

CONTRACT NO. 2457-06061

Purchase Order No. 70000314485

Emergency Janitorial Services

for

Cook County Office of the Medical Examiner (CCMEO)

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**SECTION I**  
**AGREEMENT**

**1. Overview:**

Upon execution of this Contract by Cook County Office of the Chief Procurement Officer, Cook County accepts the Vendor's invoice (See Exhibit B) for Emergency Janitorial Services.

**2. Scope of Work:** The Contractor has been selected to provide Emergency Janitorial Services for the CCMEO.

**3. Contract Value:** \$260,700.00

**4. Contract Term:** Contract shall be effective for six (6) months beginning July 1, 2024 through December 31, 2024.

**5. Vendor Information:**

Diamond 7 Enterprises, Inc.  
2324 185th Place, Lansing, IL 60438  
708-932-6417 / 883-342-6667  
Denise Jones - CEO  
diamondinc121@gmail.com

**6. Exhibits:**

Exhibit A – Specifications  
Exhibit B – Price Proposal

**7. Proposal:**

Contractor has reviewed the Statement of Work and General Conditions and has familiarized itself with all of the conditions under which it must be carried out and understands that by this agreement it waives all right to plead any misunderstanding regarding the same.

**SECTION II**  
**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 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, including any claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County by Consultant or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right. 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 and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Using Agency and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies 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, equipment or supplies have been rejected.

**GC-04 PAYMENT TO CONTRACTORS**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

**GC-05 INSURANCE REQUIREMENTS**

Contractor shall maintain for the duration of this contract a policy or policies of insurance with coverage and limits adequate to satisfy all claims and liabilities which could arise because of the performance of the Contract, including but not limited to, Commercial General Liability Insurance and any liability Contractor may incur resulting from indemnification obligations as stated in GC-02 Indemnification. The insurance shall be commensurate with the usual and customary industry practices for similarly situated businesses. Contractor shall comply with applicable laws governing workers' compensation and mandatory insurance for vehicles. The County reserves the right to request a certificate of insurance at any time.

**Insurance Requirements**

The Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

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

The Consultant shall require all Subcontractors to provide the insurance required in this Contract, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

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

**Coverages**

**(a) Workers Compensation Insurance**

Workers' Compensation shall be 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:

Employers' Liability coverage with a limit of  
\$1,000,000 each Accident  
\$1,000,000 each Employee  
\$1,000,000 Policy Limit for Disease

**(b) Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Completed Operations Aggregate	\$2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired, and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess/Umbrella Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$1,000,000

**Additional requirements**

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition, or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(b) **Insurance Notices**

The Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Consultant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Consultant commences performance of its part of the work, the Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute Contract 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 the Consultant's obligations to obtain insurance pursuant to these insurance requirements.

(c) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County. .

**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-9998-2013-07.

**GC-07 CONTRACT AMENDMENTS**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing. No Using Agency or employee thereof has authority to make any amendments to the Contract. Any modifications or amendments to the Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

**GC-08 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/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Using Agency. 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-09 DELAYS**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

**GC-10 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, Affidavits or EDS 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 in order to perform this Contract.

**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 perform any obligation under the Contract;
2. Failure to begin performance under the Contract within the specified time;
3. Failure to perform under the Contract with sufficient qualified personnel, equipment, or materials to ensure completion of within the specified time;
4. Performance of the Contract in an unsatisfactory manner;
5. Refusal to perform services deemed to be defective or unsuitable; or
6. Any other material breach of any term or condition of the 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 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 the 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 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. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

**GC-14      GUARANTEES AND WARRANTIES**

The Contractor agrees that the Contract goods, equipment, supplies 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, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

**GC-15      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-16      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 in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, 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-17      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-18      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 term or provision.

**GC-19      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-20      PREVAILING WAGE FOR COVERED SERVICES**

In accordance with Section 34-163 of the Cook County Procurement Code, Contractor and its Subcontractors must pay the prevailing rate of Wages, and provide prevailing working conditions, to all laborers, workers and mechanics performing Covered Services pursuant to this contract. In accordance with Section 34-121 of the County Procurement Code, "Covered Services" includes janitorial cleaning services, window cleaning services, elevator operator and starter services, and security services. Where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at <https://labor.illinois.gov/laws-rules/conmed/rates.html>. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each Subcontractor of the wage rate set forth in this contract and any revisions thereto.

## GC-21 FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

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.
  - (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.

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.
- (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. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17. Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

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 (40 U.S.C. 3145), 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.

18. Davis-Bacon Act, as amended ((40 U.S.C. 3141-3148)

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. 3141-3148) 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.

19. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 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. The requirements of 40 U.S.C. 3704 are 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.

20. 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.

21. 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.

22. 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 Non-procurement 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.

23. DHS Seal, Logo, and Flags

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

24. No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

25. Coronavirus Relief Fund

All amounts paid from the Coronavirus Relief Fund ("Fund") are subject to the restrictions set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

**EXECUTION**

Office of the Chief Procurement Officer

**Raffi Sarrafian** Digitally signed by Raffi Sarrafian  
Date: 2024.06.25 13:52:51 -05'00'

Raffi Sarrafian, Chief Procurement Officer \_\_\_\_\_  
Date

Diamond 7 Enterprises, Inc.

*Denise Jones*  
\_\_\_\_\_

Authorized Signature

*6/20/24*  
\_\_\_\_\_

Date

Printed Name: \_\_\_\_\_

*Denise Jones*

Title: \_\_\_\_\_

*CEO*

**EXHIBIT A**  
**SPECIFICATIONS**

## ITEM NO. 1: JANITORIAL SERVICES

### 2.1 BACKGROUND

The Cook County Medical Examiner's Office is one of the busiest medical examiner offices in the nation. Per the most recent cumulative yearly statistical data garnered from 2019, 13,758 deaths were reported to the CCMEO and of these reported cases, 6,274 were accepted for further investigation by the office. There continues to be an upward trend in the number of cases falling under the jurisdiction of the Cook County Medical Examiner's Office. The facility is approximately 81,383 square feet and consists of General Offices, Conference Rooms, Lounge Areas, Lobbies, Public Areas, Laboratories, and Autopsy and X-Ray Areas. The Chicago Police Department also has an office on-site. The Cook County Medical Examiner's Office is in operation 24 hours a day, servicing Chicago and the greater Chicagoland area and suburbs.

### 2.2 GENERAL SCOPE

2.21. The proposer shall furnish all trained, certified personnel, supervision, scheduling, equipment, and tools (including their maintenance), supplies (to include large plastic bags for garbage collection) and materials (to include specified cleaning chemicals) necessary for the performance of the work at CCMEO unless otherwise specified or called for herein. The proposer will be responsible for providing all janitorial supplies necessary to do the work, except for *paper towels, toilet tissue, antibacterial hand soap, hand sanitizer, and red bio-hazardous bags*. These supplies and materials shall be of a quality to conform with applicable Cook County Medical Examiner's Office specifications as prescribed. Before beginning the work of the contract, the Contractor shall submit to the Safety Compliance Officer a list giving the name of the manufacturer and the brand name of each of the materials that The proposer to use in the performance of the work, and they shall not use any material which the CCMEO determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the buildings, its contents or equipment. All materials and supplies as approved for execution of this contract shall be in original containers with labels securely affixed until consumed. Approval by the CCMEO does not relieve the proposer of full responsibility and liability for using the correct equipment and material.

2.2.2. The work tasks are listed in the attachment titled "Cleaning Tasks and Frequency Schedule". All work shall be performed in strict accordance with the conditions, provisions, standards, and specifications described herein and all supplies, labor, material, components, equipment, and appurtenances necessary to provide the services shall conform to the best practice known to the trade in design, quality, material, and workmanship and are subject to the specifications in full.

#### **B. Additional Work and Or Special Services:**

1. Provision of services in addition to or separate from the services specified herein, may be deemed necessary by the Deputy Executive Officer, Business Manager II, or assigned authorizer. The proposer may be requested to perform additional or special services for events such as dedication events or other such unusual events, moving furniture and supplies, special cleaning requirements outside of the regular schedule, etc.

2. Emergency 24-hour service will be available at the request of the Cook County Medical Examiner's Office. Pricing will be based on the unit price rates as bid under "Additional Work and Materials" in the Proposer Bid Price Offer. The proposer shall have sufficient forces to be able to furnish labor at a straight time rate, with the understanding that work on holiday's may be at a different rate, as bid.

### **C. Conduct of The Work:**

1. Cleaning to specified standards is required, including full performance of all specified services on the first official working day of the Contract period. The Contractor shall require its employees to comply with the instructions pertaining to conduct and building regulations given by the CCMEO.
2. The proposer will furnish and provide all necessary labor that meets the laws and specifications of the Cook County government required for the efficient performance of all services specified. The proposer must have all required insurances and required business licenses. The proposer provides supervision to the full extent contained in these specifications and such labor must conform fully to the pertinent conditions of maintenance required. All personnel employed by the contractor will be fully trained, certified, and qualified to provide the services specified and to conform satisfactorily to the conditions of performance detailed in this contract.
3. The proposer will be required to provide a monthly work schedule to the Business Manager, Safety Compliance Officer or designee detailing employee assignments by time, duties and area assigned. Assignments of new or reassignment of current employees must be approved in advance by the Deputy Executive Officer, Business Manager, Safety Compliance Officer, or designee. Temporary assignments or the use of the reserve "pool" to cover absences of regularly assigned personnel for periods not to exceed one (1) week will be exempt from this requirement. The contractor will be required to have one staff to carry and respond to the CCMEO two-way radios (to deal with emergencies
4. The proposer must maintain a pool of qualified employees to cover absences and terminations. The proposer must designate a minimum of one (1) supervisor who must be available between the hours of 9:00 a.m. to 6:00 p.m. Monday through Friday, excluding County recognized holidays, to respond to customer complaints, to conduct and document routine weekly inspections, and to be the central point of contact to resolve any problems that may arise. The proposer must ensure that supervisory personnel are available in a timely manner. Repeated inability to contact supervisory personnel in a timely manner may result in non-compliance.

### **D. Cleaning Methods and Material Qualities:**

The proposer is responsible for determining the type, quality and characteristics of all building materials which have been used in the facilities which are to be serviced under this agreement. The proposer shall be responsible for the determination of the proper cleaning method for each building material serviced under this agreement so that the CCMEO shall remain in good and proper condition, ordinary wear and tear and unavoidable accident excepted.

The proposer shall provide daily "Janitorial Services" for the CCMEO and the outside perimeter of the building which includes but is not limited to the exterior entrances/exits, parking lot, dock area, dumpster area, outside common areas, concrete areas, and exterior windows. The proposer must be familiar with relevant Center for Disease Control Guidelines for Disinfection and Sterilization in Healthcare Facilities

1) and must comply with all applicable cleaning schedules, policies or protocols the CCMEO develops to comply with safety provisions set forth in Title 29 of the Code of Federal Regulations.

The Contractor 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 CCMEO. An outline of the planned quality control program must be submitted and approved to the CCMEO prior to services being provided under this contract, in writing at the time of the bid or upon acceptance of the contract.

The Contractor must provide a stand-alone automated attendance clock-in system to track daily time and attendance of the janitorial staff and supervisors. Reports must be available for review by the CCMEO upon request.

The Contractor 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.

#### **E. Quality Control Plan**

Within 14 days of the execution of the contract, the proposer must submit a Quality Control Plan (QCP) to the Business manager, Safety Compliance officer (or designee) for review and acceptance. The basic premise of the QCP is that the proposer is responsible for Quality Control. All methods, procedures, and forms must support this premise. The QCP must clearly identify how the proposer will monitor its own work to ensure that the work is performed and meets the standards established in the contract. The QCP must provide for the inspection and assessment of the quality and progress of the work at each site where work is being performed. The QCP will be designed to keep the proposer's management and the CCMEO informed of all issues affecting quality, to include timely and effective corrective action for all deficiencies. These inspections will be in addition to the requirement for daily supervision. The QCP records shall, in part, consist of checklists of inspections and must indicate the nature, frequency, and number of observations made, number and type of deficiencies found, and the nature of corrective action taken as appropriate.

The Quality Control Plan should include the following:

1. How the proposer will control the quality of supplies and services.
2. How green cleaning compliance will be accomplished.
3. Janitorial Services for the Cook County Medical Examiner's Office.

4. An inspection plan, with inspection checklist(s) that are tailored to the different tasks and each site covered in the Schedule of Services
5. How service calls will be monitored and responded to in a timely manner.
6. A communication plan on how the proposer will communicate with the Building Operations Manager (or designee) for service calls, emergencies, etc.
7. A system to ensure that the proposer employees are notified of deficiencies, that the noted deficiencies are corrected (if possible); and that the employees are counseled / retrained as necessary to ensure that the deficiencies do not recur.
8. A system that provides the Building Operation Manager (or designee) access to all the proposer documentation, reports, and files (to include any forms on which quality control inspections are documented) with respect to the proposer quality control inspections and any corrective action taken.
9. If there is a corporate/home office, how it will provide contract support, services, and controls.
10. The identity of all personnel who will be performing QC inspections by name, and title. Verification that the person who performed the work did not perform the QC inspections.

When the QCP is returned by the Business Manager (or designee) for revisions or corrections, the Onsite Manager must resubmit the QCP within seven (7) days of receipt from the Business Manager (or designee) with the requested revisions or corrections. The proposer will not implement any changes to its approved QCP prior to review and acceptance by the Business Manager (or designer).

The proposer must perform QC inspections by qualified personnel (i.e., personnel knowledgeable of all technical aspects of the work which would allow identification/discovery of improperly performed services) and provide documentation of the inspection results to the Safety Compliance Officer (or designee) monthly. The documentation must be signed and dated by the onsite supervisor at the time the inspection is completed.

The QCP is a living document and may be subject to change depending on the needs of the contract and experience during the performance of the work under the contract. When the QCP is revised, the proposer is required to provide an updated QCP to the Building Operations Manager (or designee) for review and acceptance.

### **2.3 CLEANING SPECIFICATIONS**

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

#### **2.3.1 WASTE REMOVAL**

Bag and place waste in dumpsters, leaving the area neat and free of trash. Do not remove items 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 to management. All non-infectious waste material shall be removed from trash cans and placed in trash dumpsters. Infectious waste containers will be taped and moved to the pick-up area. Infectious waste containers will be assembled and placed in designated areas on the first and second floors. The proposer shall replace trash can liners with new liners compatible with trash can size. The proposer will be

responsible for providing the trash liners. There are approximately 60 trash cans in the facility. The proposer shall 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 daily.

### 2.3.2 TERRAZZO, GRANITE, CONCRETE AND TILED FLOORS AND STAIRWAYS

The proposer must utilize environmentally friendly methods in performance of daily routine dust mopping and wet application of soil removal to keep facility at optimum appearance.

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

When damp mopping, the proposer 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 the floor clean and free of streaks, stains, and film. Scrub soiled area as needed with the 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 a strong cleaning solution is used, the 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 proposer must implement a restorative versus spray buff system.

When stripping and refinishing floors, the proposer 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 a new finish. Apply wax using a new mop or other equipment according to the 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, the proposer shall use a new mop and concrete floor sealer. Apply a minimum of two coats of sealer, according to manufacturer's instructions. Floors must be totally clean and dry immediately prior to sealing.

When scrubbing and disinfecting, the Contractor shall scrub floors 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. Contractor shall sweep or dust mop prior to scrubbing to remove loose dirt and dust. The Contractor shall also wipe the base with a clean cloth or sponge and germicidal cleaner.

The blue non-skid floors in the RED ZONE and Autopsy rooms should only be cleaned with Lysol brand I.C. Quaternary Disinfectant Cleaner daily. Stripping and waxing of these floors are prohibited. If additional maintenance is required in the future beyond this daily cleaning, the OEM will notify the Janitorial Supervisor.

Special attention will be given to vital areas within CCMEO's 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 as determined by the CCMEO.

The contractor shall wet mop granite floors during inclement weather to clean 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 Contractor's ability.

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

The Contractor shall use a de-foamier if necessary to remove previous shampoo build-up from the carpet. The Contractor 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, separation, staining, fading, or chemical build-up to the carpets.

### 2.3.3 CARPET CLEANING SCHEDULING

The proposer shall schedule and perform the carpet cleaning services within seven calendars days of notification by the CCMEO.

Carpet cleaning shall be performed after 5 p.m., Monday through Friday or on a weekends and holidays, except for instances that may require service during the regular workday, Monday through Friday, a.m. through 5 p.m.

### 2.3.4 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.

### 2.3.5 FIXTURES AND FURNITURE

Drinking fountains and water coolers/dispensers shall be scrubbed and disinfected using a germicidal cleaner and sides of fountain polished with a clean cloth, leaving the water fountain clean and free of streaks and film.

The proposer shall dust furniture upon request of CCMEO occupant. Dust only those surfaces that are cleared of papers and other possessions of the occupants.

The proposer shall clean furniture by damp wiping vinyl, plastic, or leather furniture and vacuuming cloth furniture to remove all loose dirt, lint, and dust upon request of the CCMEO occupant.

The proposer shall dust blinds using a cloth treated with a non-oily dressing to remove all dust, loose dirt, and webs.

The proposer shall clean First Aid Kits using a clean cloth dampened with neutral cleaner.

The proposer shall clean handrails and accessories using a clean cloth dampened with neutral cleaner. The proposer shall wipe dry and polish all metal surfaces.

### 2.3.6 RESTROOM FIXTURES AND ACCESSORIES

The proposer shall clean restroom fixtures and accessories daily, always cleaning from high to low, toward doorways; completing dry tasks prior to wet cleaning operations.

The proposer shall 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 the 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.

The proposer shall clean and disinfect toilet accessories including dispensers, disposals, shelves, mirrors, partitions, dividers between urinals, 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.

Toilet paper, paper towels and soap will be purchased by CCMEO, and the Contractor shall replace these items as necessary to keep supplies from running out.

### 2.3.7 GLASS

When cleaning door glass, the proposer shall clean both sides of glass and wipe dry leaving glass transparent and free of streaks, and smudges. The contractor shall clean both sides of the interior and exterior of east and north facing lobbies and vestibule windows 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. 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.

The proposer 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. Window sashes, sills, jambs, mullions, and other interior/exterior window surfaces shall be cleaned with an appropriate cleaner and wiped dry.

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

### 2.3.8 GLASS CONTINUED

All interior window space areas shall be cleaned to remove loose dirt, dust, and insects. Chemicals and solutions used in the cleaning process shall conform to all Federal, State, OSHA, local requirements and meet Green Seal or Ecologic Standards. The Contractor 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.

Lobby areas have enclosures with bullet proof glass in which the cleaner specified in the list of supplies needed should be used.

### 2.3.9 EXTERIOR

The Robert J. Stein Institute of Forensic Medicine and the outside perimeter need to be cleaned daily and in accordance with this contract. All exterior Entrances/Exit Areas, the parking lot, outside common areas, concrete areas, exterior windows, and shall be cleaned by sweeping concrete surfaces, removing trash, leaves, grass, and other litter. The link mats shall be cleaned by sweeping free loose dirt and other foreign matter.

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

The area around the dumpster should always remain clean and free of debris. Trash in dumpster should not protrude out of dumpster at any time.

### 2.3.10 COOLERS

The main cooler will be scrubbed seven days a week between 2:00 p.m. and 4:00 p.m. Use of high-pressure steam hose that has been provided. Floors and walls must also be disinfected. The contractor will coordinate with Forensic Tech Supervisors to clean under body racks to keep cooler floors clean and free of debris.

## **2.4. JANITORIAL CLEANING IN THE LABORATORIES & AUTOPSY AREA**

### 2.4.1 BIOHAZARDOUS WASTE CLEAN-UP PROCEDURES

The contractor 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 Contractor shall ensure that employees are sufficiently experienced, trained, and capable to take the necessary precautions, using appropriate chemical(s) and techniques, when dealing with the cleanup of all bodily fluids and waste in such a manner to minimize the possibility of exposing facility occupants to

blood-borne pathogens. The Contractor will be responsible for cleaning up the following bio- hazardous waste:

2.4.1.1 Human blood and blood products: All human blood, blood products (such as serum, plasma, and other blood components) are 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 flu.

or tissues containing visible blood.

2.4.1.2 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.

2.4.1.3 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.

## 2.4.2 CLEAN-UP PROCEDURES

2.4.2.1 Large or small spills with splash potential: The contractor must first use an absorbent material to soak up and contain spills with absorbent powder/paper towels; pour disinfectant directly onto material to disinfect; a broad spectrum disinfectant such as a 10% bleach solution 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 the spill to complete disinfection and wipe up with paper towels to be put into bio-hazardous waste containers.

2.4.2.2 Dried bodily fluids or small spills with low splash potential: The contractor must use an absorbent material to soak up and contain spills 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 bio-hazardous waste containers.

## 2.5 OFFICE OF THE MEDICAL EXAMINER CLEANING SCHEDULE

All areas to be maintained are located within and surrounding the confines of the CCMEO's building. This includes all designated office and conference room areas, lounges, intake, and investigation areas, laboratories, autopsy and x-ray areas, entrance lobbies, corridors, locker rooms, lavatories, passageways, stairways, all outdoor areas, including the dock and trash receptacle area, walkways and open areas, and engineering and basement areas. Engineering areas include the basement pump room and the penthouse boiler room.

**I. DAILY CLEANING REQUIREMENTS: General Cleaning**

- A. Waste Removal from all areas twice a shift or as needed.
- B. Washrooms (18) twice per shift or as needed (inspected every hour)
- C. General Office, Conference Rooms, Lounge Areas, Lobbies, Public Areas
- D. Laboratories, Other Areas as Designated
- E. "Red Zone:" Autopsy and X-Ray Areas Intake
- F. Terrazzo, Granite, Concrete and Tiled Floors and Stairways
- G. Carpeting, Carpet Runners, and Mats
- H. Outside area and Parking lot

**II. WEEKLY CLEANING REQUIREMENTS: Walls, Floor Scrubbing/ Stripping Air ducts Polishing**

- A. Lobby windows, furniture
- B. Washrooms
- C. Laboratories, Other Areas as Designated
- D. Red Zone Autopsy rooms And X-Ray Areas and Coolers
- E. Break room and Conference room furniture
- F. Carpeting, Carpet Runners, and Mats
- G. Dock area ensure free of debris and obstructions

**III. MONTHLY CLEANING REQUIREMENTS: Waxing, Carpet Cleaning**

- A. Washrooms
- B. General Office, Conference Rooms, Lounge Areas, Lobbies, Public Areas

- C. Laboratories, Other Areas as Designated
- D. Autopsy and X-Ray Areas
- 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.
- F. Transport used shred bin files to dock return empty bins to destination.
- G. Scrub Cooler floors in

IV. QUARTERLY CLEANING REQUIREMENTS

- A. General Office, Conference Rooms, Lounge Areas, Lobbies, Public Areas
- 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.

V. SEMI-ANNUAL CLEANING REQUIREMENTS Deep Cleaning & Sanitation

- A. General Office, Lobbies, Lounges, Public Areas
- 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.

VI. ANNUAL CLEANING REQUIREMENTS

- A. General Offices, Lobbies, Lounges, Public Areas

VII. "AS NEEDED" CLEANING REQUIREMENTS

- A. Carpeting
  - 1. Inspect for spots and stains. Remove if possible.
  - 2. De-sanitize.

- B. Carpet Runners and Mats
  - 1. Spot cleaned
- C. Terrazzo, Granite, Concrete and Tiled Floors and Stairways
  - 1. At onset of contract the contractor 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 urethane or silicone.
  - 3. CCMEO will supply work sheets on Terrazzo floor care.

## 2.6 Equipment and Materials

### 2.6.1 EQUIPMENT

The contractor shall provide at least the following equipment, but such equipment may be increased by the contractor's need or upon the County request. The contractor is responsible for providing equipment and always maintaining such equipment in good working order and shall replace such equipment if necessary or requested:

Two (2) Upright Vacuums.

Two (2) 16 – 20-gallon Shop Vacuums (dry/wet). One (1) Backpack Vacuum.

One (1) Shampoo Machine.

One (1) Rotary Scrub Machine.

One (1) High Speed Buffing Machine. One (1) Floor Burnisher.

Two (2) Janitorial Carts.

One (1) Walk-Behind Floor Scrubber.

### 2.6.2 SUPPLIES

The supplies listed below must be provided by the contractor. The CCMEO reserves the right to add or delete any of the supplies listed herein. Any protective equipment items for staff (gloves, masks, etc.

### 2.6.3 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 of hospital grade quality.
- D. Disinfectants must be EPA registered and utilize the dilution control metering system.
- E. Cleaning clothes must be microfiber.
- F. All bodily fluid cleans 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 optimal use of cleaning solutions. Floors burnishes must be cord electric and operate at a minimum of 2,000 rpm.
- H. All carpet cleaning equipment must be extraction method of commercial grade equipment.
- I. The Contractor shall be responsible for all personal protection equipment needs for their staff.

## **2.7. MATERIAL SPECIFICATIONS**

The contractor shall supply all materials and supplies listed under the above Section 6 Supplies and Section 7 Material/Supplies for the performance of this work. CCMEO will provide toilet paper, paper towels and soap. A complete and descriptive list of materials and supplies to be used for these services shall be submitted to the OM CCMEO E upon award of contract. This list shall be kept updated should any materials or products be changed. The CCMEO reserves the right to prohibit the use of any product should it be deemed to be in the best interest of CCMEO. Material Safety Data Sheets (MSDS) shall be posted conspicuously wherever cleaning supplies are stored on CCMEO's property, including custodial closets and vehicles. Two copies of all SDS sheets shall be submitted to the CCMEO upon award of contract.

## **2.8. HEALTH SAFETY**

- 2.8.1 All solutions or solutions must be approved by the Occupational Safety and Health Act.
- 2.8.2 The Contractor shall train their personnel regarding all hazardous-related materials within the workplace. The training must be completed prior to servicing this contract and applies to all employees, including temporary employees. Annual refresher training is required for all employees.
- 2.8.3 All MSDS must be available for all cleaning chemicals used in the building. The Contractor must provide detailed contact information of the person responsible for maintaining the SDS binder.
- 2.8.4 Contractor must ensure that all employees or agents must abide by all safety rules and regulations that may be promulgated from time to time by the CCMEO.

## **2.9 COMMUNICATIONS EQUIPMENT**

The Contractor shall provide the daytime employees and the evening supervisor with a cellular phone so that the CCME0 switchboard may contact such employees for emergencies such as spills, cleaning needs, etc. Cellular phones and pagers must be charged and kept in working order by the Contractor. The Contractor is required to have one employee to carry and respond to a two-way radio always provided by the CCME0. The two-way radio must be charged and kept in working order by the Contractor. Any problems with the two-way radio must be immediately reported to the CCME0.

#### **2.10. MONTHLY MEETINGS**

The contractor shall meet with the Business Manager of the CCME0 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.

#### **2.11. WORK AREA**

The Contractor shall always 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 Contractor's material storage, if needed.

#### **2.12. SECURITY/BACKGROUND CHECKS**

Each employee of the Contractor assigned to work at the CCME0 must be interviewed, screened, references checked, and must have undergone a thorough criminal background investigation- including, but not limited to, fingerprint check, criminal records check, sex offender registration records check, and drug test at the Contractor's expense. Contractors must submit documentation either with their bid or within five (5) business days upon request from the Office of the Chief Procurement Officer.

All employees shall be thoroughly screened before working at the location specified herein. All employees must carry their personal photo identification cards and name tags. No person 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.

In instances where negative or incomplete information is obtained, the Contractor and the CCME0's appropriate management will assess the potential risks and liabilities related to the job's requirements and determine whether the individual should be assigned. If a decision not to assign a candidate is made based on the results of a background check, there may be certain additional Fair Credit Reporting Act (FCRA) requirements that will be handled by the Contractor in conjunction with the employment screening service (if applicable).

#### **2.13. Bidder/Personnel Qualification**

2.13.1 The contractor shall submit with bid proposal the following information about their firm:

2.13.1.1 With its bid submission, the contractor shows proof that it has at least five years' experience performing the services specified herein including but not limited to major laboratory, hospital and/or medical facility. A contractor's failure to provide such information may disqualify them for a contract award.

2.13.1.2 With its bid submission, The Contractor will provide letters of reference showing proof of service to other clientele performing services specified herein but not limited to major laboratory, hospital and or medical facility. In this letter contact information of the reference must be provided

2.13.2 All personnel assigned to service this contract must meet the following qualifications:

2.13.2.1 All personnel must be able to read and comprehend instructions, directions, warnings and speak English.

2.13.2.2 Must be the minimum age of 18.

2.13.2.3 Have a high school diploma, or a G.E.D.

2.13.2.4 Be a citizen of the United States.

2.13.2.5 Be able to read, write, and speak English.

2.13.2.6 Must have Certified training in 10-30 hours OSHA and Blood borne pathogens

2.13.2.7 Be free of any physical impairment.

2.13.2.8 Must be physically capable of maintaining order and composure when around decedents in the Autopsy area ("Red Zone")

2.13.2.9 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 in standard operating procedures, proper sequencing of cleaning steps, proper use of personal protective equipment and be qualified to perform custodial services as specified in this bid. The Contractor must provide evidence of qualifications for any personnel performing work under this contract upon request by the CCMEO.

2.13.2.10 Contractor's custodial personnel servicing this contract must be supervised by one or more designated supervisors qualified in directing the type of custodial services described herein. The supervisor must always be available while the work is in progress to receive notices, reports, and/or requests from the CCMEO.

2.13.3.1 The CCMEO will issues the custodial staff one Radio and three sets of keys for the facility. The keys and radio with the exception of the Supervisor are to stay on facility's grounds at all times. Keys lost or damaged will be replaced at the expense of the contractor. The Replacement fee for Key replacement will be \$50.00 If the radio is damaged or lost the cost to replace will be assessed by the CCMEO Safety Compliance Officer and billed to the vendor.

## 2.14. Scheduling

14.1 The required hours of are operation for the custodial staff will be between 6 am and 10 pm. Shifts are broken down as following:

- Mornings: 6:00 a.m. – 2:00. p.m. (one employee)
- Supervisor: 9:00a.m. -6:00 p.m.
- Red Zone: 11:00 a.m.-7 p.m. (One employee)
- Afternoon: 2:00 pm-10:00 p.m. (Two-three employees)

14.2 Example of Scheduling

- Alpha
- Supervisor
- Red Zone
- Delta
- Gamma
- Epsilon
- Charlie (Part-time)
- Javalin (Part-time)

		SUN	MON	TUE	WED	THR	FRI	SAT
6:00am	2:00pm	Gamma	Alpha	Alpha	Alpha	Alpha	Alpha	C/J
11:00a m	7:00pm		Sup	Sup	Sup	Sup	Sup	
11:00a m	7:00pm	Epsilon	Red Zone	Red Zone	Red Zone	Red Zone	Red Zone	Epsilon
2:00pm	10:00p m		Gamma	Gamma/Charli e	Epsilon	Epsilon/ Javalin	Gamma	
2:00pm	10:00p m	Delta	Delta	Delta	Delta/ Charlie	Delta	Epsilon/ Javalin	Gamma

Hours are subject to change with approval from the MEO Deputy Officer or Business Manager.

2.15. Uniforms

When working on site the Janitorial staff must have proper uniform. The uniform must consist of the following but not limited to:

- Top; with company logo: visible for Identification
- Bottoms: Pants, slacks, tan or dark colored
- Closed toed slip resistant shoes.
- MEO issued badge.

All articles of clothing must be clean, free of rips, dirt and deep stains. Should be neat and “pressed like”.

**EXHIBIT B**  
**PRICE PROPOSAL**



Diamond 7 Enterprises, Inc.  
2324 185<sup>th</sup> Place, Lansing, IL 60438  
(708) 932-6417  
[diamondinc121@gmail.com](mailto:diamondinc121@gmail.com)

June 18, 2024

Dear Mr. D'Angelo Tolbert,

Diamond 7 Enterprises Inc. is submitting pricing Quote for the custodial maintenance at the Cook County Medical Examiners building 7 days a week. Janitorial staffing, supervisor, cleaning materials, and equipment will be supplied by Diamond 7 Enterprises, Inc. as stated in the statement of work provided by the Cook County Medical Examiner's Office located on 2121 W. Harrison Street Chicago, IL 60612.

TERM: JULY 1, 2024 THRU DEC. 31 2024

MONTHLY COSTS: \$43,450.00

Diamond 7 Enterprises Inc.

Thank you,

Denise Jones CEO



- . Coverage is primary and non-contributory
- . See Waiver of Subrogation (Noted)