-2391 or e-mail cho.ng@cookcountyil.gov before Wednesday, May 1, 2013, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend the Pre-Bid / Site Inspection Conference.

DATE: Wednesday, May 1, 2013
TIME: 9:30 a.m.
PLACE: Cook County Medical Examiner's Office
2121 West Harrison Street
Chicago, IL 60612

SC-07 INQUIRIES

Inquiries about the interpretation of the solicitation must be made in writing and shall be directed to the Cho Ng, Senior Contract Negotiator. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. **Inquiries must be received no later than 4:30 p.m. on Friday, May 3, 2013.**

During the bid process, all inquiries must be directed to Cho Ng, Senior Contract Negotiator at 312-603-2391 or via email: cho.ng@cookcountyil.gov

SPECIFICATIONS**SC-08 PREVAILING WAGES – JANITORIAL SERVICES**

The bidder must comply with AN ACT regulating wages of workers employed under contract for Janitorial Services. To the extent required by law, the bidder will comply, and will cause all of its Subcontractors to comply, regarding the payment of the general prevailing rate of hourly wage for all workers employed by or on behalf of the bidder and all Subcontractors in connection with these services. The term general prevailing hourly rate, when used in this requirement will mean the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of Janitorial Services.

It is the policy of Cook County that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, must be paid to all workers employed by or on behalf of any and all public bodies engaged in Janitorial Services.

Refer to website: <http://www.state.il.us/agency/idol/rates/rates.HTM> for the current Prevailing Wage Rates for Cook County.

If the Department of Labor revises the general prevailing hourly rate to be paid by the public body, the revised rate must apply to such Contract. If IDOL revises the general prevailing rate of hourly wages to be paid for the Work before completion of the Work under this Contract, the revised rate applies from the effective date of the revision, but any such revision will not entitle bidder to any increased compensation under the terms of this Contract.

As a condition of making payment to the bidder, the County may require the bidder to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to their workers employed on this Contract in accordance with Illinois law.

SC-09 INSURANCE

The successful bidder shall secure, pay for and maintain in force for the life of this agreement, insurance for claims arising out of the Worker's Compensation Act (including Occupational Diseases and Employer's Liability Coverage) and from other claims for damages to property or for bodily injury, including death, which may arise from operations under this agreement, whether such operations are by the bidder or by any subcontractor or by anyone directly employed by either of them.

The successful bidder will be required to submit insurance certificate showing evidence of public liability, property damage and worker's compensation in a company or companies having a policyholder's rating of A, VII in the current edition of Best's Insurance Guide or a rating acceptable to Cook County.

The successful bidder shall cause a certificate of insurance to be issued on the standard ACORD form, naming County of Cook as an additional named insured, which must be received and approved before commencement of operations. Forward the Certificate of Insurance to Cook County Office of the Chief Procurement Officer c/o Cho Ng, Senior Contract Negotiator, 118 North Clark Street, Room 1018, Chicago, Illinois 60602. The certificate must evidence the following coverage in at least the limits stipulated:

SPECIFICATIONS**SC-09 INSURANCE (CON'T.)****WAIVER OF SUBROGATION AND INSURANCE REQUIREMENTS****SUBROGATION AND WAIVER**

The Contractor shall require all policies of insurance that are in any way related to the work to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, its officials and employees of the County.

The Contractor shall waive all rights of recovery against Cook County, its officials, and employees of the County which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance.

INSURANCE REQUIREMENTS OF THE CONTRACTOR

Prior to the effective date of this Contract, the Contractor shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below. The cost to the Contractor for providing this insurance coverage shall be considered as incidental to the contract and no additional charge will be allowed.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

The Contractor shall at all times during the period in which this agreement is in force and effect provide and maintain insurance of the type and in the limits as set forth below.

- a) Workers Compensation Insurance. In accordance with the Laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- i) Employers' Liability coverage with a limit of:

SPECIFICATIONS

\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease

b) Commercial General Liability Insurance.

The General Liability coverage shall have a combined bodily injury and property damage limit of \$1,000,000 per occurrence and \$2,000,000 aggregate with the following provisions included:

- i) All Premises and Operations
- ii) Contractor's Protective coverage for independent contractors or subcontractors employed by Contractor
- iii) Contractual liability for the obligations assumed in the Indemnification and Hold Harmless agreement, the Waiver of Subrogation section and the Insurance section found herein
- iv) Property Damage Liability
- v) Cross Liability
- vi) Products and Completed Operations coverage

The Commercial General Liability insurance shall include as an additional insured Cook County, its officials and employees. Contractor's Commercial General Liability shall apply on a primary and non-contributory basis and shall not be excess to any insurance or self-insurance programs maintained by the County.

c) Commercial Automobile Liability Insurance. When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.**d) Umbrella Excess Liability Insurance.** In addition to the coverage specified above, the Contractor and its subcontractors shall provide the following excess liability insurance:

- i) \$1,000,000 each occurrence for all liability.

Additional Insured

Cook County, its officials, employees and agents shall be listed as additional insureds under the Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Umbrella Excess Liability Insurance.

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All liability policies shall entirely delete ISO endorsements CG21 39 10 93 or similar endorsement or policy provision which limit contractual liability.

All policies shall contain a 30 day Notice of Cancellation/Non-Renewal to Cook County.

Qualification of Insurers

All insurance carriers providing the coverage required shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than VII and a policy holder's service rating no lower than (A-) as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) or VII will be acceptable only upon written consent of Cook County Risk Management.

Insurance Notices

All policies of insurance required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

SPECIFICATIONS

**ILLINOIS PREVAILING WAGE RATES
JANITORIAL
April 8, 2013**

Jurisdiction: COOK COUNTY

Wages:

Janitor	
1st Year	\$12.50/Hour
2nd Year	\$13.00/Hour
3rd Year	\$13.50/Hour
4th Year	\$14.00/Hour
5 th Year +	\$15.90/Hour

Supervisor receives an additional \$0.20/Hour of the appropriate rate above or \$0.20/Hour above the highest paid employee being supervised, whichever is greater.

Health & Welfare: \$525.19/month for each employee on active payroll through June 30, 2013. Effective July 1, 2013 contributions shall be \$629.19/Month.

Contributions shall be prorated for the months in which employees begin working, cease their employment and/or remain on medical or personal leaves of absence.

Pension: \$44.00/Week for each employee regularly scheduled to work 30 or more hours per week and who actually work at least 50% of the employees scheduled workweek. In the event an employee does not work at least 50% of the scheduled workweek, the rate is \$1.10 per hour for all hours actually worked up to \$44.00/week.

Vacation:

1 Year	1 Week
2 Years	2 Weeks
6 Years	2 Weeks plus 1 Day
7 Years	2 Weeks plus 2 Days
8 Years	2 Weeks plus 3 Days
9 Years	2 Weeks plus 4 Days
10 Years	3 Weeks
18 Years	4 Weeks
25 Years	5 Weeks

A week's vacation shall be computed upon the employee's regularly scheduled weekly hours of work for the 52 weeks preceding the vacation. If an employee has worked less than 52 weeks, such vacation shall be based upon the scheduled hours during the total number of weeks the employee has worked.

These wage rates and fringe benefits are determined by the Illinois Department of Labor to be conditions prevalent in the state of Illinois and shall be the minimum requirements for janitorial workers under the Illinois Finance Procurement Code. Retroactive reimbursement is required if less than the prevailing wage was paid at any time.

SPECIFICATIONS**ITEM NO. 1: JANITORIAL SERVICES****1. BACKGROUND**

The Office of the Medical Examiner of Cook County was established December 6, 1976. The Office is the only Medical Examiner system in Illinois and covers half the population of the state. More than 18,000 deaths are reported to the Medical Examiner annually. Of this 6,000 are accepted for investigation. The office performs about 5,200 autopsies each year. The Office of the Medical Examiner plays a vital role in the administration of justice and protection of public health.

The Cook County Institute of Forensic Medicine, completed in 1983, was renamed the Robert J. Stein Institute of Forensic Medicine in February 1994. The facility is approximately 100,000 Square Feet and consists of General Office, Conference Rooms, Lounge Areas, Lobbies, Public Areas, Laboratories, Autopsy and X-Ray Areas. The Chicago Police Department also has an office on-site. The Robert J. Stein Institute of Forensic Medicine and the Outside Perimeter needs to be cleaned daily and in accordance to this contract.

2. SCOPE

The bidder shall provide daily Janitorial Services for the Office of the Medical Examiner along with the outside perimeter of the building. The bidder must be familiar with relevant CDC Guidelines for Disinfection and Sterilization in Healthcare Facilities (see Appendix A) and must comply with all applicable cleaning schedules, policies or protocols the Medical Examiner develops to comply with safety provisions set forth in Title 29 of the Code of Federal Regulations.

The bidder must provide all labor, tools, equipment, cleaning products, and all incidentals required and/or implied for the complete and satisfactory performance of the Janitorial Services,

The bidder will be responsible for providing all janitorial supplies necessary to do the work, with the exception of paper towels, toilet tissue, antibacterial hand soap, hand sanitizer, toilet and urinal deodorizers, and red bio-hazardous bags.

The bidder must provide sufficient staffing for the satisfactory performance of this work at the frequencies and within the time frames specified. The bidder must establish and follow a quality control program for the purpose of identifying and correcting deficiencies in the quality of services performed before the level of service becomes unacceptable to the Medical Examiner's Office.

The bidder must determine schedules of routine cleaning operations, activities performed periodically, equipment operation and maintenance, cleaning inspections and accident preparedness plans.

All janitor closets shall be kept in a clean and orderly fashion. Premises shall be left locked with only designated lights left on.

Particular attention shall be paid to the elevator door guides. All dirt and debris shall be removed nightly

3. CLEANING SPECIFICATIONS

The specifications are given as a general guideline to establish a minimum quality of service for each cleaning activity.

A. WASTE REMOVAL

Bag and place waste in dumpsters, leaving area neat and free of trash. Do not remove items

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which do not appear to be trash; leave items which appear to be placed purposefully, and leave or turn in items which appear to be lost. All non-infectious waste material shall be removed from Trash Cans, and placed in trash dumpster. Infectious waste containers will be taped and moved to pick-up area. Infectious waste containers will be assembled and placed in designated areas on the first and second floors. Replace Trash Can Liners with liners compatible with trash can size. The bidder will be responsible for providing the trash liners. Wash Trash Cans: Using a neutral detergent solution, (germicidal cleaner for restroom trash cans), leaving the trash can clean and free of odor. Restrooms trash cans are to be sanitized on a daily basis.

B. TERRAZZO, GRANITE, CONCRETE AND TILED FLOORS AND STAIRWAYS

The bidder must utilize environmentally preferable methods in performance of daily routine dust mopping and wet application soil removal to keep facility at top appearance.

When sweeping, bidder shall use a soft hair broom or dust mop sprayed with a non-oily sweeping compound. Sweeping shall leave the surfaces uniformly clean of all dust and surface dirt including corners. Hand-clean places inaccessible to the broom. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened by hand sufficiently to permit removal by sweeping.

When Dust Mopping, Bidder shall use mops treated with a non-oily floor mop dressing. Dust mopping shall leave the surfaces uniformly clean of all dust and surface dirt including corners. Hand clean places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with a mop shall be loosened by hand sufficiently to permit removal by dust mopping.

When Damp Mopping, Bidder shall use a clean mop and clean water plus disinfectant cleaner. Dust mop floor immediately prior to damp mopping to remove loose dirt and dust. Damp mopping shall leave floor clean and free of streaks, stains, and film. Scrub soiled area as needed with mop or other scrubbing equipment and cleaning solution to remove all soil, stains, and traffic marks. There shall be no splashes left on walls. Baseboards, furniture and other adjacent surfaces should be wiped after mopping, and floor shall be left damp, not wet. If strong cleaning solution is used, floor shall be rinsed with clean water.

Buffing and burnishing operations are to be performed on an as needed basis to maintain the appearance and integrity of the floor finish; Spray applications are not allowed. The bidder must implement a restorative vs. spray buff system.

When Stripping & Refinishing Floors, Bidder shall remove all old wax and stubborn soils and stains using a rotary machine, automatic scrubber, or other equipment. Strip areas in corners, at baseboards, and other areas inaccessible to equipment by hand or other methods as necessary. The floor shall be left clean, dry, free of stripping solution and ready for new finish. Apply wax using a new mop or other equipment according to manufacturer's instructions, applying at least two coats of wax. Wax shall be applied evenly, and shall cover the entire floor surface and result in a high gloss finish on the entire floor surface.

When sealing the floor, bidder shall use a new mop and concrete floor sealer. Apply a minimum of two coats of sealer, according to manufacturer's directions. Floors must be totally clean and dry immediately prior to sealing.

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When Scrubbing and Disinfecting, bidder shall scrub floor using a clean mop or other cleaning equipment and germicidal cleaner leaving floor completely clean, disinfected, and free of streaks, stains, mildew, odor and film. Sweep or dust mop prior to scrubbing to remove loose dirt and dust. Also, wipe base with a clean cloth or sponge and germicidal cleaner.

Special attention will be given to vital areas within our facility that are in operation 365 days, 24 hours a day. These areas include Receiving, Triage, Autopsy Areas, Intake and Investigations. It may be necessary to strip and apply wax and sealer to these areas more frequently.

Bidder shall wet mop granite floors during inclement weather.

C. CARPETING, CARPET RUNNERS AND MATS

Carpeted floors shall be vacuumed using a vacuum cleaner which incorporates brushing or beating action. Carpets must be left clean of all dust, and loose and imbedded dirt for their full depth. If necessary, spot clean using a dry cleaner or spot remover to leave the carpet clean of spots and stains. Carpet runners and mats shall be vacuumed or swept to leave mat clean of all loose dirt and soil. When necessary, a cleaning solution and scrubbing machine shall be used to leave mat completely clean of embedded soil.

D. CARPET CLEANING

The bidder shall provide all labor, materials, tools, equipment, and all incidentals required and/or implied for the complete and satisfactory performance of carpet cleaning services on an as needed basis by the Medical Examiner's Office. This work includes the complete steam cleaning of carpets on a price per square foot basis, to include those areas under movable furniture, and pre-treatment and cleaning of spots and stains.

All work shall be quality work performed to the complete satisfaction of the Medical Examiner's Office. The bidder shall promptly re-clean any area of carpet that has been determined to be unsatisfactory by the Medical Examiner's Office, at no additional expense to the Medical Examiner's Office, except those areas which are identified and agreed upon by both parties as potential problem areas prior to cleaning.

E. CLEANING SPECIFICATIONS

Perform regularly scheduled light carpet and deep carpet cleaning per manufacturer instructions. Schedule carpet extraction to coincide with a minimum building occupancy. The bidder must provide two week notice to the building occupants. The bidder must perform carpet extraction utilizing equipment that ensures that carpet will dry in less than twenty-four (24) hours.

Movable Furniture and Similar Objects shall be moved from the carpet area to be cleaned. After completion of the cleaning process, the furniture and objects shall be replaced in their original positions. Furniture and other objects shall be placed on moisture barriers to prevent possible damage to the furniture or the carpet. Movable objects include, but are not limited to, chairs, trash cans, planters, etc. Non-movable objects include desks, file cabinets, credenzas, and shelving units.

Steam Clean carpeted floors using a hot extraction method safe for all carpets, and quick-drying. Immediately prior to cleaning, vacuum, spot clean, and pre-treat heavily soiled areas. If necessary, corners and areas not accessible to machines shall be cleaned by hand. Moveable

SPECIFICATIONS

furniture (not including desks, large tables, file cabinets, credenzas, and shelving units) shall be moved prior to cleaning and shall be moved back into place after the carpet is cleaned, placing all furniture on moisture barriers if carpet is damp.

All spots, stains and heavily soiled areas shall be pre-treated and cleaned to the best of the bidder's ability.

Carpet cleaning shall be performed using an extraction (steam cleaning) method to provide a first-class carpet cleaning job. Portable steam cleaning units may be substituted in areas inaccessible to the truck-mounted unit. There shall be no excess water or solution left in the carpets, and they should be substantially dry within a period of four to eight hours.

A defoamer shall be used if necessary to remove previous shampoo build-up from carpet.

The bidder shall treat carpets with a carpet protection solution.

Chemicals used in the cleaning process shall be non-corrosive and shall conform to all Federal, State, OSHA and local requirements. Cleaning methods shall not cause damage, staining, fading, or chemical build-up to the carpets.

F. CARPET CLEANING SCHEDULING

The bidder shall schedule and perform the requested work within 7 days of notification by the Medical Examiner's Office.

Carpet cleaning shall be performed after 5 p.m., Monday through Friday, except for special occasions or instances that may require service during the regular work day, 8 a.m. through 5 p.m.

G. WALLS

Walls, moldings, doorframes, and tops of doors are to be dusted using a clean cloth treated with a non-oily dressing to leave surfaces free of dust, loose dirt, and webs.

Walls shall be spot cleaned using a clean cloth or sponge and neutral detergent solution to leave walls free of marks, stains, and streaks.

Walls, including switch plates and incidental hardware, and vertical grills and louvers, shall be scrubbed and disinfected using a clean cloth or sponge and germicidal cleaner leaving walls and surfaces completely clean, disinfected, and free of streaks, stains, mildew, odor and film.

H. FIXTURES AND FURNITURE

Drinking Fountains shall be scrubbed and disinfected using a germicidal cleaner and polish sides of fountain with a clean cloth, leaving the water fountain clean and free of streaks and film.

Dust Furniture, including shelves, window sills, and all other surfaces, using a cloth treated with a non-oily dressing to remove all dust, loose dirt, and webs. Dust only those surfaces that are cleared of papers and other possessions of the occupants.

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Clean Furniture using a damp wiping vinyl, plastic, or leather furniture, and vacuuming cloth furniture to remove all loose dirt, lint, and dust.

Dust Blinds using a cloth treated with a non-oily dressing to remove all dust, loose dirt, and webs.

Clean Handrails and Accessories using a clean cloth dampened with neutral cleaner. Wipe dry and polish metal surfaces.

I. RESTROOM FIXTURES AND ACCESSORIES

Always perform restroom cleaning from high to low; towards doorways; dry task prior to wet cleaning operations; and clean daily.

Clean and Disinfect Toilet Fixtures, including toilet bowls, urinals, sinks, etc., using a clean cloth, brush or sponge and a germicidal cleaner. (Do not use same cloth or sponge for toilet bowls and urinals for any other surfaces). Thoroughly scrub all surfaces, including outside of fixtures, pipes, fittings, and wall and floor in the immediate area of fixture, leaving surfaces clean and disinfected, and free from streaks, stains, mildew, odor, mineral deposits, and film. Wipe dry with a clean cloth after scrubbing.

Clean and Disinfect Toilet Accessories: Including dispensers, disposals, shelves, mirrors, partitions, etc., using a clean cloth or sponge dampened with a germicidal cleaner, leaving accessories clean and disinfected, and free from streaks, stains, mildew, odor and film. Empty sanitary napkin disposals prior to cleaning. Wipe all surfaces dry with a clean cloth and polish metal surfaces.

Replace Toilet Supplies as necessary to keep supplies from running out, including toilet paper, paper towels and soap. Toilet supplies will be provided by the Medical Examiner's Office.

J. GLASS

When Cleaning Door Glass, bidder shall clean both sides of glass, and wipe dry leaving glass transparent and free of streaks, and smudges. All dirt, grease, insects, and foreign material shall be cleaned from sashes, sills, jambs, and mullions.

Bidder shall spot clean interior windows by dry wiping glass, leaving it transparent and free of streaks and smudges. All dirt, grease, insects, and foreign material shall be cleaned from sashes, sills, jambs, and mullions.

Glass surfaces shall be cleaned with an appropriate glass cleaning solution and shall be wiped dry and polished until fully transparent and free of streaks and smudges.

Screen surfaces shall be dusted and wiped to remove all loose dirt and dust.

All interior/exterior window space areas shall be cleaned of loose dirt, dust and insects.

Window sashes, sills, jambs, mullions and other interior/exterior window surfaces shall be cleaned with an appropriate cleaner and wiped dry and free of streaks and smudges.

Chemicals and solutions used in the cleaning process shall conform to all Federal, State, OSHA,

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local requirements and meet Green Seal or Ecologo Standards. The bidder shall not use chemicals or solutions that may cause or promote any type of staining or damage to the window glass or window sashes, sills, jambs, mullions or other surfaces.

The Bidder shall employ window cleaning methods which allow the bidder to perform the cleaning of glass and surrounding surfaces of the window units without interference, disruption of removal of window mounted air conditioning units, if applicable.

K. EXTERIOR

Cleaning Building Entrance/Exit Areas: 20' outside of all entrances and exits by sweeping concrete surfaces, removing trash, leaves, grass and other litter, and removing snow from all entrances and exits. Clean link mats by sweeping free loose dirt and other foreign matter.

Particular attention shall be paid to outside dock area making sure that the entire area is clean and free from debris and blood.

L. COOLERS

The Main Cooler will be scrubbed seven days a week. Use of high pressure steam hose will be provided. Floors and walls must also be disinfected as scheduled. (See Appendix A)

4. JANITORIAL CLEANING IN THE LABORATORIES & AUTOPSY AREA**A. BIOHAZARDOUS WASTE CLEAN-UP PROCEDURES**

The bidder will be fully responsible for the cleaning of the laboratories and autopsy areas in the building. These services will include the cleanup of all bodily fluids and waste from walls, floors, gurneys, etc. located in these rooms. The bidder shall ensure that employees are sufficiently experienced, trained and capable to take the necessary precautions, using appropriate chemical(s) and technique, when dealing with the cleanup of all bodily fluids and waste and in such a manner so as to minimize the possibility of exposure of facility occupants to blood-borne pathogens. The bidder will be responsible for cleaning up the following biohazardous waste:

1. Human blood and blood products: All human blood, blood products (such as serum, plasma, and other blood components) in liquid or semi-liquid form. Items contaminated with blood that, if compressed, would release blood in a liquid or semi-liquid form, or items caked with dried blood capable of being released during handling. Other body fluids or tissues containing visible blood.
2. Human Body Fluids: Human body fluids in a liquid or semi-liquid state, including: semen, vaginal secretions, cerebral spinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, and saliva from dental procedures. Also includes any other human body fluids visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids.
3. Microbiological Wastes: Laboratory wastes containing or contaminated with concentrated forms of infectious agents. Such waste includes discarded specimen cultures, stocks of etiologic agents, discarded live and attenuated viruses, blood or body fluids known to contain infectious pathogens, wastes from the production of biologicals and serums, disposable culture dishes, and devices used to transfer, inoculate and mix cultures.

SPECIFICATIONS**B. CLEAN-UP PROCEDURES**

1. Large or small spill with splash potential: first use absorbent material to soak up and contain spill with absorbent powder/paper towels. Pour disinfectant directly onto material to disinfect. A broad spectrum disinfectant such as a 10% bleach solution poured on and left on the material 10-30 minutes before clean-up is sufficient in most instances to disinfect. Other disinfectants may be used as long as the label lists that it kills a broad spectrum of human infectious agents. After the body fluid material is collected and placed into a trash bag, pour disinfection on the area of spill to complete disinfection and wipe up with paper towels to be put into biohazardous waste containers.

2. Dried body fluids or small spill with low splash potential: Use absorbent material to soak up and contain spill with absorbent powder/ paper towels if necessary. Pour a broad spectrum disinfectant such as a 10% bleach solution onto the body spill and leave on for 10-30 minutes before clean-up. Other disinfectants may be used as long as the label lists that it kills a broad spectrum of human infectious agents. It is important to read these labels and be familiar with the directions for use and expiration dates of the disinfectant. After the body fluid material is collected and placed in a trash bag, pour disinfection on the area of spill to complete disinfection and wipe up with paper towels to be put into biohazardous waste containers.

C. DISINFECTING AND DISPOSING OF BIOHAZARDOUS LIQUIDS WITHIN THE LAB

1. Biohazardous liquids and liquids that contain human blood should be disinfected in the lab and flushed down the drain.
2. Do not attempt to disinfect solutions that contain a large amount of whole blood to avoid clot formation in pipes.
3. Add a disinfectant such as Wescodyne (iodophor) or Clorox (hypochlorite) until the solution of disinfectant and waste liquid is one part disinfectant to five parts waste liquid.
4. Cover all objects in the liquid with the solution.
5. Make sure there are no bubbles in the solution or on any submerged surfaces.
6. Let the solution stand for at least 30 minutes.
7. Pour the solution down the drain with cold water.

5. EQUIPMENT

The bidder shall provide at least the following equipment, but such equipment may be adjusted Upward by the bidder's need or by County request. The bidder is responsible for providing new equipment and maintaining such equipment in good working order at all times and shall replace such equipment if necessary or requested:

- Two (2) Upright Vacuums.
- One (1) 4-Gallon Canister Vacuum.
- One (1) Back Pack Vacuum.
- One (1) Water Vacuum.

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- One (1) Shampoo Machine.
- One (1) Rotary Scrub Machine.
- One (1) High Speed Buffing Machine.
- One (1) Floor Burnisher.
- Two (2) Janitorial Carts.

6. SUPPLIES

Following supplies must be provided by the bidder. Medical Examiner’s Office reserves the right to add or delete any of the supplies listed herein.

Dust mops	Floor Wax	Trash Can Liners
Mops and handles	Sponges	Vacuum Bags
Brooms	Window Cleaner	Taski Solutions
Buckets & Wringers	Non-oily stainless steel cleaner	Fabuloso
Cleaning cloths	Concrete Floor Sealer	Gloves
Stripping Solutions	Abrasive Cleaner	White Board Cleaner
Treated dust cloths	Bleach	

7. MATERIALS/SUPPLIES

Materials/Supplies and equipment must meet the specifications stated herein:

- A. All mop heads must be hospital grade, anti-microbial, bonded and looped with six (6) ply quality.
- B. Vacuum Filters must be well maintained and free of debris. Vacuum bags must be replaced after they are half full.
- C. Cleaning Chemicals must be hospital grade quality.
- D. Disinfectants must be EPA registered and utilize the dilution control metering system.
- E. Cleaning cloths must be microfiber.
- F. All bodily fluid clean up kits must be AMA/OSHA approved and must be of the highest quality.
- G. Powered floor maintenance equipment must be equipped with controls or other devices for capturing and collecting particulates. Powered scrubbing machines must be equipped with a control method for various rates for dispensing the optical use of cleaning solutions. Floors burnishes must be cord electric and operate at a minimum of 2,000 r.p.m.
- H. All carpet cleaning equipment must be extraction method commercial grade equipment.

8. MATERIAL SPECIFICATIONS

The bidder shall supply all materials and supplies for the performance of this work, as identified in Attachment B. The Medical Examiner’s Office will provide all other necessary supplies. A complete and descriptive list of materials and supplies to be used for these services shall be submitted to the Medical Examiner’s Office upon award of contract. This list shall be kept updated should any materials or products be changed. The Medical Examiner’s Office reserves the right to prohibit the use of any product should it be deemed to be in the best interest of The Medical Examiner’s Office. MSDS sheets shall be posted conspicuously wherever cleaning supplies are stored on Medical Examiner’s Office property, including custodial closets and vehicles. Two copies of all MSDS sheets shall be submitted to the Medical Examiner’s Office upon award of contract.

9. HEALTH SAFETY

- A. All solvents or solutions must be approved by the Health Safety Code.

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- B. The bidder shall train all of their personnel regarding any and all hazardous related materials within the workplace. The training must be completed prior to beginning duties and applies to all employees, including temporary employees. Annual refresher training is required for all employees.
- C. All Material Safety Data Sheet (MSDS) must be available for any cleaning chemical used in the building. The bidder must provide detailed contact information of the person responsible for maintaining the MSDS binder.
- D. bidder must insure that all employees or agents must abide by all safety rules and regulations that may be promulgated from time to time by the Medical Examiner's Office.

10. PAGING EQUIPMENT

The bidder shall provide the daytime employees and the evening Supervisor with a cellular phone or pager so that the building switchboard may contact such employees for emergencies such as spills, cleaning needs, etc. Phones/ Pagers must be charged and kept in working order by the bidder.

11. MONTHLY MEETINGS

Bidder shall meet with the Business Manager of the Medical Examiner's Office twice a month for job site inspection during the contract period to evaluate the quality of work performed and to discuss any deficiencies that may arise.

12. WORK AREA

The bidder shall at all times keep the premises free from accumulation of waste materials and rubbish caused by their employees or work, and at the completion of any work, shall remove all tools, etc., and shall leave the premises in a clean and orderly manner. A space location will be made for the bidder's material storage, if needed.

13. SECURITY/BACKGROUND CHECKS

Each employee of the Contractor assigned to work at the Medical Examiner's Office must be carefully interviewed, screened, references checked and background checked. The Medical Examiner's Office may require copies of such materials at anytime. All unusual occurrences must be reported to the Business Manager. Contractor's personnel must not disturb paper on desks, tables or in cabinets unless properly authorized by the Medical Examiner's Office.

All employees shall be thoroughly screened before working at the location specified herein. All employees must carry on their person photo identification cards and name tags. No persons shall be admitted to the building without proper and prior notification from tenant representative or building management. Any unusual occurrence shall be reported immediately to proper authorities.

14. PERSONNEL QUALIFICATIONS

- A. The bidder shall submit the following information about their firm:
 - The name and address of the company.
 - A list of the names of all company officers and owners or principles.

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- A statement of the company's years or experience performing the services specified in the proposal.
 - It is preferred that bidders demonstrate experience with cleaning a major laboratory, hospital and/or medical facility of not less than 10,000 square feet.
 - A list of three or more major clients for whom the company is performing similar services as specified in the bid. For these clients itemize:
 - The name, address and phone number of a contact person for the client who can provide a reference about the quality of the company's work.
 - The type of space being cleaned for the client (i.e., office, industrial, lab, hospital, research, etc.) and number of square feet.
 - A list and description of company training programs for employees, supervisors and managers.
 - The Contractor must demonstrate that they are currently offering training programs to employees, supervisors and managers in custodial services.
 - The Contractor must have 24 hour emergency communication system and two-hour responses basis for emergency calls.
 - The Contractor must provide evidence of training and experience in handling bio-hazard, nuclear and medical waste.
 - The Contractor must list all equipment, supplies by brand name, which will be used in conjunction with the Contractor.
- B. All personnel must meet the following qualifications specified herein:
- All personnel must have basic reading skills in order to read and comprehend instructions and directions.
 - All personnel used by the Contractor must be trained in the proper handling of chemicals, proper equipment operation, and proper cleaning procedures. All personnel are required to undergo initial training on standard operating procedures, proper sequencing of cleaning steps, proper use of personal protective equipment and be qualified to perform custodial services of the type and scope as specified in this bid. The Contractor must provide evidence of qualifications for any personnel performing work under this contract upon request by the Medical Examiner's Office.
 - All custodial personnel must be supervised by one or more designated supervisors qualified in directing custodial services of the type and scope as described herein. The supervisor must be available at all times while the work is in progress to receive notices, reports, and/or requests from the Medical Examiner's Office.

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The cleaning force must include the following:

1. Two (2) persons assigned to the day shift (one person- 6:00 a.m. to 2:00 p.m. and the other 11:00 a.m. to 7:30 p.m.) Monday through Friday.
2. Three (3) Persons assigned to the evening shift (3:00 p.m. to 11:30 p.m.) Monday through Friday.
3. Three (3) Persons assigned for Saturdays, Sundays and Holidays. (one person - 6:00 a.m. to 2:00 p.m., second person – 11:00 a.m. to 7:30 p.m. and third person 3:00 p.m. to 11:30 p.m.) only.

The bidder shall provide a full time Project Manager and a designated alternate, who shall be available via telephone at all times. The Medical Examiner's Office shall have access to the Project Manager during all hours, even when there is no custodian coverage 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

The Project Manager shall provide overall management and coordination of all aspects of this contract and shall act as a central point of contact with the Medical Examiner's Office. Project Manager shall have at least three (3) year experience in the management and operation of facilities similar in size and complexity at the Medical Examiner's Office.

The bidder shall provide a full time project supervisor knowledgeable in health care hygiene. The On-Site Supervisor shall be available during the work shift Sunday through Saturday. The On-Site Supervisor or lead person shall be knowledgeable in all aspects of the custodial/housekeeping operation and shall have access to the Contract Project Manager during all hours of shift coverage, 365 days per year .

SPECIFICATIONS

OFFICE OF THE MEDICAL EXAMINER CLEANING SCHEDULE

DAILY CLEANING REQUIREMENTS

A. WASTE REMOVAL

1. Empty and clean all wastebaskets and paper shredders nightly.
2. Wastebasket liners to be replaced as required. Liners shall be supplied by the bidder
3. Empty all containers and disposal in washrooms daily.
4. All non-infectious waste material shall be removed and placed in the receptacle nightly.
5. Infectious waste containers will be closed and moved to pick-up area.

B. WASHROOMS

1. Clean, sanitize, and polish all vitreous fixtures, including toilet bowls, urinals and hand basins.
2. Clean and sanitize all flush rings, drains and overflow outlets.
3. Clean and polish all chrome fittings.
4. Clean and sanitize toilet seats.
5. Clean and polish all glass and mirrors.
6. Wash and sanitize exterior of all containers.
7. Empty and sanitize interior of all containers.
8. Wipe toilet stall partitions.
9. Remove spots, stains, and splashes from wall areas adjacent to hand basins and towel holders.
10. Refill all dispensers to maximum limits: napkin, soap, tissue, towel, liners.
11. Remove fingermarks and smudges from surfaces, such as doors, walls, light switches, etc.
12. Sweep and wet mop all floors with disinfectant.

C. GENERAL OFFICE, CONFERENCE ROOMS, LOUNGE AREAS, LOBBIES, PUBLIC AREAS

1. Dust all furniture, including desks, chairs and tables.
2. Dust all exposed filing cabinets, bookcases, shelves and counter tops.
3. Dust all telephones.
4. Clean and sanitize drinking fountains.
5. Spot clean desk tops.
6. Spot clean reception lobby glass, including entrance doors.
7. Spot clean and remove handprints, ink marks, and coffee rings from all desks.
8. Damp clean blackboards as required.
9. Spot clean interior partitions if needed.
10. Remove fingermarks and smudges from surfaces, such as, doors, walls, light switches, etc.
11. Spot clean interior glass in partitions, cabinets and doors. Cleaning agent is not to remain on partitions and the like.
12. Dust base of all chairs, stands, coat racks, etc.
13. Spot clean television/computer monitors.

DAILY CLEANING REQUIREMENTS (CON'T)

D. LABORATORIES, OTHER AREAS AS DESIGNATED

1. Dust all furniture including desks, chairs, tables and lab counters.
2. Dust all exposed filing cabinets, bookcases, shelves and countertops.

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3. Dust all telephones.
4. Clean and disinfect all emergency shower cabinets.
5. Spot clean and disinfect all desk tops and lab counters and sinks.
6. Spot clean all interior glass doors and glass cabinets. Cleaning agent not to remain on partitions.
7. Spot clean and remove any prints, ink marks and coffee rings from all desks and lab counters.
8. Damp clean all blackboards as required.
9. Spot clean sides of all lab casework.
10. Remove fingermarks and smudges from surfaces, such as doors, walls, light switches, etc.
11. Dust base of all chairs, stands, coat racks, etc.

E. AUTOPSY AND X-RAY AREAS

1. Clean and sanitize all flush rings, drains and overflow outlets.
2. Clean and polish all chrome fittings.
3. Clean and polish all glass.
4. Clean all X-ray view boxes.
5. Wash and sanitize exterior of all containers.
6. Remove any blood, spots, stains, soil, and splashes from walls floors, equipment, etc. and disinfect with germicidal solution.
7. Dust all furniture including desks, chairs and tables.
8. Spot clean all stainless steel sinks and tables.
9. Dust all exposed filing cabinets, bookcases, shelves and countertops.
10. Dust all telephones.
11. Clean and sanitize drinking fountains.
12. Spot clean desk tops.
13. Spot clean and remove handprints, ink marks and coffee rings from all desks and tables.
14. Damp clean all blackboards as required.
15. Spot clean interior glass in partitions, doors and cabinets. Cleaning agent is not to remain on partitions and the like.
16. Dust base of all chairs, stands, tables, coat racks, etc.

F. TERRAZZO, GRANITE, CONCRETE AND TILED FLOORS AND STAIRWAYS

1. All floors dry mopped.
2. All floors spray buffed nightly - a metal link finish shall be used on tile floors.
3. Granite floors in lobby shall be dry mopped daily.
4. Concrete floors in lobby shall be dry mopped daily.
5. Scrub all floors in Storage Area, receiving, triage/washing cart station, main cooler, decomposed area, autopsy areas, intake and investigations.

G. CARPETING, CARPET RUNNERS AND MATS

1. Vacuum

WEEKLY CLEANING REQUIREMENTS

H. WASHROOMS

1. Spot clean metal partitions and remove all writing.

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2. Low dust all horizontal surfaces to hand height, including sill molding, ledges, shelves, frames, ducts, heating outlets.

I. GENERAL OFFICE, CONFERENCE ROOMS, LOUNGE AREAS, LOBBIES, PUBLIC AREAS

1. Clean and sanitize telephones.
2. Low dust all horizontal surfaces to hand height, including sills, ledges, molding, shelves, picture frames, ducts, etc.
3. Clean entire desk tops.
4. Clean and polish bright metal to hand height.
5. Remove dust and cobwebs from ceiling areas and corners.
6. Clean television monitors.

J. LABORATORIES, OTHER AREAS AS DESIGNATED

1. Clean and sanitize telephone.
2. Low dust all horizontal surfaces to hand height including sills, ledges, moldings, shelves, picture frames, ducts.
3. Disinfect entire desk and lab tops.
4. Clean and polish all bright metal to hand height.
5. Remove dust and cobwebs from ceiling areas and corners.
6. Disinfect and polish all sinks and hardware.

K. AUTOPSY AND X-RAY AREAS

1. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, picture frames, ducts, heating outlets.
2. Clean and sanitize all telephones.
3. Clean entire desk tops.
4. Clean and polish all bright metal to hand heights.
5. Remove dust and cobwebs from ceiling areas and corners.
6. Clean all television and computer monitors with CRT Screen Cleaner.
7. Wash all interior glass both sides, including cabinets, doors, partitions.
8. Disinfect all with germicidal solution.

L. FURNITURE

1. Vacuum (Fabric)
2. Damp Clean (Plastic)
3. Damp Clean (Leather)

M. CARPETING, CARPET RUNNERS AND MATS

1. Machine Shampoo.

MONTHLY CLEANING REQUIREMENTS

A. WASHROOMS

1. Sanitize metal partitions.
2. High dust above hand height all horizontal surfaces, including shelves, ledges, moldings, pipes,

SPECIFICATIONS

- ducts, heating outlets.
- 3. Clean and polish tile and fixtures in shower area.
- 4. Clean Shower curtains.

B. GENERAL OFFICE, CONFERENCE ROOMS, LOUNGE AREAS, LOBBIES, PUBLIC AREAS

- 1. High dust above hand height all horizontal surfaces, including shelves, molding, ledges, pipes, ducts, heating outlets, etc.
- 2. Wash all wastebaskets.
- 3. Wash all desk tops.
- 4. Wash all interior glass, both sides.
- 5. Wash and sanitize all metal partitions.
- 6. Wash all chair mats.
- 7. Vacuum all diffuser outlets.
- 8. Vacuum all drapes.

C. LABORATORIES, OTHER AREAS AS DESIGNATED

- 1. High dust above hand height all horizontal surfaces, including shelves, moldings, ledges, pipes, ducts, heating outlets, etc.
- 2. Wash all wastebaskets.
- 3. Wash all desktops and lab tops.
- 4. Wash all interior glass, both sides.
- 5. Wash and sanitize all metal partitions and lab casework.
- 6. Wash all chair mats.
- 7. Vacuum all diffuser outlets.

D. AUTOPSY AND X-RAY AREAS

- 1. High dust above hand height all horizontal surfaces, including shelves, ledges, moldings, pipes, ducts, heating outlets.
- 2. Wash all wastebaskets.
- 3. Wash all desk tops.
- 4. Wash and sanitize all metal partitions.
- 5. Vacuum all diffuser outlets.
- 6. Disinfect all with germicidal solution.

E. TERRAZZO, GRANITE, CONCRETE AND TILED FLOORS AND STAIRWAYS

- 1. Strip and wax (2 coats) Terrazzo and tile floors.
- 2. Wet mop all concrete floors.

QUARTERLY CLEANING REQUIREMENTS

F. GENERAL OFFICE, CONFERENCE ROOMS, LOUNGE AREAS, LOBBIES, PUBLIC AREAS

- 1. Clean and polish all furniture including desks, chairs, cabinets.
- 2. Dust all window blinds.

SPECIFICATIONS

G. LABORATORIES, OTHER AREAS AS DESIGNATED

1. Clean and polish all furniture including desks, chairs, cabinets and lab casework.
2. Dust all window blinds.

H. AUTOPSY AND X-RAY AREAS

1. Clean and polish all furniture, including desks, chairs, cabinets.
2. Wash all walls.
3. Disinfect all with germicidal solution.

SEMI-ANNUAL CLEANING REQUIREMENTS

A. GENERAL OFFICE, LOBBIES, LOUNGES, PUBLIC AREAS

1. Dry clean or wet clean, with treated sponge, areas around diffusers outlet.
2. Oil all wood paneling.

B. LABORATORIES, OTHER AREAS AS DESIGNATED

1. Dry clean or wet clean, with disinfectant treated sponge, areas around diffuser outlets.

C. AUTOPSY AND X-RAY AREAS

1. Dry clean or wet clean, with disinfectant treated sponge, areas around diffuser outlets.

D. CARPETED AREAS

1. All carpeting in the building shall be extracted with an extractor, once in the spring and once in the fall, or on an as needed basis.

ANNUAL CLEANING REQUIREMENTS

A. GENERAL OFFICES, LOBBIES, LOUNGES, PUBLIC AREAS

1. Wash all inside glass of skylights.

"AS NEEDED" CLEANING REQUIREMENTS

A. CARPETING

1. Inspect for spots and stains. Remove if possible.

SPECIFICATIONS

2. Destaticize.

B. CARPET RUNNERS AND MATS

1. Spot cleaned

C. TERRAZZO, GRANITE, CONCRETE AND TILED FLOORS AND STAIRWAYS

1. At onset of contract the bidder shall apply a minimum of two (2) applications of high solid wax and sealer, with a minimum solid content of 25% to all tile floors.

2. All Terrazzo floors shall be sealed with a minimum of two (2) applications of urathane or silicone.

3. Cook County Medical Examiner's Office to supply work sheets on terrazzo floor care.

SPECIFICATIONS

APPENDIX A

Office of the Cook County Medical Examiner

Cleaning and Disinfection Schedule

The following cleaning protocol shall be followed to ensure that the Office of the Cook County Medical Examiner minimizes the risks to employees of being exposed to blood borne pathogens or other potential contaminants.

This protocol applies to environmental surfaces. A separate protocol outlines procedures for cleaning of equipment used in autopsies, including autopsy trays.

Definitions

“Cleaned” means removal of foreign material using detergent and rubbing/rubbing with a brush or other instrument.

“Disinfected” means a solution to remove microorganisms from a surface is applied.

“Noncritical items” are those items that come into contact with intact skin but no mucous membranes.

Most surfaces in the Medical Examiner’s Office can be considered “noncritical items.” Noncritical items in healthcare facilities include items such as furniture, walls and floors. Intact skin is an effective barrier against contamination of these surfaces in many instances. If at any time, however, an employee’s skin is broken through contact with a dirty or contaminated instrument or sharp object, please consult the Exposure Control Plan. To avoid exposure to potential airborne pathogens, please consult the Respiratory Protection Program.

Cleaning and disinfecting are two different steps. To effectively disinfect, an area must be cleaned first. Most cleaning of soiled autopsy equipment will require an enzyme cleaner. Disinfecting solution in most instances will be a solution of one part bleach to two parts water.

When blood or bodily fluid needs to be cleaned (resulting in a “spill or spatter”), the employee that is present at the time of the spill should immediately begin the cleaning process, outlined in the CCME policy, “Management of Blood/Bodily Fluid Spills.”

Occasionally, however, there are situations that involve cleaning up of chemicals. **Note: For acidic, basic, or caustic chemical spills, immediately use a spill kit to thoroughly and appropriately clean the area. Spill kits can be obtained from the Toxicology Lab.** If a situation arises and you do not know the proper cleaning methodology, immediately consult your supervisor.

SITE INSPECTION / CONFIDENTIALY AGREEMENT

This is to verify that I have, this date, conducted a Mandatory Site Inspection 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.

Due to the sensitive nature of this facility, I hereby agreed not to disclose or transmit any information otherwise necessary for the purpose of submitting a bid to this solicitation.

ROBERT WRZANIK

NAME (Print)

EW 

NAME (SIGNATURE)

ECO CLEAN MAINTENANCE

COMPANY

OFFICIAL CAPACITY

777 310 2002

TELEPHONE NUMBER (Area Code)

NOTE: This form must be filled in completely and returned with Bid Proposal.

INSPECTION CONFIRMED BY: _____



DATE: _____

CONTRACT NO. 1328-12531

EXHIBIT A

BIDDER: ECOCLEAN MAINTENANCE

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 1328-12531 for JANITORIAL SERVICES for OFFICE OF THE COOK COUNTY MEDICAL EXAMINER, as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that in making this Proposal they waive all rights to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1. Base Years (2)	MONTH	24	JANITORIAL SERVICES, AS PER SPECIFICATIONS HEREIN. \$ <u>21 299.48</u> /MO. \$ <u>511 187.52</u> TOTAL (Basis of Award)

Optional Renewal Years

2. Renewal Year One	MONTH	12	\$ <u>21 699.50</u> /MO.
3. Renewal Year Two	MONTH	12	\$ <u>21 999.50</u> /MO.

GRAND TOTAL: \$ 1 035 575.52

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. 1 Date: 5/9/13

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

EXHIBIT A

BIDDER: ECO CLEAN MAINTENANCE, INC.

EXHIBIT A

Supplemental Price Proposal

Hourly Rate Breakdown

Provide a Supplemental price breakdown for the average Employee and Supervisor.

	<u>EMPLOYEE</u>	SUPERVISOR
Direct Hourly Wage – Straight Time (without Benefits)	\$ <u>12.50</u>	\$ <u>12.70</u>
Pension	\$ <u>44.00/WEEK</u>	\$ <u>44.00/WEEK</u>
Health & Welfare	\$ <u>629.19/MO</u>	\$ <u>629.19/MO</u>
Management Fees+Profit+Overhead (MPO)	\$ <u>1165.00</u>	\$ <u>1165.00</u>
Average Hourly Rate:	\$ <u>19.70</u>	\$ <u>19.90</u>
Direct Hourly Wage – Holiday Time (without Benefits)	\$ <u>13.50</u>	\$ <u>13.70</u>
Pension	\$ <u>44.00/WEEK</u>	\$ <u>44.00/WEEK</u>
Health & Welfare	\$ <u>629.19/MO</u>	\$ <u>629.19/MO</u>
Management Fees+Profit+Overhead (MPO)	\$ <u>1165.00</u>	\$ <u>1165.00</u>
Average Hourly Rate:	\$ <u>20.70</u>	\$ <u>20.90</u>

Note: Management Fees + Profit + Overhead (MPO) should include, e.g. cost of doing business, which is not directly related to security officer and supervisor labor costs such as: management salaries, expense accounts, property tax, office space lease/rental costs, utilities, etc.

Note: Management Fees + Profit + Overhead (MPO) should include, e.g. cost of doing business, which is not directly related to security officer and supervisor labor costs such as: management salaries, expense accounts, property tax, office space lease/rental costs, utilities, etc.

EXHIBIT A

BIDDER: Eco-Clean Maintenance, Inc.

EXHIBIT A

Supplemental Price Proposal

Hourly Rate Breakdown

Provide a Supplemental price breakdown for the average Employee and Supervisor.

	<u>EMPLOYEE</u>	SUPERVISOR
Direct Hourly Wage – Straight Time (without Benefits)	\$ <u>12.05</u>	\$ <u>12.25</u>
Pension	\$ <u>44.00 / week</u>	\$ <u>44.00 / week</u>
Health & Welfare	\$ <u>629.19 / mo</u>	\$ <u>629.19 / mo</u>
Management Fees+Profit+Overhead (MPO)	\$ <u>1106.00</u>	\$ <u>1106.00</u>
Average Hourly Rate:	\$ <u>18.22</u>	\$ <u>18.50</u>
Direct Hourly Wage – Holiday Time (without Benefits)	\$ <u>13.05</u>	\$ <u>13.25</u>
Pension	\$ <u>44.00 / week</u>	\$ <u>44.00 / week</u>
Health & Welfare	\$ <u>629.19 / mo</u>	\$ <u>629.19 / mo</u>
Management Fees+Profit+Overhead (MPO)	\$ <u>1106.00</u>	\$ <u>1106.00</u>
Average Hourly Rate:	\$ <u>19.25</u>	\$ <u>19.60</u>

Note: Management Fees + Profit + Overhead (MPO) should include, e.g. cost of doing business, which is not directly related to security officer and supervisor labor costs such as: management salaries, expense accounts, property tax, office space lease/rental costs, utilities, etc.

Note: Management Fees + Profit + Overhead (MPO) should include, e.g. cost of doing business, which is not directly related to security officer and supervisor labor costs such as: management salaries, expense accounts, property tax, office space lease/rental costs, utilities, etc.

**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 Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**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 Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. 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, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests 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 RFQ/RFP 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, clicking on the tab labeled "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.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

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 requested.

Additional Information. The County's Governmental 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) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder 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 – 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: ARG Cleaning Services
Address: 6445 S. State, Chicago, IL 60637
E-mail: gburbage@att.net
Contact Person: Anthony McGuire Phone: 773-580-3426
Dollar Amount Participation: \$ _____
Percent Amount of Participation: 35 %

*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 three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: ATG Cleaning Services Certifying Agency: City of Chicago
 Address: 6445 S. State Certification Expiration Date: 12/1/12
 City/State: Chicago IL Zip: 60637 FEIN #: 14-1916731
 Phone: 773 580-3426 Fax: 773 488-9027 Contact Person: Gregory Burbage
 Email: gburbage@att.net Contract #: 773 580-3426

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

cleaning

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 MWBE 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.

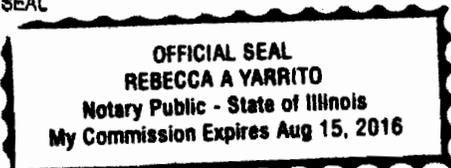
Anthony M. McBine
 Signature (MWBE)
Anthony M. McBine
 Print Name
ATG Cleaning Services
 Firm Name
5/7/13
 Date

Arkadiusz (ERIC) GRABOWSKI
 Signature (Prime Bidder/Proposer)
ARKADIUSZ (ERIC) GRABOWSKI
 Print Name
ECO-CLEAN MAINTENANCE INC
 Firm Name
05/07/13
 Date

Subscribed and sworn before me

this 7th day of MAY, 2013.
Notary Public Rebecca A. Yarrito

SEAL



Subscribed and sworn before me

this 18th day of May, 2013.
Notary Public Marta Kaczanowska

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 & 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 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 awarded 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 business 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 by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws 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 bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a 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 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, 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 which 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 County.

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" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction 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
<hr/>	
N/A	
<hr/>	
<hr/>	

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 a "Local Business" as defined above?
Yes: ✓ No: _____

b) If yes, list business addresses within Cook County:

 5862 N. Milwaukee Ave, Chicago, IL 60646

c) Does Bidder 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 (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

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): None

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX 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 DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *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 fully 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 the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Eco-Clean Maintenance DBA: _____ EIN NO.: 26-391-0500

Street Address: 5882 N. Milwaukee Ave

City: Chicago State: IL Zip Code: 60646

Phone No.: 773-310-2002

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, and percent 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
<u>Arkadiusz Grabowski</u>	<u>2149 W. Concord Ln Addison, IL 60101</u>	<u>100%</u>

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 principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
<u>N/A</u>		

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.

ARKADIUSZ GRABOWSKI
 Name of Authorized Applicant/Holder Representative (please print or type)

Arkadiusz Grabowski
 Signature

procleanmaintenance@yahoo.com
 E-mail address

President
 Title

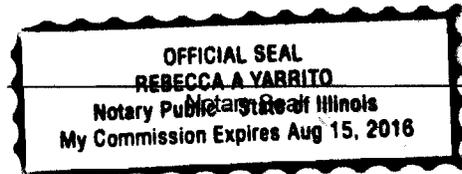
05/07/13
 Date

773-310-2002
 Phone Number

Subscribed to and sworn before me this 7th day of May, 2013.

My commission expires: August 15, 2016

x Rebecca A. Yarrito
 Notary Public Signature





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 OFFICE
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires ***any person or persons doing business*** with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"Calendar year" means January 1 to December 31 of each year.

"Doing business" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"Familial relationship" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

File Number 6647-166-7



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

ECO-CLEAN MAINTENANCE INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 12, 2008, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 3RD day of FEBRUARY A.D. 2010



Jesse White

SECRETARY OF STATE

Authentication #: 1003401604

Authenticated at: <http://www.cyberdriveillinois.com>

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

Entity Name	ECO-CLEAN MAINTENANCE INC.	File Number	66471667
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	12/12/2008	State	ILLINOIS
Agent Name	TED W BATYCKI	Agent Change Date	04/13/2012
Agent Street Address	5528 W BELMONT AVE	President Name & Address	ARKADIUSZ GRABOWSKI 2149 W CONCORD LN ADDISON 60101
Agent City	CHICAGO	Secretary Name & Address	AGNIESZKA DUDEK SAME
Agent Zip	60641	Duration Date	PERPETUAL
Annual Report Filing Date	11/26/2012	For Year	2012

[Return to the Search Screen](#)

[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

ECO CLEAN MAINTENANCE, INC.

TRAINING OUTLINE AGENDA

TRAINING SESSION –MAY 6, 2013

(Initial training for employees begins prior to the first day on the job, and periodic training sessions are conducted thereafter, either on an individual or a group basis)

I. Training Overview introduced by Company' s President

Training improves morale, teaches methods, develops supervisory skills, builds team spirit, and increases supervisory knowledge and confidence. Our training program was designed to achieve standardization of training for all custodial workers, and is presented by our Training Coordinator and first-line supervisors.

To function effectively, all employees must know when to work, where to work, for whom to work, what work to do, and how best to complete the work. The objective is to quickly orient both inexperienced and experienced workers to the high quality standards of provided services.

Classroom training in cleaning methods and safety procedures reduces the time required to be spent with each employee, allowing for a smooth transition from trainee to a productive staff member.

II. Industry Overview

- A. Factors affecting cleaning
- B. Commercial Cleaning
- C. Advantages and disadvantages

III. Cleaning Processes - General cleaning procedures

- A. Wet
- B. Dry
- C. Low Moisture
- D. Other

IV. Systems Approach to Cleaning - Cleaning methods and use of products and equipment

- A. Manufacture
- B. Installation
- C. Prevention
- D. Vacuuming
- E. Spotting
- F. Cleaning
- G. Finishing
- H. Crew Procedures
- I. Equipment Care

V. Spot and Stain Removal

- A. The Basics
- B. Chemicals
- C. Permanent Damage
- D. Urine
- E. Other Specialized Spots

VI. Safety

- A. Chemical (Proper use of dilution of cleaning chemicals)
- B. IAQ/Indoor Environmental Quality
- C. Equipment
- D. Slip, Trip and Fall
- E. PPE
- F. MSDS
- G. Reporting
- H. Soil and Cleaning Theory

VII. Carpet Color and Dying

- A. Spot
- B. Full Room
- C. Side Match

VIII. Water Damage Restoration Basics

NOTE: After the training sessions are completed, a self assessment by the trainee is requested by the trainer, followed by a Trainer evaluation which determines the competencies of each new staff member. Trainee's that do not meet our required level of comprehension are NOT permitted to move on to "in field" training until our Training Coordinator feels that they are ready to do so.

REFERENCES:

The Oaks Recreation & Fitness Center

10847 LaPorte Rd.

Mokena, IL 60448

Phone: (708) 372-1356

Contact Person: Bill Bucholz

Job Description: Fitness Club Center

Contract Period: March 2010- Present (extended/renewed)

Building Size: 60,000 sq.ft.

Mokena Community Park District

10925 LaPorte Rd.

Mokena, IL 60448

Phone: (708) 372-8867

Contact Person: Jim VanGennep

Job Description: Offices and Facilities

Contract Period: March 2009 – Present (extended/renewed)

Building size: 14,000 sq.ft.

Egan Water Reclamation Plant

550 S. Meacham

Schaumburg, IL 60193

Phone: (847) 584-54231

Contact Person: Dan Bergstrom

Job Description: Offices and Facilities

Contract Period: May 2010- May 2013

Building Size: 400.000 sq. ft.

Calumet City Police Department

1200 Pulaski Road

Calumet City, IL 60409

Phone: (708) 868-2500, Ext. 282

Contact Person: Lt. Kevin Glaser

Job Description: Offices and Facilities

Contract Period: February 2011- April 2014 (extended/renewed)

Building Size: 35,000 sq. ft.

Village of Willowbrook

7760 Quincy Street

Willowbrook, IL 60527

Phone: 630-514-3599

Contact Person: Anthony Witt

Job Description: Offices and Facilities

Contract Period: May 2011 – May 2014 (extended/renewed)

Building Size: 20,000 sq.ft

Paragon Marketing Group

7449 N. Natchez Ave, #100

Niles, IL 60714

Phone: (847) 676-6550

Contact Person: Jenny

Job Description: Offices and facilities

Contract Period: September 2010 – November 2013 (extended/renewed)

Building size: 10,000 sq.ft.

Walgreen Company

4339 DiPaolo Center

Glenview, IL 60025

Phone: (847) 257-4820

Contact Person: Jim

Job Description: Offices and facilities

Contract Period: October 2010 – November 2013 (extended/renewed)

Building size: 10,000 sq.ft

Village of Montgomery

200 N. River Street

Montgomery, IL 60538

Phone: 630-688-8195

Contact Person: Mike Pubentz

Job Description: Offices and facilities

Contract Period: September 2011- September 2013 (extended/renewed)

Building Size: 100,000 sq ft

City of Countryside

5550 East Ave

Countryside, IL 60525

Phone: 708-485-2595

Contact Person: Sharon Peterson

Job Description: Offices and facilities

Contract Period: September 2011- September 2013 (extended/renewed)

Building Size: 15,000 sq ft

Village of Libertyville

200 East Cook Avenue

Libertyville, IL 60048

Phone: 847-918-2015

Contact Person: David Fischer

Job Description: Offices and facilities

Contract Period: May 1 2012- April 30, 2014

Building Size: 350,000 sq ft

Palatine Park District

Cutting Hall Building

180 E. Wood St.

Palatine, IL 60067

Contact Person: Jeff Greene

Phone: 847-991-5318

Job Description: Offices and Performing Art Center

Contract Period: July 1, 2012 - June 30, 2015

Building Size: approx. 25,000 sq ft

Geneva Public Library

127 James Street

Geneva, IL 60134

Contact Person: Peggy Carlson

Phone: 630-232-0780 Ext. 273

Job Description: Offices and Library

Contract Period: October 1, 2012 - September 30, 2015

Building Size: 27,000 sq ft

Addison Park District

120 E. Oak Street

Addison, IL 60101

Contact Person: Jay Mueller

Phone: 630-889-2150 x112

Job Description: 2 Fitness Centers and Offices

Contract Period: November 1, 2012- October 31,2017

Building Size:100,000 sq ft.

Village of Western Springs

740 Hillgrove Ave.

Western Springs, IL 60558

Contact Person: William Tomczyk

Phone: 708-246-1800

Job Description: Offices and Facilities

Contract Period: February1, 2013-January 31, 2015

Building Size: 110,000 sq feet

Streamwood Park District

777 S. Bartlett Road

Streamwood, IL 60107

Contact Person: Mark Bell

Phone: 630-483-3026

Job Description: Offices and Fitness Facilities

Contract Period: May 1, 2012-April 30, 2015

Building Size: 100,000 sq feet



OFFICE OF THE CHIEF PROCUREMENT OFFICER

SHANNON E. ANDREWS

CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 • Chicago, Illinois 60602 • (312) 603-5370

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

EARLEAN COLLINS

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

EDWIN REYES

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

ELIZABETH ANN DOODY GORMAN

17th District

May 9, 2013

ADDENDUM No. 1

Cook County Contract No. 1328-12531

JANITORIAL SERVICES FOR THE
COOK COUNTY MEDICAL EXAMINER'S OFFICE

This Addendum No. 1 revises the Bid documents and is issued to bidders of record prior to execution of contract and forms a part of contract documents and modifies previously issued Bid documents. Insofar as previously issued Bid documents are inconsistent with modifications indicated by this Addendum No. 1, modifications indicated by this Addendum No. 1 shall govern. Where any parts of the Bid documents are modified by this Addendum No. 1, all unaltered provisions shall remain in effect.

This Addendum No. 1 provides for 1) response to questions, 2) additional requirement and 3) Pre-bid/site visit attendance sheet. Please take this addendum No. 1 into consideration and acknowledge it in your bid.

Response to Questions:

1. Is this a SEIU Local 1 job?

Response: No. However, the contractor must follow Section 34-163 Prevailing wages for covered services of the Cook County Procurement Codes, which states:

- (a) Not less than the prevailing rate of Wages shall be paid and prevailing working conditions shall be provided to any laborer, worker and mechanic providing Covered Services under a Contract.
- (b) In order to be considered a Responsive Bidder for any Contract for Covered Services, the Bidder shall certify that Wages paid to its employee will be no less, and fringe benefits and working conditions of such employees will be no less favorable, than those prevailing in the locality in which the Covered Services are to be performed, as determined by the Chief of the Bureau of Human Resources and posted on the website.
- (c) The CPO of Cook County shall include in the Bid Notice for any Contract for Covered Services, and shall include in the specification for any such Contract a provision that (i) not less than the prevailing rate of Wages shall be paid, and prevailing working conditions shall be provided, to all laborers, workers and mechanics performing Covered Services and (ii) all bonds required under such Contract shall include such provisions as will guarantee the faithful performance of such provision in the Contract.

OFFICE OF THE CHIEF PROCUREMENT OFFICER
SHANNON E. ANDREWS, CHIEF PROCUREMENT OFFICER
118 North Clark Street, Room 1018 • Chicago, Illinois 60602 • (312) 603-5370

2. I noticed an auto scrubber in (1) of the utility closets. Does this equipment belong to the county or the present contractor?

Response: The scrubber belongs to the Contractor

3 Are Union personnel required?

Response: See response to question #1

4 Are we required to retain any existing employees?

Response: You are not required to retain any existing employees. Hiring of any existing employee is your discretion.

5 What is the current contract amount?

Response: \$541,034.16 for two years

Additional Requirement:

Insert the following requirement under "DAILY CLEANING REQUIREMENTS" Section A. Waste Removal as item No. 6.

The contractor will inspect the garage dumpster, determine if it is sufficiently filled up, and if it is then call for pick up.

Pre-bid/site visit attendance sheet

Attached

END OF ADDENDUM NO. 1

Originated By: Cho Ng
Senior Contract Negotiator

Shannon E. Andrews

Shannon E. Andrews
Chief Procurement Officer *E.A.*

TONI PRECKWINKLE
PRESIDENT, COOK COUNTY
BOARD OF COMMISSIONERS



BOARD OF ETHICS MEMBERS
ROSEANN OLIVER
PASTOR SAMUEL E. HINKLE III
ANNE I. SHAW
JUAN CALIXTO
MARIBETH VANDER WEELE

MARYNIC U. FOSTER
EXECUTIVE DIRECTOR

COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 OFFICE
312/603-3760 FAX 312/603-1011 TT/TDD

COOK COUNTY GIFT BAN

The General Rule

Section 2-574(a) of the Cook County Ethics Ordinance bans any Cook County official, board or commission appointee or employee from soliciting or accepting any "gift" from any "prohibited source" or in violation of any federal or state statute, rule, or regulation, or any County ordinance, rule or regulation. This bans applies to and includes spouses and immediate family members living with the official or employee. Further, no "prohibited source" shall offer or make a gift to any Cook County official or employee, or the spouse of, or immediate family members living with, any official, board or commission appointee or employee.

Exceptions to the General Rule

- Opportunities and benefits that are available to the general public.
- Any gift for which the recipient pays the market value.
- Political contributions or activities associated with a fundraising event.
- Educational materials and missions.
- Travel expenses for a meeting to discuss County business.
- A gift from a relative.
- A gift based on personal friendship, unless there is a belief the gift was given because of the official position or employment of the recipient.
- Food or refreshments not exceeding \$75/person/day that are consumed on premises from which they were purchased, prepared, or catered.
- Food, refreshments, lodging, transportation and other benefits resulting from outside business or employment activities not connected to official duties if customarily provided in connection with bona fide employment discussions.
- Intra-office and inter-office gifts.
- Bequests, inheritances and death benefits.
- Any item or items from any one prohibited source during any calendar year having a cumulative total value less than \$100.

How is "Gift" Defined?

Any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an official, board or commission appointee or employee.

Who is a "Prohibited Source"?

1. Any person/entity who is seeking official action:
 - a) By the official, board or commission appointee; or
 - b) In the case of an employee, by the employee or by the official, County agency, board or commission or other employee directing the employee.
2. Any person/entity who does business or is seeking to do business:
 - a) With the official, board or commission appointee; or
 - b) In the case of an employee, with the employee or with the official, County agency, board or commission or other employee directing the employee.
3. Any person/entity who conducts activities regulated:
 - a) By the official, board or commission appointee; or
 - b) In the case of an employee, by the official, County agency, board or commission or other employee directing the employee.
4. Any person/entity who has interests that may be substantially affected by the performance or non-performance of the official duties of the official, board or commission appointee or employee; or
5. Any person/entity who is registered or required to be registered with the County pursuant to the Cook County Lobbyist Ordinance, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its members or serves on its board of directors.

What Should I Do If I Receive an Improper Gift?

An official, board or commission appointee or employee does not violate the Ordinance if the official, board or commission appointee or employee promptly takes reasonable action to:

- Return the prohibited gift to its source; or
- Donate the prohibited gift, or an amount equal to the gift's value, to a charity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code; AND
- File a gift disclosure form with the Board of Ethics within 10 days of receipt of the gift.

What Are the Penalties for Violation of the Gift Ban?

Any person found by a court to have knowingly violated the gift ban provisions of the Ordinance is guilty of a business offense and subject upon conviction to a fine of at least \$1,001 and up to \$5,000. Further, persons doing business with the County who knowingly violate the Ordinance may have their contracts with the County voided.

Any further questions regarding Gift Ban restrictions should be addressed to the Cook County Board of Ethics. Copies of the Cook County Ethics Ordinance are available online at www.cookcountygov.com (follow links to Board of Ethics page) or by request to the Board of Ethics, 69 West Washington Street, Suite 3040, Chicago, Illinois, 60602, (312) 603-4304.

TONI PRECKWINKLE
PRESIDENT, COOK COUNTY
BOARD OF COMMISSIONERS



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69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 OFFICE
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**COOK COUNTY
CAMPAIGN FINANCE LAW**

Section 2-585 of the Cook County Ethics Ordinance limits political campaign contributions to candidates for any elected Cook County government office, as well as political campaign contributions to elected County officials. This guide provides an explanation of the provisions of the Ordinance that relate specifically to campaign finance.

WHO IS COVERED BY THE ORDINANCE?

CONTRIBUTORS:

Any individual entity, corporation, partnership, firm, association, union, trust or estate that has "done business" or is "doing business" with the County within the preceding four years, or is seeking to do business with the County or is a registered lobbyist with the County.*

Any firm, or its officers, directors or partners, contracted by the County to provide financial audits of county finances are prohibited from making campaign contributions to any county official or candidate for county office.

Any firm, or its officers, directors or partners, contracted by the County to provide financial counsel, bond counsel, underwriter's counsel, legal counsel, or financial manager for the issuance of any bond is prohibited from making campaign contributions to any county official or candidate for county office.

"Done business" or "doing business" means any combination of sales, purchases, leases or contracts to, from or with the County worth more than \$10,000 in any twelve consecutive months; and

"Seeking to do business" means taking action within the past six months to obtain a contract or business with the County when, if such action were successful, it would result in the person doing business with the County.

*Nothing prohibits an employee, officer, director or partner from making a political contribution for which he is not reimbursed by a person with whom he or she is affiliated, even if that person has made the maximum contribution allowed under the Ordinance.

CANDIDATES AND ELECTED OFFICIALS:

Any person who has filed a declaration of candidacy for elected County office or a petition to appear on a ballot for County election;

Any person who has raised or expended money in personal pursuit of elected County office;

All elected Cook County officials regardless of any non-federal elected office they are seeking; and

All elected County officials during any non-election year of their term.

Any local, state, or federal campaign committee that is controlled by, or established in support of, a candidate for County office or an elected County official.

WHAT ARE THE LIMITATIONS ON CONTRIBUTIONS?

NON-ELECTION YEAR:

\$750.00 per elected Cook County official; and

\$750.00 per candidate for election to Cook County office.

ELECTION YEAR:

\$750.00 per candidate per candidacy (**with the primary election and general election being separate candidacies**),

Primary Election: **\$750.00** from January 1st to the primary election day; and

General Election: **\$750.00** from the day after the primary election day until December 31st.

Total contributions, per candidate, may not exceed **\$1,500.00** in the course of a year in which a candidacy occurs; and

A year for the purposes of the Ordinance is a calendar year January 1 through December 31.

WHAT SHOULD I DO IF I CONTRIBUTE/RECEIVE AN IMPROPER CAMPAIGN CONTRIBUTION?

Request a return of the campaign contribution from the official or candidate in excess of the amount proscribed by the Ordinance immediately.

WHAT ARE THE PENALTIES FOR VIOLATIONS OF THE ORDINANCE?

Persons doing business with the County who knowingly violate the campaign finance provisions of the Ordinance may have their contracts with the County voided.

Any candidate for any county office or any current elected official in County government who fail to return contributions in excess of the limitations within 30 days of notification from the Board of Ethics shall be subject to fines.

Any questions regarding campaign contributions should be addressed to the Cook County Board of Ethics. Copies of the Cook County Ethics Ordinance are available online at www.cookcountygov.com (follow links to Board of Ethics page) or by request to the Board of Ethics, 69 West Washington Street, Suite 3040, Chicago, Illinois, 60602, (312) 603-4304.

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 18 DAY OF July, 2013.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1328-12531

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 511,187.52
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____