



# COOK COUNTY HEALTH

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## COOK COUNTY HEALTH (CCH)

### REQUEST FOR PROPOSAL (RFP) # H23-0021

#### TITLE: PROVISION OF ENVIRONMENTAL SERVICES (EVS) MANAGEMENT AND SUPPORT STAFF

**GENERAL DESCRIPTION:** CCH requires qualified firm(s) to provide management of EVS services and / or EVS support staff.

**DATE ISSUED:** March 29, 2023

**VENDOR SITE INSPECTION:** April 4, 2023

**VENDOR QUESTIONS DUE DATE:** April 10, 2023, by 2:00 P.M. CT.

**RESPONSE/ PROPOSAL DUE DATE:** May 4, 2023, by 2:00 P.M. CT.

Responses to this RFP shall be submitted no later than **2:00 PM (CT) on May 4, 2023** by sending an electronic copy via email to [purchasing@cookcountyhhs.org](mailto:purchasing@cookcountyhhs.org).

All questions regarding this RFP should be directed to <https://forms.office.com/r/gDFVcyhjxZ>.

The RFP and related Addenda will be posted on the <https://cookcountyhealth.org/> website under the "Doing Business with CCH" tab.

#### **MANDATORY SITE INSPECTION:**

**The facilities in scope will be available for site Inspections. Cook County Health will host one group visit on April 6, 2023 from 9:00 am -11:00 am CT at Stroger Hospital (1969 W Ogden Avenue, Chicago, IL 60612) and one group visit on April 6, 2023 from 1:00 pm -3:00 pm CT at Provident Hospital (500 E 51st Street, Chicago, IL 60615). Proposers must still schedule the site Inspection with Cook County Health by emailing [purchasing@cookcountyhhs.org](mailto:purchasing@cookcountyhhs.org). Please note that no more than 2 representatives per Proposer are permitted on the tour. Additional detail will be provided when the tour scheduling email is received by purchasing. If Proposer does not participate in site Inspection, this is cause for removal from consideration.**

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**1. Hospital System Background**

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

The System operates John H. Stroger, Jr. Hospital of Cook County, which is a tertiary, acute care hospital and Provident Hospital of Cook County, a community acute care hospital.

The System also operates: the Ambulatory and Community Health Network, a system of sixteen (16) clinics offering primary care services in medically underserved areas and schools; the Cook County Department of Public Health, the certified local public health department for most parts of suburban Cook County, which provides limited clinical services, as well as communicable disease control, environmental health and prevention and education services; Cermak Health Services of Cook County, a health facility operated within the confines of the Cook County Department of Corrections which provides health screening, primary and specialty care for detainees; and the Ruth M. Rothstein Core Center, a comprehensive care center for HIV and other infectious diseases.

**2. Purpose**

CCH seeks to identify competitive and qualified proposers of Environmental Services that can assist CCH achieve financial savings, improve safety, quality and patient experience, and adhere to best practices.

**3. Business Goals and Objectives**

CCH intends to award one contract for a period of 36 months plus two (2) 12-month extension options. Through the provision of services identified in this RFP, the selected proposer shall assist CCH in meeting the following business goals and objectives:

- a) Provide consistent and effective management of Environmental Services
- b) Implement effective protocols to improve facility cleanliness and environment
- c) Reduce risk for hospital acquired infections due to environmental factors
- d) Monitor performance and improve data visibility, transparency and reporting
- e) Identify and prioritize optimization potential to implement optimization programs
- f) Identify continuous process improvements, and provide innovation through best practices and technology tools
- g) Fully Execute agreement with 08/01/2023 as Effective Date (tentative)



**4. Schedule**

CCH anticipates the following schedule.

Activity	Estimated Date
RFP posted to the website	03/29/2023
Vendor Site Inspections	04/06/2023
Vendor Questions Due Date	04/10/2023 - 2:00 pm CT
CCH response to Vendor Questions (tentative)	Week of 04/17/2023
Proposal Due Date	05/04/2023 - 2:00 pm CT
Evaluation of Proposals (tentative)	05/04/2023 through 06/30/2023
Decision Notifications (tentative)	07/03/2023

**5. Scope of Work**

**5.1 Overview**

This RFP is for Environmental Services at the main Stroger campus (Stroger Hospital, Professional Building, CORE Center, and Harrison Square) and the Provident campus (Provident Hospital and Sengstacke Outpatient Center). There are 2 components to this RFP: EVS Management and Support Staff augmentation.

EVS Management:

- Vendor is responsible for overseeing operations at Stroger Hospital, Core, Harrison Square, Professional Building, and Provident Hospital
- Vendor must provide a System Director for EVS and then collaborate with Cook County Health to fill out the remainder of the organizational chart for a fully staffed management staff; representative EVS management staff may include unless otherwise recommended by the vendor:
  - Stroger Campus: 1 Director, 2 AM Managers, 2 PM Managers, 1 Night Manager, 1 Training Manager, 1 Project Manager, 4 AM Supervisors, 4 PM Supervisors, & 2 Night Supervisors
  - Provident: 1 Manager, 1 AM Supervisor, 1 PM Supervisor, & 1 Night Supervisor
- All duties assigned to the EVS Director will be handled by the person placed in the role from the awardee
- Vendor will oversee both insourced Cook County Health EVS staff as well as outsourced EVS Support Staff from one or more vendors
- Vendor must include a training program including implementation and continued maintenance of the training

EVS Support Staff Augmentation:

- Vendor is responsible for providing hourly EVS Support Staff
- Vendor will quickly flex up and down as needed by the management of the EVS department



- Vendor will keep documents for their staff readily available in case of audits, both internal and external

Cook County Health seeks Proposals for **one of the three** options below:

- EVS Management;
- EVS Support Staff;
- EVS Management and Support Staff

The facilities seeking the services include:

- Stroger Hospital
  - The net cleanable square feet is 1,150,000 over 9 floors
  - The facility is licensed for 450 beds with an average daily census of 305
  - There are 22 operating rooms and multiple procedural spaces
  - This area is cleaned today primarily by Cook County Health staff and the majority of the management are Cook County Health employees
  - Outpatient spaces are open approximately 7:00am-6:00pm CT
- Professional Building
  - The net cleanable square feet is 265,000
  - The facility is attached to Stroger Hospital via an interior walkway
  - The first four floors provide outpatient care and the remaining floors are office space
  - This area is cleaned today primarily by Cook County Health staff and the majority of the management are Cook County Health employees
- CORE Center
  - The net cleanable square feet is 56,000
  - The facility is an outpatient center specializing in HIV/AIDs
  - This area is cleaned today primarily by Cook County Health staff and the majority of the managements are Cook County Health employees
- Provident Hospital
  - The net cleanable square feet is 336,000
  - The facility is licensed for 48 beds and has an average daily census of 15
  - There are 8 operating rooms in the surgical space
  - This area is cleaned today primarily by Cook County Health staff and the majority of the management are Cook County Health employees
- Harrison Square
  - The net cleanable square feet is 64,000
  - This facility is a leased building where Cook County Health occupies half the building
  - The 1st floor is an entry way, floors 2 and 3 provide patient care, and the remaining floors are office space
  - This space is managed by the Cook County Health team and the cleaning is all agency staff today
  - It is currently cleaned during 1st and primarily 2<sup>nd</sup> shift

Cook County Health currently purchases its own supplies and equipment; these are not to be included in the Proposal.

## **5.2 Requirements**

Proposers must provide a succinct description of their ability to meet each of the following requirements or confirm if such services are not available as part of the memberships.

### **Please complete Attachment E: CCH Environmental Services Requirements file.**

**5.2.1** Contractor will be responsible for insuring the security of the building during and upon completion of the specified work. This includes, but is not limited to, insuring that EVS staff will not permit non-employees to enter the building. This includes the proper setting and re-setting of the alarm system. Any contractor staff that permits the entry of non-contractor employees to any site will result in that employee's immediate removal from that site and will not be allowed to work in any Cook County Health System facility for the duration of the contract.

**5.2.2** All contracted staff must complete staff onboarding requirements and obtain CCH identification badge. EVS staff will wear contractors' uniform. CCH Identification badge must be worn above the waist and be visible at all times. All uniforms must be clean, neat and worn by staff when on duty. Shirts must be fully buttoned and tucked in. Contractor will have exit process that includes obtaining CCH badge in the event the employee leaves the company. Contractor will be responsible for obtaining new badges for EVS staff prior to the expiration date. Contractor will provide documentation that all personnel assigned to provide Services on-site at a CCH facility will have had a fingerprint based background check, drug and TB tests, and designated immunizations/vaccinations. The costs of all such checks, tests and immunizations/vaccinations shall be borne by the Contractor.

**5.2.3** Contractor will maintain adequate inventory of all cleaning equipment, supplies, chemicals and hand tools.

**5.2.4** Contractor is required to provide written evidence upon request that employees have been trained on using products according to manufacturers' requirements.

**5.2.5** Contractor will be liable for damages that occur to the building or its equipment due to Contractor's employees or representatives. All events/incidents must be reported in writing within 24 hours to CCH for immediate incident resolution. Failure to report an incident to CCH could result in contract termination.

**5.2.6** Contractor will report any unusual occurrences to CCH administration. This includes any disruption in any utility, and problems with trash or biohazard containers. All events/incidents must be reported in writing within twenty- four (24) hours to CCH for immediate incident resolution. Failure to report an incident to CCH could result in contract termination.

**5.2.7** Monthly rounds will be conducted between the Site Administrator and Contractor. Contractor will prepare a schedule for the rounds for one year in advance and submit to Site Administrator for approval. Written documents will be provided by the Contractor on a monthly basis. The cleaning grid will be used for identifying deficiencies and corrective action plan will be

provided in writing within twenty-four (24) hours to correct any deficiencies identified. If Contractor does not respond in writing within twenty-four (24) hours the Site Administrator must report to CCH the deficiencies. CCH will take further action as required with the Contractor. Contractor will have process to respond to need for ad-hoc services identified through planned and unplanned environment of care audits. This response will be during regular hours unless different instructions are provided by the site administrator.

**5.2.8** Contractor is responsible for the maintenance of confidentiality/privacy of personal protected health information of patients in addition to compliance with all CCH confidentiality policies. Protected Health Information or PHI shall have the same meaning as the term “Protected” health information in 45 C.F.R. 164.501, limited to the information created or received by Contractor from or on behalf of CCH System.

**5.2.9** Red-bags and containers will be removed daily from exam rooms and replaced with new ones. The containers and red-bag waste will be put in the proper containers in the identified biohazard storage rooms.

**5.2.10** Required Training: Contractor is responsible for providing training, subject to approval by CCH Infection Control Department, regarding Universal Precautions to include healthcare Infection Control accepted practices. This training must be provided to all employees prior to assignment at a medical facility. Documentation of this training will be submitted to administration prior to any employee starting work. Complete documentation of the training program, which employees participate in, must be provided as a part of this proposal. If this requirement is not met, your proposal will be disqualified.

**5.2.11** Contractor must submit a detailed staffing plan for providing all identified services as stated within this document.

**5.2.12** Contractor must maintain a timesheet of all employees. Timesheets will be provided to each employee to document start and end times daily. Employees must provide a sign-in time with signature and date a sign-out time with signature and date. Timesheets must be submitted weekly for approval by the Site Administrator and then forwarded to CCH administration for approval and acceptance. Failure to provide all completed timesheets is cause for contract termination.

**5.2.13** Contractor will submit one monthly invoice with approved timesheets attached. The invoices must contain line item detail including labor rate per hour and time by employee, a complete list of cost of supplies, and definition of any other cost incurred. Any invoice received without proper documentation will be considered incomplete and will be returned to Contractor. No payment will be made until all documentation is complete

**5.2.14 Prevailing Wages for Covered Services**

- a. The Services provided pursuant to this Contract are considered “Covered Services” within the meaning of Cook County Ordinances, Section 34-163. “Covered Services” means janitorial cleaning services, window-cleaning services, elevator operator and starter services, and security services.





- b. Contractor certifies that it shall pay its employees assigned to provide Covered Services hereunder not less than the prevailing rate of Wages as defined hereunder, and shall provide not less than the prevailing working conditions, as defined hereunder. Contractor shall provide documentation in support of its certification.
- c. To satisfy the prevailing wages requirement hereunder, wages paid to Contractor's employees will be no less, and benefits and working conditions of such employees will be no less favorable, than those prevailing in the locality in which the Covered Services are to be performed. For purposes of this provision, such Wages, benefits and working conditions shall be as posted by the Chief of the Bureau of Human Resources on the County's website or as posted on the website of the State Department of Labor.

**5.2.15** A complete list of inventory of supplies must be available for inspection on a weekly basis. CCH reserves right to approve or recommend supplies.

**5.2.16** The Contractor providing EVS Management services will be responsible for the following Key Performance Indicators:

- Contractor will maintain 75th percentile or monthly improving numbers for "Cleanliness of Hospital" HCAHPS score. Measure: Press Ganey results by discharge date reported a month in the rear.
- Contractor will maintain 75th percentile or monthly improving numbers for "Courtesy of Person Cleaning the Room" HCAHPS score. Measure: Press Ganey results by discharge date reported a month in the rear.
- Contractor will conduct Quarterly Business Reviews with CCH. Measure: Meeting scheduled and held.
- Contractor will meet 100% passed inspections from governing bodies (Joint Commission for example). Measure: Results of any inspections.
- Contractor will ensure monthly rounding meets 75% threshold of cleanliness or improving. Measure: Survey results from Press Ganey tools by internal CCH staff.
- Contractor will ensure training remains up to date. Measure: monthly reporting of staffing training
- Contractor will ensure minimum staffing levels are maintained. Measure: weekly reporting of staffing levels for management and frontline workers
- Contractor will ensure Bed Turns are under 60 minutes or improving. Measure: monthly reporting of time from request to bed cleaned from teletracking averaged.
- Contractor will ensure response time to ticket requests is under 60 minutes. Measure: weekly reporting from ticketing system on response time
- Contractor will ensure SLAs are met on ticket requests. Measure: Mutually agreed upon SLA attainment on closing tickets.

## **6. Required Proposal Content**

This RFP provides potential Proposers with sufficient information to enable them to prepare and submit proposals. CCH is supplying a base of information to ensure uniformity of responses. It

must be noted, however, that the guidelines should not be considered so rigid as to stifle the creativity of any Proposer responding.

This RFP also contains the instructions governing the submittal of a Proposal and the materials to be included therein, which must be met to be eligible for consideration. All Proposals must be complete as to the information requested in this RFP in order to be considered responsive and eligible for award. Proposers providing insufficient details will be deemed non-responsive.

CCH expects all responses to reflect exceptional quality, reasonable cost and overall outstanding service.

Any page of a Proposal that Proposer asserts to contain confidential proprietary information such as trade secrets shall be clearly marked “CONFIDENTIAL PROPRIETARY INFORMATION” at the top of the page. Additionally, the specific portions of the page that are asserted to contain a trade secret must be noted as such. **However, note that ONLY pages that are legitimately confidential should be marked Confidential. CCH will return proposals that mark all pages Confidential.**

Further, the Proposer is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois Statutes.

Proposals shall not contain claims or statements to which the Proposer is not prepared to commit contractually. The information contained in the Proposal shall be organized as described in this section.

#### **6.1 Executive Summary/Cover Letter**

Please limit this to one page. The cover letter shall be signed by an authorized representative of the proposer. The letter shall indicate the proposer’s commitment to provide the services proposed at the price and schedule. Do not forget to sign your cover letter.

#### **6.2 Response to Scope of Services**

Please insert your response to the Scope of Services, in **Attachment E – CCH Environmental Services Requirements**.

#### **6.3 Proposer’s Profile and Track Record**

Proposer must include a **description** of the organization’s track record as outlined in the ‘Vendor Information’ tab of **Attachment E – CCH Environmental Services Requirements**.

#### **6.4 Key Personnel**

Provide a table with the following information:

- i. Proposed project resources
- ii. Roles
- iii. Copies of each associate’s current job description
- iv. High level skills (project alignment)
- v. Proposed work location for each resource (onsite/offsite)

- vi. Time commitment to the project if awarded

Describe internal standards, policies and procedures regarding training and professional development.

The Chief Procurement Officer reserves the right to reject any key personnel proposed if it is determined not to be in CCH’ best interest. The evaluation of proposals includes the qualifications of the personnel proposed; therefore, proposers must name key personnel as part of their response. Key Personnel must not be replaced during the project without the approval of the Chief Procurement Officer.

**6.5 MBE/WBE Participation**

The Proposer may be comprised of one or more firms as to assure the overall success of the project. The proposer must present a team chart that clearly identifies each team member and specify their role in the project (this should be more detailed than the information provided in the executive summary). For each subcontractor, provide the name of the firm(s), brief company background, level of participation, MBE or WBE if applicable, the type of services each resource, from each firm, will provide. For each MBE/WBE certified firm proposed, provide the appropriate information in **Attachment A - MBE/WBE Utilization Plan**.

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. The County may set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in the Special Conditions. A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

Consistent with Cook County, Illinois Code of Ordinances (Article IV, Division 8, and Section 34-267), and CCH has established a goal that MBE/WBE firms retained as subcontractors receive a minimum 35% MBE/WBE of this procurement. **The Office of Contract Compliance has determined that the participation for this specific contract is 25% MBE and 10% WBE participation.**

The Proposer shall make good faith efforts to utilize MBE/WBE certified firms as subcontractors. In the event that the Proposer does not meet the MBE/WBE participation goal stated by CCH for this procurement, the proposer must nonetheless demonstrate that it undertook good faith efforts to satisfy the participation goal. Evidence of such efforts may include, but shall not be limited to, documentation demonstrating that the proposer made attempts to identify, contact, and solicit viable MBE/WBE firms for the services required, that certain MBE/WBE firms did not respond or declined to submit proposals for the work, or any other documentation that helps demonstrate good faith efforts. Failure by the proposer to provide the required documentation or otherwise demonstrate good faith efforts will be taken into consideration by CCH in its evaluation of the proposer's responsibility and responsiveness.

#### **6.6 Cost Proposal**

Proposers are required to submit one (1) electronic copy **emailed** to the email addresses specified on the cover page).

The pricing information must include any supplemental options or schedules offered by the proposer. All pricing must **include all assumptions** to facilitate Analysis. Proposers should include elements or references to the pricing RFP see **Attachment E – CCH Environmental Services Requirements**.

CCH makes no guarantee that the services or products identified in this RFP will be required. The proposer must provide sufficient pricing details to permit CCH to understand the basis for the RFP.

CCH is neither obligated to purchase the full quantities proposed by the proposer, nor to enter into an agreement with any one proposer.

#### **6.7 Financial Status**

- A. Provide the audited summary financial statements for the **last two fiscal years**. State whether the proposer or its parent company has ever filed for bankruptcy or any form of Reorganization under the Bankruptcy Code, and, if so, the date and case number of the filing.
- B. State whether the proposer or its parent company has ever received any sanctions or is currently under investigation by any regulatory or governmental body.

#### **6.8 Conflict of Interest**

Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the RFP.

## **6.9 Insurance Requirements**

Prior to Contract award, the selected proposer will be required to submit evidence of insurance in the appropriate amounts. However, with its Proposal, the proposer is required to provide a statement on their company letterhead stating their agreement, or objections if any, to meet all insurance requirements stated below. Proposers may also submit current certificates of insurance evidencing compliance with this insurance provision.

The standard Insurance Requirements captured in the sample Contract General Conditions (GC-03) are replaced by the following:

### **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:

- a. Employers' Liability coverage with a limit of:
  - \$ 1,000,000 each Accident;
  - \$ 1,000,000 each Employee; and
  - \$ 1,000,000 Policy Limit for Disease.
- b. Broad form all states coverage

### **Commercial General Liability Insurance.**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use. General Liability limits shall not be less than \$ 1,000,000 per occurrence and \$5,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- a. All premises and operations;
- b. Broad Form Blanket Contractual Liability;
- c. Products/Completed Operations;
- d. Broad Form Property Damage Liability; and
- e. Cross liability.

### **Umbrella/Excess Liability Insurance.**

- a. \$2,000,000 each occurrence for all liability; and
- b. \$2,000,000 in the aggregate per policy year separately with respect to products and completed

### **Professional Liability Insurance.**

- a. \$1,000,000.00 each occurrence; and
- b. \$3,000,000.00 in the aggregate.

### **Additional Insured.**

CCH, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

**Qualification of Insurers.**

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 written consent of the CCH Legal Department.

**Subcontractor Insurance Requirements.**

Contractor shall require that Providers who become Subcontractors to the Selected Proposer perform such functions as utilization review or credentialing hereunder, carry professional liability insurance in an amount of

- a. \$1,000,000 per each occurrence and
- b. \$3,000,000 in the aggregate.

**Cyber/Security and Privacy Liability Coverage.**

This coverage applies damages arising from failure of computer security, or wrongful release of private information, in an amount of at least \$2,000,000 per claim and in the aggregate.

Contractor shall furnish a certificate or certificates of insurance to CCH prior to commencing performance under the Contract which evidences the above coverages. The insurance purchased and maintained by Contractor shall be primary and not excess or pro rata to any insurance issued by the County.

**Additional requirements**

**Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, must name CCH, 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 CCH shall be excess of the Selected Proposer's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to CCH as an additional insured even if they exceed the minimum insurance limits specified above.

**Qualification of Insurers**

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.

**Insurance Notices**

Contractor shall notify the Supply Chain Management with thirty (30) days advance written notice if insurance will be cancelled, materially reduced or non-renewed. The Selected Proposer shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to SCM.

Prior to the date on which the Selected Proposer commences performance of its part of the work, the Selected Proposer shall furnish to SCM certificates of insurance maintained by the Selected Proposer. The receipt of any certificate of insurance does not constitute agreement by CCH 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 CCH to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of the Selected Proposer’s obligations to obtain insurance pursuant to these insurance requirements.

**Waiver of Subrogation Endorsements**

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

**6.10 Contract**

Sample Contract General Terms and Conditions are available in **Attachment B, CCH Sample Master Service Agreement**. Execution of the Contract is not required at the time the qualifications are submitted. However, if the proposer disagrees with any Contract provisions, or is proposing alternate language, it shall include the language for consideration by submitting the proposed redlines on the sample Contract General Terms and Conditions document. CCH will not consider any exceptions or proposed alternate language to the Contract General Terms and Conditions if the proposer does not include these objections or alternate language with the proposal. CCH shall not be deemed to have accepted any requested exceptions by electing to engage a Proposer in negotiations of a possible Contract.

**6.11 Legal Actions**

Provide a list of any pending litigation in which the proposer may experience significant financial settlement and include a brief description of the reason for legal action.

***If no Legal actions are identified, simply state “[Company X] has no pending legal actions in which our firm will experience any significant impact to this Contract.”***

History of Legal Actions for the last 36 months:

Action	Date

**6.12 Confidentiality of Information**

The Selected proposer may have access to confidential information, including Protected Health Information (PHI) to perform the functions, activities, or services for, or on behalf of, CCH as specified in this RFP. The Proposer must acknowledge that if awarded there is a high likelihood that the selected proposer may have access to PHI, in paper or electronic form, and thus, it shall

sign a Business Associate Agreement with CCH. As a Business Associate, the selected proposer will agree to comply with all federal and state confidentiality and security laws and regulations, including HIPAA, HITECH, the Medicaid Confidentiality Regulations, as defined herein, and all other applicable rules and regulations. The proposer must commit to require all staff, including drivers, Attendants, and other personnel, and Subcontractors to complete HIPAA training upon hire, and no less frequently than annually thereafter. CCH reserves the right to review and accept the training program prior to implementation or require the selected proposer to use HIPAA materials or training sessions supplied by CCH.

**6.13 Economic Disclosure Statement**

Execute and submit the Economic Disclosure Statement (“EDS”). The EDS form can be found in **Attachment C - Economic and Disclosures Statement**. The EDS must be submitted in the email with the RFP response.

**6.14 Security Questionnaire**

The Proposer must complete the Security Questionnaire in **Attachment D – CCH Security Questionnaire**. The Security Questionnaire allows Cook County Health to determine the level of risk the organization may be assuming by engaging with a vendor or partner and to make suggestions to improve security practices and enhance the service provided. The Proposer must include the completed Security Questionnaire with the RFP response.

**6.15 Addenda**

Since all Addenda become a part of the proposal, all Addenda must be signed by an authorized proposer representative and returned with the proposal. Failure to sign and return any and all Addenda acknowledgements shall be grounds for rejection of the proposal. Addenda issued prior to the proposal due date shall be made available via Cook County Health website: [http://www.cookcountyhealth.org/about-Cook County Health/doing-business-with-Cook County Health/](http://www.cookcountyhealth.org/about-Cook-County-Health/doing-business-with-Cook-County-Health/)

**7. Evaluation and Selection Process**

An Evaluation Committee comprised of the CCH and County personnel will evaluate all responsive Proposals in accordance with the selection process detailed below.

**7.1. Proposal Assessment**

The Evaluation Committee will review all Submittals to ascertain that they are responsive to all submission requirements.

**7.1.1 Proposal Evaluation**

The RFP provides requirements and data, which will be used as a basis for a written presentation of qualifications of the firm(s) and proposed staff, project approach, systems and methodologies for delivery of the Project. CCH will evaluate the Proposals to establish a list of qualified Proposer for Shortlist.

**7.1.2. Shortlist Proposer Presentation**





The Evaluation Committee, at its option, may invite one or more proposers to make presentations and/or demonstrations. The Evaluation Committee may request that all or a shortlisted group of proposers engage in proactive pricing feedback, submit clarifications, schedule a site visit of their premises (as appropriate), provide additional references, respond to questions, or consider alternative approaches.

**7.2. Right to Inspect**

CCH reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualification of the proposer and any proposed subcontractors and to reject any RFP regardless of price if it shall be administratively determined that in CCH's sole discretion the proposer is deficient in any of the essentials necessary to assure acceptable standards of performance. CCH reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFP.

**7.3. Consideration for Contract**

Any proposed contract including all negotiations shall be subject to review and approval of CCH management, CCH Legal and CCH's Board of System Board. Proposed Contracts are also subject to review by the Cook County Office of Contract Compliance.

Following finalization of Contract documents to the satisfaction of CCH executive management, CCH shall secure appropriate reviews and may approve the proposed Contract for execution in its sole discretion. The identity of the successful proposer shall be posted on the website.

**8. General Evaluation Criteria**

**8.1. Responsiveness of Proposal**

The Proposal(s) will be reviewed for compliance with and adherence to all submittal requirements requested in this RFP. Proposal(s) which are incomplete and missing key components necessary to fully evaluate the RFP may, at the discretion of the Chief Procurement Officer or designee, be rejected from further consideration due to "Non-Responsiveness" and rated Non-Responsive.

Proposer must be compliant with all the submission requirements of the RFP. The Evaluation Committee will evaluate all responsive Proposal in accordance with the evaluation criteria detailed below.

**8.1.1 Criteria Proposal**

Proposals will be reviewed and selected based on qualifications of the Proposer to successfully perform the Services for the County throughout the course of the contract as evidenced by the following criteria:

- A. Ability to achieve the CCH's business goals, objectives, and Scope of Work described in this RFP, by providing a succinct and feasible description of the proposed implementation approach.
- B. Qualifications and experience of the proposer to successfully perform and provide the services described in this RFP, as evidenced by the successful provision of similar services in similar environments and in compliance with all applicable laws.



- C. Relevant Experience
- D. Reasonableness of Overall Price

Price will be evaluated separately for overall reasonableness and competitiveness.

In addition, the Evaluation Committee may review and consider the information and evidence Proposer's responsiveness to the following categories:

1. MWBE Utilization Plan (EDS forms);
2. Financial Status;
3. Conflict Interest;
4. Insurance Requirements;
5. Contract Terms and Conditions (objections and/or suggested alternate language);
6. Legal Actions;
7. Addenda acknowledgement (See Addenda Section)

## **9. Instructions to Proposers**

These instructions to proposers contain important RFP and should be reviewed carefully prior to submitting the Required RFP Content. Failure to adhere to the procedures set forth in these instructions, failure to provide positive acknowledgement that the proposers will provide all services and products or failure to provide acceptable alternatives to the specified requirements may lead to disqualification of the submitted RFP.

### **9.1. Questions and Inquiries**

Questions regarding this RFP will be collected via the link below no later than the date stated in the Schedule.

Link to submit Questions: <https://forms.office.com/r/gDFVcyhjxZ>

Should any proposer have questions concerning conditions and specifications, or find discrepancies in or omissions in the specifications, or be in doubt as to their meaning, they should notify the Supply Chain Management Office via the link provided above no later than the date stated on the Schedule and obtain clarification prior to submitting a RFP.

### **9.2. Pre-RFP Conference (if Applicable)**

CCH will hold a Pre-RFP conference call on the date, time, and location indicated on the cover page. Representatives of CCH will be present to answer any questions regarding the goods or services requested or RFP procedures. If a mandatory pre-RFP conference is required, the proposer must sign the pre-RFP conference or site inspection sheet and include a copy of this sign-in sheet in the response to the RFP.

### **9.3. Number of Copies**

Proposers are required to submit one (1) electronic copy (emailed to the email addressed on the cover page) and no later than the time and date indicated in the RFP.

NOTE: One (1) EDS copy must be submitted separate from the rest of the response.

Each submission must have one (1) complete electronic response package (including Excel file and EDS) emailed to the email addresses on the cover page. The technical response must be a single electronic file (do not submit a file per RFP section). The email must clearly indicate the RFP Number and Title.

**9.4. Time for Submission**

RFP shall be submitted no later than the date and time indicated on the cover page of this RFP. Late submittals will not be considered.

**9.5. Labeling**

The email subject shall clearly indicate the RFP title and proposer's Name with naming convention "**Response RFP # H23-0021 – [Vendor Name]**" to be followed. The email body should include proposer's address and point of contact RFP. The **completed Attachment C - Economic and Disclosures Statement** and **Attachment E – CCH Environmental Services Requirements** shall be submitted in the same email as attachments.

**9.6. Availability of Documents**

CCH publishes competitive bid, RFP, and other procurement notices, as well as award RFP, at [www.cookcountyhealth.org](http://www.cookcountyhealth.org) under the "Doing Business with CCH" tab. Proposers intending to respond to any posted solicitation are encouraged to visit the web site above to ensure that they have received a complete and current set of documents.

**9.7. Alteration/Modification of Original Documents**

The proposer certifies that no alterations or modifications have been made to the original content of this Bid/RFP or other procurement documents (either text or graphics and whether transmitted electronically or hard copy in preparing this RFP). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are apparent and clearly noted in the offered RFP. Proposer understands that failure to comply with this requirement may result in the RFP being disqualified and, if determined to be a deliberate attempt to misrepresent the RFP, may be considered as sufficient basis to suspend or debar the submitting party from consideration from future competitive procurement opportunities.

**9.8. Cost of Proposer Response**

All costs and expenses in responding to this RFP shall be borne solely by the proposer regardless of whether the proposer's RFP is eliminated or whether CCH selects to cancel the RFP or declines to pursue a Contract for any reason. The cost of attending any presentation or demonstration is solely the proposer's responsibility.

**9.9. Proposer's Responsibility for Services Proposed**

The proposer must thoroughly examine and read the entire RFP document. Failure of proposers fully to acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

**9.10. RFP Interpretation**

Interpretation of the wording of this document shall be the responsibility of CCH and that interpretation shall be final.

**9.11. Specifications and Special Conditions**

The specifications in this document provide sufficient RFP for proposers to devise a plan and provide pricing. Minor variations from those specifications will be considered as long as proposers identify any instance in which their services specifications differ from those set forth in the RFP documents.

**9.12. Errors and Omissions**

The proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or CCH. Should the proposer suspect any error, omission, or discrepancy in the specifications or instructions, the proposer shall immediately notify CCH in writing, and CCH will issue written corrections or clarifications. The proposer is responsible for the contents of its RFP and for satisfying the requirements set forth in the RFP. Proposer will not be allowed to benefit from errors in the document that could have been reasonably discovered by the proposer in the process of putting the RFP together.

**9.13. Proposal Material**

The material submitted in response to the RFP becomes the property of CCH upon submission to the Supply Chain Management Office and may become part of a Contract.

**9.14. Confidentiality and Response Cost and Ownership**

All information submitted in response to this RFP shall be confidential until CCH has executed a Contract with the successful proposer or has terminated the RFP process and determined that it will not reissue the RFP. Any page of a Proposal that Proposer asserts to contain confidential proprietary information such as trade secrets or proprietary financial information shall be clearly marked "CONFIDENTIAL PROPRIETARY INFORMATION" at the top of the page. Additionally, the specific portions of a page that are asserted to contain confidential proprietary information must be noted as such. However, note that ONLY pages or specific information that are/is legitimately confidential should be marked confidential and proprietary. **CCH will return proposals that mark all pages Confidential or are copyrighted. All proposals submitted to CCH are the property of CCH.** Further, the Proposer is on notice that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois law, including but not limited to the Illinois Freedom of Information Act [5 ILCS 140 et seq.].

**9.15. Awards**

CCH may, at its discretion evaluate all responsive proposals. CCH reserves the right to make the award on an all or partial basis or split the award to multiple proposers based on the highest rated Proposer and best value to CCH meeting the specifications, terms and conditions in accordance with the evaluation criteria set for in this RFP. If a split award impacts the outcome of the project it must be so stated in the proposal.



**9.16. CCH Rights**

CCH reserves the right to reject any and all offers, to waive any informality in the offers and, unless otherwise specified by the proposer, to accept any item in the offer. CCH also reserves the right to accept or reject all or part of your RFP, in any combination that is in the best interest of CCH.

**9.17. Cancellation of RFP; Requests for New or Updated Information**

CCH, in its sole discretion, may cancel the RFP at any time and may elect to reissue the RFP later. CCH may also issue an Addendum modifying the RFP and may request supplemental RFP or updated or new RFP.

## 10. Definitions

The following definitions shall apply to this RFP:

"Abuse" means (i) a manner of operation that results in excessive or unreasonable costs to the Federal or State health care programs, generally used in conjunction with Fraud; or (ii) the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, pain or mental anguish, generally used in conjunction with Neglect.

"Appeal" means a request for review of a decision made by proposer with respect to an Action, the following definitions shall apply to this RFP:

"Addendum" or "Addenda" shall refer to a one or more documents posted to the website by which modifies this Request for Proposal or provides additional information.

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

"Contract" shall mean a properly executed Contract that has been negotiated between CCH and a proposer for some or all of the Deliverables described in this RFP.

"Contractor(s)" and "Selected Proposer" shall mean the individuals, businesses, or entities that have submitted a Proposal and have negotiated a Contract that has been properly executed on behalf of the Contractor and CCH.

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

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

"Fraud" means knowing and willful deception, or a reckless disregard of the facts, with the intent to receive an unauthorized benefit.

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

"Chief Procurement Officer" or "Procurement Director" or "System SCM Director" shall mean the System Director of Supply Chain Management who serves as Chief Procurement Officer for the CCH.

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

"Request for Proposals" or "RFP" shall refer to this solicitation of proposals by CCH that may lead to the negotiation of a Contract.

**11. List of Attachments**

The following Appendices are included electronically to this RFP.

Proposer(s) may access the following attachments by:

- 1) Downloading and saving this RFP file to a local drive
- 2) Opening the RFP document using Adobe application
- 3) Expanding the navigation pane (left of window) and click on the paper-clip icon.

**Attachment A - MBE/WBE Utilization Plan**

Proposer(s) may review the MBE/WBE Special Conditions, file name CCH\_MWBE\_Utilization\_Forms.pdf.

**Attachment B – CCH Master Services Agreement**

Proposer(s) may review a representative Master Services Agreement, file name CCH\_Master-Service-Agreement-NP\_091521.pdf. Proposer's redlined response to the CCH Master Services Agreement is required at the time of RFP submission. All responses to the Master Services Agreement must be submitted in a Microsoft Word compatible format with redline and included in electronic form as a separate file with the Proposal.

**Attachment C - Economic and Disclosures Statement**

Proposer(s) may review Economic and Disclosures Statement, file name CCH\_EDS\_Form.pdf.

**Attachment D – CCH Security Questionnaire**

**Attachment E – CCH Environmental Services Requirements**