

BIDDER: Keete Commissary Network

CONTRACT FOR SERVICE

DOCUMENT NO. 08-84-03 REBID



COMMISSARY MANAGEMENT SERVICES
FOR
COOK COUNTY DEPARTMENT OF CORRECTIONS

BOARD OF COMMISSIONERS
COUNTY OF COOK
TODD H. STROGER, PRESIDENT

BIDS TO BE EXECUTED IN TRIPLICATE
BID OPENING WILL BE ON THURSDAY, APRIL 17, 2008
AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED

ISSUED BY THE
OFFICE OF THE PURCHASING AGENT

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUN 03 2008

COM _____

09067

REQ#S 82390002

SJ/0907



SERVICES PROGRAMS PRESS PUBLICATIONS DEPARTMENTS CONTACT

LLC FILE DETAIL REPORT

Entity Name	KEEFE COMMISSARY NETWORK, L.L.C.	File Number	00331899
Status	GOODSTANDING	On	10/02/2007
Entity Type	LLC	Type of LLC	Foreign
File Date	10/15/1999	Jurisdiction	MO
Agent Name	C T CORPORATION SYSTEM	Agent Change Date	10/15/1999
Agent Street Address	208 SO LASALLE ST, SUITE 814	Principal Office	1260 ANDES BLVD ST LOUIS 63132
Agent City	CHICAGO	Management Type	MGR
Agent Zip	60604	Dissolution Date	PERPETUAL
Annual Report Filing Date	10/02/2007	For Year	2007
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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Purchase Certificate of Good Standing

(One Certificate per Transaction)

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**LEGAL NOTICE
ADVERTISEMENT FOR BID
SEALED PROPOSALS ARE
INVITED BY THE BOARD OF
COMMISSIONERS OF COOK
COUNTY FOR THE FOLLOW-
ING:**

Contract No.: 08-84-03
FOR: COMMISSARY MANAGE-
MENT SERVICES
FOR: COOK COUNTY DEPART-
MENT OF CORRECTIONS
A MANDATORY PRE-BID CON-
FERENCE WILL BE HELD AT
10:00 A.M. ON TUESDAY,
NOVEMBER 6, 2007 AT DE-
PARTMENT OF CORRECTIONS,
2700 S. CALIFORNIA AVE., DI-
VISION V, CHICAGO, IL 60608.
FAILURE TO ATTEND THE PRE-
BID CONFERENCE SHALL BE
CAUSE FOR DISQUALIFICA-
TION OF THE BID.

PLANS, SPECIFICATIONS, PRO-
POSAL AND BID INSTRUC-
TIONS MAY BE OBTAINED
FROM THE OFFICE OF THE
PURCHASING AGENT, ROOM
1018 COUNTY BUILDING, 118
N. CLARK ST., CHICAGO,
ILLINOIS, 60602 AFTER 10:00
A.M. TUESDAY, OCTOBER 9,
2007 BUT NO LATER THAN
4:30 P.M., WEDNESDAY,
OCTOBER 31, 2007. COOK
COUNTY IS AN EQUAL OPPOR-
TUNITY PURCHASER. LOCAL
M/WBES ARE ENCOURAGED
TO SUBMIT BIDS. THE COUN-
TY'S UTILIZATION ON THESE
CONTRACTS IS 25% FOR
MBE'S AND 10% FOR WBE'S.
INQUIRIES REGARDING MI-
NORITY AND FEMALE PARTICI-
PATION SHOULD BE DIRECT-
ED TO THE OFFICE OF CON-
TRACT COMPLIANCE AT
(312) 603-5502.

THE COOK COUNTY BOARD
OF COMMISSIONERS RE-
SERVES THE RIGHT TO RE-
JECT ANY AND ALL BIDS. FOR-
MAL BIDS MUST BE DEPOSIT-
ED IN THE BID BOX AT ROOM
569, COUNTY BUILDING, UP
TO AND NO LATER THAN
10:00 A.M. THURSDAY,
NOVEMBER 15, 2007.

ADV: TUESDAY, OCTOBER 9,
2007 BY ORDER OF THE
BOARD OF COMMISSIONERS
OF COOK COUNTY.

TODD H. STROGER,
PRESIDENT
CARMEN TRICHE-COLVIN
PURCHASING AGENT

INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

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

IB-02 PREPARATION OF PROPOSALS

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

IB-03 SITE INSPECTION CERTIFICATE

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

IB-04 BID DEPOSIT

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

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

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

IB-05 EXCEPTIONS

If any Bidder intends to take any deviations or exceptions from the Specifications or other Contract Documents, Bidder shall submit to the Purchasing Agent a written request for a deviation or exception prior to the date and time of Bid Opening. If the Purchasing Agent considers such deviation or exception acceptable, the Purchasing Agent shall issue an Addendum setting forth such deviation or exception from the Specifications or other Contract Documents which shall be applicable to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Purchasing Agent, then such deviation or exception shall be deemed rejected. The County may reject any Bid Proposal containing deviations or exceptions not previously accepted through a written Addendum.

A copy of such Addendum will be mailed or delivered to each Bidder receiving a set of such Contract Documents. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the proposal form. All written requests for deviations or exceptions shall be addressed to:

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

IB-06 BIDDER WARRANTIES

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

IB-07 SUBMISSION OF BID PROPOSALS

All Bidders shall submit the bound copy of the sealed Bid Proposal in an envelope and shall deposit them in the bid box located in the County Board Assembly Room 569, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, subject matter of Bid Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

**IB-08 BID PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 11.**

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

IB-09 COMPETENCY OF BIDDER

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

IB-10 LOCAL BUSINESS PREFERENCE

COOK COUNTY ORDINANCE CHAPTER 10, SECTION 38.

The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

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

IB-11 CONSIDERATION OF BID PROPOSALS

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

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

IB-12 WITHDRAWAL OF BID PROPOSALS

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

IB-13 ACCEPTANCE OF PROPOSALS

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

IB-14 PERFORMANCE AND PAYMENT BOND

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

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

IB-15 PRICES FIRM

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

IB-16 CASH BILLING DISCOUNTS

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

IB-17 CATALOGS

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

IB-18 AUTHORIZED DEALER/DISTRIBUTOR

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

IB-19 TRADE NAMES

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

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

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

IB-20 SAMPLES

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

IB-21 NOTICES

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

IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

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

END OF SECTION

GENERAL CONDITIONS
BID CONTRACTS
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BID CONTRACTS
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GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Purchasing Agent ("Purchasing Agent"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

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

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

GC-02 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect any Contract Goods used in carrying out this Contract and shall be responsible for the quality and standards of all materials or completed work furnished under this Contract. Contract Goods or completed work not complying herewith may be rejected by the Purchasing Agent and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract Goods rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract Goods have been rejected.

GC-03 INSURANCE

Contractor shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure him against claims and liabilities which could arise because of the performance of the Contract.

GC-04 PAYMENT

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

GC-05 PREPAID FEES

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

GC-06 TAXES

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

GC-07 PRICE REDUCTION

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

GC-08 CONTRACTOR CREDITS

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

GC-09 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-10 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

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

GC-11 COUNTY'S REMEDIES

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

GC-12 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-10, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners. Contractor shall not disrupt the operation or repossess any component thereof.

GC-13 DELAYS

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

GC-14 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. No such modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the advance written approval of the Purchasing Agent.

Contractor is hereby notified that except for the specific changes listed in the following paragraph, no County department or employee thereof has authority to make any modification or amendment to this Contract. Any modification or amendment to this Contract except as provided for in the following paragraph made without the express written approval of the Purchasing Agent is void and unenforceable.

The Director may, by written order, make changes with respect to the times of delivery and the places of performance thereof. Any such change shall not cause an increase or decrease the Contract price or the time required for Contract performance.

GC-15 PATENTS, COPYRIGHTS AND LICENSES

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

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

GC-16 COMPLIANCE WITH LAWS

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

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

GC-17 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 43.1 - 43.10.

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.
- B. A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, a MBE goal of twenty-five percent (25%) of the contract amount and a WBE goal of ten percent (10%) of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-17, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.
- C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.
- D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.
- E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this GC-17 and the wording of the Ordinance shall apply. If there is a conflict between this GC-17 and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.
- F. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED BID OR QUOTATION SUBMITTALS

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

A. MBE/WBE UTILIZATION PLAN

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

1. Letter(s) of Intent

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

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

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

(Reference pages EDS-3/4 for a format sample of a Letter of Intent)

2. Letter(s) of Certification

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

County of Cook
Small Business Administration 8A Program
Illinois Unified Certification Program
or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

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

3. Joint Venture Affidavit

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

B. REDUCTION/WAIVER PETITION

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting a Reduction/Waiver Request.

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

B. Denying a Reduction/Waiver Request.

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

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

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

V. NON-COMPLIANCE

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance or this GC-17, the Contract Compliance Administrator will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-18 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 1994, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract Goods, a Material Safety Data Sheet.

GC-19 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-20 ACCIDENT REPORTS

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

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

GC-21 USE OF PREMISES

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

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

GC-22 GENERAL NOTICE

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

TO THE COUNTY:

PURCHASING AGENT
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:

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

GC-23 TERMINATION FOR CONVENIENCE

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

GC-24 GUARANTEES AND WARRANTIES

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

GC-25 STANDARD OF CONTRACT GOODS

Only new, originally manufactured Contract Goods will be accepted by the County. The County will not accept any Contract Goods that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract Goods not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

GC-26 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

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

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

GC-27 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-28 QUANTITIES

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

GC-29 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-30 GOVERNING LAW

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

GC-31 WAIVER

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

GC-32 ENTIRE CONTRACT

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

GC-33 FORCE MAJEURE

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

GC-34 CONTRACT INTERPRETATION

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

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

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

SPECIAL CONDITIONS

SC-01 SCOPE

The Contractor shall provide a full range of commissary and trust fund management services to meet the needs of the inmate population at the Cook County Department of Corrections, located at 2700 S. California Avenue, Chicago, IL 60608. The Contractor shall furnish all labor, food, materials, supplies, small ware, software and hardware to operate the commissary services.

SC-02 CONTRACT PERIOD

This is a three (3) year contract effective after award by the Board of Commissioners and after proper execution of the Contract Documents.

SC-03 AWARD OF CONTRACT

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

SC-04 INQUIRIES

For inquiries after award of the contract, please contact:

THOMAS KLEIST,
ASSISTANT EXECUTIVE DIRECTOR
COOK COUNTY DEPARTMENT OF CORRECTIONS
(773)869-6852

A copy of any written request for interpretation of documents shall be provided to the Office of the Purchasing Agent at the address set forth below.

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Purchasing Agent. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Purchasing Agent. (Reference Instructions to Bidders, Section IB-05 "Exceptions", page IB-2). Inquiries must be received no later than 5:00 p.m. on Thursday, April 10, 2008. Inquiries will be answered by the close of business on Monday, April 14, 2008.

DURING THE BID PROCESS, ALL INQUIRIES MUST BE DIRECTED, IN WRITING, ONLY TO THE COOK COUNTY PURCHASING AGENT AS FOLLOWS:

CARMEN TRICHE-COLVIN
COOK COUNTY PURCHASING AGENT
118 N. CLARK STREET, #1018
CHICAGO, IL 60602

SPECIAL CONDITIONS**SC-05 FACILITY INFORMATION**

The population of the Department of Corrections (DOC) participating in the commissary is generally over one half of the total population. The average population of the DOC is in the area of 9,800 inmates, with an average of 6,000 orders every week.

The Commissary service at the Cook County Department of Corrections is a program that allows inmates to purchase goods on a weekly basis. These include some types of clothing, personal hygiene products and snack foods. The money spent in this program is the inmate's own money. No County funds are used for this purpose.

The goods purchased are not meant to be replacements for items provided by the DOC. The clothing, for instance, is not allowed to be worn instead of the County provided uniform, but to add to it. This would include shoes and underwear. Personal hygiene products are provided for those whose preferences do not include those items provided. Snack foods are intended to supplement the meals that are served. However, personal taste may lead to some substitutions in this area. Inmates in disciplinary segregation are denied all products, except grooming products.

The monies used in this program are the inmate's own funds. There is no cash allowed in the Jail. There are no cash transactions in the inmate areas of the facility. Any cash in an inmate's possession when booked is deposited into a trust account, which the DOC maintains. Likewise, any funds sent to an inmate while incarcerated via a money order in the mail or wire transfer from Money Gram or Western Union are deposited into their trust account. Also any money earned by an inmate in the inmate payroll system goes into their account. The inmates usually work in the kitchen and in sanitation, cleaning and maintaining the grounds. These trust funds are used to buy commissary products.

The Department of Corrections will not provide space for warehousing of products or filling of orders. These services shall be performed off-site. The DOC will provide a small warehouse to stock items for fill in and shortages as well as space for staging orders and delivery preparation. The County will not accept inmate deposits via a web interface.

SC-06 BIDDER QUALIFICATIONS**A. Company Background, History, and Experience**

The Contractor shall provide information which demonstrates the ability of its software to provide and manage commissary services to an operation the size of the Cook County Department of Corrections (CCDOC) based upon the Contractor's company background, history, and experience in providing correctional commissary goods and trust fund services. The information should include the number of years the Contractor's company has been serving the correctional commissary market, the total number of employees, the number and total size of inventory locations, the total number of items the Contractor offers, the average daily cost of inventory on hand, the total number of inmates currently under contract for commissary services, the total number in which the Contractor's services include delivery to the inmates, and the total number in which the Contractor's inmate trust accounting system is utilized by a correctional facility. The Contractor should provide additional information and current experience in managing commissary operations and trust fund services at the state and DOC levels. In the event the Contractor provides details on any facility which the Contractor no longer services, the Contractor shall provide the facility contact name, phone and fax number, facility address, and reason the Contractor no longer services the facility.

SPECIAL CONDITIONSSC-06 BIDDER QUALIFICATIONS (CONTINUED)**B. Customer References**

The Contractor must provide customer references which demonstrate its ability to provide and manage full commissary and trust fund services. The Contractor should list current contracts or customer references whose average daily population is in excess of 2,000 inmates, and in which the Contractor's services include delivery to the inmates. In the event the Contractor does not provide commissary delivery services to contracts or customers with an average daily population in excess of 2,000 inmates, the Contractor shall state so and provide this information for their largest facilities in which they are providing delivery to the inmates. The Contractor should list current contracts or references who utilize the Contractors Inmate Trust Accounting system.

The lists should include contract of facility name, contact name, phone and fax numbers, address, average daily population, and a description of services provided including details of the order fulfillment process and location, the delivery process, Contractor management and staff, and the trust fund services provided.

C. Financial Capabilities

The Contractor must be financially capable of handling a contract the size of the Cook County Department of Corrections. The Contractor must provide the following:

- **Audited financial statements for the past three years** - The financial statements must be from the portion of the Contractor's company in which correctional commissary goods or services are provided. Financial information outside of correctional commissary goods or services will not be considered.
- **Contractor Credit References** - The Contractor must provide a Contractor credit references. The credit references must be from Contractors in which commissary products are purchased and utilized in the commissary goods or services portion of the Contractors' business. The references must include the Contractor company name, contact name, address, phone and fax number, and average monthly purchase amount.
- **Bank Reference** - The Contractor must provide the bank name, contact name, account number, address, phone number, and fax number for the primary banking institution which the Contractor utilizes in the commissary goods or services portion of their business.

SC-07 CONTRACTOR'S OPERATIONS

The Contractor shall provide detailed information on the location which will be utilized to fill inmate commissary orders. This information should include, but is not limited to, the size of the facility, how long the Contractor has occupied the facility, the average number of commissary orders currently processed monthly out of the facility, average daily cost of inventory currently on hand, and number of management and employee staff and their qualifications and experience. The Contractor should provide details on their hiring practices and training procedures for employees.

SPECIAL CONDITIONSSC-07 CONTRACTOR'S OPERATIONS (CONTINUED)

The Contractor shall provide a detailed operational plan and schedule for processing the weekly commissary orders for CCDOC, in a complete and timely manner. This plan should include evidence of the Contractor's ability to perform an operation similar to the size of CCDOC. The Contractor may utilize the existing Commissary store space located in Division V. The Contractor must maintain a safe and secure facility. The Contractor shall provide for regular pest control services on an agreed upon basis in all areas under their control.

The Contractor must maintain sufficient inventory levels to limit stockouts and backorders. The Contractor shall not substitute.

The Contractor must maintain an order fill rate of at least 90%. The Contractor shall state the minimum order fill rate and minimum order accuracy rate which they will perform in the provision of commissary services at CCDOC. The Contractor shall describe the methods and provide evidence of their ability to ensure the proposed rates.

The Contractor should provide any details on backup plans in the event of disruption to the facility, computer system, product, employees, etc.

As part of the evaluation criteria, the CCDOC may request a tour of the facility designated to service the Jail.

Under no circumstances will CCDOC warehouse bulk products and all orders must be filled off-site.

SC-08 COMMISSARY DELIVERY SERVICE

Each inmate will be offered commissary one time per week. However, the Director reserves the right to increase the number of deliveries. The Contractor will provide, distribute, collect, and input commissary order forms into the Contractor's system. The current delivery schedule by day is Thursday 3PM - 10PM, Friday 3PM - 10PM, Saturday 8AM - 4PM, Sunday 8AM - 2PM. The Contractor may propose to deliver orders Monday through Friday, between the hours of 6:00 p.m. to 10:00 p.m., and on Saturday and Sunday, between the hours of 8:00 a.m. to 11:00 p.m. The Contractor must deliver products to the inmates in reusable see-thru bags. An example of this would be a nylon mesh bag. (No plastic is to be used).. The Contractor will be responsible for the products while in the reusable see-thru bags, and handle all returns and complaints. The inmate must sign a receipt form acknowledging receipt of the product, prior to opening the bag. Products will then be transferred to recyclable paper bags, and the Contractor will be responsible for collecting the reusable bags. Contractor must provide all bags used in delivery. Contractor shall provide sample bags with the bid proposal.

The Contractor shall describe the proposed plan, process, equipment, and schedule which will be utilized in the provision of commissary services to the CCDOC. This includes evidence of the Contractor's ability to perform such a plan and references.

The Contractor is responsible for ensuring all orders are delivered to the inmate population and credits are posted in a timely manner.

The Contractor shall describe the policy and procedure for dealing with errors, missing product, and damages.

SPECIAL CONDITIONSSC-08 COMMISSARY DELIVERY SERVICE (CONTINUED)

The Contractor shall submit the proposed operational policies and procedures that will be followed by its employees servicing the CCDOC.

The Contractor shall describe the level of support and supervision during the delivery process.

The Contractor shall provide a plan for dealing with inmate complaints concerning commissary products and services at CCDOC. The Contractor shall provide grievance statistics for current facilities with an average daily population in excess of 2,000 inmates. The Contractor shall include the facility contact name and phone number of the individual who can verify the reported statistics.

The Contractor shall describe the hiring practices and training procedures for employees to service the CCDOC. Contractor training must be documented to provide evidence of compliance with American Correctional Association (ACA) regulations, and the records made available for review by ACA auditors when needed.

The Contractor shall provide evidence of their past experience in complying with ACA standards in commissary services and operations. The Contractor shall specifically list the name of the facility, contact name, phone and fax numbers, address, average daily populations, and whether or not the facility is ACA accredited.

SC-09 STAFFING PLAN

The Contractor's on-site management and staff must be qualified and dedicated solely to the purpose of providing commissary services to the CCDOC. The Contractor may not utilize any employees who are employed by the Contractor in another area of its business.

The Contractor shall identify the personnel who will serve in the capacity of on-site management, along with their credentials and past experience in managing a commissary operation. The management must have at least three (3) years experience in managing an on-site commissary operation which includes delivery to the inmates, at a correctional facility with an average daily population in excess of 2,000 inmates. The Contractor shall not remove or reassign the management from CCDOC for a minimum period of two years, without the prior written approval from the Director or unless requested by the Director. There are currently 58 employees, 52 part-time delivery hours, 6 full-time 8AM - 4PM Tuesday-Sunday.

The Contractor shall describe their additional on-site staff, including the number of employees and their qualifications and experience in providing on-site commissary services to a correctional facility in excess of 2,000 inmates. The Contractor's on-site staff must be dedicated solely to the purpose of providing commissary services.

The Contractor shall describe their upper management staff and central office staff who will oversee the on-site management and staff, including their qualifications and experience in correctional commissary services.

The Contractor shall identify and describe the personnel, availability, and process of contacting management after normal business hours.

SPECIAL CONDITIONSSC-09 STAFFING PLAN (continued)

As part of the evaluation criteria, the CCDOC may request to interview any employees specifically named in the bid response.

All Contractor's employees associated with the commissary operations will be subject and held to DOC's normal security and background screening, the same as any other DOC employee. The Contractor's employees will be subject to security searches, pat-downs and electronic scans on a daily basis. Restrictions on items that can not be brought into the complex will be strictly enforced.

All Contractor's employees involved with the Commissary services for the DOC shall be subject to criminal background checks by the Cook County Sheriff. This will include employees not located at the DOC but servicing the account at the Contractor's off site locations.

All Contractors' employees working with the Commissary services at the DOC shall be subject to drug testing as the Sheriff sees fit. This testing shall be done at Contractor's cost.

SC-10 INSURANCE1 Subrogation and Waiver

1.1 Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against County.

1.2 Contractor shall waive all rights of recovery against the County which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.

2 Insurance Requirements of the Contractor

2.1 Prior to the commencement of the work, Contractor, at its cost, shall secure and thereafter, except as otherwise provided therein, maintain at all times during the performance of this contract the insurance specified in 2.3.1 through 2.3.6 below, with the County and Contractor as insured parties and with limits not less than those specified below for each coverage.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this contract. The Contractor shall advise all insurance companies to familiarize themselves with the conditions and provisions of this contract dealing with waivers of subrogation, insurance and indemnification. Failure of the Contractor to so notify these aforesaid insurance companies shall in no way relieve them from their obligations under this contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to Cook County.

SPECIAL CONDITIONS

SC-10 INSURANCE (CONTINUED)

2.2 The Contractor shall at all times during the period in which this contract is in force and effect provide and maintain insurance of the type and in the limits as set forth for each in sub-paragraph 2.3 and below. Such insurance shall name the County, its employees, elected officials, officers and agents as insureds, pursuant to Section 2.3.6, and shall be in a form and through issuing companies acceptable to the County.

2.3 The limits of liability shall be as stated in paragraph 2.3.1 and below, unless, prior to commencement of any work, written approval is granted by the Department of Risk Management for variance from those limits.

2.3.1 Workers Compensation Insurance

In accordance with the Laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

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

2.3.2 Commercial General Liability Insurance

An occurrence form Comprehensive General Liability policy or Commercial General Liability policy (new ISO Designation) to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof plus appropriate endorsements to protect Cook County against claims, demands and lawsuits from employees of the Contractor.

Said General Liability coverage (including aircraft, watercraft 50 feet or longer and automobiles) shall have a combined bodily injury and property damage limit of \$1,000,000 per occurrence and \$1,000,000 aggregate with the following provisions included:

1. All premises and operations
2. Contractor's Protective coverage for independent contractors or subcontractors employed by it.
3. Broad Form Blanket, contractual liability for the obligations assumed in this contract.
4. Personal Injury Liability Endorsement with no exclusions pertaining to employment and contractual obligations.
5. Employees included as additional insured (excluding bodily injury to fellow employees only).
6. Broad Form Property Damage Liability.
7. Cross Liability.

SPECIAL CONDITIONSSC-10 INSURANCE (CONTINUED)3 Contractor Obligations

- 3.1 Contractor shall not violate or knowingly permit to be violated any condition of the policies of insurance provided by the terms of this contract and shall at all times satisfy the requirements of the insurance companies issuing them.
- 3.2 All requirements imposed by the policies referred to above upon and to be performed by Contractor shall likewise be imposed upon, assumed and performed by each of the subcontractors. Contractor and each subcontractor shall execute with their subcontractors a written agreement which shall include all such requirements. Any "hold harmless" and "indemnity" clause must benefit and not be detrimental in any way to the County, its other Consultants, the program manager and others so specifically identified in this contract.

4 Insurance Notices, Costs and Losses

4.1 All policies of insurance which may be required under this contract to secure and maintain shall be endorsed to provide that the insurance company shall notify the County at least 90 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall cause to be furnished to the County certificates of insurance maintained by the Contractor in connection with the performance of the work. As and when the County may direct, copies of actual insurance policies or renewals or replacements thereof shall be submitted to the County. All copies of policies, if any, and certificates of insurance submitted to the County shall be in a form and content acceptable to the County.

SC-11 MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference will be held on Wednesday, April 9, 2008 at 10:00 a.m. at the Cook County Sheriff's Department of Corrections, 2700 S. California Ave., Chicago, IL 60608 in Division V. Failure to attend the Mandatory Pre-bid Conference shall be cause for disqualifications of bid. Please be advised that proof of attendance at the previous mandatory pre-bid conference held on Tuesday, November 6, 2007 will fulfill the mandatory pre-bid conference requirements for this contract.

For security reasons, bidders must notify the CCDOC with the names of all persons (maximum 3) from the bidder's firm that will attend the conference. Contractors should register with Officer Jessica Campbell at (773) 869-6851 no later than 12:00 p.m. on Tuesday, April 8, 2008. Prospective bidders will be subject to all current rules and regulations at the Department of Corrections. No electronic devices, including cell phones or computers, of any kind are permitted. No cigarettes, cigars, matches or lighters are allowed. A current picture ID is required for admission.

SC-12 TRANSITION FROM EXISTING VENDOR

Continuity of service and the accuracy of inmate trust accounts are critical to the County. An existing Vendor is currently providing commissary and inmate trust account management services at the Cook County Department of Corrections (CCDOC). Upon expiration of the term of the Contract, Contractor is required to cooperate with the existing Vendor to assure that commissary service operations and inmate trust records are smoothly and accurately transitioned to the new Vendor. Contractor is required to provide to the CCDOC, on media to be specified by the CCDOC, a file of all ending inmate trust balances. The final payment for Commissary Services will be withheld until the CCDOC is certain that trust data and balances have been accurately transmitted to the successive Vendor. This requirement is in addition to the technology requirements as specified in section S-01 Technology, beginning on page S-1 of this bid document.

MANDATORY PRE-BID CONFERENCE

This is to verify that I have, this date, attended a Mandatory Pre-Bid Conference as required by the above numbered Contract.

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

Any unforeseen conditions not specified in the Contract and as found by my mandatory pre-bid conference are shown on the front of this form and/or attached sheets.

Cook County Sheriff's Department of Corrections
Division V
2700 S. California Ave.
Chicago, IL 60608

NAME (TYPED AND SIGNATURE)

COMPANY

OFFICIAL COMPANY

TELEPHONE NUMBER (Area Code)

NOTE: THIS FORM MUST BE FILLED IN COMPLETELY AND RETURNED WITH BID PROPOSAL. FAILURE TO COMPLETE THIS FORM SHALL BE CAUSE FOR DISQUALIFICATION OF BID.

INSPECTION CONFIRMED BY: _____

DATE: _____

SPECIFICATIONSS-01 Technology

The DOC's employees will be responsible for entering inmate identification information to Correctional Institution Management Information System (CIMIS). The Contractor must provide a method by which inmate identification data is electronically transferred from CIMIS into the Contractor's software package, including changes in inmate living unit locations. The DOC's trust department employees will be responsible for entering inmate trust fund receipts into the Contractor's software. The Contractor will be responsible for entering commissary orders and charging inmate trust fund accounts. Using the Contractor's software, the Sheriff will return the unused portion of the inmate trust fund account to the inmate upon his/her discharge from the Jail. The Contractor's system must allow the Sheriff to maintain control of the Inmate Trust Fund bank account and reconcile the balance to the Contractor's monthly reports. The County has a server room with available space where the Vendor could locate 10 rack mount file servers. The County is responsible for installation of internal network cabling and the Vendor is responsible for the cost. Any networking equipment required that is specifically configured for the Vendor's communications between itself and their corporate entity. They will have to go through the County's firewall. The Vendor is responsible for configuration and management of these resources. The JIMS system (CIMIS) is owned by Illinois State Police. The County's preference for format for data exchange with the JMS is direct connect to the host using reflections using ASCII for the existing system. The banking system should not automatically generate batches or checks for inmates who have been released through the JMS. The County does not require that transaction batch numbers be assigned by the end-user. The current phone service Vendor is Ameritech and the County does not require an interface to the phone system. The operating system used shall be compatible with the scanners that the Vendor uses.

The Contractor shall explain how the proposed system will perform the functions listed below. Additionally, the Contractor must list the facility name, contact name, and phone number of the facility(s) who are utilizing the feature on the Contractor's software.

The Contractor's software must:

- Allow inmate deposits to be held for a period of time.
- The banking system shall have the option of automatically assigning a batch number.
- Allow transactions to be held for different periods of time as determined by the facility.
- Allow a held deposit to be used for commissary purchases prior to the end of the hold period.
- Be capable of releasing held funds even after the inmate account has been closed.
- Allow batch numbers to be freely assigned to track batches of deposits, payments, payroll, etc.
- Keep a running balance of a batch during data input.
- Allow the transactions in the batch to be suspended until the batch is reconciled.
- Print batch reports and batches of receipts.
- Allow the CCDOC to release inmate balances to a single clearing account and cut one check to the State Penitentiary for multiple inmate transfers after sentencing.
- Automatically open accounts that originate in the CIMIS system.
- Assign release dates to accounts based on release date updates received from the CIMIS system.

SPECIFICATIONSS-01 TECHNOLOGY (CONTINUED)

- Update inmate housing locations based on housing updates received from the CIMIS system.
- Zero out abandoned inmate balances to a clearing account for consolidated escheatment payments into the Inmate Welfare Fund.
- Allow for Internet browser based inquiry of real-time individual inmate account history by more than 10 simultaneous users.
- Update inmate commissary restrictions based on housing locations received from the CIMIS system.
- Carry forwarded items rejected for security or spending restrictions and present the list of rejected items on completed individual commissary receipts.
- Provide immediate refunds for commissary orders not delivered prior to an inmate's release.
- Electronically transfer immediate refunds from the system you propose for the CCDOC directly to your billing system for automatic credits.
- Electronically release funds to inmates and electronically print payout in the form of a check or debit card.
- The strategy that the County will use for remote access to the inmate banking system for issue resolutions and system upgrades is either microsoft's remote desktop and or real VNC.
- Inmate data will be exchanged through an secure FTP server that the County currently maintains.
- Inmates will be released through the JMS. The commissary system will be required to close transactions for discharged inmates.

The Contractor must:

- Provide a printed example of an inmate's account transaction history including money order deposits held for a two-week period, uses of held funds during that two-week period for commissary orders, partial refunds of commissary orders, cash and wire transfer deposits, transfer checks, third party checks, partial cash release, subsequent held fund residual release after closeout, and balance clearing abandoned funds transaction.
- Demonstrate an order picking technology within the fulfillment center your company will use for CCDOC inmate orders that includes the registration of bar-coded pick slip details to mobile RF WIN CE terminals for 100% accuracy verification during the picking process, including on-line identification of picker id code and pick date/time stamping. The Vendor can determine their own inventory/delivery control. The County requires an audit of who picked it along with the date and time.
- Adapt to all computer software, wiring, programming and hardware upgrades implemented by the department.

SPECIFICATIONSS-01 TECHNOLOGY (CONTINUED)

- Provide at least three references of accounts of yours for whom you have converted legacy or competitor data into your system format for account startup.
- Demonstrate how you will carry forward at least five years of inmate financial transaction detail from the current system to your system should you be awarded the commissary contract.
- Provide, in writing, on company letterhead and signed by a company official, a statement guaranteeing access to all data stored in the database you propose for use by the CCDOC by means of Open Data Base Connectivity (ODBC) including the administrator password for the database you propose for the CCDOC.
- Provide, in writing, on company letterhead and signed by a company official, a statement guaranteeing that your company will supply comma delimited American Standard Code for Information Interchange (ASCII) file exports of all records in each table of your database on a daily basis to the CCDOC on media to be specified by the CCDOC.

The Contractor shall provide details concerning technical support during normal and after business hours. Historical transactions from the existing inmate banking system shall be brought forward to the new banking system. The County does not require that internet access to inmate transactions history be through a HTTPS secure connections. The County does not maintain in-house hosting resources for web access to transaction data and the Vendor is responsible for hosting the web software. The County manages certificates, if required. All inmate transactions shall be available through the web interface. The Web interface shall have the option to print query results of all inmate transactions. The web interface shall include an option to save data to an excel file or other format.

Computer equipment to be provided by the Contractor will include, but not be limited to, the following:

- Nine (9) computers/workstations with printers to be used by the trust department.
- Two (2) workstations with printer to be used in the payout area.
- Twenty (20) workstations with printers to be used by the social workers in the various divisions.

In addition, fifteen (15) of the above-mentioned workstations will be connected to an Internet service provider for access to the trust accounts for inquiries through the Internet. The Internet access will be restricted to the trust records. Access to any Internet site other than the trust fund accounts will not be allowed. Likewise, activity will also be restricted. The sites will be "read only", that is, manipulation of data will not be allowed.

The Contractor shall supply sufficient servers to allow for multiple transactions. There will be ability for multiple inquiries, order entering, scanning and recording of receipts and credits without a slowdown or interruption of service.

SPECIFICATIONSS-01 TECHNOLOGY (continued)

The Contractor shall also supply sufficient equipment to retain the present history of transactions as well as the archiving of transactions, with the ability to access the current history.

The Contractor shall supply sufficient equipment to insure continued operations with minimum interruption of service in the case of a breakdown of servers or other equipment.

The Contractor shall also retain on-site a number of computers/workstations and printers that can be immediately put in service in the event of a breakdown of installed equipment. Maintenance of all provided equipment shall be the responsibility of the Contractor.

At all times, CCDOC retains ownership of the CCDOC data contained within the computer system provided by the Contractor. This data is proprietary and confidential and shall not be used by the Contractor. The County's Technical contact for JIMS system to whom the Vendor can direct interface related questions is Jeff Guay.

S-02 MENU SELECTION AND PRICING

Menu items and pricing shall be determined jointly by the DOC and the Contractor. Items can be added or dropped only with the approval of the Director. The Director may reject any item for security reasons. All products containing glass or alcohol are prohibited. All tobacco products are prohibited. All items requiring cooking or heating are prohibited. Suggestions concerning menu offerings can come from either party. Menu items must be comparable to the attached current menu. All prices listed on the current menu include tax with the exception of postage. Inmates are charged all applicable Federal, State and Local Taxes. Vendor can choose how to identify taxes to inmates.

Across the board price increases will not be tolerated nor will any price increase without a reasonable explanation. (Supplier increases would be an example of a reasonable explanation.)

All menu items shall be priced competitively, that is they should not be priced higher than what can be found in a local store.

Individual inmate sales shall not exceed \$100 per week. However, the Director reserves the right to increase or decrease the spending limits upon mutual agreement with the Contractor. Clothing and hygiene products are exempt from the spending limitations.

The current menu and pricing are included in this bid. The bidder shall utilize this information to propose their menu which completely satisfies all of the current items. The bidder's proposed menu must also include the product brand name and size, for each item proposed. It is not necessary for the bidder's proposed menu to match the current brands and sizes. However, the bidder's proposed pricing shall not exceed the current menu pricing, on an ounce per ounce basis. The bidder's proposed pricing will be firm for a period of six (6) months from the contract dated, excluding increases in postage and taxes. Thereafter, any increases must be approved by the Sheriff.

SPECIFICATIONS

S-03 COMMISSION RETURN

Commissary sales and commissions will be paid for on a bi-monthly basis.

A reasonable estimate of annual sales can be used to determine monthly commissions with actual sales and commissions computed at least yearly.

Commissionable sales shall be construed as all moneys received from the sales of merchandise, products, or services, less any sales of non-commissionable items (i.e. stamps and/or indigent kits), refunds, allowances, or adjustments for returns, defective or unsatisfactory merchandise, product or service, and applicable sale taxes. Final decisions on any disputes shall be made by the Director. Vendor is responsible for remitting all applicable Federal, State and Local taxes

Contractor shall provide a monthly sales report to the Director no later than the fifteenth of each month. The Sales Report must include the following information: (i) commissionable sales; (ii) non-commissionable sales; (iii) adjustments for credits and refund; (iv) a to-date total of commissionable sales and commissions paid to the County.

The CCDOC will not accept any bids which offer additional commissions, funds, and or signing bonuses. Nor will it consider any bid that has provisions for any other operation or program at the DOC or with Cook County.

S-04 STARTUP CAPABILITIES

The Contractor must be capable and provide a detailed startup plan for the provision of the proposed commissary services and an inmate trust accounting system within 30 days from the date of the award.

ARAMARK

INMATE NUMBER

LAST NAME

FIRST NAME

MI

UNIT

I Authorize The Sheriff To Charge My Account:

Prices are subject to change without notice. Substitutions will not be made. Orders will be adjusted if there is not enough money available in account. Fill in quantity column only. Prices include tax

COOK COUNTY

SPENDING LIMIT \$80.00 PER WEEK

(ORDER MUST BE SIGNED)

MARKING INSTRUCTIONS

- Make dark marks that fill the oval completely.
- Make no stray marks.

WRONG X ← RIGHT →

HEALTH & BEAUTY PRICE

HEALTH & BEAUTY PRICE

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

1001	Conditioner - Balsam 14 oz	\$1.46
1002	Conditioner - Balsam 4 oz	\$0.80
1003	Shampoo - Balsam 14 oz	\$1.46
1004	Shampoo - Balsam 4 oz	\$0.80
1005	Shampoo VO5	\$2.20
1006	Shampoo - Dandruff 11 oz	\$2.02
1009	Hair Relaxer/Perm	\$7.26
1010	Hair Food	\$2.05
1011	Coconut Oil Conditioner	\$2.55
1012	Pomade	\$2.45
1014	Deodorant - Generic Men's	\$1.85
1015	Deodorant - Generic Ladies	\$1.85
1016	Deodorant - Ladies (Mennen)	\$2.45
1017	Deodorant - Men's (Mennen)	\$2.45
1018	Deodorant - Roll On 1.5 oz	\$0.80
1019	Baby Powder	\$1.70
1020	Lotion - Cocoa Butter	\$1.85
1022	Lotion - Hand / Body	\$1.85
1023	Medicated Skin Cream	\$1.95
1024	Anti-Fungal Cream	\$2.25
1025	Lip Balm Conditioner	\$0.97
1026	Magic Cream Shave Depilatory	\$3.00
1027	After Shave 4 oz	\$1.50
1028	Soap - Irish Spring	\$0.90
1030	Soap - Tone	\$1.00
1031	Soap - Jergens	\$0.90
1032	Soap - Like Dial	\$0.90
1033	Soap Dish	\$0.60
1034	Mouthwash - Mint	\$1.50
1065	Toothpaste - Freshmint 4.6oz	\$1.50
1036	Toothpaste - Colgate 2.7oz	\$1.87
1037	Toothbrush - medium	\$0.97
1038	Efferdent Denture Cleanser 40 Ct	\$2.75
1039	Effergrip 2.5 oz	\$3.75
1040	Acetaminophen 2 pk	\$0.45
1041	Ibuprofen 2pk	\$0.45
1042	Rolaids (Original)	\$0.80
1043	Halls Cough Drops	\$0.97
1044	Daily Vitamin with Iron	\$2.95
1045	Saline Solution	\$2.15
1046	Douche - Sweet n Fresh	\$1.50
1047	Super Maxi Pad	\$1.53
1048	Foot Powder	\$1.75
1049	Comb 9" - Dress	\$0.40
1050	Palm Brush	\$0.45
1051	Shower Cap	\$0.27
1068	Metamucil 2 pk Sugar Free	\$1.25
1069	Vaseline 5gm packet	\$0.17
1070	Hydrocortisone Ointment	\$3.00
1060	Reading Glasses +1.0	\$6.00
1061	Reading Glasses +1.25	\$6.00
1053	Reading Glasses +1.5	\$6.00
1054	Reading Glasses +1.75	\$6.00
1055	Reading Glasses +2.00	\$6.00
1056	Reading Glasses +2.25	\$6.00
1057	Reading Glasses +2.50	\$6.00
1058	Reading Glasses +2.75	\$6.00
1059	Reading Glasses +3.00	\$6.00
1062	Reading Glasses +3.25	\$6.00
1063	Reading Glasses +3.5	\$6.00

CHIPS

3050	Chips - Regular - 1.5 oz	\$0.78
3051	Chips - BBQ (spicy) - 1.5 oz	\$0.78
3054	Frito Hot Fries - 1.75 oz	\$0.78
3055	Corn Chips - Chili Cheese - 2 oz	\$0.78
3056	Doritos - Nacho - 1.75 oz	\$0.78
3057	Doritos - Pepperjack - 1.75 oz	\$0.78
3058	Cheese Popcorn - 1 oz	\$0.78
3059	Cheetos - Crunchy - 2 oz	\$0.78
3060	Cheetos - Hot - 2 oz	\$0.78
3063	Baconettes - 1 oz	\$0.78
3064	Flamin' Hot Trail Mix - 2 oz	\$0.78
3023	Doritos - Fiery Habanero	\$0.78
3016	Peanuts - Salted - 1 oz	\$0.45
3017	Saltines - 16 oz	\$1.90
3019	Snack Crackers - 2 oz	\$2.30
3021	Sunflower Kernels	\$0.60

DRINKS

5001	Coffee - Decaf - 10 pk	\$2.75
5002	Coffee - Regular - 10 pk	\$2.50
5003	Sugar - 10 pk	\$0.40
5004	Creamer - 10 pk	\$0.40
5005	Sugar Substitute - 10 pk	\$0.17
5007	Lemon Drink - Sugar Free 10 pk	\$2.20
5008	BL Cherry Drink - Sugar Free 10 pk	\$2.20
5010	Orange Breakfast Drink 6oz packet	\$1.40
5011	Lemonade 6oz packet	\$1.40
5012	Fruit Punch 6oz packet	\$1.40
5013	Cherry Drink 6oz packet	\$1.40
5015	Hot Chocolate - 10Ct box	\$2.30
5019	Tea - 100 ct	\$2.50

GENERAL MERCHANDISE

6001	Envelopes #10 White	\$0.03
6002	Legal Pad - White	\$0.75
6003	Blue Pen - Plastic Cap	\$0.20
6004	Greeting Card - Birthday	\$1.00
6005	Greeting Card - Juvenile BDay	\$1.00
6006	Greeting Card - Get Well	\$1.00
6007	Greeting Card - Friendship	\$1.00
6008	Greeting Card - Anniversary	\$1.00
6009	Greeting Card - Thank You	\$1.00
6010	Greeting Card - Holiday	\$1.00
6011	Greeting Card - Birthday (Spanish)	\$1.00
6016	Greeting Card - Love	\$1.00
6013	Tumbler - Plastic w/Lid	\$0.50
6014	Envelopes - 9 X 12	\$0.15
6015	Laundry Detergent	\$0.60
6012	Playing Cards	\$1.30

PASTRIES

7002 Cinnamon Roll - Texas - 4.25 oz	\$0.85
7003 Peanut Butter Bars - Box - 12 oz	\$1.65
7004 Oatmeal Sandwich Cakes - Box - 9.25 oz	\$1.65
7005 Dunking Sticks - Box - 10 oz	\$1.65
7006 Swiss Rolls - Box - 12 oz	\$1.75
7008 Cupcake - 4 oz	\$1.00
7009 Honey Buns - 6 oz	\$1.00

FOOD

7102 Jalapeno Cheese Spread - 8 oz	\$2.00
7105 Sliced Jalapeno Peppers - .7 oz	\$0.45
7106 Hot Sauce - 6 oz	\$1.25
7107 BBQ Sauce - 18 oz	\$2.40
7108 Squeeze Ketchup - 24 oz	\$1.50
7109 Mayonnaise - 11.5 oz	\$2.20
7110 6 Gun Beef Stick - 1.125 oz	\$0.60
7112 Sliced Pepperoni - 3 oz	\$2.25
7113 Summer Sausage - Beef - 5 oz	\$2.25
7114 Summer Sausage - Hot Beef - 5 oz	\$2.25
7115 Tuna - 3 oz	\$1.50
7116 Dill Pickle - 1 oz	\$1.00
7117 Tortillas - 6 pk	\$0.95
7118 Peanut Butter - Single - 1.12 oz	\$0.43
7119 Peanut Butter - 18 oz	\$2.85
7120 Strawberry Jelly - 12 oz	\$2.20
7121 Grape Jelly - 12 oz	\$2.20
7122 Honey - 8 oz	\$1.95
7123 Granola Bar - Ch Chip - 1.3 oz	\$0.40
7124 Strawberry Cereal Bar - 1.3 oz	\$0.50
7125 Frosted Flakes - 20 oz	\$3.25
7126 Toasted Oats - 15 oz	\$3.25
7131 Sardines - 3.53 oz	\$1.74
7137 Salsa Medium - 4 oz	\$0.97
7135 Refried Beans - 4 oz	\$1.99
7136 Spicy Refried Beans Precooked Rice - 4.4 oz	\$2.15
7140 Spicy Meat and Cheese Snack - 1.125 oz	\$0.65
7145 Pizza Combos	\$1.19
7146 Corn Nuts	\$0.89
7147 Hot Pickle	\$1.00
7148 Red Hot Sausage	\$0.59
7149 Sweet and Hot Snack Mix	\$0.91

CANDY

8001 Butterscotch Buttons - Bag - 4.5 oz	\$0.97
8002 Jolly Rancher - Assorted Bag - 4 oz	\$0.97
8004 Starlight Mints - Bag - 4.5 oz	\$0.97
8005 Atomic Fire Balls - Bag - 4 oz	\$0.97
8006 Sugar Free Wild Fruit - Bag - 2 oz	\$0.97
8007 M&M Peanuts - 1.74 oz	\$0.80
8008 Baby Ruth - 2.1 oz	\$0.80
8009 Snickers - 2.07 oz	\$0.80
8012 Reese Peanut Butter Cup - 1.5 oz	\$0.80
8013 Skittles - 2.17 oz	\$0.80
8020 Cherry Sours	\$1.99
8021 Orange Slices	\$1.99

COOKIES

9005 Strawberry Crème - 8 oz	\$1.58
9006 Chocolate Chip - 7.5 oz	\$1.58
9007 Butterfinger - 7.5 oz	\$1.58
9011 Peanut Butter - 2.75 oz	\$0.60
9015 Chocolate Pecan	\$1.58
9016 Chocolate and Creme	\$1.58

STAMPS

9201 Book of Stamps - 10	\$3.90
9203 Stamped Envelope w/paper	\$0.57

CLOTHING

9100 Men's Briefs - Small	\$2.75
9101 Men's Briefs - Medium	\$2.75
9102 Men's Briefs - Large	\$2.75
9103 Men's Briefs - XL	\$2.75
9104 Men's Briefs - 2XL	\$3.7
9105 Men's Briefs - 3XL	\$3.75
9106 Men's Briefs - 4XL	\$4.65
9107 Men's Briefs - 5XL	\$4.65
9108 Women's Panties - Small	\$2.75
9109 Women's Panties - Medium	\$2.75
9110 Women's Panties - Large	\$2.75
9111 Women's Panties - XL	\$2.75
9112 Women's Panties - 2XL	\$2.75
9113 Women's Panties - 3XL	\$2.75
9114 Women's Panties - 4 XL	\$3.75
9115 Sports Bra (34 A, 34B, 34C)	\$10.00
9116 Sports Bra (36B, 36C)	\$10.00
9117 Sports Bra (38B, 38C)	\$10.00
9119 Sports Bra (40C, 42C)	\$12.50
9121 Sports Bra (44 D)	\$12.50
9122 Socks - One Size	\$1.25
9123 Shower Shoes - Cross Small	\$1.00
9124 Shower Shoes - Cross Medium	\$1.00
9125 Shower Shoes - Cross Large	\$1.00
9126 Shower Shoes - Deluxe Medium	\$3.25
9127 Shower Shoes - Deluxe Large	\$3.25
9128 Shower Shoes - Deluxe XL	\$3.25
9129 Wash Cloth - Brown	\$1.65
9130 Bath Towel - Brown	\$6.00
9131 Boxers - Small	\$3.50
9132 Boxers - Medium	\$3.50
9133 Boxers - Large	\$3.50
9134 Boxers - XL	\$3.50
9135 Boxers - 2XL	\$4.85
9136 Boxers - 3XL	\$6.25
9137 Boxers - 4XL	\$6.25
9138 Boxers - 5 XL	\$6.25
9139 Boxers - 6XL	\$6.25
9140 Thermal Pants - Small	\$5.95
9141 Thermal Pants - Medium	\$5.95
9142 Thermal Pants - Large	\$5.95
9143 Thermal Pants - XL	\$5.95
9144 Thermal Pants - 2XL	\$5.95
9145 Thermal Pants - 3XL	\$5.95
9146 Thermal Pants - 4 XL	\$5.95
9147 Thermal Top - Small	\$5.95
9148 Thermal Top - Medium	\$5.95
9149 Thermal Top - Large	\$5.95
9150 Thermal Top - XL	\$5.95
9151 Thermal Top - 2XL	\$5.95
9152 Thermal Top - 3XL	\$6.80
9153 Thermal Top - 4 XL	\$6.80
9154 T-Shirt - Small	\$3.00
9155 T-Shirt - Medium	\$3.00
9156 T-Shirt - Large	\$3.00
9157 T-Shirt - XL	\$3.08
9158 T-Shirt - 2XL	\$3.48
9159 T-Shirt - 3XL	\$3.73
9160 T-Shirt - 4XL	\$3.98
9161 T-Shirt - 6XL	\$4.63

SPECIALS

4025 Special 1	
4026 Special 2	
4027 Special 3	
4028 Special 4	
4029 Special 5	
4030 Special 6	
4031 Special 7	
4032 Special 8	
4033 Special 9	
4034 Special 10	

SPECIFICATIONS

CLOTHING		COOKIES&PASTRIES		HEALTH&BEAUTY		
Item	Size	Usage	Item	Size	Usage	
Panties	2XL		2 Choc Cookies	8.0 oz	2,149 Acetaminophen	276
Panties	3XL		3 Choc Pecan Cook	7.5 oz	3,573 After Shave	159
Panties	4XL		0 Choc Chip Cook		3,783 Antifungal CRM	61
Panties	LRG		29 Cinn Roll	4.25 oz	4,216 Baby Powder	1,058
Panties	MED		29 Strawberry Cook	8.0 oz	3,100 Coconut Oil Cond	305
Panties	SML		Cupcake	4.0 oz	4,231 COND - BAL	88
Panties	XL		12 Dunking Sticks	1.7 oz	4,859 COND - BAL	219
Shower SH - CR	LRG		123 Honey Buns	6.0 oz	25,501 Shave CRM DELP	588
Shower SH - CR	MED		Oatmeal Cookie	16 oz	12,992 D & L Relaxer	54
Shower SH - CR	SML		18 PB Cookie	2.75 oz	4,293 Vitamin - Daily	225
Shower SH - DLX	LRG		6 Peanut BTR Bars	12 oz	9,665 DEOD - Ladies	35
Shower SH - DLX	MED		63 Swiss Rolls	2.2 oz	3,571 DEOD - Mens	628
Shower SH - DLX	XL		48		DEOD Lad Men	216
Socks	1 Size		169 CANDY		DEOD Men Men	2,557
Sports Bra	2XL		Butterfinger		DEOD Roll	839
Sports Bra	3XL		ATMC Fireballs	.4 oz	1,902 Douche	24
Sports Bra	LRG		Baby Ruth	2.1 oz	1,294 Efferdent - CLNSR	30
Sports Bra	MED		BTRSTCH Buttons		1,300 Effergrip	30
Sports Bra	XL		Cherry Sours	5.5 oz	1,291 Foot Powder	147
T-Shirt	2XL		228 Jolly Ranchers	4.0 oz	8,380 Hair Food	436
T-Shirt	3XL		148 M&M Peanut	1.74 oz	2,376 Cough Drops - Hall	526
T-Shirt	4XL		121 Orange Slices	10.5 oz	756 Hydrocortizone	53
T-Shirt	6XL		13 Reeses PB Cup	1.5 oz	1,647 Ibuprofen	656
T-Shirt	LRG		28 SF Wild Fruit - BG	2.0 oz	335 Lip Balm	242
T-Shirt	MED		153 Skittles	2.17 oz	2,207 Lotion - CCBUTR	764
T-Shirt	SML		3 Snickers	2.07 oz	4,305 Lotion - Moister	333
T-Shirt	XL		6 Starlight Mints	4.5 oz	1,568 Skin Cream - MED	255
Bath Towel	Brwn		156 FOOD		Metamucil	93
Boxers	2XL		26 6 Gun Beef STX	1.25oz	17,773 Mothwash - Mint	273
Boxers	3XL		BBG Sauce	18 oz	2,518 Brush - Palm	32
Boxers	4XL		19 Beans/Rice	4.4 oz	1,483 Petroleum Jelly	32
Boxers	5XL		6 Combos	1.8 oz	670 Pomade	111
Boxers	6XL		15 Corn Nuts	1.4 oz	697 Roloids - Original	172
Boxers	LRG		170 Dill Pickle		1,667 Saline Solution	3
Boxers	MED		183 FRST FLKS		- Shampoo - VO5	586
Boxers	SML		26 Gran Bar CC		5,742 Shampoo - BAL	713
Boxers	XL		Grape Jelly	12 oz	570 Shampoo - BAL	222
Briefs	2XL		Honey	8 oz	942 Shampoo - DNDRFF	178
Briefs	3XL		Hot Pickle		4,691 Shower Cap	293
Briefs	4XL		Hot Sause	18 oz	2,631 Soap - Dish	485
Briefs	5XL		JAL CHS SPRD	8.0 oz	7,382 Soap - Irish Spring	5,980
Briefs	LRG		Mayonnaise	11.5 oz	5,794 Soap - Jergens	7,375
Briefs	MED		Meat/Cheese	1.125 oz	2,546 Soap - Like Dial	-
Briefs	SML		Peanut Butter		19,727 Soap - Tone	4,563
Briefs	XL		Red Hot Sauce		- Maxi Pad - Super	8
Thermal PNTS	2XL		Refried Beans	4.0 oz	1,214 Toothbrush - TEK	198
Thermal PNTS	3XL		Salsa	3.0 oz	1,016 Toothpaste - FRMT	128
Thermal PNTS	4XL		Sardines	3.53 oz	814 Toothpaste - CLGT	1,446
Thermal PNTS	LRG		Sausage-HT Beef	5.oz	1,681	
Thermal PNTS	MED		Sliced JLP Pepper	.7 oz	8,377 GENERAL MERCHANDISE	
Thermal PNTS	XL		Sliced Pepperoni	3.0 oz	5,886 Pen - Plastic	425
Thermal PNTS	XL		Ketchup - Squeeze	12 oz	2,380 Card - Birthday	633
Thermal Top	2XL		Jelly - Strawberry	12 oz	1,231 Card - Friends	241
Thermal Top	3XL		Cereal Bar - STRBY		593 Card - Get Well	76
Thermal Top	4XL		SUMR SAUS - BF	5.0 oz	762 Card - Thank You	523
Thermal Top	LG		Sweet & Hot Mix	1.75 oz	4,135 Card - Anniver	121
Thermal Top	MED		Toasted Oats		1,017 Card - Bday	55
Thermal Top	SML		Tortillas		- Card - Kid Bday	217
Thermal Top	XL		Tuna		14,126 Card - Love	1,548
Thermal Top	BRWN				14,215 Detergent	3,556
Wash Cloth					Envelope - Wht	15,375
			BEVERAGE		Envelopes	1,375
			BL Cherry - SF		Legal Pad - Wht	2,245
Baconettes	1		8791 Cherry Drink	6.0 oz	2565 Playing Cards	713
Cheetos	2.0 oz		10563 Coffee - Decaf	1.7 g	332 Tumbler - PLSTC	885
Cheetos - FH	2.0 oz		22252 Coffee - Regular	1.7g	4139	
Doritos - Nacho	1.75 oz		20365 Creamer		1592 GENERAL MERCH NC	
Doritos - Habanero	1.75 oz		15298 Fruit Punch	6.0 oz	3177 Glasses	12
Frito-Chili Cheese	2.0 oz		16962 Hot Choc - Box	10 0 oz	972 Glasses	
Peanuts Salted	1.0 oz		2942 Lemon Drink -SF	6.0 oz	464 Glasses - Reading	
Popcorn - Cheese			4248 Lemonade	6.0 oz	2968 Glasses - Reading	
Potatoe Chips BBQ	1.5 oz		15769 Orange BKFST DR	6.0 oz	1651 Glasses - Reading	
Potatoe Chips REG	1.5 oz		7514 Sugar		4214 Glasses - Reading	
Saltines	16 oz		2987 Sugar Substitute		9656 Glasses - Reading	
Snack Crackers	12 oz		1181 Tea	5.29 oz	1154 Glasses - Reading	
Sunflower Kernals	2.0 oz		3847		Glasses - Reading	
Trail Mix - Hot	2.0 oz		5510 POSTAGE			
			Stamps 2		0	
			Stamped envelope w/paper		11344	
			Stamps		1568	

SPECIFICATIONS

CLOTHING		COOKIES&PASTRIES		HEALTH&BEAUTY		
Item	Size	Usage	Item	Size	Usage	
Panties	2XL		2 Choc Cookies	8.0 oz	1,968 Acetaminophen	235
Panties	3XL		3 Choc Pecan Cook	7.5 oz	3,304 After Shave	4.0 oz 122
Panties	4XL		0 Choc Chip Cook		3,657 Antifungal CRM	15 g 66
Panties	LRG		29 Cinn Roll	4.25 oz	4,778 Baby Powder	14 oz 976
Panties	MED		29 Strawberry Cook	8.0 oz	2,799 Coconut Oil Cond	4.0 oz 320
Panties	SML		Cupcake	4.0 oz	3,846 COND - BAL	14 oz 113
Panties	XL		12 Dunking Sticks	1.7 oz	5,623 COND - BAL	4 oz 223
Shower SH - CR	LRG		123 Honey Buns	6.0 oz	25,614 Shave CRM DELP	6.0 oz 607
Shower SH - CR	MED		Oatmeal Cookie	16 oz	15,003 D & L Relaxer	
Shower SH - CR	SML		18 PB Cookie	2.75 oz	4,438 Vitamin - Daily	
Shower SH - DLX	LRG		6 Peanut BTR Bars	12 oz	10,260 DEOD - Ladies	2 oz 53
Shower SH - DLX	MED		63 Swiss Rolls	2.2 oz	3,891 DEOD - Mens	2.25 o 527
Shower SH - DLX	XL		48		DEOD Lad Men	1.4 oz 269
Socks	1 Size		169 CANDY		DEOD Men Men	2.0 oz 2,505
Sports Bra	2XL		Butterfinger		DEOD Roll	1.5 oz 896
Sports Bra	3XL		ATMC Fireballs	.4 oz	1,976 Douche	12 oz 36
Sports Bra	LRG		Baby Ruth	2.1 oz	1,363 Efferdent - CLNSR	
Sports Bra	MED		BTRSCCTCH Buttons		1,262 Effergrip	2.4 oz 41
Sports Bra	XL		Cherry Sours	5.5 oz	1,197 Foot Powder	4 oz 158
T-Shirt	2XL		228 Jolly Ranchers	4.0 oz	8,199 Hair Food	4 oz 494
T-Shirt	3XL		148 M&M Peanut	1.74 oz	2,308 Cough Drops - Hall	
T-Shirt	4XL		121 Orange Slices	10.5 oz	674 Hydrocortizone	1 oz 53
T-Shirt	6XL		13 Reeses PB Cup	1.5 oz	1,411 Ibuprofen	
T-Shirt	LRG		28 SF Wild Fruit - BG	2.0 oz	288 Lip Balm	
T-Shirt	MED		153 Skittles	2.17 oz	2,111 Lotion - CCBUTR	11 oz 805
T-Shirt	SML		3 Snickers	2.07 oz	4,054 Lotion - Moister	11 oz 419
T-Shirt	XL		6 Starlight Mints	4.5 oz	1,543 Skin Cream - MED	4.5 oz 192
Bath Towel	Brwn		156 FOOD		Metamucil	
Boxers	2XL		26 6 Gun Beef STX	1.25oz	16,943 Mothwash - Mint	12 oz 303
Boxers	3XL		BBG Sauce	18 oz	2,690 Brush - Palm	
Boxers	4XL		19 Beans/Rice	4.4 oz	1,463 Petroleum Jelly	
Boxers	5XL		6 Combos	1.8 oz	676 Pomade	3.0 oz 239
Boxers	6XL		15 Corn Nuts	1.4 oz	697 Roloids - Original	
Boxers	LRG		170 Dill Pickle		1,502 Saline Solution	
Boxers	MED		183 FRST FLKS		- Shampoo - VO5	14 oz 538
Boxers	SML		26 Gran Bar CC		4,703 Shampoo - BAL	14 oz 638
Boxers	XL		Grape Jelly	12 oz	952 Shampoo - BAL	4 oz 198
Briefs	2XL		Honey	8 oz	1,067 Shampoo - DNDRFF	11 oz 190
Briefs	3XL		Hot Pickle		3,698 Shower Cap	
Briefs	4XL		Hot Sause	18 oz	2,605 Soap - Dish	
Briefs	5XL		JAL CHS SPRD	8.0 oz	7,294 Soap - Irish Spring	3.2 oz 5,552
Briefs	LRG		Mayonnaise	11.5 oz	5,915 Soap - Jergens	4.5 oz 7,476
Briefs	MED		Meat/Cheese	1.125 oz	2,892 Soap - Like Dial	4.4 oz -
Briefs	SML		Peanut Butter		22,146 Soap - Tone	3.5 oz 4,686
Briefs	XL		Peanut Butter		- Maxi Pad - Super	
Thermal PNTS	2XL		Red Hot Sauce		991 Toothbrush - TEK	
Thermal PNTS	3XL		Refried Beans	4.0 oz	924 Toothpaste - FRMT	
Thermal PNTS	4XL		Salsa	3.0 oz	760 Toothpaste - CLGT	2.7 oz 2,082
Thermal PNTS	LRG		Sardines	3.53 oz		
Thermal PNTS	MED		Sausage-HT Beef	5.oz	10,460 GENERAL MERCHANDISE	
Thermal PNTS	SML		Sliced JLP Pepper	.7 oz	6,185 Pen - Plastic	3,583
Thermal PNTS	XL		Sliced Pepperoni	3.0 oz	2,118 Card - Birthday	685
Thermal PNTS	XL		Ketchup - Squeeze	12 oz	1,540 Card - Friends	240
Thermal Top	2XL		Jelly - Strawberry	12 oz	572 Card - Get Well	58
Thermal Top	3XL		Cereal Bar - STRBY		1,408 Card - Thnk You	620
Thermal Top	4XL		SUMR SAUS - BF	5.0 oz	4,421 Card - Anniver	124
Thermal Top	LG		Sweet & Hot Mix	1.75 oz	988 Card - Bday	55
Thermal Top	MED		Toasted Oats		- Card - Kid Bday	227
Thermal Top	SML		Tortillas		14,494 Card - Love	1,429
Thermal Top	XL		Tuna		14,049 Detergent	3,846
Thermal Top	BRWN				Envelope - Wht	15,790
Wash Cloth					Envelopes	1,574
			BEVERAGE		Legal Pad - Wht	2,291
Baconettes	1		BL Cherry - SF		2410 Playing Cards	758
Cheetos	2.0 oz		8430 Cherry Drink	6.0 oz	290 Tumbler - PLSTC	948
Cheetos - FH	2.0 oz		7578 Coffee - Decaf	1.7 g		
Cheetos - Nacho	1.75 oz		21765 Coffee - Regular	1.7g	5717	
Doritos - Habanaro	1.75 oz		19215 Creamer		1614 GENERAL MERCH NC	
Frito-Chili Cheese	2.0 oz		17925 Fruit Punch	6.0 oz	2969 Glasses	12
Peanuts Salted	1.0 oz		17147 Hot Choc - Box	10 0 oz	1106 Glasses	
Popcorn - Cheese			2565 Lemon Drink -SF	6.0 oz	342 Glasses - Reading	
Potatoe Chips BBQ	1.5 oz		3934 Lemonade	6.0 oz	3029 Glasses - Reading	
Potatoe Chips REG	1.5 oz		14283 Orange BKFST DR	6.0 oz	1648 Glasses - Reading	
Saltines	16 oz		7086 Sugar		4606 Glasses - Reading	
Snack Crackers	12 oz		3171 Sugar Substitute		11126 Glasses - Reading	
Sunflower Kernals	2.0 oz		1536 Tea	5.29 oz	1084 Glasses - Reading	
Trail Mix - Hot	2.0 oz		3332		Glasses - Reading	
			5510 POSTAGE			
			Stamps 2		0	
			Stamped envelope w/paper		8991	
			Stamps		1649	

SPECIFICATIONS

CLOTHING		COOKIES&PASTRIES		HEALTH&BEAUTY		
Item	Size	Usage	Item	Size	Usage	
Panties	2XL		2 Choc Cookies	8.0 oz	2,498 Acetaminophen	144
Panties	3XL		3 Choc Pecan Cook	7.5 oz	4,149 After Shave	4.0 oz 179
Panties	4XL		0 Choc Chip Cook		4,570 Antifungal CRM	15 g 88
Panties	LRG		29 Cinn Roll	4.25 oz	5,592 Baby Powder	14 oz 1,150
Panties	MED		29 Strawberry Cook	8.0 oz	3,830 Coconut Oil Cond	4.0 oz 343
Panties	SML		Cupcake	4.0 oz	4,913 COND - BAL	14 oz 134
Panties	XL		12 Dunking Sticks	1.7 oz	6,398 COND - BAL	4 oz 267
Shower SH - CR	LRG		123 Honey Buns	6.0 oz	28,897 Shave CRM DELP	6.0 oz 733
Shower SH - CR	MED		Oatmeal Cookie	16 oz	16,433 D & L Relaxer	61
Shower SH - CR	SML		18 PB Cookie	2.75 oz	5,099 Vitamin - Daily	252
Shower SH - DLX	LRG		6 Peanut BTR Bars	12 oz	11,792 DEOD - Ladies	2 oz 54
Shower SH - DLX	MED		63 Swiss Rolls	2.2 oz	3,662 DEOD - Mens	2.25 oz 683
Shower SH - DLX	XL		48		DEOD Lad Men	1.4 oz 302
Socks	1 Size		169 CANDY		DEOD Men Men	2.0 oz 2,949
Sports Bra	2XL		Butterfinger		DEOD Roll	1.5 oz 1,164
Sports Bra	3XL		ATMC Fireballs	.4 oz	2,280 Douche	12 oz 30
Sports Bra	LRG		Baby Ruth	2.1 oz	1,844 Efferdent - CLNSR	10
Sports Bra	MED		BTRSCTCH Buttons		1,517 Effergrip	2.4 oz 41
Sports Bra	XL		Cherry Sours	5.5 oz	1,466 Foot Powder	4 oz 168
T-Shirt	2XL		228 Jolly Ranchers	4.0 oz	10,185 Hair Food	4 oz 562
T-Shirt	3XL		148 M&M Peanut	1.74 oz	3,122 Cough Drops - Hall	791
T-Shirt	4XL		121 Orange Slices	10.5 oz	829 Hydrocortizone	1 oz 53
T-Shirt	6XL		13 Reeses PB Cup	1.5 oz	2,030 Ibuprofen	819
T-Shirt	LRG		28 SF Wild Fruit - BG	2.0 oz	398 Lip Balm	414
T-Shirt	MED		153 Skittles	2.17 oz	2,716 Lotion - CCBUTR	11 oz 1,196
T-Shirt	SML		3 Snickers	2.07 oz	5,445 Lotion - Moistur	11 oz 450
T-Shirt	XL		6 Starlight Mints	4.5 oz	2,287 Skin Cream - MED	4.5 oz 266
Bath Towel	Brwn		156 FOOD		Metamucil	59
Boxers	2XL		26 6 Gun Beef STX	1.25oz	21,128 Mothwash - Mint	12 oz 365
Boxers	3XL		BBG Sauce	18 oz	3,501 Brush - Palm	586
Boxers	4XL		19 Beans/Rice	4.4 oz	1,751 Petroleum Jelly	32
Boxers	5XL		6 Combos	1.8 oz	981 Pomade	3.0 oz 159
Boxers	6XL		15 Corn Nuts	1.4 oz	697 Roluids - Original	140
Boxers	LRG		170 Dill Pickle		1,907 Saline Solution	3
Boxers	MED		183 FRST FLKS		- Shampoo - VO5	14 oz 679
Boxers	SML		26 Gran Bar CC		5,850 Shampoo - BAL	14 oz 726
Boxers	XL		Grape Jelly	12 oz	688 Shampoo - BAL	4 oz 289
Briefs	2XL		Honey	8 oz	1,259 Shampoo - DNDFFF	11 oz 197
Briefs	3XL		Hot Pickle		4,691 Shower Cap	381
Briefs	4XL		Hot Sauce	18 oz	3,039 Soap - Dish	665
Briefs	5XL		JAL CHS SPRD	8.0 oz	8,917 Soap - Irish Spring	3.2 oz 6,786
Briefs	LRG		Mayonnaise	11.5 oz	7,187 Soap - Jergens	4.5 oz 8,934
Briefs	MED		Meat/Cheese	1.125 oz	3,440 Soap - Like Dial	4.4 oz
Briefs	SML		Peanut Butter		24,482 Soap - Tone	3.5 oz 5,679
Briefs	XL		Peanut Butter		- Maxi Pad - Super	7
Thermal PNTS	2XL		Red Hot Sauce		1,457 Toothbrush - TEK	334
Thermal PNTS	3XL		Refried Beans	4.0 oz	1,121 Toothpaste - FRMT	181
Thermal PNTS	4XL		Salsa	3.0 oz	956 Toothpaste - CLGT	2.7 oz 2,694
Thermal PNTS	LRG		Sardines	3.53 oz	2,022	
Thermal PNTS	MED		Sausage-HT Beef	5.0z	12,002 GENERAL MERCHANDISE	
Thermal PNTS	SML		Sliced JLP Pepper	.7 oz	2,572 Pen - Plastic	4,505
Thermal PNTS	XL		Sliced Pepperoni	3.0 oz	2,736 Card - Birthday	846
Thermal PNTS	XL		Ketchup - Squeeze	12 oz	1,613 Card - Friends	272
Thermal Top	2XL		Jelly - Strawberry	12 oz	722 Card - Get Well	58
Thermal Top	3XL		Cereal Bar - STRBY		1,480 Card - Thank You	669
Thermal Top	4XL		SUMR SAUS - BF	5.0 oz	4,928 Card - Anniver	104
Thermal Top	LG		Sweet & Hot Mix	1.75 oz	1,500 Card - Bday	45
Thermal Top	MED		Toasted Oats		- Card - Kid Bday	263
Thermal Top	SML		Tortillas		17,096 Card - Love	1,625
Thermal Top	XL		Tuna		16,904 Detergent	4,330
Thermal Top	BRWN				Envelope - Wht	18,133
Wash Cloth					Envelopes	1,732
			BEVERAGE		Legal Pad - Wht	2,684
Baconettes	1		BL Cherry - SF		3067 Playing Cards	843
Cheetos	2.0 oz		10451 Cherry Drink	6.0 oz	342 Tumbler - PLSTC	1,115
Cheetos - FH	2.0 oz		12665 Coffee - Decaf	1.7 g	6516	
Doritos - Nacho	1.75 oz		25592 Coffee - Regular	1.7g	1874 GENERAL MERCH NC	
Doritos - Habanero	1.75 oz		21975 Creamer		3536 Glasses	12
Frito-Chili Cheese	2.0 oz		25076 Fruit Punch	6.0 oz	1252 Glasses	
Peanuts Salted	1.0 oz		21670 Hot Choc - Box	10.0 oz	549 Glasses - Reading	
Popcorn - Cheese			3473 Lemon Drink -SF	6.0 oz	3646 Glasses - Reading	
Potatoe Chips BBQ	1.5 oz		4790 Lemonade	6.0 oz	2098 Glasses - Reading	
Potatoe Chips REG	1.5 oz		18996 Orange BKFST DR	6.0 oz	5256 Glasses - Reading	
Saltines	16 oz		9370 Sugar		12746 Glasses - Reading	
Snack Crackers	12 oz		3968 Sugar Substitute		1778 Glasses - Reading	
Sunflower Kernals	2.0 oz		1608 Tea	5.29 oz		
Trail Mix - Hot	2.0 oz		3826			
			5510 POSTAGE			
			Stamps 2		0	
			Stamped envelope w/paper		11294	
			Stamps		2023	

CONTRACT NO. 08-84-03 REBID

PROPOSAL

BIDDER: Keefe Commissary Network

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number No. 08-84-03 REBID for COMMISSARY MANAGEMENT SERVICES for COOK COUNTY DEPARTMENT OF CORRECTIONS, as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that in making this Proposal they waive all right to plead any misunderstanding regarding the same.

1. The Annualized Commissionable Sales is estimated at \$6,500,000.00. This figure is used for bid evaluation purposes only and should not be relied upon by bidder as an actual prediction of Annualized Commissionable Sales

$$\begin{aligned} & \underline{38.8} \% \text{ of Annualized Commissionable Sales X } \$6,500,000.00 \\ & = \$ \underline{2,522,000} \end{aligned}$$

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

KEEFE COMMISSARY NETWORK, L.L.C.
LC0029884

was created under the laws of this State on the 20th day of July, 1999, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 5th day of May, 2008

A handwritten signature in cursive script that reads "Robin Carnahan".

Secretary of State





TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT

118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

RECEIVED
OFFICE OF THE
PURCHASING AGENT
08 MAY 12 PM 3:26

May 5, 2008

John Puricell
Keefe Commissary Network
10880 LinPage Place
St. Louis, MO 63132

Ref: Contract No. 08-84-03 Rebid

Dear Mr. Puricell:

The Purchasing Agent rejects any text which the bidder has inserted into or added to the Contract Documents as issued by the County, with the exception of text inserted in order to complete the Proposal Pages and with the exception of a required submittal. By signing below, Bidder acknowledges this rejection and requests that the County continue to consider its bid proposal for the above referenced contract without the inserted text and further agrees to comply with the terms and conditions of the Contract Documents as issued by Cook County. This letter, when signed and returned by the Bidder, shall become a part of the Contract Documents.

Please notify this Office by fax (312) 603-4477, by Friday, May 9, 2008 and mail the original to my attention at the above referenced address.

Thank you for your cooperation to this request.

Sincerely,

Carmen Triche-Colvin
Purchasing Agent

CTC/mw

Accepted by: _____

Title: _____

EXEC VP/EM



EXECUTION BY A CORPORATION
(Section 8)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number 08-84-03 Rebid and Addenda Number(s) 1 (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: Keefe Commissary Network

BUSINESS ADDRESS: 10880 LinPage Pl. St. Louis, MO 63132

BUSINESS TELEPHONE: 314-919-4100 FAX NUMBER: 314-919-4109

CONTACT PERSON: John Puricelli

FEIN: 43-185699 *IL CORPORATE FILE NUMBER: _____

** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY.

PERMANENT INDEX NUMBER(S): *N/A*

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

LIST ALL CORPORATE OFFICERS:

PRESIDENT: Jack Donnelly VICE PRESIDENT: _____

EXEC VP/GM

~~SECRETARY~~: John Puricelli TREASURER: _____

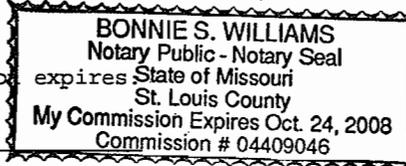
***SIGNATURE OF PRESIDENT: X Jack Donnelly

ATTEST: X [Signature] EXEC VP/GM
~~CORPORATE SECRETARY~~

Subscribed and Sworn to before me this 15th day
of April, 2008 My commission expires _____

X Bonnie S. Williams
Notary Public Signature

Notary Seal



- * If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.
- ** Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.
- *** In the event that this Bid Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Bid Proposal on behalf of the corporation.



Keefe Commissary Network
AN AFFILIATE OF KEEFE GROUP

April 14, 2008

RECEIVED
OFFICE OF THE
PURCHASING AGENT
08 MAY 12 PM 3:24

Ms. Carmen Triche-Colvin
Purchasing Agent
County of Cook
118 North Clark Street
Chicago, Illinois 60602

Contract No. 08-84-03 REBID
Commissary Management Services

Dear Ms. Triche-Colvin:

With this letter, I give John Puricelli, Executive Vice President/General Manager of Keefe Commissary Network, authorization to attest to my signature.

Sincerely,


Jack Donnelly
President

CHICAGO SUN-TIMES

THE BRIGHT ONE

I, YOLANDA D. LOGGINS, the authorized agent of the Sun-Times Company do hereby certify that an advertisement, of which the annexed printed slip is a true copy, was published on:

3/25/08

to-with 1 time(s) in all editions of the SUN-TIMES, a newspaper published in the City of Chicago, County of Cook, and the State of Illinois, and of general circulation throughout said County and State.

In Witness Whereof, and by virtue of authority duly vested in me by the Sun-Times Company, I have hereto set my hand this 25 Day of

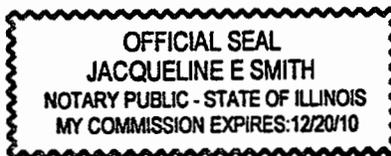
MARCH A.D. 2008.

Yolanda D. Loggins
Authorized Agent of the Sun-Times Company

Subscribed and sworn to before me

This 25 Day of MARCH A.D. 2008.

Jacqueline E. Smith
Notary Public



LEGAL NOTICE
ADVERTISEMENT FOR BID
COOK COUNTY PURCHASING
SEALED PROPOSALS ARE
INVITED BY THE BOARD OF
COMMISSIONERS OF COOK
COUNTY FOR THE
FOLLOWING:
Contract No.: 08-8403 REBID
FOR: COMMISSARY
MANAGEMENT SERVICES
FOR: COOK COUNTY
DEPARTMENT OF
CORRECTIONS
A MANDATORY PRE-BID
CONFERENCE WILL BE HELD
ON WEDNESDAY, APRIL 9,
2008 AT 10:00 A.M. AT THE
COOK COUNTY SHERIFF'S
DEPARTMENT OF
CORRECTIONS, 2700 S.
CALIFORNIA AVE., CHICAGO,
IL 60608, IN DIVISION V.
FAILURE TO ATTEND THE
MANDATORY PRE-BID
CONFERENCE SHALL BE
CAUSE FOR
DISQUALIFICATIONS OF BID.
PLEASE BE ADVISED THE
PROOF OF ATTENDANCE AT
THE PREVIOUS MANDATORY
PRE-BID CONFERENCE HELD
ON TUESDAY, NOVEMBER 6,
2007, WILL FULFILL THE
MANDATORY PRE-BID
CONFERENCE
REQUIREMENTS FOR THIS
CONTRACT.
FOR SECURITY REASONS,
BIDDERS MUST NOTIFY THE
CCDOC WITH THE NAMES OF
ALL PERSONS (MAXIMUM 3)
FROM THE BIDDER'S FIRM
THAT WILL ATTEND THE
CONFERENCE. CONTRACTORS
SHALL REGISTER WITH
OFFICER JESSICA CAMPBELL
AT (773) 869-6851 NO LATER
THAN 12:00 P.M. ON
TUESDAY, APRIL 8, 2008.
PROSPECTIVE BIDDERS WILL
BE SUBJECT TO ALL CURRENT
RULES AND REGULATIONS AT
THE DEPARTMENT OF
CORRECTIONS.
ELECTRONIC DEVICES,
INCLUDING CELL PHONES OR
COMPUTERS, OF ANY KIND
ARE NOT PERMITTED. NO
CIGARETTES, CIGARS,
MATCHES OR LIGHTERS ARE
ALLOWED. A CURRENT
PICTURE ID IS REQUIRED FOR
ADMISSION.
PLANS, SPECIFICATIONS,
PROPOSAL AND BID
INSTRUCTIONS MAY BE
OBTAINED FROM THE OFFICE
OF THE PURCHASING AGENT,
ROOM 1018, COUNTY
BUILDING, 118 N. CLARK ST.
CHICAGO, ILLINOIS, 60602
AFTER 10:00 A.M. TUESDAY,
MARCH 25, 2008 BUT NO
LATER THAN 4:30 P.M.,
MONDAY, APRIL 7, 2008.
COOK COUNTY IS AN EQUAL
OPPORTUNITY PURCHASER.
LOCAL M/WBES ARE
ENCOURAGED TO SUBMIT
BIDS. THE COUNTY'S
UTILIZATION ON THESE
CONTRACTS IS 25% FOR
MBE'S AND 10% FOR WBE'S.
INQUIRIES REGARDING
MINORITY AND FEMALE
PARTICIPATION SHOULD BE
DIRECTED TO THE OFFICE OF
CONTRACT COMPLIANCE AT
(312) 603-5502.
THE COOK COUNTY BOARD
OF COMMISSIONERS
RESERVES THE RIGHT TO
REJECT ANY AND ALL BIDS.
FORMAL BIDS MUST BE
DEPOSITED IN THE BID BOX
AT ROOM 569, COUNTY
BUILDING, UP TO AND NO
LATER THAN 10:00 A.M.
THURSDAY, APRIL 17, 2008.
ADV: TUESDAY, MARCH 25,
2008 BY ORDER OF THE
BOARD OF COMMISSIONERS
OF COOK COUNTY.
TODD H. STROGER,
PRESIDENT
CARMEN TRICHE-COLVIN
PURCHASING AGENT

PROPOSAL ACCEPTANCE

(SECTION 9)

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby accept the foregoing Bid Proposal as identified in the Contract Documents for Contract Number 08-84-03 REBID

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

TOTAL AMOUNT OF CONTRACT: \$ 2,522,000.00 (38.8%)
(DOLLARS AND CENTS)

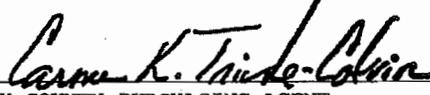
FUND CHARGEABLE: _____

DATED AT CHICAGO, ILLINOIS THIS _____ DAY

OF _____, 200_____



PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

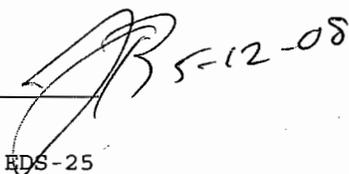


COOK COUNTY PURCHASING AGENT

COOK COUNTY COMPTROLLER

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

 5-12-08
EDS-25

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUN 03 2008

COM _____