

BIDDER: AceCoffeeBar, Inc

CONTRACT FOR SERVICE

CONTRACT NO. 11-45-85 REBID



**COPY**

**MACHINES, FOOD AND BEVERAGE VENDING REBID  
FOR  
COOK COUNTY BUREAU OF ADMINISTRATION,  
REAL ESTATE MANAGEMENT DIVISION**

**BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TONI PRECKWINKLE, PRESIDENT**

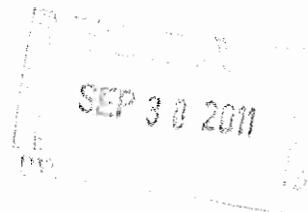
**BIDS TO BE EXECUTED IN TRIPLICATE  
BID OPENING WILL BE ON FRIDAY, SEPTEMBER 9, 2011  
LATE BIDS WILL NOT BE CONSIDERED  
DELIVER BIDS TO 118 N. CLARK ST., ROOM 569**

**CONTACT Daniel Gizzi, SPECIFICATIONS ENGINEER, AT 312-603-6825  
EMAIL [dan.gizzi@cookcountyil.gov](mailto:dan.gizzi@cookcountyil.gov)**

**ISSUED BY THE  
OFFICE OF THE PURCHASING AGENT**

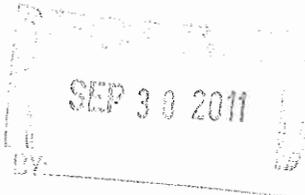
**BID DEPOSIT: FIVE HUNDRED (\$500.00) DOLLARS**

**REQ# 10310128**



**INSTRUCTIONS TO BIDDERS  
BID CONTRACTS  
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## 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 34, ARTICLE IV, DIVISION 2, SECTION 34-151.**

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 34, ARTICLE IV, DIVISION 2, SECTION 34-151(p).**

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 TRIPPLICATE, 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**

**GENERAL CONDITIONS  
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## GENERAL CONDITIONS

### GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

### GC-02 INSPECTION AND RESPONSIBILITY

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

### GC-03 INSURANCE

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

### GC-04 PAYMENT

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

### GC-05 PREPAID FEES

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

### GC-06 TAXES

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

#### **GC-07 PRICE REDUCTION**

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

#### **GC-08 CONTRACTOR CREDITS**

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

#### **GC-09 DISPUTES**

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

#### **GC-10 DEFAULT**

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

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

#### **GC-11 COUNTY'S REMEDIES**

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

#### **GC-12 CONTRACTOR'S REMEDIES**

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

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

#### GC-13 DELAYS

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

#### GC-14 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. No such modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than 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 34, DIVISION 6, SECTION 34-275 to SECTION 34-303**

**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. **The County may set contract-specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract are stated in the Special Conditions.** 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, the MBE/ WBE goals 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.

GC-5

### III. REDUCTION/WAIVER OF MBE/WBE GOALS

#### A. Granting a Reduction/Waiver Request.

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

#### B. Denying a Reduction/Waiver Request.

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

### IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

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

### V. NON-COMPLIANCE

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

**VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

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

**VII. EQUAL EMPLOYMENT OPPORTUNITY**

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

**GC-18 MATERIAL DATA SAFETY SHEET**

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

**GC-19 CONDUCT OF THE CONTRACTOR**

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

**GC-20 ACCIDENT REPORTS**

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

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

**GC-21 USE OF PREMISES**

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

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

**GC-22 GENERAL NOTICE**

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

**TO THE COUNTY:**

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

**TO THE CONTRACTOR:**

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

**GC-23 TERMINATION FOR CONVENIENCE**

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

**GC-24 GUARANTEES AND WARRANTIES**

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

**GC-25 STANDARD OF CONTRACT GOODS**

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

**GC-26 DELIVERY**

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

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

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

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

#### GC-27 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

#### GC-28 QUANTITIES

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

#### GC-29 AUDIT; EXAMINATION OF RECORDS

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

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

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

#### GC-30 GOVERNING LAW

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

**GC-31 COOPERATION WITH INSPECTOR GENERAL**

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

**GC-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 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

**GC-36 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  
COUNTY OF COOK  
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SPECIAL CONDITIONS

**SC-01            SCOPE**

Contractor shall be responsible for the provision of vending machines and related services within certain County Facilities. Contractor shall be responsible for all facets of the vending machine services, including, but not limited to, installation, operation, service, stocking, maintenance, repair and sanitation of vending machines.

**SC-02            CONTRACT TERM**

This is a contract for three (3) years effective after the award by the Board of Commissioners and proper execution of the Contract Documents (the "Effective Date"). Upon award of this Contract by the Cook County Board of Commissioners, the Purchasing Agent shall issue a Notice of Award to the successful bidder.

**SC-03            AWARD OF CONTRACT**

Bidder shall set forth a percentage commission on the total monthly Gross Receipts for each vending machine which will be payable to the County in consideration for the Bidder's right to locate and operate the vending machine within the County Facility. "Gross Receipts" shall mean the total revenues realized by Contractor from the sale of Products within each vending machine placed at the County Facilities, less the amount of any Illinois Retailers Occupational Tax and any other city, county, state or federal sales, use, excise or similar tax imposed on the sale or use of the Products, actually collected and paid to applicable taxing authorities by Contractor.

The contract shall be awarded to the highest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Request for Sealed Bid for each section. All Sections, unless otherwise stated, will be as set forth in the Request for Sealed Bid. Ambiguous bids which are uncertain as to terms, commission, quantity, or compliance with specifications may be rejected or declared non-responsive. The County shall be sole determinant of the relevant and appropriate cost factors used in evaluating any Base, Options and/or Alternate bids. The estimated monthly Gross Receipts figures are a good faith estimate only and presented for the County's purpose of evaluating bids only. Bidders may submit partial bids on any one Section or may bid on all Sections. The County shall have the right to award this bid in part by Section. **A minimum of 24% commission will be required to be considered responsive.**

**SC-04            MBE/WBE REQUIREMENTS FOR THIS CONTRACT**

The bidder shall have a subcontracting goal of not less than twenty-percent (20%) MBE and five percent (5%) WBE of the awarded contract price for work to be performed.

The bidder must comply with the County's MBE/WBE participation requirements. The County has issued MBE/WBE goals this Project. The bidder shall submit with its Proposal, an MBE/WBE Utilization Plan indicating how it proposes to meet these goals. If the bidder has not met the goals or made good faith efforts to meet the goals, the bidder's response will (may) be deemed nonresponsive and will not be considered for award.

Certified MBE/WBE bidders may count their own participation, however, a female firm certified as M/WBE or W/MBE may be counted towards the MBE or WBE goal, but not both. (Designations cannot be changed after submission of the compliance plan.)

Unless otherwise specified in the Bid Documents, for purposes of this contract, the contract amount is the total bid amount that has been entered on the Proposal Page of the Bid Documents.

SPECIAL CONDITIONS

**SC-05      INQUIRIES**

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-04 "Exceptions", Page IB-2). **Inquiries must be received no later than 12:00 p.m. (NOON) on Tuesday August 23, 2011. Inquiries will be answered by the close of business on Friday, August 26, 2011.**

During the bid process, all inquiries must be directed, in writing to the Office of the Cook County Purchasing Agent, as follows:

Maria de Lourdes Coss, CPPO  
Cook County Purchasing Agent  
c/o Kevin Casey  
118 N. Clark Street, Room 1018  
Chicago, IL 60602

Or email at dan.gizzi@cookcountyil.gov

**SC-06      COUNTY FACILITIES/DESIGNATED AREAS**

There are several County Facilities that are to be provided with vending machine services pursuant to this Contract. Such County Facilities are identified on Attachment 1 of this documents. The County has designated specific locations within each County Facility ("Designated Areas") for the installation and operation of the vending machines. Such Designated Areas for each County Facility are also identified on the Attachment pages. Contractor shall confine its vending machine operations within such Designated Areas.

The number and type of vending machines that are permitted to be placed within the Designated Areas are identified on the Attachment pages. The Designated Areas shall have sufficient space for Contractor to properly perform all vending machine services. The Designated Areas made available to Contractor under this Contract may not be used in connection with operations unrelated to the Contract.

The County has the right to add or relocate Designated Areas within each County Facility wherein the Contractor will be required to provide vending machines. All terms and conditions of this Contract shall apply to any additional vending machines placed within a County Facility, including the percentage commission paid to the County for each new vending machine.

The Contractor shall not be entitled to place any vending machines within a Designated Area or any other area within a County Facility without the prior authorization of the County, which may be granted by the Real Estate Director. In the event unauthorized vending machines are placed by the Contractor, such action shall constitute a default of this Contract and the County shall have the right to terminate the Contract.

SPECIAL CONDITIONS

**SC-07 BIDDER QUALIFICATIONS**

This Special Condition modifies Instruction to Bidder IB-09, Competency of Bidder, by the addition of the following: Bidder must provide the names of at least three such facilities for which bidder has provided such services, additionally providing the name, address and telephone number of the responsible contact person. Bidder must submit with its Bid Proposal copies of its audited financial statements for the past two years. Bidder shall identify within its Bid Proposal all legal actions wherein bidder was named a party, including: (a) debtor in bankruptcy; (b) defendant in a lawsuit for deficient performance on a contract; (c) respondent in any administrative action for deficient performance; (d) defendant in any quasi-criminal or criminal action. Failure to meet these requirements may result in bidder disqualification.

**SC-08 COMPLIANCE WITH LAWS**

This Special Condition modifies General Condition GC-16 Compliance with Laws as follows:

Contractor shall comply with all laws, ordinances, rules, regulations and orders of all duly constituted authority, present or future, which affect the services of this Contract (including without limitation fire, building, health and sanitation codes and regulations and 77 Illinois Administrative Code, Ch. I, Sec. 743.10 - Sanitary Vending of Food and Beverages). Contractor shall procure all permits and licenses (including but not limited to City of Chicago (or other municipality where a County Facility to be served is located) and State of Illinois vending machine licenses). Contractor must pay all fees necessary for the operation of its business prior to installation of any vending machine within a County Facility. Contractor shall provide copies of all such permits, licenses and evidence of payment of necessary fees to the County.

**SC-09 CONTRACTOR'S EMPLOYEES**

All County Facility building policies and regulations shall be adhered to by the Contractor and its employees. Contractor warrants that its employees while engaged in servicing vending machines shall wear clean outer garments, shall conform to hygienic practices, shall not use tobacco in any form and shall be free of all communicable diseases. Employees shall wash their hands immediately prior to engaging in any vending machine servicing operations which may bring them into contact with food, food packaging, or food-contact surfaces.

All employees shall be thoroughly screened by Contractor before entering any County Facility, including but not limited to a criminal background check, fingerprinting and photographs. The County reserves the right to do background checks on Contractor's employees with regard to security issues and to review Contractor's records relating to security issues.

Contractor shall be responsible for issuing photo identification cards to each of its employees. The form of this photo identification card shall be approved by the County prior to issuance. Contractor's employees shall be required to wear such identification whenever they are on the County Facility premises. No person shall be admitted to the County Facility without proper identification. Each employee entering the County Facility shall be subject to the security procedures in place at such County Facility.

SPECIAL CONDITIONS

**SC-10 FACILITY MAINTENANCE**

The County will be responsible for overall maintenance of the County Facility; however, Contractor shall maintain and keep in a clean and sanitary condition and remove all packaging and litter from the Designated Area where a vending machine is placed, including but not limited to the floor and wall areas and shall clean up any spillage or garbage in the immediate surroundings of each vending machine. Any repairs to the designated area that are required because of negligence or abuse by the Contractor or its employees will be charged to the Contractor. It is the Contractor's responsibility to define and document the need for building repairs within a Designated Area by initiating a work order through the Cook County Department of Facilities Management. Prior to installing any fixtures or altering any structural aspect of the County Facility, Contractor must first obtain the County's written permission.

**SC-11 SANITATION**

Sanitation of the vending machines, bill changers and microwave ovens and the Designated Areas will be a priority and shall be maintained by the Contractor at high levels at all times. Vending machines and microwave ovens, internally and externally shall be effectively cleaned and sanitized on a regular basis. The frequency of such cleaning shall be established by the appropriate health authority based upon the Product being dispensed. A record of such cleaning operations shall be maintained by the Contractor in each machine or shall be made available at the time of inspection and shall be kept by the Contractor for a minimum of three years after Contract termination or expiration. All single service articles (cups, containers, plates or utensils) shall be purchased in sanitary cartons or packages which protect the articles from contamination and shall be stored in a clean, dry place until used and shall be handled in a sanitary manner. Single service articles stored within the vending machine shall be protected from manual contact, dust, insects, rodents and other contamination.

Contractor shall be responsible for providing a sufficient number of trash receptacles within the Designated Areas. The County will properly remove all trash and garbage resulting from the vending machine operations.

Contractor shall develop and maintain an effective program for extermination and control of vermin and rodents in all vending machines and the Designated Areas. The program must be coordinated with the extermination program of the County.

**SC-12 UTILITIES**

The Designated Areas shall have utility outlets required for the operation of the vending machines. The County shall provide the following utilities: water and electric. Interruption of utility service by the County shall only be made in cases of necessity or emergency. In the event of such necessity or emergency, the County shall provide immediate notice to the Contractor of any interruption or proposed interruption of such utility services. Contractor shall perform services in such a manner as to conserve all utilities used in connection with this Contract.

SPECIAL CONDITIONS

**SC-13            EQUIPMENT**

All equipment brought into a County Facility by the Contractor shall be plainly identified to County as Contractor-owned equipment and shall remain the property of the Contractor at the conclusion or termination of this Contract. Contractor shall provide the County with an identification and serial number for each machine placed within a Designated Area of a County Facility. In addition, the County shall have the right to require the Contractor to affix a County issued identification decal in a conspicuous location on all vending machines, bill changers and microwave ovens prior to placement of the equipment within a Designated Area for County identification purposes.

Contractor shall provide, on a timely basis, preventative maintenance and repair of all vending machines to the satisfaction of the County. Maintenance services shall insure that all vending machines are being maintained in accordance with manufacturer's recommendations and are operating in accordance with manufacturer's technical specification for each piece of equipment being maintained. Cost for such maintenance and repairs shall be borne by the Contractor.

Contractor shall repair and/or replace each malfunctioning vending machine, bill changer or microwave oven within 48 hours of notification that such equipment is malfunctioning. Failure to comply with this requirement shall subject Contractor to termination of this Contract. In addition, Contractor shall provide a method for reimbursing individuals who lost money due to a vending machine malfunctioning.

At the expiration or termination of this Contract, Contractor shall remove all of its vending machine equipment from the County Facility and shall repair any damage to the County Facility caused by Contractor's removal of such equipment. The County may elect to retain or dispose of any of Contractor's equipment not so removed on expiration or termination of this Contract by giving no less than ten days prior notice to Contractor. Title to any equipment that the County elects to retain or dispose shall vest in the County on the expiration of the ten day notice period. The Contractor waives all claims against the County for any loss or damage to Contractor resulting from the County's retention or disposition of any such equipment. Contractor shall be liable to the County for the County's costs of storing, removing and disposing of Contractor's equipment.

**SC-14            PUBLIC ACCESS/SECURITY**

Contractor acknowledges that access to such vending machines is widely available to members of the general public while at the County Facility. Because of such public access, Contractor acknowledges that acts of vandalism may occur damaging Contractor's vending machines of which the County may not be aware. The County will not provide any security for such vending machines and Contractor shall not hold the County liable for any such acts of vandalism or any other damage that may occur to Contractor's equipment placed within these public areas of the County Facility. In the event the County becomes aware of any vandalism or damage to Contractor's vending machines, the County will promptly notify Contractor of such information.

SPECIAL CONDITIONS

**SC-15 INSURANCE**

The Contractor shall, prior to the commencement of the Contract, furnish to the County certificates describing policies of insurance which shall cover Contractor's activities under this Contract. Such insurance shall include, but not be limited to, Worker's Compensation and Employer's Liability, Auto Liability, Plate Glass Coverage, Commercial General Liability, including Product Liability and Completed Operations and Umbrella Liability, as further described below. The County of Cook, its commissioners, officials, employees and agents, are to be listed as additional insured parties, evidenced on the certificate as to general liability, automobile liability, and umbrella liability policies. The Contractor agrees that it will, at its expense, at or before the commencement of services hereunder, purchase and keep in force at all times for the duration of the contract such insurance policies as will protect the County and his agents and employees from and against all claims, suits, judgments, demands and expenses, including attorneys' fees whatsoever as provided hereinafter, with minimum limits as required under this article and with an insurer approved by the County. The insurer(s) must have A.M. Best rating of a least "A" and be of Class VII of higher. This insurance shall cover all operations under this Contract, whether such operations are covered by the Contractor or by a sub-contractor or material men or anyone directly or indirectly employed by Contractor.

Worker's Compensation and Employers' Liability: The Contractor further agrees that the Contractor and all sub-contractors will comply with all statutes and laws with regard to Worker's Compensation/Occupational Disease applying to employees or their beneficiaries. Limits shall be:

Workers Compensation	Statutory Limits
Employer's Liability	Not Less Than
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 each policy limit

Other insurance required as follows:

Commercial General Liability	Limits not less than
Bodily Injury and Property	\$2,000,000 each occurrence
Damage Combined Single Limit	\$2,000,000 annual general aggregate
	\$2,000,000 Products Liability/Completed Operations

(Occurrence Form Required)

Commercial General Liability coverage must provide:

General Aggregate Limit must apply per location	
Premises and Operations	
Products Liability/Completed Operations	
Contractual Liability	
Personal Injury and Advertising Injury	
Independent Contractor's	
Broad Form Property Damage	
Cross Liability Endorsement	
Auto	Limits not less than
Bodily Injury and Property	\$2,000,000 each accident
Damage Combined Single Limit	

SPECIAL CONDITIONS

**SC-15 INSURANCE (con't.)**

Policy must be intended to cover all owned, non-owned and hired vehicles

Umbrella Liability	Not less than
Bodily Injury and Property	\$3,000,000 each occurrence
Damage combined and Single Limit	(where applicable)

Money and Securities Broad Form Policy Insurance (Inside and Outside) shall be carried for the benefit of County and Operator and shall be carried in the following amount:

Inside -	\$10,000	Deductible -	\$100
Outside-	\$10,000	Deductible -	\$100

The policy shall state "All Bodily Injury and Property Damage arising out of continuous or repeated exposure to substantially the same general conditions is to be considered as arising out of one occurrence." Contractor, at its expense, is responsible for the payment of all deductibles which may become due and payable under this contract. Coverage shall be effective and continuous for the entire term of the Agreement.

Immediately upon award of Contract, Contractor shall procure and supply to the County certificates of all insurance policies and renewals as required to be procured and maintained by the Contractor hereunder from the insurance companies carrying same, addressed to Cook County. Certificates shall be submitted in duplicate to the Purchasing Agent and shall be sent to the Purchasing Department, Room 1018, Cook County Building, referencing the Contract Number and Title. All said certificates shall contain a statement that the insurance companies will give the County sixty (60) days written prior notice in the event said policy is canceled or altered.

**SC-16 BID DEPOSIT**

Instruction to Bidder IB-04, Bid Deposit, is modified as follows: A Bid Deposit in the amount of five hundred thousand dollars (\$500.00) will be required and must accompany the bid proposal. All other conditions of IB-04 shall apply.

**SC-17 PERFORMANCE**

It shall be the responsibility of the Contractor to deliver all items in good condition. Any items damaged in shipment will be the sole responsibility of the Contractor to replace with new and undamaged goods.

All products shall conform to the minimum requirements. These requirements shall include, but not be limited to: weights, measures, fill of containers.

All products shall conform to standard guarantee requirements with respect to safety and Contractor agrees to hold the County harmless in the event of product failure.

All items received under the contract specifications may be inspected upon delivery for compliance quality requirements and freshness. All items delivered that do not meet specifications shall be returned, or replacement at the discretion of the receiving facility.

SPECIAL CONDITIONS

**SC-18      PAYMENT**

Contractor shall be entitled to retain all daily revenues from vending machine operations. However, Contractor shall be solely responsible for filing, collecting and paying any and all taxes attributable to all vending machine sales.

The percentage commission payments to the County by Contractor will be made on a monthly basis and shall be paid within fifteen (15) days after the end of each month. Payment shall be accompanied by a Statement setting forth the total monthly Gross Receipts for each vending machine for each month. All payments shall be remitted to the Cook County Department of Revenue, 118 North Clark Street, Room 1160, Chicago, Illinois 60602.

**SC-19      CONTRACTOR'S RECORDS**

Contractor's sales records shall be maintained for a minimum of three years after the termination or expiration of this Contract and shall be immediately available to County for audit upon County request.

Contractor shall provide to the County, copies of its Illinois sales tax returns pertaining to vending machine sales pursuant to this Contract no later than the date upon which such returns must be provided to the State of Illinois Department of Revenue.

END OF SECTION

SPECIFICATIONS

SECTION	SUBJECT	<u>PAGE</u>
S-01	VENDING MACHINE SPECIFICATIONS	S-2
S-02	VENDING MACHINE FOOD AND BEVERAGE PRODUCTS- GENERAL	S-2
S-03	VENDING MACHINE FOOD AND BEVERAGE PRODUCTS- HEALTH SNACKS	S-3
S-04	DELIVERY OF PRODUCTS	S-3
S-05	PROHIBITED PRODUCTS	S-3
S-06	PRICING	S-4
S-07	INSPECTION OF CONTRACTOR'S OPERATIONS	S-5

SPECIFICATIONS**S-01 VENDING MACHINE SPECIFICATIONS**

All vending machines provided pursuant to this Contract shall be of sturdy construction and so designed, fabricated, finished and maintained so as to facilitate its being kept clean, and to prevent the entrance of insects and rodents. All vending machines shall be uniform in color, shall clearly display all Products offered for sale and prices for such Products. All vending machines shall be electric and double insulated and grounded. Vending Machines shall be capable of making change. All machines proposed to be used in connection with this Contract shall be fully compliant with the requirements of 77 Illinois Administrative Code, Ch. 1, Section 743 - Sanitary Vending of Food and Beverages. All machines must be three (3) years old or newer and all machines shall be equipped with an automatic counter device which will allow the County to audit sales by accessing sales information without opening the machine. Contractor shall provide change machines with bill changers where necessary with the prior approval of the County. The County shall have the right to require the Contractor to provide change machines where multiple vending machines are placed and where there appears to be a need for such change machines.

**S-02 VENDING MACHINE FOOD AND BEVERAGE PRODUCTS-GENERAL**

All food and beverage products ("Products") offered for sale by Contractor shall be pure and wholesome and of a high quality. All Products offered for sale shall be nationally known and accepted products. Contractor shall keep all vending machines adequately supplied with Products at all times. All Products shall be manufactured, processed and prepared in commissaries or establishments which comply with all applicable State laws and rules. All Products shall be stored or packaged in clean protective containers, and shall be handled, transported and vended in a sanitary manner. Fresh fruits which may be eaten raw without peeling may be disbursed unpackaged but must have been thoroughly washed in potable water at the original packing plant or immediately before being placed in the vending machine. Contractor shall provide microwave ovens where necessary with prior approval of the County.

**For Section 2, Department of Corrections at 26th Street & California Avenue and portion of Section 4 Juvenile Temporary Detention Center in the Attachment 1 all soda must be dispensed in disposable plastic bottles. Cans or glass containers will not be accepted for these sections.**

Vending machines dispensing Potentially Hazardous Products (perishable food which consists in whole or in part of milk or milk products, eggs, meat, poultry, fish or other ingredients capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms) shall be provided with adequate refrigerating or heating units, or both, and thermostatic controls which insure the maintenance of appropriate temperatures at all times. Such vending machines shall also have controls which prevent the machine from vending Potentially Hazardous Products until serviced by the operator, in the event of power failure or other condition which results in noncompliance with temperature requirements in the food storage compartment.

SPECIFICATIONS

**S-03 VENDING MACHINE FOOD AND BEVERAGE PRODUCTS – HEALTHY SNACKS**

The Cook County Department of Public Health (DPS) through its “Communities Putting Prevention to Work” program financed by a grant through the American Recovery and Reinvestment Act of 2009 is working with its partners to encourage healthy lifestyles. As part of this initiative, DPH has developed a draft recommendation for County-Wide Nutrition Standards for Vending Machines, attached to this specification as Attachment C (County-Wide Standards). Contractor shall include with its bid a plan indicating Contractor’s approach to fully implement the County-Wide Standards within no more than two years after award of the Contract; provided, however, that the standard for Hot Beverage Machines will be deemed to be met if 75% of the beverages (rather than 100%) meet the standards set forth on Attachment C. Contractor’s plan shall indicate the manner in which Contractor will immediately upon commencing performance under this Contract offer some selections of cold and hot beverages and snacks which meet the standards in Attachment C at all locations. Throughout the term of the Contract, Contractor shall work cooperatively with the County in implementing the recommended County-Wide Standards, as amended from time to time, in order to establish a successful program of healthy vending.

**S-04 DELIVERY OF PRODUCTS**

All Products, while in transit to vending machine locations, shall be protected from the elements, dirt, dust, insect, rodents and other contamination. In addition, Products, while in transit, shall comply with applicable temperature requirements.

**S-05 PROHIBITED PRODUCTS**

Contractor is strictly prohibited from selling any alcoholic or tobacco products within any vending machine placed in a County Facility.

SPECIFICATIONS

**S-06 PRICING**

The prices for Products being sold by Contractor within the vending machines placed within County Facilities shall be reasonably comparable to other public and corporate facilities in Cook County. The pricing schedule for Products sold in the vending machines is currently as follows:

<u>Product</u>	<u>Price</u>
Cold Beverage - Soda (Can)	\$ .75
Cold Beverage – Soda (20 oz. bottle)	\$ 1.30
Cold Beverage - Juice (12 oz.)	\$ 1.05
Cold Beverage – Juice (20 oz.)	\$ 1.30
Water (20 oz.)	\$ 1.30
Hot Beverage/Coffee/Tea	\$ .65
Snacks/Chips/Cookies	\$ .60/.55/.80
Sandwiches	\$ 2.60
Candy/Gum	\$ .75/.50
Frozen Snacks/Ice Cream	\$ .65

Bidders shall specify proposed initial pricing in the bid. Proposed initial prices shall not be more than 20% more than current pricing, and shall remain firm for one (1) year following the award of the contract.

Contractor may request item-specific price adjustment(s) after the initial 1 year period and every twelve (12) months thereafter, subject to the following conditions:

- Contractor incurs verifiable price increases in merchandise passed on from manufacturer/supplier;
- Price increases shall not exceed five percent (3%) from one adjustment period to the next; and
- In no event shall the new pricing exceed the pricing in other public and institutional facilities in Cook County, as reasonably determined by the Purchasing Agent.

The request for price adjustment shall be submitted to the Purchasing Agent no later than sixty (60) days prior to the proposed effective date of such price increase.

This formula shall be the basis for determining item costs for the term of any extensions or contract renewals which may be mutually agreed to.

SPECIFICATIONS

**S-07      INSPECTION OF CONTRACTOR'S OPERATIONS**

The County shall have the right to inspect and audit the Contractor's operations to ensure compliance with the requirements of this Contract. Contractor shall provide full cooperation with any inspector directed by the County to determine the Contractor's conformity with this Contract. All inspections by the County shall be made in such a manner as not to interfere unduly with Contractor's service operations. Inspections by the County may include inspections by the State Board of Health, County and/or by the Chicago Department of Health or any other agency or party authorized or directed by County to inspect the Facility. Contractor shall participate in County inspections as requested. In the event any machine fails to pass inspection, Contractor shall, within twenty-four (24) hours of notice that such machine has failed inspection, either cure the deficiency noted within the inspection report or replace the machine with a machine that will pass inspection.

END OF SECTION

ATTACHMENT A**SECTION 1: CRIMINAL COURT ADMINISTRATION BUILDING & WHAREHOUSE AT  
23RD & ROCKWELL**

<u>BUILDING</u>	<u>DESIGNATED AREA</u>	<u>TYPE</u>
Admin Bldg	Lower Level - Hallway	Soda
Admin Bldg	Lower Level - Hallway	Snack (Combo)
Admin Bldg	Floor 3	Soda
Admin Bldg	Floor 3	Snack (Combo)
Admin Bldg	Floor 3	Coffee
Admin Bldg	Floor 3	\$ Bill Changer
Admin Bldg	Floor 4	Soda
Admin Bldg	Floor 5	Soda
Admin Bldg	Floor 8	Soda
Admin Bldg	Floor 9c	Soda
Admin Bldg	Floor 11	Soda
Admin Bldg	Floor 13	Soda
Admin Bldg	Floor 13	Snack (Candy)
Admin Bldg	Floor 14	Snack (Candy)
Admin Bldg	Floor 14	Soda
Warehouse	Cen Srv. - 1st Floor – Hall	Soda
Warehouse	Cen Srv. - 1st Floor – Hall	Snack (Combo)
Warehouse	Clk Crt. - 4th Floor Rm. 431	Snack (Combo)
Warehouse	Clk Crt. - 4th Floor Rm 431	Soda
Warehouse	Central Services 6th Floor Rm 637	Soda

ATTACHMENT A

**SECTION 2: DEPARTMENT OF CORRECTIONS AT 26TH STREET & CALIFORNIA AVENUE**

<u>BUILDING</u>	<u>DESIGNATED AREA</u>	<u>TYPE</u>
Division 1	Lobby	Coffee
Division 1	Lobby	Ice Cream
Division 1	Lobby	Soda
Division 1	Lobby	Snack (Combo)
Division 1	Lobby	\$ Bill Changer
Div. 2/Dorm 2	Lobby	Soda (Plastic Bottle)
Div. 2/Dorm 3	Lobby	Snack (Candy)
DU/Division 3	Lobby	Soda (Plastic Bottle)
DU/Division 3	Lobby	Snack
DU/Division 3	Lobby	Sandwich (Hot/Cold)
Du/Division 3	Lobby	\$ Bill Changer/Microwave
Division 4	Lobby	Soda (Plastic Bottle)
Division 4	Lobby	Snack (Combo)
Division 4	Lobby	\$ Bill Changer
Division 5	Lobby	Soda (Plastic Bottle)
Division 5	Lobby	Snack (Combo)
Division 5	Officers Dining Room	Ice Cream
Division 5	Officers Dining Room	Soda (Plastic Bottle)
Division 5	Officers Dining Room	Snack
Division 5	Officers Dining Room	\$ Bill Changer

ATTACHMENT A

**SECTION 2: DEPARTMENT OF CORRECTIONS AT 26TH STREET & CALIFORNIA AVENUE**

<u>BUILDING</u>	<u>DESIGNATED AREA</u>	<u>TYPE</u>
Division 6	Lobby	Soda (Plastic Bottle)
Division 6	Lobby	Snack (Combo)
Division 6	2nd Floor Lounge	Soda (Plastic Bottle)
Division 6	2nd Floor Lounge	Snack
Division 6	2nd Floor Lounge	Coffee
Cermak (Div. 8)	Lobby	Sandwich (Hot/Cold)
Cermak (Div. 8)	Lobby	Ice Cream
Cermak (Div. 8)	Lobby	Soda (Plastic Bottle)
Cermak (Div. 8)	Lobby	Snack
Cermak (Div. 8)	Lunch Room (New Building)	Soda (Plastic Bottle)
Cermak (Div. 8)	Lunch Room (New Building)	Snack (Combo)
Cermak (Div. 8)	Lunch Room (New Building)	\$ Bill Changer
Cermak (Div. 8)	Lunch Room (New Building)	Microwave Oven
Cermak (Div. 8)	Hall	Snack
Division 9	Lounge	Snack (Combo)
Division 9	Lounge	Soda (Plastic Bottle)
Division 9	Lounge	Sandwich (Hot/Cold)
Division 9	Lounge	Coffee
Division 9	Lounge	Ice Cream
Division 9	Lounge	\$ Bill Changer
Division 9	Lounge	Microwave Oven
Division 9	Lobby	Snack (Combo)

ATTACHMENT A

**SECTION 2: DEPARTMENT OF CORRECTIONS AT 26TH STREET & CALIFORNIA AVENUE**

<u>BUILDING</u>	<u>DESIGNATED AREA</u>	<u>TYPE</u>
Division 9	Lounge	Snack (Combo)
Division 9	Lounge	Soda (Plastic Bottle)
Division 9	Lounge	Sandwich (Hot/Cold)
Division 9	Lounge	Coffee
Division 9	Lounge	Ice Cream
Division 9	Lounge	\$ Bill Changer
Division 9	Lounge	Microwave Oven
Division 9	Lobby	Snack (Combo)
Division 9	Lobby	Soda (Plastic Bottle)
Division 9	Lounge	Microwave Oven
Division 9	Lobby	Snack

ATTACHMENT A**SECTION 2: DEPARTMENT OF CORRECTIONS AT 26TH STREET & CALIFORNIA AVENUE**

<b><u>BUILDING</u></b>	<b><u>DESIGNATED AREA</u></b>	<b><u>TYPE</u></b>
Division 10	Lobby	Soda
Division 10	Lobby	Soda
Division 10	Lobby	Snack (Combo)
Division 10	Lounge/Roll Call	Coffee
Division 10	Lounge/Roll Call	Cold Food
Division 10	Lobby	\$ Bill Changer
Division 10	Lobby	Microwave Oven
Division 11	Lobby	Soda
Division 11	Lobby	Snack (Combo)
Division 11	Lunch Room	Ice Cream
Division 11	Lunch Room	Sandwich
Division 11	Lunch Room	Soda
Division 11	Lunch Room	Soda
Division 11	Lunch Room	Snack (Combo)
Division 11	Lunch Room	\$ Bill Changer
Division 11	Lunch Room	Microwave Oven

**NOTE: SECTION 2 REQUIRES ALL SODA TO BE DISPENSED IN DISPOSABLE PLASTIC BOTTLES. CANS OR GLASS CONTAINERS WILL NOT BE ACCEPTED FOR SECTION 2.**

ATTACHMENT A

**SECTION 3: COOK COUNTY DEPARTMENT OF CORRECTIONS - SOUTH CAMPUS**

<u>BUILDING</u>	<u>DESIGNATED AREA</u>	<u>TYPE</u>
Building 1	1st Floor	Soda
Building 1	1st Floor	Snack (Combo)
Building 2	1st Floor	Snack (Combo)
Building 2	1st Floor	Soda
Building 2	2nd Floor	Sandwich
Building 2	2nd Floor	Snack (Combo)
Building 2	2nd Floor	Soda
Building 2	2nd Floor	Microwave Oven
Building 2	3rd Floor	Soda
Building 2	3rd Floor	Snack (Combo)
Building 2	4th Floor	Snack (Combo)
Building 2	4th Floor	Soda
Building 2	4th Floor	Sandwich
Building 2	Basement	Juice
Building 2	Basement	Soda
Building 2	Basement	Snack (Combo)
Building 4	Basement Elev. Lobby	Soda
Building 4	1st Floor	Snack (Combo)
Building 5	2nd Floor	Snack (Combo)
Boot Camp		Sandwich
Boot Camp		Soda

ATTACHMENT A

**SECTION 4: COOK COUNTY BUILDING ("CCB");  
 JUVENILE TEMPORARY DETENTION CENTER ("JTDC");  
 JUVENILE COURT ANNEX ("JUV-ANNX")  
 MEDICAL EXMINER'S OFFICE ("ME")**

<u>BUILDING</u>	<u>DESIGNATED AREA</u>	<u>NUMBER/TYPE</u>
CCB	Assessor 3	Soda
CCB	Assessor 3	Snack (Combo)
CCB	Assessor 9	Snack (Combo)
CCB	Assessor 9	Soda
CCB	MIS 7th Floor Break Room	Soda
CCB	MIS 7th Floor Break Room	Coffee
CCB	MIS 7th Floor Break Room	Snack (Combo)
JTDC	2nd Floor - Cafeteria	Soda
JTDC	2nd Floor - Cafeteria	Snack (Combo)
JTDC	Concourse Break Room - C004	Soda
JTDC	Concourse Break Room - C004	Snack (Combo)
JTDC	Concourse Probation Screening	Soda

**NOTE: JUVENILE TEMPORARY DETENTION CENTER REQUIRES ALL SODA TO BE DISPENSED IN DISPOSABLE PLASTIC BOTTLES. CANS OR GLASS CONTAINERS WILL NOT BE ACCEPTED FOR JUVENILE TEMPORARY DETENTION CENTER.**

ATTACHMENT A

<u>BUILDING</u>	<u>DESIGNATED AREA</u>	<u>NUMBER/TYPE</u>
JUV-ANNX	1st Floor Lounge	Soda
JUV-ANNX	1st Floor Lounge	Soda
JUV-ANNX	1st Floor Lounge	Coffee
JUV-ANNX	1st Floor Lounge	Snack (Combo)
JUV-ANNX	1st Floor Lounge	Snack (Combo)
JUV-ANNX	1st Floor Lounge	Cold Food
JUV-ANNX	1st Floor Lounge	\$ Bill Changer
JUV-ANNX	1st Floor Lounge	Microwave Oven
JUV-ANNX	2nd Floor Probation	Soda
JUV-ANNX	Room 5	Soda
JUV-ANNX	Room 5	Snack (Combo)
JUV-ANNX	Room 6	Soda
JUV-ANNX	Room 8	Soda
JUV-ANNX	4th Public Guardian Rm. 4085-W	Snack (Combo)
JUV-ANNX	4th Public Guardian Rm. 4085-W	Soda
JUV-ANNX	4th Public Guardian Rm. 4085-W	Juice
JUV-ANNX	Room 7075 West	Snack (Combo)
JUV-ANNX	3rd Floor	Soda
JUV-ANNX	3rd Floor	Juice
JUV-ANNX	1st Floor, Room 24	Soda
ME	Room 002	Soda
ME	Room 002	Sandwich
ME	Room 002	Snack

**ATTACHMENT B**

This Attachment B sets forth the current requirements for access to correctional facilities and court facilities. All requests for Department Identification Cards must be submitted to Assistant Executive Director's Office/External Operations, located at 3026 S. California, Building 5, 1<sup>st</sup> Floor between the hours of 9:00 am and 12:00 p.m. or 1:30 p.m. to 3:30 p.m. The application for Identification Cards is found on the last page of this Attachment B. Additional information is set forth on the attached Information Sheet.

**ATTACHMENT B**

**INFORMATION SHEET**

**PARKING**

Parking is very restricted in the division lots on the compound. However, there is metered street parking and free parking is available in the County parking garage located on the Southeast corner of the intersection at 26<sup>th</sup> Street and California Boulevard.

**WHAT TO BRING**

You must have a picture ID to be admitted into the facility.

**WHAT NOT TO BRING**

You may not bring contraband or other prohibited items into the facility. A list of contraband and prohibited items is attached. Any items that you bring with you will be placed in the x-ray machine for inspection. We suggest that women do not bring purses.

**DO'S AND DON'TS**

**DO**

Prominently display your CCDOC visitor's card at all times. Clip it on your clothing upon entry and do not take it off until you leave. Stay with your group. Follow all instructions or directives of all CCDOC staff members. Answer questions and cooperate fully with CCDOC staff members.

**DON'T**

Don't bring contraband or other prohibited items to the facility.  
Don't give anything to detainees.  
Don't accept anything from detainees.  
Don't agree to pass messages to family or friends of detainees.  
Don't give detainees personal information about yourself. (e.g. addresses, phone numbers, financial information, marital or dating status)  
Don't interfere with or disrupt operations.

**LOCKDOWN**

In an emergency or serious situation, an area, a division, or even the entire facility may be placed on a "lockdown." During a lockdown, movement in and out of the building(s) is restricted. If a lockdown occurs in an area where you are visiting, you may be required to stay at the CCDOC until the situation is resolved.

***Your failure to adhere to the guidelines in this information sheet may be cause for your immediate removal from the facility.***

**PROHIBITED ITEMS**

***The following is a list of items that are considered "contraband" or are otherwise prohibited. Please do not bring these items with you on your visit. Items confiscated by CCDOC staff will not be returned. Any person found in possession of any of these items may be denied access into the facility and/or may be criminally prosecuted.***

ATTACHMENT B

WEAPONS

Guns  
Knives  
Razors or Razor Blades  
Metal Objects  
Files (including nail files)  
Nail or Toenail Clippers  
Scissors  
Tools  
Needles or Pins  
Eating Utensils  
Wire, wire rope, rope, string twine, etc.  
  
*Glass or Glass Objects*  
Any sharp or sharpened object  
Box cutters

COMBUSTIBLES

Cigarettes, Cigars or tobacco products  
*Cigarette Lighters/matches*  
Flammable or combustible Liquids  
Paint  
Alcohol or other chemicals  
Aerosol Cans  
Glue or Adhesives

PERIODICALS

Magazines  
Newspapers  
Hardcover Books  
Electronic Manuals  
Material  
Telecommunications/Technical Manuals

DRUGS

Alcoholic Beverages  
Cannabis  
Narcotics/Controlled Substances  
Drug Paraphernalia  
Hypodermic needles or syringes  
Prescribed medication

FOOD PRODUCTS \*

Food  
Candy  
  
*Chewing Gum*  
Foil

ELECTRONICS

Cell Phones  
*Pagers*  
Cameras  
Tape or Digital Voice Recorders  
Radios  
PDAs  
MP3s  
Other Electronic Devices

OTHER

Dental Floss  
Excessive Jewelry  
Tape  
Pornographic or Suggestive Photos or

**\*PLEASE NOTE: THE PROHIBITION ON FOOD PRODUCTS IS INAPPLICABLE TO VENDORS DELIVERING PACKAGED FOOD PRODUCTS IN BOXES FOR SERVICING OF VENDING MACHINES.**

**ATTACHMENT B**

PLEASE SEE REQUEST FOR ISSUANCE OF DEPARTMENTAL IDENTIFICATION CONFIDENTIAL INFORMATION FORM ATTACHED HERETO. THIS IS THE APPLICATION FOR IDENTIFICATION APPLICABLE TO VENDORS.

**REQUEST FOR ISSUANCE OF DEPARTMENTAL IDENTIFICATION  
CONFIDENTIAL INFORMATION**

Section 1.02  Section 1.04  Section 1.06  Section 1.08  Section 1.10 **CLINICAL**  
**NEW RENEWAL LOST/THEFT DAMAGED ROTATION**

**Must provide  
Two Current  
(2x2) Passport  
Photos With  
Application**

This form will be reviewed by the administration of the Cook County Department of Corrections. Please answer all questions and fill in all blanks. **PLEASE TYPE OR PRINT CLEARLY (Black ink only).**

AGENCY: \_\_\_\_\_

REQUESTING DEPARTMENT: \_\_\_\_\_

POSITION TITLE: \_\_\_\_\_

DIVISIONAL ACCESS: \_\_\_\_\_

(If access to "ALL" is required, please indicate reason)

Anticipated dates of employment for contractors, interns, clinical rotation, and etc. Start \_\_\_\_\_ End \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

HEIGHT \_\_\_\_\_ WEIGHT \_\_\_\_\_ HAIR COLOR \_\_\_\_\_ EYE COLOR \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

DRIVER'S LICENSE NO./STATE IDENTIFICATION NO. \_\_\_\_\_ SOCIAL SECURITY NO. \_\_\_\_\_

(A PHOTO COPY OF A VALID DRIVER'S LICENSE OR STATE IDENTIFICATION IS REQUIRED AND MUST ACCOMPANY THE REQUEST FOR ISSUANCE OF DEPARTMENTAL IDENTIFICATION FORM)

IN CASE OF EMERGENCY, WHOM SHOULD WE CONTACT?

NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

ADDRESS \_\_\_\_\_ EMERGENCY CONTACT NUMBER(S) \_\_\_\_\_

Have you ever been arrested?  Yes  No Date of last arrest \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Have you been convicted of a misdemeanor or felony?  Yes  No If so, when? \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Do you currently have an active misdemeanor or felony criminal case pending against you? \_\_\_\_\_

If yes, explain: \_\_\_\_\_

Who is the agency supervisor that you report directly to? \_\_\_\_\_

Who is the requesting department supervisor that you report directly to? \_\_\_\_\_

My signature establishes that the CCDOC Code of Conduct has been read and is understood. I understand that violation of any Code of Conduct stipulations may result in revocation of privileges, and may include criminal prosecution. Official identification cards will remain the property of Cook County Department of Corrections.

I authorize the Cook County Department of Corrections to run a complete criminal history background up to and possibly including fingerprinting.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Requesting Department Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

*For Official Use Only* \_\_\_\_\_ APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ Assigned I.D. No: \_\_\_\_\_

\_\_\_\_\_  
Executive Director (Designee)

\_\_\_\_\_  
Date



**a. COOK COUNTY DEPARTMENT OF CORRECTIONS  
b. CODE OF CONDUCT AGREEMENT**

**The following generalized rules and regulations are intended as a guide while utilizing on-site facilities of the Cook County Department of Corrections (CCDOC). You are responsible through your affiliation supervisor to the CCDOC Executive Director or his designee. Your signature establishes that the indicated rules and regulations have been read and are understood.**

*Initials*

- \_\_\_\_\_ 1. No unauthorized contact, conversations, or interaction with detainees, his or her family, friends is permitted
- \_\_\_\_\_ 2. You are subject to a search upon entrance. All packages, purses, and bags must be placed on the scan-ray / x-ray machine for inspection and be searched. There are no exceptions to the search procedures. Search and/or questioning by Correctional Staff may occur at anytime. Failure to comply may revoke access to the facility.
- \_\_\_\_\_ 3. Possession of unlawful drugs will be prosecuted under criminal code, 720 ILCS 5/31A-1.1.
- \_\_\_\_\_ 4. Pagers, PDA's, cellular phones, cameras or other recording (audio/visual) devices are not permitted and are considered contraband.
- \_\_\_\_\_ 5. All forms of sharp or blunt instruments or anything else that might be used as a weapon are contraband and are prohibited. This includes blades of any type, or size, files of any kind, guns, clubs, etc. Violators will be arrested and prosecuted under the criminal code, 720 ILCS 5/31A-1.1.
- \_\_\_\_\_ 6. You must notify the Office of the Executive Director immediately of your involvement with law enforcement including arrest, witness, victim or civil action.
- \_\_\_\_\_ 7. The CCDOC reserves the right to deny/revoke access into the facility. Violation of any of the stipulations may result in revocation of privileges as well as criminal prosecution.
- \_\_\_\_\_ 8. Proceed directly to your destination via the most expeditious route, without loitering.
- \_\_\_\_\_ 9. Under no circumstances are you permitted to deviate from the established program.
- \_\_\_\_\_ 10. Non-prescription medication is not permitted in the CCDOC, unless written authorization has been obtained by the Executive Director or his designee.
- \_\_\_\_\_ 11. Parking is restricted to specify divisional lots. However, free parking is available in the parking garage on the corner of 26<sup>th</sup> Street and California Boulevard.
- \_\_\_\_\_ 12. Your Division Access Pass or Identification must be prominently displayed at all times.

**I have read and received a copy of the CCDOC "Code of Conduct" and will abide by the rules and regulations stipulated.**

**I understand that any violations of the "Code of Conduct" agreement will result in a recommendation of discipline up to and including termination.**

Name ( <i>Print Last, First, M.I.</i> )	Signature	Date
Witness ( <i>Print</i> )	Witness ( <i>Signature</i> )	Date

## ATTACHMENT C

Communities Putting Prevention to Work  
*Making suburban Cook County a  
healthier place to live, work and play*

### **Cook County Vending Machine Healthy Nutrition Standard Recommendations for Beverage, Snack and Candy Machines**

Beverage standards are based on the standards implemented by New York City. The main difference is using a 75% standard rather than a 5 column or button standard. Snack and candy standards are based on American Heart Association recommendations. The Chicago Park District has implemented the snack and candy standards for 100% of products sold at park field houses.

#### Cold Beverage Machines

##### *Product Nutritional Requirements*

- A minimum of 75% of the items and slots in each machine must be low or no calorie beverages
- A minimum of 25% of the items and slots in each machine must be unsweetened water
- Low calorie options have less than 25 calories per 8 oz.
- High calorie options have 25 or more calories per 8 oz.
- All beverages except unsweetened water and seltzer water are limited to 12 oz. containers
- Unsweetened water and seltzer water must be in containers greater than 12 oz.

##### *Product Placement and Pricing Requirements*

- Unsweetened water must be placed in the slots with the highest selling potential
- High calorie beverages must be placed in the slots with the lowest selling potential
- Promotion is allowed only for low or no calorie beverages only after approval
- High calorie beverages cannot be priced lower than other beverages
- The County encourages lower prices for low and no calorie items

## ATTACHMENT C

### Hot Beverage Machines

#### *Product Nutritional Requirements*

- 100% of beverages must contain 25 calories or less per 8 oz.\*
- Separate milk or creamer must be 1% fat or non-fat
- Sugar and sugar-substitutes are allowed separately
- All beverages and condiments must have less than 0.5 grams of trans fat per serving

*\*PLEASE NOTE: FOR PURPOSES OF THE COUNTY-WIDE VENDING CONTRACT, THIS STANDARD HAS BEEN MODIFIED AS FOLLOWS: "75% OF BEVERAGES MUST CONTAIN 25 CALORIES OR LESS PER 8 OZ."*

### Snack and Candy Machines

#### *Product Nutritional Requirements*

- A minimum of 75% of products in all snack and candy machines must meet the following standards:
  - Maximum of 250 total calories per package
  - Maximum of 2 servings per package
  - Maximum of 42 grams of added sweetener per 20 oz. serving
  - Maximum of 35% of total calories from fat; maximum of 10% of total calories from saturated fat
  - Maximum of 35% sugar by weight
  - Maximum of 400 mg of sodium per serving with a minimum of 5 items under 250 mg of sodium per serving in each machine
- Gum is excluded from being counted within the 75% item requirement
- A minimum of 1 item per machine must be gluten- and nut-free
- Nuts, seeds, 100% dairy products, fresh fruits and vegetables, dried fruits and vegetables, and fruit packaged in its own juice or water may be included in the 75% without meeting other standards

## ATTACHMENT C

### *Product Placement and Pricing Requirements*

- Items meeting the 75%+ nutrition requirements must be placed in slots with highest selling potential
- Other items must be placed in slots with lowest selling potential
- Promotion is allowed only for foods meeting the nutrition standards
- Pricing for foods meeting the nutrition standards must not be greater than other foods
- The County encourages pricing items meeting the nutrition requirements lower than other foods

SERVICE AND FINANCIAL PACKAGE 1

CONTRACT NO. 10-45-085

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 Number 11-45-85 for provision of Vending Machines and related services, 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 making this proposal, they waive all right to plead any misunderstanding regarding the same.

Bidder may bid on any or all Sections.

SECTION 1:

Criminal Court Administration Building and Warehouse at 23rd & Rockwell:

17 % of Monthly Gross Receipts X \$4,275<sup>1</sup> X 36 MO. = \$ 26,163.00

SECTION 2:

Department of Corrections at 26th California

32 % of Monthly Gross Receipts X \$9,982<sup>2</sup> X 36 MO. = \$ 114,992.64

SECTION 3:

Department of Corrections - South Campus:

25 % of Monthly Gross Receipts X \$6,750<sup>3</sup> X 36 MO. = \$ 60,750.00

NOT ACCEPTED

SECTION 4:

Cook County Building; Juvenile Temporary Detention Center; Juvenile Court Annex and Medical Examiner's Office:

25 % of Monthly Gross Receipts X \$11,022<sup>4</sup> X 36 MO. = \$ 99,198.00

Section<sup>1</sup>. The monthly gross receipts per machine is estimated at \$225.

Section<sup>2</sup>. The monthly gross receipts per machine is estimated at \$217.

Section<sup>3</sup>. The monthly gross receipts per machine is estimated at \$375.

Section<sup>4</sup>. The monthly gross receipts per machine is estimated at \$334.

Commissions 301,103.64  
÷ SAWS 1,153,044.00  
= effective rate 26.1%

These figures above are used for bid evaluation purposes only and should not be relied upon by bidder as an actual prediction of monthly gross receipts.

SERVICE AND FINANCIAL PACKAGE 2

CONTRACT NO. 10-45-085

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 Number 11-45-85 for provision of Vending Machines and related services, 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 making this proposal, they waive all right to plead any misunderstanding regarding the same.

Bidder may bid on any or all Sections.

SECTION 1:

Criminal Court Administration Building and Warehouse at 23rd & Rockwell:

24 % of Monthly Gross Receipts X \$4,275<sup>1</sup> X 36 MO. = \$ 36,936

SECTION 2:

Department of Corrections at 26th California

32 % of Monthly Gross Receipts X \$9,982<sup>2</sup> X 36 MO. = \$ 114,992.64

SECTION 3:

Department of Corrections - South Campus:

28 % of Monthly Gross Receipts X \$6,750<sup>3</sup> X 36 MO. = \$ 68,040.

ACCEPTED

SECTION 4:

Cook County Building; Juvenile Temporary Detention Center; Juvenile Court Annex and Medical Examiner's Office:

28 % of Monthly Gross Receipts X \$11,022<sup>4</sup> X 36 MO. = \$ 111,101.76

Section<sup>1</sup>. The monthly gross receipts per machine is estimated at \$225.

Section<sup>2</sup>. The monthly gross receipts per machine is estimated at \$217.

Section<sup>3</sup>. The monthly gross receipts per machine is estimated at \$375.

Section<sup>4</sup>. The monthly gross receipts per machine is estimated at \$334.

Commissions 331,070.40  
+ SALARY 1,153,044.00  
= Effective rate 28.7%

These figures above are used for bid evaluation purposes only and should not be relied upon by bidder as an actual prediction of monthly gross receipts.

TONI PRECKWINKLE  
PRESIDENT



118 N. CLARK STREET  
ROOM 1018  
CHICAGO, ILLINOIS 60602  
TEL: 312-603-5370  
FAX: 312-603-3179

*RM*  
*Acc. Officer*  
*7-7-11*

MARIA DE LOURDES COSS  
PURCHASING AGENT

ADDENDUM NO. 1

DATE: JULY 5, 2011

MACHINES, FOOD AND BEVERAGE VENDING  
FOR  
COOK COUNTY BUREAU OF ADMINISTRATION,  
REAL ESTATE MANAGEMENT DIVISION

CONTRACT NO. 11-45-85

TO: ALL BIDDERS OF RECORD

SUMMARY – GENERAL

- A. General: This addendum revises bid documents. This addendum is issued to bidders of record prior to execution of contract, and forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.
- B. Bid Form: Acknowledge receipt of this addendum in space provided on bid form on the execution pages. Failure to do so will subject bidder to disqualification.
- C. Attachments: The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Check receipt of attachments issued with this addendum.
- D. Filing: Insert attachments in respective contract document in correct sequence and location. Revise specification contents and drawing list to reflect modifications of the addendum, as applicable.

*DM*  
*Ace Coffee Bar*  
*7.7.11*

E. Questions:

1. Can a Vendor bid on just the beverage portion?

Per Page SC-2, Section SC-03, paragraph 2, Bidders may bid on one or more sections. Each section consists of food and beverage.

2. Do you have sales figures by, location, by machine?

Yes, see Proposal page P-1. There is a breakdown of monthly receipts per section.

3. What is the current commission percentage you are receiving now?

Currently, Cook County receives a 37% commission.

4. How much commission did you receive the last calendar year?

Between January 1, 2010 through December 31, 2010 the amount received was \$ 170,673.64.

5. Who is your current vendor?

Ace Coffee Bar, Inc. is the current vendor.

6. What are the access hours to all facilities?

Monday through Friday, 8:30 AM to 4:30 PM. If earlier delivery times are possible it can be arranged by each department location upon award of contract.

F. Pre Bid Conference Attendee Sign in Sheet



ORIGINATED BY:  
Daniel Gizzi  
Specification Engineer



(Maria de Lourdes Coss, CPPO  
PURCHASING AGENT  
OF COOK COUNTY

PRE-BID CONFERENCE ATTENDEE SIGN-IN SHEET

*Handwritten:* Office Boy  
7-7-11

MACHINES, FOODS & BEVERAGE VENDING

Buyer's Name: Daniel Gizzi  
Procurement Number: 11-45-85  
Conference Date: Monday, June 27, 2011 at 11:00 AM  
Conference Location: Cook County Building, 118 N. Clark St. Room 1018, Chicago, IL 60602

Attendee Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
\_\_\_\_\_  
Company Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Please print clearly

  
**A.H. Management Group, Inc.**  
"building relationships"....  
1151 Rohlfing Road  
Rolling Meadows, IL 60008  
847.253.2070  
www.ah-inc.com  
avantmarketsilwi.com

Tim Sherwood  
Vice President, Sales  
Vending Services  
Food Service Management  
Office Coffee Services  
Avanti Markets  
direct: 847.704.7716  
fax: 847.704.0042  
email: tsherwood@ah-inc.com

Attendee Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
\_\_\_\_\_  
Company Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Please print clearly

{Business Card}

Attendee Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
\_\_\_\_\_  
Company Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Please print clearly

{Business Card}

Attendee Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
\_\_\_\_\_  
Company Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Please print clearly

{Business Card}

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

**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](http://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.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**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](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.



*Family Owned and Operated Since 1949*

RE: Contract No. 11-45-85 Rebid

Machines, Food and Beverage Vending for Cook County Bureau of Administration,  
Real Estate Management Division

MBE/WBE Participation and Letters of Intent, Request for Acceptance of Alternate  
Certifications for Participants

To: Daniel Gizzi—Purchasing Agent  
From: Ace Coffee Bar, Inc

For the above contract, Ace Coffee Bar will utilize MBE and WBE vending operators as direct subcontractors, complying with the participation terms outlined in the contract.

However, neither of these direct subcontractors is currently certified by the County of Cook. We request that the County of Cook allow these subcontractors to be utilized as Ace's subcontractors for this contract. If either or both of these subcontractors are unacceptable, then Ace will have to utilize indirect subcontractors to fulfill this obligation.

The WBE (5%), Benchmark Refreshment Services, had County of Cook certification that expired April 30, 2011. Benchmark is currently certified with the City of Chicago and the Women's Business Enterprise National Council. We have included Benchmark's expired county and current City and WBENC certifications.

The MBE (20%), Canalport Vending, is certified with the City of Chicago. We have included Canalport's current City certification.

Should these subcontractors and their certifications be acceptable, Ace will immediately comply with providing the proper documentation for their service, as is detailed in the documents regarding this contract.

A handwritten signature in black ink, appearing to read "Roger Sweeney". The signature is fluid and cursive, with a large loop at the end.

Roger Sweeney  
Vice-President  
Ace Coffee Bar, Inc.

## Vendor Information

CLOSE WINDOW  HELP

### Vendor Information

Business Name **Benchmark Refreshment Services**

Owner **Tina Ligas**

Address **830 W Route 22 # 311**  
 > [Map This Address](#) **Lake Zurich, IL 60047**

Phone **847-652-2416**

Fax

Email **[ligas@msn.com](mailto:ligas@msn.com)**

Website

### Certification Information

Certifying Agency **City of Chicago**

Certification Type **WBE - Women Business Enterprise**

Certification Date **1/29/2010**

Renewal Date **2/1/2011**

Expiration Date **2/1/2015**

Certified Business Description **Vending machine merchandisers, sale of products**  
**Vending Machine Operators**  
**Automatic Merchandising Machine Operator**

### Commodity Codes

Code	Description
NAICS 454210	Vending machine merchandisers, sale of products ( <a href="#">More</a> )
NAICS 454210	Vending Machine Operators ( <a href="#">More</a> )
SIC 5962	Automatic Merchandising Machine Operator

### Customer Support

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[Print This Page](#)

THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

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JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
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		ELIZABETH ANN DOODY GORMAN	17th Dist.



COOK COUNTY  
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY  
DIRECTOR

118 North Clark Street, Room 1020  
Chicago, Illinois 60602-1304  
TEL (312) 603-5502  
FAX (312) 603-4547

April 30, 2010

Ms. Tina Ligas  
President  
Benchmark Refreshment Services, LLC  
830 West Route 22, # 311  
Lake Zurich, IL 60047

Annual Certification Expires: April 30, 2011

Dear Ms. Ligas:

We are pleased to inform you that Benchmark Refreshment Services, LLC has been certified as a WBE by Cook County Government. This WBE certification is valid until April 30, 2013; however your firm must be revalidated annually. Your firm's next annual validation is required by April 30, 2011.

As a condition of continued certification during this three (3) year period, you must file a "No Change Affidavit" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

Cook County Government may commence action to remove your firm as a WBE vendor 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 County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm will be listed on the Internet in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

**INSTALLATION AND SERVICE OF VENDING MACHINES**

Your participation on County contracts will be credited toward WBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry  
Director

BHP/ehw

Women's Business Enterprise Council



Source: 8/8/08 10:41 AM EDT



WOMEN'S BUSINESS

WBBA

Women's Business Enterprise Council  
Northwest

Business Development  
A Division of Summit

# Women's Business Enterprise National Council in partnership with Women's Business Development Center - Chicago

certifies that the criteria for certification as a

# Minority Business Enterprise

(WBE)  
has been met by

## Benchmark Refreshment Services, LLC

WOMEN'S PRESIDENTS' International Organization - FUTURE VICE CHAIRMAN



WOMEN'S BUSINESS COUNCIL PARTNERS

WBEC  
WOMEN'S BUSINESS ENTERPRISE COUNCIL

MWBC  
MIDWEST WOMEN'S BUSINESS COUNCIL



Women's Business Enterprise National Council  
**WBENC**

*S. Carol Dougal*

Authorized by S. Carol Dougal, Co-President

*Hedy M. Ratner*

Authorized by Hedy M. Ratner, Co-President,  
Women's Business Development Center - Chicago

Expiration Date: 7/31/2009  
Certificate Number: 2005111013  
SIC Code(s): 5962  
NAICS Codes: 454210



City of Chicago - Certification and Compliance System

Vendor Information

ATTN: Bob

630-233-0636



312-747-7778

Vendor Information

Business Name Canalport Vending Company  
 Owner Roscoe Jackson  
 Address 2635 South Wabash Avenue  
 > [Map This Address](#) Chicago, IL 60616-2824  
 Phone 312-808-0466  
 Fax 312-808-1450  
 Email [roscoe.jackson@men.com](mailto:roscoe.jackson@men.com)  
 Website

Certification Information

Certifying Agency City of Chicago  
 Certification Type MBE - Minority Business Enterprise  
 Certification Date 11/1/2008  
 Renewal Date 11/1/2011  
 Expiration Date 11/1/2013  
 Certified Business Description VENDING MACHINES, REFRIGERATED; Vending Machines, Non-Refrigerated

Commodity Codes

Code	Description
NIGP 16592	Vending Machines, Non-Refrigerated
NIGP 74085	Vending Machines, Refrigerated
NIGP 93188	Vending Machine Maintenance and Repair

**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)
- 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       Indirect Participation of MBE/WBE Firms**

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. 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 that 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.

**\*Additionally, 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 five (5) business days after the reverse auction event date.**

**LETTER OF INTENT (SECTION 2)**

M/WBE Firm: \_\_\_\_\_

Contract #: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

Race/Gender: \_\_\_\_\_

Email: \_\_\_\_\_

Participation:      Direct            Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No     Yes – Please attach explanation.           Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

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.

\_\_\_\_\_  
Signature (M/WBE)

\_\_\_\_\_  
Signature (Prime Bidder/Proposer)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

SEAL

**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**

- (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) Used 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) Cook County Works Department;
- 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
<u>N/A</u>	

**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 addresses within Cook County:

601 E LAKE ST, STREAMWOOD, IL 60107  
3800 W 127th ST, ALTO, IL 60803

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.

# 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: AccCoffee Bar, Inc D/B/A: Jame EIN NO.: 36-2541893

Street Address: 601 E Lake St

City: Streamwood State: IL Zip Code: 60107

Phone No.: 630 233 2800

### Form of Legal Entity:

Sole Proprietor  Partnership  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
R.D. Cavitt	601 E Lake St Streamwood, IL 60107	25
J.T. Cavitt	601 E Lake St Streamwood, IL 60107	25
L. Patter	601 E Lake St Streamwood, IL 60107	25
J. Lanier	601 E Lake St Streamwood, IL 60107	25

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 [  ] 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):**

- 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.

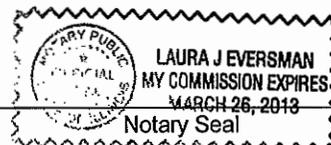
Rodney D. Cavitt  
 Name of Authorized Applicant/Holder Representative (please print or type)  
[Signature]  
 Signature  
 \_\_\_\_\_  
 E-mail address

CEO  
 Title  
7-12-2011  
 Date  
630 233 2800  
 Phone Number

Subscribed to and sworn before me this 12 day of July, 2011.

x Laura J Eversman  
 Notary Public Signature

My commission expires:





**COOK COUNTY BOARD OF ETHICS**

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

*Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

[http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

**DEFINITIONS:**

*"Calendar year"* means January 1 to December 31 of each year.

*"Doing business"* for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

*"Familial relationship"* means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- |           |                   |                |
|-----------|-------------------|----------------|
| ▪ Parent  | ▪ Grandparent     | ▪ Stepfather   |
| ▪ Child   | ▪ Grandchild      | ▪ Stepmother   |
| ▪ Brother | ▪ Father-in-law   | ▪ Stepson      |
| ▪ Sister  | ▪ Mother-in-law   | ▪ Stepdaughter |
| ▪ Aunt    | ▪ Son-in-law      | ▪ Stepbrother  |
| ▪ Uncle   | ▪ Daughter-in-law | ▪ Stepsister   |
| ▪ Niece   | ▪ Brother-in-law  | ▪ Half-brother |
| ▪ Nephew  | ▪ Sister-in-law   | ▪ Half-sister  |

*"Person"* means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person\* doing business\* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships\* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employer: ROBERT D. GAVIN Title: CEO  
 Business Entity Name: ACE COFFEE BAR, INC Phone: 630 233 2800  
 Business Entity Address: 601 E LAKE ST STREAMWOOD, IL 60167

\_\_\_\_\_ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

	Owner/Employer Name:	Related to:	Relationship:
1.	<u>N/A</u>	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

\_\_\_\_\_ There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

[Signature] \_\_\_\_\_  
 Owner/Employer's Signature Date 7-12-2011

Subscribe and sworn before me this 12 Day of July, 2011

a Notary Public in and for Cook County

[Signature]  
 (Signature)



NOTARY PUBLIC  
 SEAL

My Commission expires \_\_\_\_\_

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

**Cook County Board of Ethics**  
 69 West Washington Street,  
 Suite 3040  
 Chicago, Illinois 60602



*Family Owned and Operated Since 1949*

601 E. LAKE STREET  
STEAMWOOD, ILLINOIS 60107

PHONE: 630/233-2800  
FAX: 630/233-0636

July 5, 2011

Purchasing Department  
Count of Cook  
118 N Clark  
Room 118  
Chicago, IL 60602

Re: Contract No: 11-45-85

I, Rodney D. Cavitt, President, Ace Coffee Bar, Inc., authorize Roger N. Sweeney, Vice President, to attest to my signature.

A handwritten signature in black ink, appearing to read "R. D. Cavitt". The signature is fluid and cursive, with a large loop at the end.

Rodney D. Cavitt  
President  
Ace Coffee Bar, Inc  
601 E. Lake St.  
Streamwood, IL 60107

**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: ACE COFFEE BAR LLC

BUSINESS ADDRESS: 601 E LAKE ST  
STREAMWOOD, IL 60107

BUSINESS TELEPHONE: 630 233 2800 FAX NUMBER: 630 233 2800

CONTACT PERSON: Roger Sweeney

FEIN: 36-2544893 \*IL CORPORATE FILE NUMBER: 1977242-02

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: Rodney D Cavitt VICE PRESIDENT: Roger N Sweeney

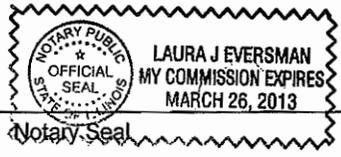
SECRETARY: Rodney D Cavitt TREASURER: Rodney D Cavitt

\*\*SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
12 day of July, 2011.

x Laura J Eversman  
Notary Public Signature

My commission expires: 

\* 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.

**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: ACE COFFEE BAR INC.

BUSINESS ADDRESS: 601 E LAKE ST  
STREAMWOOD, IL 60107

BUSINESS TELEPHONE: 630 233 2800 FAX NUMBER: 630 233 2800

CONTACT PERSON: Roger Sweeney

FEIN: 36-2544893 \*IL CORPORATE FILE NUMBER: 1977242-02

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: RODNEY D CAVITT VICE PRESIDENT: ROGER N SWEENEY

SECRETARY: RODNEY D CAVITT TREASURER: RODNEY D CAVITT

\*\*SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
12 day of July, 2011.

x Laura J Eversman  
Notary Public Signature

My commission expires:  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.

**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: ACE COFFEE BAR, LLC  
BUSINESS ADDRESS: 601 E LAKE ST  
STREAMWOOD, IL 60107  
BUSINESS TELEPHONE: 630 233 2800 FAX NUMBER: 630 233 2800  
CONTACT PERSON: Roger Sweeney  
FEIN: 36-2544893 \*IL CORPORATE FILE NUMBER: 1977242-02

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: Rodney D Cavitt VICE PRESIDENT: ROGER N SWEENEY  
SECRETARY: Rodney D Cavitt TREASURER: Rodney D Cavitt

\*\*SIGNATURE OF PRESIDENT: \_\_\_\_\_  
ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
12 day of July, 2011.

X Laura J Eversman  
Notary Public Signature

My commission expires \_\_\_\_\_  
  
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:

*Joni Preequonile*

\_\_\_\_\_  
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

*Maria de Lourdes Cors*

\_\_\_\_\_  
COOK COUNTY PURCHASING AGENT

*Taher Reaheld*

\_\_\_\_\_  
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 5 DAY OF December, 2011.

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

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

11-85-85 rebid

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 11,101.76  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY