BIDDER: *Independent Recycling Services, In*

CONTRACT FOR SERVICE

DOCUMENT NO. 10-53-027

SCAVENGER SERVICE
FOR
COOK COUNTY DEPARTMENT OF CORRECTIONS,
COOK COUNTY SHERIFF'S CUSTODIAL DEPARTMENT
COOK COUNTY JUVENILE TEMPORARY DETENTION CENTER

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

BIDS TO BE EXECUTED IN TRIPLICATE
BID OPENING WILL BE ON ~~TUESDAY, JUNE 29, 2010~~ *MONDAY, JULY 12, 2010*
AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS
NOV 0 3 2010
COM

ISSUED BY THE
OFFICE OF THE PURCHASING AGENT

03020 REQ# 02159006,02390020,04400035 0409

INSTRUCTIONS TO BIDDERS
BID CONTRACTS
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Contract No: 10-53-027 For: SCAVENGER SERVICE For: COOK COUNTY DEPARTMENT OF CORRECTIONS, COOK COUNTY SHERIFF'S CUSTODIAL DEPARTMENT, COOK COUNTY JUVENILE TEMPORARY DETENTION CENTER

Contract No: 10-45-51 REBID For: MEAT PRODUCTS For: JUVENILE TEMPORARY DETENTION CENTER OF COOK COUNTY

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 OR DOWNLOADED FROM WWW.COOKCOUNTYGOV.COM /PURCHASING AFTER 10:00 A.M. ON TUESDAY, JUNE 8, 2010, BUT NO LATER THAN 4:30 P.M. MONDAY, JUNE 21, 2010. COOK COUNTY IS AN EQUAL OPPORTUNITY LOCAL PURCHASER. 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.

WHEN ADVERTISED, 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.

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 NO LATER THAN 10:00 A.M. ON TUESDAY, JUNE 29, 2010.

ADV: TUESDAY, JUNE 8, 2010
BY ORDER OF THE BOARD OF COMMISSIONERS OF COOK COUNTY.

TODD H. STROGER,
PRESIDENT

CARMEN TRICHE COLVIN,
PURCHASING AGENT
600913745 Pub: 06/08/10

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.

IB-23 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

END OF SECTION

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GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County 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 purposed 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 twenty-nine (29) 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/MBE 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 that 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 Contact 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 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of elegibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

GC-32 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-33 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-34 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-35 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.

END OF SECTION

SPECIAL CONDITIONS

SC-01 SCOPE

The Contractor shall furnish SCAVENGER SERVICE for the COOK COUNTY DEPARTMENT OF CORRECTIONS, COOK COUNTY SHERIFF'S CUSTODIAL DEPARTMENT, and COOK COUNTY JUVENILE TEMPORARY DETENTION CENTER, in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

This is a requirement contract for thirty-six (36) months 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:

William Wuchner	Karen Moran	Tracey J. Qualls
Dept. of Corrections	Sheriff's Custodial	Juvenile Detention Center
(773) 869-6201	(773) 869-3391	(312) 433-7921

A copy of any written request for interpretation of documents shall be provided to the Office of 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-3). Inquiries must be received no later than 5:00 p.m. on Tuesday, June 22, 2010. Inquiries will be answered by the close of business on Thursday, June 24, 2010.

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, Room 1018
Chicago, IL 60602

SPECIAL CONDITIONS

SC-05 SERVICE LOCATIONS

All services shall be made at:

COOK COUNTY DEPARTMENT OF CORRECTIONS
2700 S. CALIFORNIA
CHICAGO, IL 60608

CRIMINAL COURT ADMIN. BUILDING
2600-50 S. CALIFORNIA AVENUE
CHICAGO, IL

CRIMINAL COURT BUILDING GARAGE
2600-50 S. CALIFORNIA AVENUE
CHICAGO, IL

2ND DISTRICT COURT BUILDING
5600 WEST OLD ORCHARD RD.
SKOKIE, IL

3RD DISTRICT COURT BUILDING
2121 W. EUCLID AVE.
ROLLING MEADOWS, IL

4TH DISTRICT COURT BUILDING
1501 MAYBROOK SQUARE
MAYWOOD, IL

THE WHITCOMB BUILDING
1311 MAYBROOK SQUARE
MAYWOOD, IL

SHERIFF'S POLICE HEADQUARTERS
1401 MAYBROOK SQUARE
MAYWOOD, IL

5TH DISTRICT COURT BUILDING
10220 SOUTH 76TH AVENUE
BRIDGEVIEW, IL

6TH DISTRICT COURT BUILDING
16515 S. KEDZIE AVENUE
MARKHAM, IL

DOMESTIC VIOLENCE CIRCUIT COURT BUILDING
555 W. HARRISON STREET
CHICAGO, IL

COOK COUNTY DEPARTMENT OF CORRECTIONS WAREHOUSE
2323 SOUTH ROCKWELL AVE.
CHICAGO, IL

COOK COUNTY JUVENILE TEMPORARY DETENTION CENTER
1100 SOUTH HAMILTON AVENUE
CHICAGO, IL

SC-06 NOTIFICATION

Do not service until notified by Using Department.

SPECIFICATIONS

GENERAL SPECIFICATIONS: SCAVENGER SERVICES FOR VARIOUS COOK COUNTY FACILITIES

SCAVENGER CONTAINERS

Contractor is responsible for providing each location with specific containers requested by each facility at no cost to the County.

REPORTING REQUIREMENTS

The contractor will be responsible to supply quarterly reports to the Chief County Custodian. These reports will contain the total monthly tonnage as well as copies of the certified weight tickets from the final destination of where the scavenger pick up is being delivered for processing.

SERVICE

The Contractor agrees to answer Emergency Calls within two (2) hours. The Emergency Service shall be provided on a twenty-four (24) hour day basis throughout the Contract Period. Emergency Maintenance and repairs to the Compactor will have a two (2) hour response time.

INDEMNIFICATION

It shall be the responsibility of the Contractor to provide written indemnification limiting Cook County's liability on the ultimate disposal of all refuse presented for disposal.

Contractor must identify all disposal sites to be utilized during the term of the contract, and warrants that those listed are in full compliance with all applicable State and Federal laws.

EMERGENCY SERVICE

1. The Contractor agrees to answer Emergency Calls within two (2) hours.

2. The Emergency Service shall be provided on a twenty-four (24) hour per day basis throughout the contract period, including holidays.

3. Emergency Maintenance and repairs to the compactor will have a two (2) hour response time, including holidays.

SPECIFICATIONS

PART I: SCAVENGER SERVICE FOR THE SHERIFF'S CUSTODIAL SERVICES.

ITEM NO. 1:
Provide one (1) 26-yard compactor container to be emptied Monday, Wednesday and Friday on a call in basis. The building custodian will notify the contractor when to empty this container.

SERVICE LOCATION
Criminal Court Administration Building
2600-50 S. California Avenue
Chicago, Il.

ITEM NO. 2:
Provide one (1) 30-yard roll off open top container to be emptied Monday, Wednesday and Friday, on a call in basis. The building custodian will notify the contractor when to empty this container.

SERVICE LOCATION
Criminal Court Administration Building
2600-50 S. California Avenue
Chicago, Il.

ITEM NO. 3:
Provide one (1) 6-yard locked, covered container with two keys, to be emptied Monday and Friday, on a call in basis. The building custodian will notify the contractor when to empty this container.

SERVICE LOCATION
Criminal Court Building Garage
Location 2600-50 S. California Avenue
Chicago, Il

ITEM NO. 4:
Provide one (1) 6-yard container to be emptied Monday through Friday between 7:00 a.m. & 11:00 a.m., or as requested by the Building Custodian.

SERVICE LOCATION
2nd District Court Building
5600 West Old Orchard Rd.
Skokie, Il

ITEM NO. 5:
Provide one (1) 15-yard low boy roll off container to be emptied Monday through Friday between 7:00 a.m. & 11:00 a.m., or as requested by the
Building Custodian.

SERVICE LOCATION
3rd District Court Building
2121 W. Euclid Ave.
Rolling Meadows, Il

SPECIFICATIONS

PART I: SCAVENGER SERVICE FOR THE SHERIFF'S CUSTODIAL SERVICES

ITEM NO. 6:
Provide one 10-yard container to be emptied Monday through Friday on a call-in basis.

SERVICE LOCATION
4th District Court Building
1501 Maybrook Square
Maywood, Il

ITEM NO. 7:
Provide one (1) 6-yard container to be emptied Monday through Friday on a call in basis.

SERVICE LOCATION
The Whitcomb Building
1311 Maybrook Square
Maywood, Il

ITEM NO. 8:
Provide one (1) 10-yard container to be emptied Monday through Friday, on a call in basis.

SERVICE LOCATION
Sheriff's Police Headquarters
1401 Maybrook Square
Maywood, Il

ITEM NO. 9:
Provide six (6) 2-yard containers to be emptied Monday through Friday between 7:00 am & 11:00 a.m., or as requested by the Building Custodian.

SERVICE LOCATION
5th District Court Building
10220 South 76th Avenue
Bridgeview, Il

ITEM #10:
Provide six (6) 2-yard containers to be emptied Monday through Friday between 7:00 a.m. & 9:00 a.m., or as requested by the Building Custodian.

SERVICE LOCATION
6th District Court Building
16515 S. Kedzie Avenue
Markham, Il

SPECIFICATIONS

PART I: SCAVENGER SERVICE FOR THE SHERIFF'S CUSTODIAL SERVICES

ITEM NO. 11:
Provide four (4) 2-yard containers to be emptied Monday, Wednesday, Thursday and Friday between 7:00 am & 9:00 am, or a requested by the building custodian.

SERVICE LOCATION
DOMESTIC VIOLENCE COURT BUILDING
555 W. HARRISON STREET
CHICAGO, IL

BILLING

1. All billing pertaining to the Custodial Department should be sent to the following:
   Karen Moran,
   Cook County Sheriff's Office,
   Room 305, South Campus,
   3026 S. California Ave.
   Chicago,Illinois 60608

2. All facility receipts on date of pick-up (proof of pickup) must be numbered, dated, signed by the driver, Custodial Department designee, and must accompany a Cook County 29A form and an original numbered invoice. Names for facilities to be provided. Facility receipt numbers must appear on the 29A form.

3. Any receipts not numbered signed and dated by the driver and by authorized custodial personnel may be subject to non-payment.

4. All receipts submitted for payment must be accompanied with a copy of the scale tickets showing the net weight in tons per load removed.

MISCELLANEOUS

1. No change in pick up, size of dumpster or trash containers will be made without the express permission of the Chief County Custodian.

2. Pick up is to be made on weekdays only at each facility, between the hours of 7:00 a.m. and 11:00 a.m.

3. No pick-up is to be made on any Cook County, State or Federal holiday. A list of holidays will be provided by the Custodial Department upon award of contract.

SPECIFICATIONS

PART I: SCAVENGER SERVICE FOR THE SHERIFF'S CUSTODIAL SERVICES

MISCELLANEOUS (CON'T.)

4. If a pick-up day falls on a holiday, pick-up will be made the next business day. Pick-up and deliveries will not be made on weekends without the permission of the Office of the Chief County Custodian.

5. All dumpsters and/or trash containers provided by the vendor will be periodically replaced at the discretion of the Facility Building Custodian.

6. No other Cook County Departments shall sign for services rendered.

7. All vendor drivers must wear a picture I.D. with company logo, to be worn at all times while on County premises.

EMERGENCY SERVICES

1. The contractor must answer emergency calls within two (2) hours.

2. Emergency service shall be provided on a seven day a week, twenty-four (24) hour a day basis throughout the contract period.

SPECIFICATIONS

PART II: SCAVENGER SERVICE FOR DEPARTMENT OF CORRECTIONS

ITEM NO. 1: COMPACTED REFUSE

LOCATION OF COMPACTORS	SIZE OF COMPACTOR
Division III and Old Cermak Hospital	29 Cubic Yards
Division V	29 Cubic Yards
Division VI	29 Cubic Yards
Division IX	29 Cubic Yards
Division X	29 Cubic Yards
Division XI	29 Cubic Yards
Central Kitchen	29 Cubic Yards
South Campus	2 - 30 Cubic Yards

The vendor shall provide for the 29 and 30 cubic yard compactor containers listed above to be emptied on a call-in basis. The Department will notify the contractor when to empty these containers. The Department and Contractor will work out a schedule to be followed for emptying the compactors and open containers. The Department will notify the Contractor for additional pick-ups. Response time shall be within three (3) hours of notification, regardless of holidays, Sunday through Saturday.

The lids of the 29 and 30 cubic yard compactors are to be properly secured and safety latched prior to transport to/from the Department of Corrections property. Any damage incurred to the compactor lid or related mechanisms due to the contractor's failure to properly secure these items prior to transport will be billed to the Contractor.

ITEM NO. 2: LOOSE REFUSE

LOCATION OF ROLLOFF CONTAINERS	DUMPSTER SIZE
Division I	30 Cubic Yards
Division III/VIII	30 Cubic Yards
Div V	30 Cubic Yards
Div IX	30 Cubic Yards
Div X	30 Cubic Yards
Division XI	30 Cubic Yards
Division XI Kitchen	30 Cubic Yards
South Campus	30 Cubic Yards
Central Kitchen	30 Cubic Yards
Boot Camp	40 Cubic Yards
Warehouse (Outside)	30 Cubic Yards
Miscellaneous Remodeling & Cleaning Projects	30 Cubic Yards

SPECIFICATIONS

PART II: SCAVENGER SERVICE FOR DEPARTMENT OF CORRECTIONS

The vendor shall provide one (1) 30 cubic yard rolloff container COMPLETE WITH COVER for each of the above locations, except for the Boot Camp, which should be a 40 cubic yard rolloff container COMPLETE WITH COVER. The rolloff containers are to be emptied on a regular basis. The Department shall notify the contractor when to empty these containers. Response time shall be within three (3) hours of notification regardless of holidays, Sunday through Saturday. The contractor shall relocate the containers at the request of the Department at no charge to the County of Cook.

Contractor is to inform the Department of Corrections which disposal site is being used. Contractor to provide all necessary equipment for garbage disposal.

Additional containers shall be available to the Department upon request at no additional charge.

EMERGENCY SERVICE

The Contractor agrees to answer all calls within three (3) hours.

Service shall be provided on a twenty-four (24) hour a day basis throughout the contract period.

INSPECTION REQUIREMENTS

The vendor shall cooperate in accommodating all security requirements of the department, inclusive of the routine search of all containers entering and/or departing the facility. In addition, all drivers as assigned by the vendor shall be subject to a background check and shall be required to display personal identification at all times while on departmental property.

Invoices received from the vendor for services performed shall be subject to review and verification prior to payment. The vendor shall be required to attest to the accuracy of all claims submitted and shall provide any/all supporting information when requested or as appropriate.

All billing pertaining to the Department of Corrections should be sent to the following:

William Wuchner
Cook County Department of Corrections
Division 5 - Business Office
2700 S. California Ave.
Chicago, Illinois 60608

SPECIFICATIONS

PART III: SCAVENGER SERVICE FOR JUVENILE TEMPORARY DETENTION CENTER

1. One 25.0 cubic yard county owned compactor container to be emptied three (3) days a week. Pick up time should be before 8:00 A.M., Monday through Sunday. A designated day for pick up shall be arranged. Holiday pick up is required when necessary.

2. Contractor is to inform Cook County which disposal site is being used. Contractor is to provide all necessary equipment. All solid waste disposal fees are to be included in the bid prices.

3. Contractor agrees to emergency call within two (2) hours. Emergency service shall be provided on a twenty-four (24) hour a day basis throughout the contrcat period,

4. Contractor to provide a (20), (30), or (40) yard open top container on an as needed basis. A minimum of 2-5 open top containers may be required during the contract period.

5. All receipts submitted for payment must be accompanied with a copy of the scale tickets showing the net weight in tons per load removed.

SERVICE LOCATION
Cook County Juvenile Temporary Detention Center
1100 South Hamilton Avenue
Chicago, Il 60612

CONTRACT NO. 10-53-027

PROPOSAL

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 10-53-027 for SCAVENGER SERVICE for COOK COUNTY DEPARTMENT OF CORRECTIONS, COOK COUNTY SHERIFF'S CUSTODIAL DEPARTMENT, AND COOK COUNTY JUVENILE TEMPORARY DETENTION CENTER, 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 by this Proposal they waive all right to plead any misunderstanding regarding the same.

PART I: COOK COUNTY SHERIFF'S CUSTODIAL DEPARTMENT

ITEM NO.	UNIT OF MEASURE	QTY.	DESCRIPTION
1.	CUBIC YARD	7,733	SCAVENGER SERVICE, CRIMINAL COURT ADMINISTRATION BLDG., COMPACTED REFUSE, AS PER SPECIFICATIONS HEREIN. $ 8.90 CU. YD. $ 68,823.70 TOTAL
2.	CUBIC YARD	4,800	SCAVENGER, SERVICE, CRIMINAL COURT ADMINISTRATION BLDG., LOOSE REFUSE, AS PER SPECIFICATIONS HEREIN. $ 7.35 CU. YD. $ 35,280.00 TOTAL
3.	CUBIC YARD	1,728	SIX YARD LOCKED COVERED CONTAINER W/TWO KEYS, CRIMINAL COURT BLDG., GARAGE AS PER SPECIFICATIONS HEREIN. $ 3.50 CU. YD. $ 6,048.00 TOTAL

PROPOSAL

PART I: COOK COUNTY SHERIFF'S CUSTODIAL DEPARTMENT

ITEM NO.	UNIT OF MEASURE	QTY.	DESCRIPTION
4.	CUBIC YARD	4,422	SCAVENGER SERVICE SKOKIE 2nd DISTRICT COURT BLDG., AS PER SPECIFICATIONS HEREIN. $ 3.50 CU. YD. $ 15,477.00 TOTAL
5.	CUBIC YARD	9,720	SCAVENGER SERVICE ROLLING MEADOWS 3rd DISTRICT COURT BLDG., LOOSE REFUSE, AS PER SPECIFICATIONS HEREIN. $ 3.99 CU. YD. $ 38,782.80 TOTAL
6.	CUBIC YARD	7,840	SCAVENGER SERVICE MAYBROOK 4th DISTRICT COURT BLDG., LOOSE REFUSE, AS PER SPECIFICATIONS HEREIN. $ 3.50 CU. YD. $ 27,440.00 TOTAL
7.	CUBIC YARD	2,688	SCAVENGER SERVICE WHITCOMB BLDG., LOOSE REFUSE, AS PER SPECIFICATIONS HEREIN. $ 3.50 CU. YD. $ 9,408.00 TOTAL

PROPOSAL

PART I: COOK COUNTY SHERIFF'S CUSTODIAL DEPARTMENT

ITEM NO.	UNIT OF MEASURE	QTY.	DESCRIPTION
8.	CUBIC YARD	7,840	SCAVENGER SERVICE SHERIFF'S POLICE HDQT., LOOSE REFUSE, AS PER SPECIFICATIONS HEREIN. $ 3.50 CU. YD. $ 27,440.00 TOTAL
9.	CUBIC YARD	8,153	SCAVENGER SERVICE BRIDGEVIEW 5th DISTRICT COURT BLDG., LOOSE REFUSE, AS PER SPECIFICATIONS HEREIN. $ 3.50 CU. YD. $ 28,535.50 TOTAL
10.	CUBIC YARD	8,153	SCAVENGER SERVICE MARKHAM 6th DISTRICT COURT BLDG., LOOSE REFUSE, AS PER SPECIFICATIONS HEREIN. $ 3.50 CU. YD. $ 28,535.50 TOTAL
11.	CUBIC YARD	3,136	SCAVENGER SERVICE CIRCUIT COURT BLDG., 555 W. HARRISON ST., COMPACTED REFUSE, AS PER SPECIFICATIONS HEREIN. $ 3.50 CU. YD. $ 10,976.00 TOTAL

TOTAL PART I: $ 296,746.50

PROPOSAL

PART II: COOK COUNTY DEPARTMENT OF CORRECTIONS

ITEM NO.	UNIT OF MEASURE	QTY.	DESCRIPTION
1.	CUBIC YARD	108,000	SCAVENGER SERVICE, COMPACTED REFUSE, AS PER SPECIFICATIONS HEREIN. $ 8.90 CU. YD. $ 961,200.00 TOTAL
2.	CUBIC YARD	129,600	SCAVENGER SERVICE, LOOSE REFUSE, AS PER SPECIFICATIONS HEREIN. $ 6.73 CU. YD. $ 872,208.00 TOTAL

TOTAL PART II: $ 1,833,408.00

PART III: JUVENILE TEMPORARY DETENTION CENTER OF COOK COUNTY

ITEM NO.	UNIT OF MEASURE	QTY.	DESCRIPTION
1.	CUBIC YARD	15,300	SCAVENGER SERVICES FOR JUVENILE TEMPORARY DETENTION CENTER, AS PER SPECIFICATIONS HEREIN. $ 12.45 CU. YD. $ 190,485.00 TOTAL

TOTAL PART III: $ 190,485.00

CONTRACT NO. 10-53-027

PROPOSAL

BIDDER: Independent Recycling Services

TOTAL PART I: $ 296,746.50

TOTAL PART II: $ 1,833,408.00

TOTAL PART III: $ 190,485.00

GRAND TOTAL: $ 2,320,639.50

DELIVERY DATE: 60 Days
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

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

Addendum No. 1 Date: 6-23-2010

Addendum No. 2 Date: 6-28-2010

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 - 13
6	Sole Proprietor Signature Page	EDS 14a/b/c
7	Partnership Signature Page	EDS 15/a/b/c
8	Corporation Signature Page	EDS 16a/b/c
9	Cook County Signature Page	EDS 17

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications "(Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

> ***"Affiliated Entity"*** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.
>
> ***"Bidder," "Proposer," "Undersigned,"*** or ***"Applicant,"*** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.
>
> ***"Proposal,"*** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .
>
> ***"Code"*** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (http://www.cookctyclerk.com/sub/ordinances.asp). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."
>
> ***"Contractor"*** or ***"Contracting Party"*** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.
>
> ***"EDS"*** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.
>
> ***"Lobby"*** or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.
>
> ***"Lobbyist"*** means any person or entity who lobbies.
>
> ***"Prohibited Acts"*** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN
Section 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

_____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

_____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)

X Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. **Direct Participation of MBE/WBE Firms**

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: E. King Construction Company, Inc.
Address: 3865 W. Columbus Ave., Chicago, IL. 60652
E-mail: ekingtrkg@aol.com
Contact Person: Elaine King Phone: 773-284-9800
Dollar Amount Participation: $ 580,160.00
Percent Amount of Participation: 25 %
*Letter of Intent attached? Yes ✓ No _____
*Letter of Certification attached? Yes ✓ No _____

MBE/WBE Firm: Luise, Inc.
Address: 1346 Hannah, Forest Park, IL. 60130
E-mail: luiseinc@sbcglobal.net
Contact Person: Luise Garcia Phone: 708-488-0500
Dollar Amount Participation: $ 116,032.00
Percent Amount of Participation: 5 %
*Letter of Intent attached? Yes ✓ No _____
*Letter of Certification attached? Yes ✓ No _____

Attach additional sheets as needed.

***Where goals have not been achieved through Direct Participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission.**

II. **Indirect Participation of MBE/WBE Firms**

NOTE: **This section need not be completed if the MBE/WBE goals have been met through Direct Participation**. However, Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm:_____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail:_____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***All Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after bid opening or proposal due date.**

COOK COUNTY LETTER OF INTENT
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Scavenger Services 10-53-027

From: LUISE INC
(MBE/WBE Firm)

To: Independent Recycling Services, Inc and the County of Cook
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. ***All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.***

Description of Service/Supply/Project	Fee/Cost	
1. Hauling & Disposal of Waste	$116,032.00	5 %
2.	$	%
3.	$	%
4.	$	%
Total:	$116,032.00	5 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I LUISE GARCIA *(print name)*
the PRESIDENT *(title)* and duly authorized representative
of the LUISE INC *(MBE/WBE firm)* affirm
that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount $ 116,032.00 which represents the above indicated total percentage 5 % for the contract amount $ 2,320,639.50

(Signature of affiant) 7/7/10 (Date)

Subscribed and sworn to before me this 7th day of JULY 2010

(Notary's Signature)

Official Seal
Andrea Murillo
Notary Public State of Illinois
My Commission Expires 02/20/2011

COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY

Upon penalty of perjury, Frank Ward (*print name*),

the President (*title*) and duly authorized

representative of Independent Recycling Services, Inc. (*Bidder Proposer firm*),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount $ 116,032.00, which represents the

above indicated total percentage 5 % for the contract amount $ 2,320,639.50.

(Signature of affiant) 7, 9, 2010 (Date)

Subscribed and sworn to before me this 9 day of July, 2010.

(Notary's Signature)

OFFICIAL SEAL
JEFFREY C GODFREY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/15/13
(Notary Seal)

From: Office of Compliance/Supplier Diversity [City of Chicago] (supplierdiversity@cityofchicago.org)
To: luiseinc@sbcglobal.net;
Date: Wed, June 2, 2010 8:10:30 AM
Cc:
Subject: Chicago Outreach Notification: Certification Extension Notice

CITY OF CHICAGO
OFFICE OF COMPLIANCE

-- REMINDER NOTICE -- REMINDER NOTICE -- REMINDER NOTICE --

To: Joe Garcia
Re: Luise, Inc.

Dear Joe Garcia:

This letter is to inform you that the City of Chicago has extended your status as an MBE/WBE/BEPD until September 1, 2010. This extension does not guarantee eligibility in the program but will act as a courtesy extension while we complete a review of the documentation submitted by your firm.

If your certification status does not expire or, if your No Change Affidavit for continued certification is not due until after September 1, 2010, then this letter has no impact on your existing certification status.

Please notify us immediately, if the financial condition of your business has changed since submittal of your finanicals with your No Change Affidavit, we may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your firm.

Please present this letter as evidence of your certication to be included with bid document submittals. The Department of Procurement Services and Sister Agencies have been notified of this courtesy extension and will accept this letter as evidence of certification for bidding purposes.

If you have any questions, please feel free to call our office at 312-747-7778.

Sincerely,

The Office of Compliance

City of Chicago - Office of Compliance

This message was sent to: "Joe Garcia"
Sent on: 6/2/2010 8:10:30 AM
System ReferenceID: 2675089

System Tip: Request customer support by clicking the Customer Support link at the bottom of any page.

CITY OF CHICAGO
OFFICE OF COMPLIANCE

Luise Garcia
Luise, Inc.
1346 Hannah
Forest Park, IL 60130

Dear Luise Garcia:

In order to facilitate the transition of the City's Minority and Women Owned Business Enterprise (MBE/WBE) program from the Department of Procurement Services to the Office of Compliance, we are granting Luise, Inc. a courtesy extension of your Women Business Enterprise (WBE). This extension means that the next No Change Affidavit or Continued Eligibility Affidavit for Luise, Inc. will be due on June 30, 2010.

You will receive additional information from this Office prior to June 30, 2010 regarding your Women Business Enterprise (WBE) renewal. In the mean time if you have any questions about this courtesy extension please contact our office:

City of Chicago
Office of Compliance
333 State Street, Suite 540
Chicago, IL 60604
Telephone: 312-747-7778
Email: integrity@cityofchicago.com

Sincerely,

Mary Elliott
Acting Managing Deputy
City of Chicago Office of Compliance

COOK COUNTY LETTER OF INTENT
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Scavenger Service 10-53-027

From: E. KING CONSTRUCTION Co.
(MBE/WBE Firm)

To: Independent Recycling Services, Inc. and the County of Cook
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and/or project in connection with the above named contract (the "Contract"):

Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. ***All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.***

Description of Service/Supply/Project	Fee/Cost
1. Hauling & Disposal of Trash	$580,160.00 25 %
2.	$ %
3.	$ %
4.	$ %
	Total: $580,160.00 25 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Elaine King *(print name)*
the President *(title)* and duly authorized representative
of the E. King Construction Co., Inc. *(MBE/WBE firm)* affirm
that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount $580,160.00 which represents the above indicated total percentage 25 % for the contract amount $2,320,639.50

(Signature of affiant) 7.8.2010 (Date)

Subscribed and sworn to before me this 8 day of July 20 10

(Notary's Signature)

(Notary Seal)
Official Seal
Andrea Murillo
Notary Public State of Illinois
My Commission Expires 02/20/2011

COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY

Upon penalty of perjury, Frank Ward (*print name*),

the President (*title*) and duly authorized

representative of Independent Recycling Services, Inc. (*Bidder Proposer firm*),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount $ 580,160.00, which represents the

above indicated total percentage 25 % for the contract amount $ 2,320,639.50.

(Signature of affiant) 7, 9, 2010 (Date)

Subscribed and sworn to before me this 9 day of July, 2010.

(Notary's Signature)

OFFICIAL SEAL
JEFFREY C GODFREY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/15/13
(Notary Seal)

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Jamie L. Rhee
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-0010 (FAX)
(312) 744-2949 (TTY)
http://www.cityofchicago.org

September 23, 2009

Elaine King, President
E. King Construction Company, Inc.
3865 West Columbus Avenue
Chicago, Illinois 60652

Annual Certificate Expires: **August 1, 2010**
Vendor Number: **1063959**

Dear Ms. King:

Congratulations on your continued eligibility for certification as a **MBE/WBE** by the City of Chicago. This **MBE/WBE** certification is valid until **August 1, 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **August 1, 2010.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Intrastate Trucking and Hauling

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE/WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/la

IL UCP Host: IDOT

NEIGHBORHOODS Alive!
BUILDING CHICAGO TOGETHER

CHICAGO WORKS TOGETHER

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION
(SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐ **FULL MBE WAIVER**

☐ **FULL WBE WAIVER**

☐ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

_____% of Reduction for MBE Participation

_____% of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

☐ 1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract **(please explain)**

☐ 2) the specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation **(please explain)**

☐ 3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid **(please explain)**

☐ 4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms **(please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

☐ 1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation **(please attach)**

☐ 2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business **(please attach)**

☐ 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services **(please attach)**

☐ 4) Use the services and assistance of the Office of Contract Compliance Staff **(please explain)**

☐ 5) Engaged MBEs & WBEs for indirect participation **(please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS
(SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. **DRUG FREE WORKPLACE ACT**

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. **DELINQUENCY IN PAYMENT OF TAXES**

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. **HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. **ILLINOIS HUMAN RIGHTS ACT**

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. **MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. **LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) President's Office of Employment Training;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

REQUIRED DISCLOSURES
(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name Address

_____

_____

_____

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

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

a) Is Bidder a "Local Business" as defined above?

Yes: X No: _____

b) If yes, list business address(es) within Cook County:

_____

2401 S. Laflin, Chicago, Illinois 60608

_____

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS **and** complete the following, based upon the definitions and other information included in such Affidavit:

_____ Applicant has no "Substantial Owner."

OR

X The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

REQUIRED DISCLOSURES
(SECTION 5)

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2010 OCT -7 PM 2:31
PROCUREMENT

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name Address

N/A

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p):

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

a) Is Bidder a "Local Business" as defined above?

Yes: X No: _____

b) If yes, list business address(es) within Cook County:

2401 S. Laflin, Chicago, Illinois 60608

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

_____ Applicant has no "Substantial Owner."

OR X The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN
PURCHASING AGENT

To: Barbara F.
From: Patrick O'Connor
(14) Pages

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT
118 NORTH CLARK STREET – ROOM 1018
CHICAGO, ILLINOIS 60602
(312) 603-5370

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fax 312-603-3179

FACSIMILE TRANSMITTAL SHEET

TO: Patrick O. FROM: Barb F. 312-603-6828
DEPARTMENT/COMPANY: DATE: 10-7-2010
FAX NUMBER: TOTAL NO. OF PAGES INCLUDING COVER: 4
PHONE NUMBER:
RE: EDS Pages for 10-53-027
☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

COMMENTS:
For EDS - 9, point # 1 please fill in the information - if it does not apply, please indicate with "N/A"

For EDS - 10, point # 4.A + point # 5, please fill in the information - if it does not apply, please indicate with "N/A"

For ~~pages~~ EDS - 13, point # 2 + point # 3, please fill in the information - if it does not apply, please indicate with "N/A". Please fax back the completed forms to 312-603-3179.

Thanks, Barb F.

This facsimile transmission may contain confidential or proprietary information and is intended solely for the use of the person to whom it is addressed. If you are not the intended recipient, you are hereby notified that the distribution, copying, or other unauthorized use of this facsimile or any information contained herein is prohibited. If you received this facsimile in error, please notify us immediately at the phone number listed above and return it to us by mail at our expense at the address listed above. Thank You.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) X The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

_____

_____

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) X The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

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COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [✓] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [✓] Original Statement or [ ] Amended Statement

Identifying Information:

Name Frank Ward D/B/A: Independent Recycling Services EIN NO.: 20-0956176

Street Address: 2401 S. LaSalle

City: Chicago State: Illinois Zip Code: 60608

Phone No.: 312-732-9253

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Frank Ward	2401 S. Laflin Chicago, Illinois 60608	100%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

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PROCUREMENT

Declaration (check the applicable box):

[X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Frank Ward — President
Name of Authorized Applicant/Holder Representative (please print or type) — Title

Signature — 6/28/2010 Date

fwardjr@recyclingit.com — 312-732-9253
E-mail address — Phone Number

Subscribed to and sworn before me this 28 day of June, 2010

X _____
Notary Public Signature

OFFICIAL SEAL
JEFFREY C GODFREY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/15/13

My commission expires:
Notary Seal

04.09

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Frank Ward	2401 S. Laflin Chicago, Illinois 60608	100%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

[X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Frank Ward — Name of Authorized Applicant/Holder Representative (please print or type)

President — Title

Signature

6/28/2010 — Date

fwardJr@recyclingit.com — E-mail address

312-732-9253 — Phone Number

Subscribed to and sworn before me this 9 day of July, 2010

X _____ Notary Public Signature

My commission expires:

OFFICIAL SEAL
JEFFREY C GODFREY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/15/13

Notary Seal

04.09

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

FEIN/SSN:_____

COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____ FEIN/SSN:_____

*COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date:_____

Subscribed to and sworn before me this

_____ day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Independent Recycling Services, Inc.

BUSINESS ADDRESS: 2401 S. Laflin

Chicago, Illinois 60608

BUSINESS TELEPHONE: 312-732-9253 FAX NUMBER: 312-942-0939

CONTACT PERSON: Patrick J. O'Connor

FEIN: 20-0956174 *IL CORPORATE FILE NUMBER: 56380329

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Frank Ward Sr. VICE PRESIDENT: George Ward

SECRETARY: Frank Ward Jr. TREASURER: George Ward

**SIGNATURE OF PRESIDENT:

ATTEST: (CORPORATE SECRETARY)

Subscribed and sworn to before me this

9 day of July, 2010.

X
Notary Public Signature

My commission expires: 4/15/13

OFFICIAL SEAL
JEFFREY C GODFREY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/15/13

Notary Seal

* **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Todd H. Stroger

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Carmen K. Trinke-Colvin

COOK COUNTY PURCHASING AGENT

Constance M. Krainz

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 9th DAY OF Oct, 20 10.

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

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

10-53-027

OR

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

TOTAL AMOUNT OF CONTRACT: $ 2,320,639.50
(DOLLARS AND CENTS)

FUND CHARGEABLE:

APPROVED BY BOARD OF COOK COUNTY COMMISSIONERS
NOV 03 2010
COM

APPROVED AS TO FORM:

Daniel A. Brennan

ASSISTANT STATE'S ATTORNEY

04.09