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COOK COUNTY HEALTH (CCH)

REQUEST FOR QUALIFICATION RFQ# H21-0051 -REPOST

TITLE: Lead Abatement Contractor for the Lead-Based Paint Remediation Program

GENERAL DESCRIPTION: The Cook County Department of Public Health (CCDPH) is seeking Illinois licensed Lead Abatement Contractors to participate in a contractor pool to conduct lead remediation and mitigation in residential homes.

DATE ISSUED: March 15, 2022

VENDOR QUESTIONS DUE DATE: March 23, 2022, by 2:00 P.M. CT.

RESPONSE/ SUBMITTAL DUE DATE: April 11, 2022 by 2:00 P.M. CT.

Responses to this RFQ shall be delivered after 8:00 AM (CT) but no later than 2:00 PM (CT) to:

Cook County Health C/O John H. Stroger, Jr. Hospital
1969 West Ogden Ave., Lower-Level Room # 250A
Chicago, IL 60612
Attention: Supply Chain Management Department
Electronic copy should be sent to Purchasing@cookcountyhhs.org

Pre-Submittal Conference /Field Inspection: None

Delivery of RFQ must include the RFQ Acknowledgement Form included at the end of this document.

All questions regarding this RFQ should be directed to purchasing@cookcountyhhs.org

The RFQ and related Addenda will be posted at the <http://www.cookcountyhealth.org> website under the "Doing Business with Cook County Health" tab.

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1. Hospital System Background

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

CCH operates John H. Stroger, Jr. Hospital of Cook County (JHSH), Provident Hospital of Cook County, and Ambulatory and Community Health Network (a system of fifteen clinics), the Cook County Department of Public Health, Cermak Health Services of Cook County (a health facility operated within the confines of the Cook County Department of Corrections), and the Ruth M. Rothstein Core Center. The System also operates County Care, a Medicaid managed care health plan for low-income adults established under the Affordable Care Act.

The Cook County Department of Public Health (CCDPH) is the local health department certified by the Illinois Department of Public Health (IDPH) with jurisdiction throughout suburban Cook County covering over 700 square miles. While Evanston, Skokie, Stickney, and Oak Park are served by their own IDPH-certified local health departments, these communities will be included as part of the focus area of this grant. The CCDPH provides public health services to over 2.2 million residents of suburban Cook County.

2. Purpose

The Cook County Department of Public Health (CCDPH) is seeking up to seven Illinois licensed Lead Abatement Contractors to participate in a contractor pool to conduct lead remediation and mitigation in residential homes.

The licensed Lead Abatement Contractor (Respondent) will participate in a pool of contractors conducting lead abatement work according to CCDPH's cost schedule for two grant-funded programs administered by CCDPH. Lead Abatement Contractors will conduct all work according to applicable state and federal laws and regulations governing lead-based paint abatement and mitigation. All work will be performed according to CCDPH's specifications and established cost schedule for labor and materials. It is estimated that 30-75 units will be remediated each year through the grant programs, dependent on receipt of funding. Contractors in the pool will be assigned units on a rotating basis.

a. Term of Services

The term of services shall be for thirty-six (36) months with two optional one (1) year extensions. The award agreement may be terminated by CCH for convenience following sixty (60) calendar days' prior written notice of termination.

b. Basis of Award

The basis of award shall be to one of more Respondents based on the highest rated Submittal offering the best value to CCH meeting the specifications, terms, and conditions in accordance with the evaluation criteria set forth in this RFQ.

3. Schedule

CCH anticipates the following schedule.

Activity	Estimated Date
RFQ posted to the website	3/15/2022
Pre-Submittal and Site Visit	none
Respondent Inquiry Deadline	3/23/2022 - 2:00 pm CT
CCH response to Vendor Questions-Tentative	Week of 3/28/2022
Submittal Due Date	4/11/2022 - 2:00 pm CT

4. Program Description Overview

CCDPH is an affiliate of Cook County Health. It is a state-certified local health department with jurisdiction throughout almost all of suburban Cook County, except for Evanston, Oak Park, Stickney Township, and Skokie, which are served by their own certified public health departments.

CCDPH will utilize grant dollars from Cook County's Lead Poisoning Prevention Grant and from the US Department of Housing and Urban Development (dependent on receipt of funding) to provide lead-based paint abatement and mitigation in residential properties in CCDPH's suburban Cook County jurisdiction.

CCDPH will approve units for participation in the grant programs. CCDPH will provide (either directly or via contractor) lead risk assessments to participating units. All qualifying properties where lead-based paint hazards are found will be assigned to a Lead Abatement Contractor in the contractor pool for mitigation of the hazards. CCDPH and the assigned Lead Abatement Contractor will conduct a walk-through visit of the unit to verify work specifications and project scope, complete measurements, confirm cost, and schedule the project start date. The Lead Abatement Contractor will conduct all work according to the local, state, and federal laws and regulations concerning lead-based paint abatement/mitigation. CCDPH staff will conduct on-site inspections to check the quality of work in progress and will conduct clearances once abatement/mitigation work is complete. The Lead Abatement Contractor will be reimbursed according to the established price for the project, minus any deductions due to failed clearances, etc., once the project is complete and all necessary paperwork is submitted to CCDPH.

4.1 Responsibilities of Lead Abatement Contractor:

1. Conduct an initial walk-through visit to the grant property with CCDPH staff/contractors to verify work specifications. Lead Abatement Contractors will take all needed measurements and discuss scope of work with CCDPH staff to ensure understanding of the work to be performed. Lead Abatement Contractors will set tentative work start dates with CCDPH at this time, and will detail any activities that must be completed by the homeowner before work can begin (e.g. moving furniture so that access can be obtained to work surface, removal of window air conditioners, etc.)
2. After receipt of the written work specifications and pricing for the work to be performed in the unit, respond via email acknowledging agreement with specifications or requesting changes.

3. Comply with all applicable local, state and federal laws and regulations concerning lead-based paint abatement/mitigation.
4. Order all materials needed to complete the project according to the work specifications.
5. Work with the local municipality to obtain all permits, inspections, etc. for work to proceed.
6. Perform all necessary mitigation and abatement activities in accordance with CCDPH quality benchmarks, customer service expectations, and standard construction practices and requirements.
7. Ensure work areas are safe and secured and residents are kept out of the work area. In some instances, residents may be relocated during the project period or just be temporarily relocated during the day while work is being done.
8. Participate in a work-in progress / surprise visit by CCDPH/its contractor.
9. Schedule a clearance investigation 24 hours in advance of completion of all lead abatement/mitigation work, as set forth in the specifications for the property. CCDPH staff who are licensed to conduct clearance investigations will take lead dust wipe samples. Clearance will be failed if any dust sample result meets or exceeds the thresholds set forth in Section 845.205 (c) of the Illinois Lead Poisoning Prevention Code, and /or if workmanship is not approved.
10. In the shortest time possible, reclean any surfaces and components that fail clearance and complete "punch list" items identified as not yet completed/incorrectly completed during the clearance investigation.
11. Lead Abatement Contractors will be responsible for all costs for laboratory sample analysis for any samples taken beyond the first clearance. Lead Abatement Contractors will be charged a minimum of \$200 for each on-site reinspection required to obtain clearance and project completion.
12. Provide written proof that each property owner was given the most recent version of the EPA pamphlet, *Protect Your Family from Lead in Your Home*.
13. Provide written proof that all manufacturer's warranties were provided to the property owner. The Lead Abatement Contractor must warranty all work for at least one year for labor and one year for workmanship.
14. Complete all mitigation and abatement work within five (5) weeks of the initial walk-through visit. Timeline extensions may be granted at the discretion of CCDPH.
15. Submit invoices to CCDPH, along with required documents, for reimbursement, less any fees assessed for failed clearance investigations.
16. Maintain eligibility for participation in the program.

4.2 Legal Requirements

Lead Abatement Contractors must comply with all applicable local, state and federal laws and regulations concerning lead-based paint abatement/mitigation including, but not limited to the following:

1. Illinois Lead Poisoning Prevention Act (410 ILCS 45 et seq.);
2. Illinois Lead Poisoning Prevention Code (77 Ill. Adm. Code 845 et seq.);

3. Occupational Safety and Health Administration (“OSHA”) General Industry Standards (29 CFR 1910.1025 et seq.);
4. OSHA Respiratory Protection Standard (29 CFR 1910.134 et seq.);
5. OSHA Hazard Communication Standard (29 CFR 1910.1200 et seq.);
6. OSHA Construction Standards (29 CFR 1926.62 et seq.);
7. OSHA Lead Exposure in Construction (29 CFR 1926.62 et seq.);
8. Department of Housing and Urban Development (“HUD”) Lead-Based Paint Poisoning Prevention in Certain Residential Structures (24 CFR Part 35 et seq.);
9. HUD Guidelines for the Evaluation and of Control of Lead Based Paint Hazards in Housing (2012 Edition), available at http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/lbp/hudguideline;
10. Environmental Protection Agency (“EPA”) National Emissions Standards for Hazardous Air Pollutants (40 CFR Part 64 et seq.);
11. EPA Lead Renovation, Repair and Painting (40 CFR Part 74 et seq.);
12. Illinois Environmental Protection Agency (“IEPA”) (415 ILCS 5 et seq.);
13. IEPA Regulations (35 Ill. Adm. Code 101.100 et seq.);
14. Illinois State Agency Historic Resources Preservation Act, 20 ILCS 3420/1; and
15. Respondent must also comply with all applicable local, state and federal laws and regulations regarding building, zoning, construction, licensing, permit, environmental protection, energy efficiency, worker safety and renovation requirements necessary to complete the activities set forth. **It is the responsibility of the Respondent to check with the local municipality regarding required permitting requirements and ensure that any subcontractor obtains all required permits prior to initiating work.**

4.3 Licensing Requirements:

Lead Abatement Contractors must be licensed by the State of Illinois as a Lead Abatement Contractor using Illinois licensed lead abatement workers and supervisors and must be in good standing with the State of Illinois and any other necessary regulatory organization(s) as required by statute or applicable state, local, and federal requirements. Lead Abatement Contractor, Lead Abatement Supervisor and Lead Abatement Worker shall be defined as set forth in the Lead Poisoning Prevention Code (77 Ill. Adm Code 845.10 et seq.) and shall meet the requirements stated therein at 77 Ill. Adm Code 845.27.

4.4 Background Requirements

Upon award, **the Lead Abatement Contractor must provide documentation of the results of a criminal background check and drug testing for all employees that it will use to fulfill the requirements of this project.** Such results shall be within the last 12 (twelve) months. Respondent understands that CCDPH, at its discretion, may request updated criminal background checks and drug testing of subcontractors and subcontractor’s employees working on the project, any time after award.

4.5 Language Requirements

Subcontractor’s employees must be able to communicate in English. It is preferable that subcontractor’s employees can also communicate in Spanish.

4.6 Location Requirements

Respondent must have offices and management staff located in within 100 miles of the CCDPH office at 7556 W. Jackson in Forest Park, Illinois.

4.7 Project Specifications Pricing Requirements

All Lead Abatement Contractors must agree to accept the costs established in the Specification Cost Schedule. The Specification Cost Schedule is included with this RFQ as Attachment A.

4.8 Insurance Requirements

Prior to contract award, the selected Lead Abatement Contractor will be required to submit evidence of insurance in the appropriate amounts. Minimum Insurance requirements: Respondent shall purchase and maintain at all times during the term of this agreement insurance coverage which will satisfactorily insure it, its agents, servants and employees against claims and liabilities which could arise because of the performance of the project. Such insurance shall include all coverages ordinarily utilized to ensure the activities of General Contractors, Supervisors, Lead Workers and Lead Contractors including, but not be limited to: Workers Compensation and Employer's Liability, Auto Liability, Commercial General Liability, including broad form Contractual and Product Liability, along with any other coverage deemed necessary by CCDPH and the County's risk Manager. Such insurance shall be in amounts and in a form satisfactory to the County's Risk Manager and shall contain a provision providing for thirty days notification to CCDPH staff prior to any termination or cancellation of Insurance.

5. Required Submission Content

This RFQ provides potential Respondents with sufficient information to enable a Respondent to prepare and submit submittals. 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 Respondent responding.

This RFQ also contains the instructions governing the submittal of a Submittal and the materials to be included therein, which must be met to be eligible for consideration. All Submittals must be complete as to the information requested in this RFQ in order to be considered responsive and eligible for award. Respondents providing insufficient details will be deemed non-responsive. CCH expects all responses to reflect exceptional quality, reasonable cost and overall outstanding service.

5.1 Executive Summary/Cover Letter

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

5.2 Response to Scope of Services

a. To respond to the Scope of Services, please provide the information requested in Section 5.3 below.

5.3 Respondent's Profile and Track Record

Respondent must include a **description** of the organization's track record as follows:

Company Profile (Prime only)

a. Legal Name

b. Assumed Names if any
c. Address, City, State, Zip Code
d. Legal Structure (e.g. sole proprietor, partnership, corporation, joint venture)
e. If a subsidiary, provide the same information about the Parent Company as required in this table format.
f. Date and State where formed.
g. Respondent's principals/officers including President, Chairman, Vice Presidents, Secretary, Chief Operating Officer, Chief Financial Officer.
h. Point of contact for this RFQ including contact information: phone and email contact information
i. Respondent Business background and description of current operations
j. Number of employees
k. Number of years in business
l. Total number of years providing the proposed services
m. Is Respondent a licensed business to perform the work in scope? If so, please specify relevant certifications.
n. Respondent's Federal Employee Identification Number (or Social Security Number, if a sole proprietorship)
o. Is Respondent authorized to conduct business in Illinois? Provide Registration Number issued by the Illinois Secretary of State, a copy of the Certificate of Good Standing, and include Cook County Assumed Business Name Certificate, if applicable.
p. Number of years providing lead abatement services.
q. Number of lead abatement jobs completed in 2018, 2019 and 2020. Please separate by year. 1. Description of employees. Please provide: a. Total number of employees b. A list of licensed lead abatement supervisors . Indicate any languages spoken by these employees. c. A list of licensed lead abatement workers . Indicate any languages spoken by these employees.
r. Description of Respondent's business background and current operations.
s. Indicate any merger or acquisitions discussions in with the Respondent is involved.
t. If registered as a Section 3 business, include a copy of the registry page from HUD (https://portalapps.hud.gov/Sec3BusReg/BRegistry/What). Responsive Respondents will be awarded an extra point during submittal evaluation for current Section 3 registration.
u. Please indicate if you have worked for Cook County in this program in the past, when, and for how long. Responsive Respondents who have participated in the contractor pool in the past and are in good standing with CCDPH will be awarded an extra point during submittal evaluation.
v. Add any other key information that may assist the County in understanding your "track record."

5.4 Required Attachments

To be considered responsive, all required attachments must be included.

1. Attachment 1: Include copies of licenses of all lead abatement workers and lead abatement supervisors listed in the description of employees (items 12 (b) and (c) in section XI (A) above).
2. Attachment 2: Submit two (2) letters of recommendation. It is preferred that at least one (1) letter be from an organization or program similar to this CCDPH program, where similar services have been provided by the Respondent. The letters must be dated within the last 12 months.

Additional Attachments – required only if applicable:

3. Attachment 3: Cook County Assumed Business Name Certificate
4. Attachment 4: Section 3 registration

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 submittals includes the qualifications of the personnel proposed; therefore, Respondents 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.

5.5 MBE/WBE Participation

The Respondent may be comprised of one or more firms as to assure the overall success of the project. The Respondent 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 the Economic Disclosure Statement Forms (in a separate envelop).

- 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 Submittal 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 Respondent Good Faith Efforts, and explains why. If a Bid, Quotation, or Submittal is rejected, then a new Bid, Quotation, or Submittal 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 35% MBE/WBE participation.**

The Respondent shall make good faith efforts to utilize MBE/WBE certified firms as subcontractors. In the event that the Respondent does not meet the MBE/WBE participation goal stated by CCH for this procurement, the Respondent 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 Respondent 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 submittals for the work, or any other documentation that helps demonstrate good faith efforts. Failure by the Respondent to provide the required documentation or otherwise demonstrate good faith efforts will be taken into consideration by CCH in its evaluation of the Respondent's responsibility and responsiveness.

The Chief Procurement Officer reserves the right to accept or reject any of the team members if in The Chief Procurement Officer's sole opinion replacement of the team member, based on skills and knowledge, is in the best interest of the County.

5.6 Financial Status

- A. Provide the audited summary financial statements for the last two fiscal years. State whether the Respondent 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 Respondent or its parent company has ever received any sanctions or is currently under investigation by any regulatory or governmental body.

5.7 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 RFQ.

If no conflicts of interest are identified, simply state "[Company X] has no conflict of interest."

5.8 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 Respondent 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 Respondent does not include these objections or alternate language with the submittal. CCH shall not be deemed to have accepted any requested exceptions by electing to engage a Respondent in negotiations of a possible Contract.

5.9 Legal Actions

Provide a list of any pending litigation in which the Respondent 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

5.10 Confidentiality of Information

The Selected Respondent 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 RFQ. The Respondent must acknowledge that if awarded there is a high likelihood that the selected Respondent 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 Respondent 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 Respondent 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 Respondent to use HIPAA materials or training sessions supplied by CCH.

5.11 Economic Disclosure Statement

Execute and submit the Economic Disclosure Statement (“EDS”). The EDS form can be found at <https://cookcountyhealth.org/about/doing-business-with-cook-county-health/>. The EDS must be submitted in a separate envelope.

5.12 Addenda

Since all Addenda become a part of the submittal, all Addenda must be signed by an authorized Respondent representative and returned with the submittal. Failure to sign and return any and all Addenda acknowledgements shall be grounds for rejection of the submittal. Addenda issued prior to the submittal 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/>

6. Evaluation and Selection Process

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

6.1. Submittal Assessment

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

6.1.1 Submittal Evaluation

The RFQ 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 Submittals to establish a list of qualified Respondent for Shortlist.

6.1.2. Shortlist Respondent Presentation

The Evaluation Committee, at its option, may invite one or more Respondents to make presentations and/or demonstrations. The Evaluation Committee may request that all or a shortlisted group of Respondents 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.

6.2. Right to Inspect

CCH reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualification of the Respondent and any proposed subcontractors and to reject any RFQ regardless of price if it shall be administratively determined that in CCH's sole discretion the Respondent 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 RFQ.

6.3. 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 Respondent shall be posted on the website.

7. General Evaluation Criteria

7.1. Responsiveness of Submittal

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

Respondent must be compliant with all the submission requirements of the RFQ. The evaluation committee will evaluate all responsive Submittal in accordance with the evaluation criteria detailed below.

7.1.1 Criteria Submittal

Submittals will be reviewed and selected based on qualifications of the Respondent 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 RFQ, by providing a succinct and feasible description of the proposed implementation approach.
- B. Qualifications and experience of the Respondent to successfully perform and provide the services described in this RFQ, as evidenced by the successful provision of similar services in similar environments and in compliance with all applicable laws.
- C. Relevant Experience

In addition, the Evaluation Committee may review and consider the information and evidence Respondent'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)

8. Instructions to Respondents

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

8.1. Questions and Inquiries

Questions regarding this RFQ will be submitted in writing to the contact(s) email listed on the cover page of this RFQ no later than the date stated in the [Schedule](#).

Question must be submitted in the following format, **in MS Excel**, and the subject of the email should reference the RFQ#, Title and Respondent's Name.

ID	Vendor Name	RFQ Section	Question
1.			
2.			
3.			

Should any Respondent 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 email provided on the cover sheet no later than the date stated on the [Schedule](#) and obtain clarification prior to submitting a RFQ. Such inquiries must reference the RFQ due date and CCH RFQ number.

8.2. Pre-Submittal Conference (if Applicable)

CCH will hold a Pre-submittal 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 RFQ procedures. If a mandatory pre-submittal conference is required, the Respondent must sign the pre-submittal conference or site inspection sheet and include a copy of this sign-in sheet in the response to the RFQ.

8.3. Number of Copies

Respondents are required to submit one (1) original hard copy, and one (1) electronic copy (emailed to the email addressed on the cover page) and no later than the time and date indicated in the RFQ.

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

Each submission must then be separated as follows:

1. One (1) technical hard copy - the original - excluding EDS forms;
2. One (1) EDS hard copies in a separate envelope;
3. One (1) complete electronic response package (including 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 RFQ section). The email must clearly indicate the RFQ Number and Title.

Please see the Submittal Receipt Acknowledgement form at the end of this file for the form required at delivery time.

8.4. Format

Hardcopies of the RFQs should be submitted in a separate envelope (or electronic file) Material should be organized following the order of the Required Submission Content Section separated by labeled tabs. Expensive paper and bindings are discouraged since no materials will be returned. Numbered titles and pages are required.

CCH reserves the right to waive minor variances.

8.5. Time for submission

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

8.6. Packaging and Labeling

The outside wrapping/envelope shall clearly indicate the RFQ title, Respondent's Name, Respondents address, and point of contact RFQ. EDS shall be submitted in a separate sealed envelope. The envelope shall clearly identify the content as "EDS". All other submission requirements shall be included with the Technical RFQ.

8.7. Timely delivery of RFQ

The Qualification Response(s) must be either delivered by hand or sent to CCH through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFQ. Include the RFQ number on any package delivered or sent to CCH and on any correspondence related to the RFQ. If using an express delivery service, the package must be delivered to the designated building and drop box. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered. CCH assumes no responsibility for any Qualification Response(s) not so received.

8.8. Availability of Documents

CCH publishes competitive bid, RFP, RFQ and other procurement notices, as well as contract award information, at www.CookCountyheath.org under the "Doing Business with CCH" tab. Respondents 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.

8.9. Alteration/Modification of Original Documents

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

8.10. Cost of Respondent Response

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

8.11. Respondent's Responsibility for Services Proposed

The Respondent must thoroughly examine and read the entire RFQ document. Failure of Respondents 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.

8.12. RFQ Interpretation

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

8.13. Specifications and Special Conditions

The specifications in this document provide sufficient information for Respondents to respond. Minor variations from those specifications will be considered as long as Respondents identify any instance in which their services specifications differ from those set forth in the RFQ documents.

8.14. Errors and Omissions

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

8.15. Submittal Material

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

8.16. Confidentiality and Response Cost and Ownership

All information submitted in response to this RFQ shall be confidential until CCH has executed a Contract with the successful Respondent or has terminated the RFQ process and determined that it will not reissue the RFQ. Any page of a Submittal that Respondent 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. CCHHS will return submittals that mark all pages Confidential or are copyrighted. All submittals submitted to CCHHS are the property of CCHHS.

Further, the Respondent is on notice that any part of its Submittal 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.*]

8.17. Awards

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

8.18. 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 Respondent, to accept any item in the offer. CCH also reserves the right to accept or reject all or part of your RFQ, in any combination that is in the best interest of CCH.

8.19. Cancellation of RFQ; Requests for New or Updated Information

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

9. **Definitions**

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.

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

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

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

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

"Contractor(s)" and "Selected Respondent" shall mean the individuals, businesses, or entities that have submitted a Submittal 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 RFQ.

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

"Procurement Director" or "System SCM Director" shall mean the System Director of Supply Chain Management who serves as chief procurement officer for the CCH.

"Respondent(s)" shall mean the individuals or business entities, if any, submitting a Submittal in response to this RFQ.

"Request for Qualification" or "RFQ" shall refer to this solicitation of submittals by CCH that may lead to the negotiation of a Contract

10. Appendix A – RFQ Receipt Acknowledgement Form RFQ Receipt Acknowledgement Form

This acknowledgement of receipt should be signed by a representative of Supply Chain Management located at Stroger Hospital, 1969 W. Ogden Avenue, lower level (LL) Room 250A, Chicago IL, 60612.

The outside wrapping shall clearly indicate the RFQ Number and Title, Respondent's Name, Respondents Address, and Point of Contact RFQ. **Prefill the first two lines prior to submission.**

Solicitation Number and		
Title:		
Vendor Name:		
Accepted By:		
Date:		
Time (if time machine is not	A.M	P.M
available, hand write the		
time):		

RFQ shall be submitted no later than the date and time indicated on the cover page of the RFQ. **Late submittals will not be considered.** Respondents must cut this sheet in two. SCM will time-stamp top and bottom sections. SCM will keep one section and the Respondent will keep the other section.

Time Stamp Here



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Respondents must cut this sheet in two. SCM will time-stamp top and bottom sections. SCM will keep one section and the Respondent will keep the other

Time Stamp Here

11. List of Attachments

The following Attachments are included electronically to this RFQ.

Respondent(s) may access the following attachments by 1) download and save this RFQ file to a local drive and 2) open the RFQ document using Adobe application, 3) expand the navigation pane (left of window) and click on the paper-clip icon.

1. Attachment A – RFQ Cost Schedule Template

File named **H21-0051 Repost -CCDPH Specification Cost Schedule- Attachment A.** n.

2. Attachment B – CCH Master Services Agreement

Respondent(s) may review a representative Master Services Agreement, *file name* **CCH CCH MASTER SERVICES AGREEMENT 31521.pdf**. Respondent's redlined response to the CCH Master Services Agreement is required at the time of RFQ submission.