

TONI PRECKWINKLE
PRESIDENT



MARIA de LOURDES COSS
CHIEF PROCUREMENT OFFICER

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

October 18, 2011

Ms. Terese Fiore
Open Kitchens
1161 W. 21st Street
Chicago, IL 60608

Ref: Document No. 11-50-86

Dear Ms. Fiore:

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Please do not provide service until your firm has been notified by a representative from the Using Department.

Cordially,

A handwritten signature in cursive script, reading "Maria de Lourdes Coss".

Maria de Lourdes Coss, CPPO
Chief Procurement Officer of Cook County

MdLC/js

Enclosure

cc: Alexis Herrera

BIDDER: Open Kitchens

CONTRACT FOR SERVICE

CONTRACT NO. 11-50-86



FOOD SERVICE MEALS FOR PRISONER LOCKUPS AT COURT FACILITIES
EXCLUDING 26TH AND CALIFORNIA

FOR

COOK COUNTY SHERIFF'S COURT SERVICES DEPARTMENT

BIDS TO BE EXECUTED IN TRIPLICATE
BID OPENING WILL BE ON WEDNESDAY, AUGUST 3, 2011 AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED
DELIVER BIDS TO 118 N. CLARK ST., ROOM 569, CHICAGO, IL 60602

CONTACT: CHERYL MCCRARY, SPECIFICATION ENGINEER, AT 312-603-2391
EMAIL: cheryl.mccrary@cookcountyil.gov

A MANDATORY PRE BID MEETING AND SITE VISIT WILL BE HELD ON MONDAY, JULY 18, 2011
at 10:00 A.M.

ISSUED BY THE
OFFICE OF THE PURCHASING AGENT

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

BID DEPOSIT: ONE THOUSAND DOLLARS (\$1,000.00)

CHECKLIST FOR BID PACKAGE SUBMISSION

Here's a check list for you to make sure the bid package you submit is complete.

Incomplete bid packages will not be considered for award so if you have any questions, please contact VendorServices@cookcountygov.com, but be sure to allow enough time for us receive your inquiry and reply.

In the bid package you are submitting, make sure you:

- INCLUDE the following sections of the contract in the following order:
 - Cover page
 - Instructions to Bidders (Index and Section IB)
 - General Conditions (Index and Section GC)
 - Special Conditions (Section SC)
 - Specifications (Section S)
 - Site Inspection Form (if applicable) (Section SI)
 - Proposal (Section P)
 - Economic Disclosure Forms (Index and Section EDS)
- SIGN, ATTEST, AND NOTARIZE all three (3) Execution pages (Either Execution by a Sole Proprietor, Execution by a Partnership, or Execution by a Corporation, which ever applies to you.)
- PRINT the envelope template
- FILL OUT the required information sections as indicated on the envelope template
- TAPE the completed label to the front of a 10" x 13" envelope

Make sure you submit your bid envelope on or before the Bid Opening Date and Time indicated on the bid envelope.

Make sure you deposit your bid envelope at the location indicated on the bid envelope.

Bid envelopes submitted late or deposited in the wrong location will not be considered for award.

Good luck!

**INSTRUCTIONS TO BIDDERS
BID CONTRACTS
INDEX**

<u>Section</u>	<u>Subject</u>	<u>Page</u>
IB-01	Definitions	IB-1
IB-02	Preparation of Bid Proposals	IB-1
IB-03	Site Inspection Certificate	IB-1
IB-04	Bid Deposit	IB-2
IB-05	Exceptions	IB-2
IB-06	Bidder Warranties	IB-2
IB-07	Submission of Bid Proposals	IB-3
IB-08	Bid Proposals to Conform to Requirements of Legal Advertising	IB-3
IB-09	Competency of Bidder	IB-3
IB-10	Local Business Preference	IB-3
IB-11	Consideration of Bid Proposals	IB-3
IB-12	Withdrawal of Bid Proposals	IB-4
IB-13	Acceptance of Bid Proposals	IB-4
IB-14	Performance and Payment Bond	IB-4
IB-15	Prices Firm	IB-4
IB-16	Cash Billing Discounts	IB-4
IB-17	Catalogs	IB-4
IB-18	Authorized Dealer/Distributor	IB-4
IB-19	Trade Names	IB-5
IB-20	Samples	IB-5
IB-21	Notices	IB-5
IB-22	Compliance with Laws - Public Contracts	IB-5
IB-23	Cooperation with Inspector General	IB-5

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.

*N/A
We are
current
Vendor
and deliver
to all sites
every week
R. Brown*

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
BID CONTRACTS
INDEX**

<u>Section</u>	<u>Subject</u>	<u>Page</u>
GC-01	Subcontracting or Assignment of Contract or Contract Funds	GC-1
GC-02	Inspection and Responsibility	GC-1
GC-03	Insurance	GC-1
GC-04	Payment	GC-1
GC-05	Prepaid Fees	GC-1
GC-06	Taxes	GC-1
GC-07	Price Reduction	GC-2
GC-08	Contractor Credits	GC-2
GC-09	Disputes	GC-2
GC-10	Default	GC-2
GC-11	County's Remedies	GC-2
GC-12	Contractor's Remedies	GC-2
GC-13	Delays	GC-3
GC-14	Modifications and Amendments	GC-3
GC-15	Patents, Copyrights and Licenses	GC-3
GC-16	Compliance with Laws	GC-3
GC-17	MBE/WBE Cook County Ordinance	GC-4/7
GC-18	Material Safety Data Sheet	GC-7
GC-19	Conduct of the Contractor	GC-7
GC-20	Accident Reports	GC-7
GC-21	Use of Premises	GC-7
GC-22	General Notice	GC-8
GC-23	Termination for Convenience	GC-8
GC-24	Guarantees and Warranties	GC-8

**GENERAL CONDITIONS
BID CONTRACTS
INDEX**

<u>Section</u>	<u>Subject</u>	<u>Page</u>
GC-25	Standard of Contract Goods	GC-8
GC-26	Delivery	GC-8
GC-27	Confidentiality And Ownership Of Documents	GC-9
GC-28	Quantities	GC-9
GC-29	Audit; Examination of Records	GC-9
GC-30	Governing Law	GC-9
GC-31	Cooperation with Inspector General	GC-10
GC-32	Waiver	GC-10
GC-33	Entire Agreement	GC-10
GC-34	Force Majeure	GC-10
GC-35	Governmental Joint Purchasing Agreement	GC-10
GC-36	Contract Interpretation	GC-10

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.

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 CONDITIONSSC-01 SCOPE

The Contractor shall provide **FOOD SERVICE MEALS FOR PRISONER LOCKUPS AT COURT FACILITIES EXCLUDING 26TH AND CALIFORNIA** for the **COOK COUNTY SHERIFF'S POLICE DEPARTMENT**, all in accordance with the Contract Documents, Specifications and Proposal herein.

It is expected that great care will be used by Contractor to maintain consistently high quality food service.

SC-02 CONTRACT PERIOD

This is a requirement contract for thirty-six (36) months effective after award by the Board of Commissioners and proper execution of the Contract Documents (the "Effective Date"). The three year term of the Contract shall commence upon the commencement date for the food service operations as set forth in Section SC-10, the "Food Service Commencement 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. The contract shall terminate three (3) years after the Food Service Commencement Date, subject to General Conditions GC-11, County's Remedies, and General Condition GC-12, Contractor's Remedies.

SC-03 AWARD OF CONTRACT

The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Request for Sealed Bid. All items, unless otherwise stated, will be assumed to meet all specifications and requirements as set forth in the Request of Sealed Bid. Ambiguous bids which are uncertain as to terms, delivery, 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. Bidders must quote all lines for consideration. It is the intent of the County to award this bid in whole and not in part. Only one award will result from this bid.

SC-04 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The bidder shall have a subcontracting goal of not less than 25 percent (25%) MBE and 10 percent (10%) 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.

SC-05 PRE-BID CONFERENCE AND SITE VISIT

The County will hold a **mandatory** Pre-Bid Conference and Site-Visit at the Office of the Purchasing Agent. Representatives from the Purchasing Division and the Cook County Sheriff's Court Services Department will comprise the panel to respond to answer any questions regarding the Food Service Meals for Prisoner Lockups at Court Facilities Excluding 26th & California, and Invitation to Bid procedures. It is not mandatory that the Contractors attend this Pre-Bid Conference, however it is highly recommended. Prospective Proposers must respond to Cheryl McCrary at 312-603-2391 or e-mail cheryl.mccrary@cookcountyil.gov on or before July 15, 2011, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend.

The Pre-Bid Conference and Site – Visit will be held on:

DATE: July 18, 2011
 TIME: 10:00 a.m.
 PLACE: Daley Center, Sheriff's Lock up
 50 W. Washington – Room 705
 Chicago, IL 60602

*Changed to
non mandatory
Addendum No 1*

SPECIAL CONDITIONSSC-06 INQUIRIES

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

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Purchasing Agent. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Purchasing Agent. (Reference Instructions to Bidders, Section IB-04 "Exceptions", page IB-2). Inquiries must be received no later than 5:00 p.m. on **Wednesday, July 20, 2011**. Inquiries will be answered by the close of business on **Tuesday, July 26, 2011**.

During the bidding process all inquiries must be directed, in writing, only to the Cook County Office of the Purchasing Agent:

MARIA DE LOURDES COSS
COOK COUNTY PURCHASING AGENT
C/O CHERYL MCCRARY, SPECIFICATION ENGINEER
118 NORTH CLARK STREET, ROOM #1018
CHICAGO, IL 60602

Or via email at cheryl.mccrary@cookcountyil.gov

Contact Info for Specification Engineer No. 50
Cheryl McCrary: 312-603-2391, cheryl.mccrary@cookcountyil.gov

SC-07 DELIVERY AND LOCATIONS

Vendors will need to use a city size truck. There is no dock or elevator lift is available for inside delivery. All deliveries must be scheduled 24 hours in advance with shipment to the locations listed in the specifications:

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 location shall be within the geographical boundaries of the County of Cook.

The delivery for each day shall be recorded on vendor supplied form showing the location, date, time, and quantity. The delivery form shall require the signature of the delivery person and signature of the Assistant Chief, or his/her designee, accepting the meals. Each week a copy of the signed delivery form shall be given to the Assistant Chief, or his/her designee, the original delivery form shall be submitted with the County Voucher Form and the original numbered vendor invoice, for payment to:

Cook County Sheriff – Court Service Division
Daley Center
50 W. Washington
ATTN: Finance Dept. Room 705
Chicago, IL. 60602

Delivery schedule and quantities are approximate only and subject to change based on the number of prisoners held and/or schedule changes in court operations.

SPECIAL CONDITIONS

SC-07 DELIVERY AND LOCATIONS(CONTINUED)

<p>A: Sheriff's Lockup Chicago Police Station (51st & Wentworth) 155 W. 51st Street Chicago, IL. 60609</p>	<p>B: Sheriff's Lockup Chicago Police Station (111th & State) 727 E. 111th Place Chicago, IL. 60628</p>	<p>C: Sheriff's Lockup Circuit Court Building 16501 S. Kedzie Parkway Markham, IL. 60426</p>
<p>D: Sheriff's Lockup Chicago Police Station (Grand & Central) 5555 W. Grand Ave. Chicago, IL. 60639</p>	<p>E: Sheriff's Lockup Chicago Police Station (Belmont & Western) 2754 W. Belmont Chicago, IL. 60618</p>	<p>F: Sheriff's Lockup Chicago Police Station (Harrison & Kedzie) 3150 W. Flournoy Chicago, IL. 60612</p>
<p>G: Sheriff's Lockup Daley Center & Traffic Court 50 W. Washington Chicago, IL. 60602</p>	<p>H: Sheriff's Lockup Sheriff's Police Department 1401 S. Maybrook Dr. Maywood, IL. 60153</p>	<p>I: Domestic Violence Court 555 W. Harrison St. Chicago, IL 60606</p>

SC-08 INSIDE DELIVERY

Vendor is responsible for inside delivery.

SC-09 SUPPLEMENTAL DELIVERY INSTRUCTIONS/REQUIREMENTS

Procedures for deliveries utilizing the dock for R.J. Daley Center, 50 West Washington Street, are as follows:

- All deliveries must be pre-arranged, utilizing the attached form. Notification must be provided at least 48 hours in advance during the week and at least 72 hours in advance for weekends and Mondays. Copy the form as needed. A form will need to be filled out for each and every delivery. Fax completed forms to the Richard J. Daley Center, Office of the Building at (312) 603-6950.
- Every delivery made to the building will need to be made by a pre-approved driver from your company. We require that your company furnish legible photocopies of your staff's valid driver's license. In addition, the County will be taking photographs of approved drivers for its own records.
- Delivery personnel will receive a temporary identification badge to be worn at all times while in the building.
- Delivery vehicles will be searched prior to gaining access to the dock area.
- Kindly send all legible photocopies of pertinent documents to the following:

SPECIAL CONDITIONS

SC-09 SUPPLEMENTAL DELIVERY INSTRUCTIONS/REQUIREMENTS(CONTINUED)

EDWARD CARIK
Director of Security-Security Command Center
Richard J.Daley Center
50 West Washington Street
Chicago, Illinois 60602

No driver will be allowed to gain access to the building without prior authorization. Therefore, please fill out the "Request for Dock Access" form and fax it in a timely manner to the number listed above. In addition, replacement drivers not recognized by County staff as being pre-approved will not be allowed entrance into the building. It is imperative that the County is notified, in advance, of staffing changes. The County requires these notifications to be in writing, accompanied by a photocopy of the replacement's personal driver's license.

Please type or print

SPECIAL CONDITIONS

**REQUEST FOR DOCK ACCESS
RICHARD J. DALEY CENTER**

Date(s) of Delivery:	Time:
----------------------	-------

Delivery Company/Agency:	Contact:
Address:	Phone:

Items to be Delivered:

Intended Delivery Location (please check one):

Building	X	Room	Contact:	Phone No. of Contact:
Daley Center				
City Hall				
County Building				

FAX COMPLETED FORM TO OFFICE OF THE BUILDING at (312) 603 – 6950

To be filled out by Daley Center Security **ONLY**:

DELIVERY PERSONNEL INFORMATION:

Date:	Time:	
Last	First	Middle
Driver		
Helper		

License No.	State:
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VEHICLE INFORMATION:

Vehicle	Make:	Model:	Year:
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License Plate	No.:	State:
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Transport License	No.:
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SPECIAL CONDITIONSSC-10 BID DEPOSIT

The Instructions to Bidders IB-04, Bid Deposit, is modified as follows:

A Bid Deposit in the amount of one thousand dollars (\$1,000.00) will be required and must accompany the bid proposal. Bid bonds are acceptable, in accordance with the conditions stated in IB-04. All other conditions on IB-04 shall apply.

SC-11 BID COST PROPOSALPer Meal Rate:

The Contractor shall be entitled to be compensated for food service on the basis of a per meal rate multiplied by the total number of meals delivered for each billing period, as evidenced by the Vendor (supplied) Meal Expenditure Form or any other system of authorization for compensation as may be employed by the County.

Contractor shall state per meal rate as a separate component of its Bid Cost Proposal. The rates proposed by Contractor shall be utilized by the County as a basis for evaluating the lowest responsible bidder for purposes of contract award. The per meal rate shall remain firm for the first year of the Contract. For purposes of evaluating the total cost impact of the per meal rate of the bid proposal, the per meal rate shall be multiplied by the number of meals for the three year contract term to reflect the total bid meal cost for the three year term of the contact.

The per meal rate shall be considered to include all Contractor's profit and overhead costs and all other equipment, supplies, products, employees and services which are required to be provided by Contractor at Contractor's cost.

RATE ADJUSTMENTS:

The meal rates may be adjusted once each contract year after Year One based upon the Index for "Food Away From Home, For all Urban Consumer, For United States City Average" of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics. The Contractor or the County shall be entitled to request an annual price adjustment which shall be calculated in the manner provided by this paragraph. The request for price adjustment by the Contractor shall be submitted to the Executive Director and the Purchasing Agent sixty (60) days prior to the contract anniversary date of each year of the Contract's term. The contract's anniversary date shall be one year from the Food Service Commencement Date. All price adjustments shall be retroactive to the anniversary date. Annual price increases (or decreases) shall be determined by dividing the current index for the Contract anniversary month by the same prior year's month's index. All calculations will be carried by two places only, with no rounding up to the next digit. Increases shall not exceed five percent (5%) annually from one adjustment period to the next.

EXAMPLE:

\$1.00 = Bid meal rate
 140.1 = Current Index for anniversary month
 136.5 = Index for preceding year anniversary month

CALCULATION:

(140.1)
 (136.5) = $1.02 \times \$1.00 = \1.10 New Meal Rate

This formula shall also be the basis for determining the meal rates for the term of an extension or contract renewal which may be mutually agreed upon.

SPECIAL CONDITIONSSC-12 PAYMENT

Payment to the contractor will be made monthly, in arrears, within sixty (60) days after Contractor's submission of their monthly invoice. Contractor shall prepare invoices in a form to be approved by the County. Contractor shall submit with its payment request the following: County Form 29-A and a certified statement of number and type of meals provided. All payment requests shall be submitted to the Executive Director for approval of the number of meals charged for processing. No payment request which is incomplete will be processed for payment. The County will pay no late payment interest penalties.

SC-13 TRANSITION & CONTINUITY OF SERVICE ON EXPIRATION OF CONTRACT

Continuity of service is critical to the County. The successful contractor must recognize this fact and upon expiration of the term of this contract or upon termination, Contractor must exercise best efforts and cooperation for the orderly and efficient transition to a new contractor. Contractor shall provide a sufficient phase-in/phase-out period to ensure that the services called for in this contract are maintained at the required level of proficiency.

SC-14 FACILITIES AND EQUIPMENT

The conditions for storing chilled and frozen products must be as recommended by the Refrigeration Research Foundation. Delivery temperatures for frozen and chilled food shall be in accordance with the Association of Food and Drug Officials (AFDO) Code as recommended by the Food and Drug Administration (FDA).

SC-15 SANITATION REQUIREMENTS

A. GENERAL

1. Contractor shall make its facilities open to inspection by the County upon the County's request. All such inspections shall be made in manner so as to not unduly disrupt contractor's operations. Contractor's facilities and operating practices must be in full compliance with all Federal, State and local laws and regulations, including but not limited to the Illinois Food Drug and Cosmetic Act, 410 ILCS 620/1 and the Sanitary Inspection Act, 410 ILCS 650/1.
2. This Contract shall be implemented as outlined in the Food Drug and Cosmetic Act 410 ILCS 620/1, et. seq. and the Sanitary Food Preparation Ad 410 ILCS 650/1 et. seq. Contractor shall comply with these Acts and shall be subject to the provisions thereof.
3. Food shall be in sound condition, free from spoilage, filth and other contamination and shall be safe for human consumption. Food shall be obtained from sources that comply with all laws relating to food and food labeling. Use of home prepared or hermetically sealed food which has been processed in a place other than a food processing establishment is prohibited.

B. FOOD PROTECTION

1. At all times, including while being stored, prepared, displayed, served or transported, food shall be protected from potential contamination, including dust, insects, rodents, unclean equipment and utensils, unnecessary handling, coughs and sneezes, flooding, drainage, and overhead leakage or overhead drippage from condensation. The temperature of potentially hazardous foods shall be 41° degrees F, or below or 140° degrees F. or above at all times, except as otherwise provided.
2. Contractor shall have in place (with appropriate documentation) an ongoing Hazard Analysis Critical Control Points (HACCP) plan to reduce the possibility of food borne disease in product.
3. Contractor shall have in place, a procedure for product recall, which includes providing the Using Department with a copy of the recall notice. Removing all recalled products and providing a credit for recalled/removed products.

SPECIAL CONDITIONSSC-16 NOTIFICATION OF FOOD POISONING/RECALLS

It shall be the duty of the Contractor who has knowledge of any persons suffering from or suspected of suffering from food poisoning or infection or any form of such poisoning or infection, whether bacterial or chemical at once to report this fact to the Illinois Department of Health a written report stating the name and address of the person thus afflicted, the nature of the poisoning or infection and the source or probable source of the same. The Contractor shall notify the Cook County Sheriff's Office within twenty-four (24) hours of being notified of food poisoning or food recall.

1. Bidder must stay current in their understanding of new FDA regulations and recall compliance laws. Bidders must meet safety standards established and enforced by the U.S. Food and Drug Administration (FDA). The FDA implements recall regulations set by Congress, including recall compliance and recall standards that must be met in the event of a product recall
2. The U.S. Food and Drug Administration (FDA) use a three level classification system for product recalls. Recalls are ranked based on an evaluation of the potential risk to public health and safety. The agency has established three levels of product recalls: Class I, Class II, and Class III.
3. All bidders must subscribe to In the event of a Food Product Recall, bidder must provide an immediate response notification process, when dangerous or defective products pose a risk to public health and safety.

SC-17 PRODUCT DATING

The dating of all food products shall be of the Open-Code Method.

SC-18 ITEM SUBSTITUTION

The contractor shall be prepared, through his representative, to offer substitutions at equal or lower cost. If a distributor is temporarily out of stock of a particular item, he may deliver an equal or superior product at an equal or lower price, with prior written approval of the Cook County Sheriff's Court Services Department.

However, in all such instances, each substitution should be labeled clearly as such on each invoice with a separate item code. Substitutions should exist only in "emergency" situations.

SC-19 EMERGENCY ORDERS

The County of Cook reserves the right to make emergency orders from other sources, should the Contractor be unable to furnish the required item(s) within the required time frame and may charge back the Contractor for said emergency purchases.

SC-20 FOOD SERVICE COMMENCEMENT DATE

Upon the award of the contract to the successful bidder, the County shall establish a date for which food delivery services shall commence (the "Food Service Commencement Date"). Contractor is expected to assure a smooth transition so that full delivery service operations can commence on the Food Service Commencement Date set by the County.

SPECIAL CONDITIONS

SC-21 FOOD SERVICE EMPLOYEES

All Complex policies and procedures shall be adhered to by the Contractor and all food service employees. Contractor warrants that its food service employees shall be free of all communicable diseases and shall have passed a standard physical exam. The County may request access to Contractor's records relating to employee health issues.

Contractor shall be responsible for issuing photo identification cards to each of its food service employees entering the Complex. Contractor's employees shall be required to wear such identification whenever they are on the Complex premises. No person shall be admitted to the Complex without proper identification. Each employee entering the Complex shall be subject to the security procedures in place at the Complex.

The County reserves the right to request removal of any delivery employee at any time pursuant to the General Conditions of this Contract.

SC-22 CONTINGENCY PLANNING

Each bidder shall provide a Contingency Plan for providing service in the event of strikes, riots, fire, power failure or other catastrophic events that may curtail or impact the normal food delivery operations. Contingency Plan shall include the Contractor's plans for providing uninterrupted food services to the prisoners.

SC-23 INSURANCE REQUIREMENTS

A. Subrogation and Waiver

1. The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against County.
2. The Contractor shall waive all rights of recovery against the County, and Subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
3. The Contractor shall require all tiers of Subcontractors to waive the rights of recovery (as aforesaid waiver by Contractor) against the County and all tiers of Subcontractors.

B. Insurance Requirements of the Contractor

1. Prior to the commencement of the work, the Contractor, at its cost, shall secure and maintain at all times during the performance of this agreement the insurance specified.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his/her operations under this contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to Cook County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

SPECIAL CONDITIONSSC-23 INSURANCE REQUIREMENTS (CONTINUED)**Workers Compensation Insurance**

In accordance with the Laws of the State of Illinois or any other applicable jurisdiction. The workers compensation policy shall also include the following provisions:

1. Employers' Liability coverage with a limit of not less than:
 - \$500,000,000 each Accident
 - \$500,000,000 each Employee
 - \$500,000,000 Policy Limit for Disease

2. Broad form all states coverage

Commercial General Liability Insurance

An occurrence form Commercial General Liability policy to cover bodily injury, personal injury and property damage liability.

The General Liability coverage shall have a combined bodily injury and property damage limit of not less than \$1,000,000.00 per occurrence with the following provisions included:

1. All premises and operations.
2. Contractor's Protective coverage for independent Contractors or Subcontractors employed by him/her (when applicable).
3. Broad Form Blanket, contractual liability for the obligations assumed in the Indemnification and Hold Harmless agreement, the Waiver of Subrogation section and the Insurance section found herein.
4. Products and Completed Operations coverage.
5. Employees included as additional insured excluding bodily injury to fellow employees only.
6. Broad Form Property Damage Liability.
7. Cross Liability.

Comprehensive Automobile Liability Insurance

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed. Contractor shall provide automobile liability coverage of not less than \$1,000,000.00 per occurrence for bodily injury and property damage. In addition, contractor shall maintain uninsured motorist coverage in accordance with Illinois requirements.

Umbrella/Excess Liability Insurance

In addition to the coverages specified above, Contractor and Subcontractors of any tier shall secure and maintain:

- a. \$3,000,000 each occurrence for all liability

Additional Insured:

- (1) The County of Cook, Illinois
- (2) The Employees of Cook County

The additional insured shall be listed on the Commercial General Liability, and Umbrella/Excess Liability policies.

SPECIAL CONDITIONSSC-23 INSURANCE REQUIREMENTS (CONTINUED)

Relative to the Commercial General Liability, and Umbrella/Excess liability policies The County of Cook shall have the rights of an Additional Insured as provided by ISO endorsement CG 20 10. No other form will be accepted without expressed prior approval of Cook County.

The receipt of any certificate does not constitute agreement by the County that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the County to obtain certificates or other insurance evidence from Contractor shall not be deemed to be a waiver by the County.

C. Contractor Obligations

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

D. Insurance Notices, Costs and Losses

1. All policies of insurance which may be required under terms of this agreement to secure and maintain shall be endorsed to provide that the insurance company shall notify Cook County at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the Work, Contractor shall cause to be furnished to the County certificates of insurance maintained by the Contractor and each such Subcontractor in connection with the performance of the Work. As and when the County may direct, copies of actual insurance policies or renewals or replacements thereof shall be submitted to the County. All copies of policies, if any, and certificates of insurance submitted to the County shall be in a form and content acceptable to the County.

SPECIFICATIONS**A. OBJECTIVE**

It is the County's intention to have one food service provider to deliver prisoner meals for lockups to various locations throughout Cook County.

B. VENDOR REQUIREMENTS

Contractor shall not use out of code food and freshness date shall be marked on each unit. Vendor must meet state and local requirements for food purchasing, storage and handling procedures. Vendor shall submit certified copies of current licensing and Dept. of Health inspection and compliance documents. Assistant Chief, or his/her designee, may reject any meals that are delivered in a damaged, stale dated, or unpalatable condition and same will be deducted from the vendor delivery count.

Failure to accomplish deliveries in a timely manner and/or repeated deliveries of damaged, stale dated or unpalatable meals shall be cause for termination of contract.

C. EQUIPMENT

1. Refrigerators, with hasp locking mechanism, for the storage and dispensing of sandwiches and beverages, shall be provided and maintained in excellent working condition by the vendor at each location SC-07, A thru I as required. All vendor supplied equipment must be compatible with existing space available and electrical wiring and vendor shall assume responsibility for any wiring changes that may be necessary. Vendor shall provide all repairs, monitoring and maintenance of equipment to guarantee that appropriate temperatures are maintained on all food delivery and storage equipment. Delivery vehicle must be clearly marked with contractor's name. Equipment shall be periodically inspected for compliance during term of contract.
2. Either at the expiration or early termination of this Agreement, the County shall have the right to acquire any Contractor owned equipment and fixtures within the facilities. The County may exercise this option by paying to the Contractor a price representing the unamortized portion of Contractor's equipment/fixtures investment based on a five (5) year equipment life and the actual cost of the equipment. If the County wishes to exercise this option, the Contractor shall furnish the County with an inventory of all Contractor owned equipment/fixtures along with a statement and back-up documentation relating to the actual cost for same and some evidence that Contractor has free and clear title to such equipment/fixtures. Contractor shall provide the County with a bill of sale for all equipment and fixtures purchased by the County pursuant to this section. Contractor shall further assign any commercial warranties still in effect covering the equipment purchased by the County.

D. PRISONER MEAL REQUIREMENTS**1. MEALS**

Shall consist of one at least (1) sandwich and one (1) fruit drink.

Each sandwich must be at least two (2) ounces of bologna between two (2) ounces of white or wheat bread.

The sandwich bread needs to be at least four (4) inches wide x 4 – 3/8 inches high x 9/16 inches thick.

The sandwich must be securely wrapped in clear, durable plastic.

Fruit drink needs to be at least eight (8) ounces in weight.

Fruit drink must to be packaged in an individual securely sealed container with no glass or metal components.

The sandwiches and beverage units must contain a freshness date.

SPECIFICATIONS

2. MEAL COUNT AND COST

Daily meal count to be determined by the Assistant Chief, or his/her designee, at each facility. The number of meals served daily changes from day to day based on the activity of the Sheriff's Lockup. The estimated number of annual meals served is as follows:

Location	Meal Service
A: Sheriff's Lockup Chicago Police Station (51 st & Wentworth) 155 W. 51 st Street Chicago, IL. 60609	approximately 200 per week Monday thru Friday excluding court holiday two deliveries per week daily meal count = 40
B: Sheriff's Lockup Chicago Police Station (111 th & State) 727 E. 111 th Place Chicago, IL. 60628	approximately 200 per week Monday thru Friday excluding court holiday two deliveries per week daily meal count = 40
C: Sheriff's Lockup Circuit Court Building 16501 S. Kedzie Parkway Markham, IL. 60426	approximately 260 per week 7 days a week including court holiday two deliveries per week daily meal count = 52
D: Sheriff's Lockup Chicago Police Station (Grand & Central) 5555 W. Grand Ave. Chicago, IL. 60639	approximately 100 per week Monday thru Friday excluding court holiday two deliveries per week daily meal count = 20

SPECIFICATIONS

3. MEAL COUNT & COST

Location	Meal Service
E: Sheriff's Lockup Chicago Police Station (Belmont & Western) 2754 W. Belmont Chicago, IL. 60618	approximately 100 per week Monday thru Friday excluding court holiday two deliveries per week daily meal count = 20
F: Sheriff's Lockup Chicago Police Station (Harrison & Kedzie) 3150 W. Flournoy Chicago, IL. 60612	approximately 100 per week Monday thru Friday excluding court holiday two deliveries per week daily meal count = 20
G: Sheriff's Lockup Daley Center & Traffic Court 50 W. Washington Chicago, IL. 60602	approximately 60 per week Monday thru Friday excluding court holiday one delivery per week daily meal count = 12
H: Sheriff's Lockup Sheriff's Police Department 1401 S. Maybrook Dr. Maywood, IL. 60153	approximately 325 per week Monday thru Friday including court holiday two deliveries per week daily meal count = 65
I: Domestic Violence Court 555 W. Harrison St. Chicago, IL 60606	approximately 225 per week Monday thru Friday including court holiday two deliveries per week daily meal count = 45

The number of meals will vary from day to day, from court facility to court facility and is provided to the bidder for informational purposes only. These estimates may not be relied upon by bidder in determining its Bid Cost Proposal for this contract and may not be used as a basis for increasing its Bid Cost Proposal after award of the contract to the Successful bidder.

SPECIFICATIONS

E. SUBMITTAL REQUIREMENTS

N/A
INCL.
N/A
INCL.

1. Vendor shall provide sample menus.
2. Vendor shall provide three references of current or past clients within the last two years.
3. Vendor shall provide a list of sub-contractors that are necessary to assist with the performance of the required work under this contract.
4. Vendor shall provide copies of current licensing and department of health inspection documentation.

We follow specification exactly for sandwich & fruit drink
We do not substitute or change the meal plan.

PROPOSAL

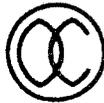
The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 11-50-86 for **FOOD SERVICE MEALS FOR PRISONER LOCKUPS AT COURT FACILITIES EXCLUDING 26TH & CALIFORNIA** for **COOK COUNTY SHERIFF'S COURT SERVICES DEPARTMENT** as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that in making this Proposal, they waive all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY</u>	<u>DESCRIPTION</u>
1. MEALS	LOT	429,000	MEALS, PRISONERS, FOR COURT FACILITY PRISONER LOCK-UPS (EXCLUDING THE CRIMINAL COURTS BUILDING AT 26 TH AND CALIFORNIA) AS PER SPECIFICATIONS HEREIN. \$ <u>.729</u> /MEALS \$ <u>312,741</u> TOTAL MFR. _____ MFR NO. _____

GRAND TOTAL: \$ 312,741⁰⁰

DELIVERY DATE: Immediately as requested
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

***ESTIMATE ONLY - NUMBER OF MEALS MAY VARY.**

 The Ohio Casualty Insurance Company

HAMILTON, OHIO

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,
OPEN KITCHENS, INC., 1161 West 21st Street, Chicago, IL 60608
(hereinafter called the Principal) as Principal, and THE OHIO CASUALTY INSURANCE COM-
PANY, a corporation organized under the laws of the State of Ohio, with its principal office in the
City of Hamilton, Ohio (hereinafter called the Surety) and licensed to do business in the State of
ILLINOIS as Surety, are held and firmly bound unto
COUNTY OF COOK, 118 North Clark, Chicago, IL 60602

(hereinafter called the Obligee) in the penal sum of
ONE THOUSAND DOLLARS &/no 100 - - - - - Dollars (\$ 1,000.00)
lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has
submitted the accompanying bid, dated August 3, 2011 , for
Meals, prisoners for court facilities prison lockup

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said
bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said
bid and give bond for the faithful performance thereof within the time specified; or if no time is
specified within thirty days after the date of said award; or if the Principal shall, in the case of failure
so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of
such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: other-
wise to remain in full force and virtue.

Signed, Sealed and Dated this 3rd day of August, 2011.

OPEN KITCHENS, INC.
(Principal)

By

THE OHIO CASUALTY INSURANCE COMPANY

By *Grace Schoenbeck*
Attorney-in-Fact

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 40-018

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: **Grace Schoenbeck, Frederick L. Reed or Melissa Reed of Lake Geneva, Wisconsin** its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorne(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this **7th** day of **June**, 2007.



Sam Lawrence

Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this **7th** day of **June**, 2007 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **Sam Lawrence, Assistant Secretary** of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton State of Ohio, the day and year first above written



Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 6, 2007.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. **Appointment of Attorneys-in-Fact.** The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 2, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 3rd day of August 2011



Mark E. Schmidt

Assistant Secretary

BID DEPOSIT FORM

AS REQUIRED BY INSTRUCTIONS TO BIDDERS/AND IN
CONJUNCTION WITH THE BID HEREWITH SUBMITTED

(THIS FORM MUST BE SUBMITTED WITH THE BID)

TO: County of Cook

BID FOR: Food Service Meals for Prisoner Lockups at Court Facilities

BID DOCUMENT NUMBER: 11-50-86 BID OPENING DATE: August 3, 2011

We deposit (subject to all conditions of said proposal) the following described deposit check:

() Cashier's Check () Bank Draft (x) Other Bid Bond

Drawn on: _____ of: _____
BANK CITY STATE

Draft or Check Number: _____ Dated: _____

Amount: \$ 1,000⁰⁰

Submitted by: Open Kitchens
BIDDER'S NAME

1161 W. 21ST Street
STREET ADDRESS

Chicago, IL 60608
CITY STATE ZIP CODE

DO NOT WRITE IN THE SPACES BELOW

The Above Described Deposit Check is:

1. () HELD _____ DATE: _____
2. () MAILED _____ DATE: _____
3. () DELIVERED TO: _____ DATE: _____
4. () BOND SUBSTITUTED: _____ DATE: _____
5. () BOND MAILED TO: _____ DATE: _____

TONI PRECKWINKLE
PRESIDENT



MARIA DE LOURDES COSS
PURCHASING AGENT

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

ADDENDUM NO. 1

DATE: JULY 27, 2011

FOOD SERVICE MEALS FOR PRISONER LOCKUPS AT COURT FACILITIES
EXCLUDING 26TH AND CALIFORNIA

FOR

COOK COUNTY SHERIFF'S COURT SERVICES DEPARTMENT

CONTRACT NO. 11-50-86

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 PROPOSAL PAGE. 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.

E. Pre-bid information

SC-05 PRE-BID CONFERENCE AND SITE VISIT - REVISED

CHANGE FROM:

The County will hold a **mandatory** Pre-Bid Conference and Site-Visit at the Office of the Purchasing Agent. Representatives from the Purchasing Division and the Cook County Sheriff's Court Services Department will comprise the panel to respond to answer any questions regarding the Food Service Meals for Prisoner Lockups at Court Facilities Excluding 26th & California, and Invitation to Bid procedures. It is not mandatory that the Contractors attend this Pre-Bid Conference, however it is highly recommended. Prospective Proposers must respond to Cheryl McCrary at 312-603-2391 or e-mail cheryl.mccrary@cookcountyil.gov on or before July 15, 2011, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend.

The Pre-Bid Conference and Site – Visit will be held on:

DATE: July 18, 2011
TIME: 10:00 a.m.
PLACE: Daley Center, Sheriff's Lock up
50 W. Washington – Room 705
Chicago, IL 60602

CHANGE TO:

The County will hold a Pre-Bid Conference and Site-Visit at the Daley Center, Sheriff's Lock Up Facility. Representatives from the Purchasing Division and the Cook County Sheriff's Court Services Department will comprise the panel to respond to answer any questions regarding the Food Service Meals for Prisoner Lockups at Court Facilities Excluding 26th & California, and Invitation to Bid procedures. It is not mandatory that the Contractors attend this Pre-Bid Conference, however it is highly recommended. Prospective Proposers must respond to Cheryl McCrary at 312-603-2391 or e-mail cheryl.mccrary@cookcountyil.gov on or before July 15, 2011, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend.

The Pre-Bid Conference and Site – Visit will be held on:

DATE: July 18, 2011
TIME: 10:00 a.m.
PLACE: Daley Center, Sheriff's Lock up
50 W. Washington – Room 705
Chicago, IL 60602

F. Response to Vendor Inquiries

Q1: What are the dimensions of a city size truck?

A1: The dimensions of a city size truck are at least 12 x 6'H x 40'L

Q2: Will the bid deposit be returned after the award of the contract.

Q3: Yes.

Q4: Will the driver of the distribution truck be required to provide a sanitation certificate.

A4: The driver is not required to have a sanitation certificate.

Q5: What are the insurance requirements for the Daley Center?

A5: Please be advised that SC-23 Insurance Requirements have been revised. Please of Exhibit "A" Revised SC-23 Insurance Requirements and replace SC-9 with SC-9A. Exhibit "B" is the Richard J. Daley Center Insurance Requirement for Contractors/Vendors Policy Limit - Minimum limits.

Q6: Who is the current contractor?

A6: Please submit a Freedom of Information request to the Office of the Purchasing Agent, Attention: Maureen Walsh, at 312-603-5381 or email her at the following address: Maureen.walsh@cookcountyil.gov.

Q7: What is the current contract price?

A7: Please submit a Freedom of Information request to the Office of the Purchasing Agent, Attention: Maureen Walsh, at 312-603-5381 or email her at the following address: Maureen.walsh@cookcountyil.gov.

Q8: Do the meal quantities in the bid docs, pg 52-53 represent the actual, current totals for each location?

A8: Yes the information within the bid document contains the current usage. Please refer to GC-28 Quantities for clarification.

Q9: Can the county confirm the delivery times for each location?

A9: The delivery times are not set and will be confirmed with awarded vendor.

Q10: Who owns the onsite refrigeration equipment?

A10: The equipment is currently maintained by the company delivering the meals.

Q11: Will the awarded vendor have an obligation to provide the refrigeration equipment at any of the locations for receiving and storing the food?

A11: Yes, the awarded vendor must provide the refrigeration equipment at all locations per S-1 Item C - Equipment.



ORIGINATED BY:
CHERYL MCCRARY
SPECIFICATIONS ENGINEER



MARIA DE LOURDES COSS *DA*
PURCHASING AGENT
OF COOK COUNTY

EXHIBIT "A"
REVISED - INSURANCE REQUIREMENTS

SC-23 INSURANCE REQUIREMENTS - REVISED

Workers Compensation Insurance

In accordance with the Laws of the State of Illinois or any other applicable jurisdiction. The workers compensation policy shall also include the following provisions:

1. Employers' Liability coverage with a limit of not less than:

- \$500,000,000 each Accident
- \$500,000,000 each Employee
- \$500,000,000 Policy Limit for Disease

2. Broad form all states coverage

Commercial General Liability Insurance

An occurrence form Commercial General Liability policy to cover bodily injury, personal injury and property damage liability.

The General Liability coverage shall have a combined single bodily injury limit and property damage limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate with the following provisions included:

1. All premises and operations.
2. Contractor's Protective coverage for independent Contractors or Subcontractors employed by him/her (when applicable).
3. Broad Form Blanket, contractual liability for the obligations assumed in the Indemnification and Hold Harmless agreement, the Waiver of Subrogation section and the Insurance section found herein.
4. Products and Completed Operations coverage of \$2,000,000.00 aggregate limit.
5. Employees included as additional insured excluding bodily injury to fellow employees only.
6. Broad Form Property Damage Liability.
7. Cross Liability.
8. Umbrella Liability Policy of no less than \$5,000,000.00

Comprehensive Automobile Liability Insurance

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed. Contractor shall provide automobile liability coverage of not less than \$1,000,000.00 per occurrence for bodily injury and property damage. In addition, contractor shall maintain uninsured motorist coverage in accordance with Illinois requirements.

Umbrella/Excess Liability Insurance

In addition to the coverages specified above, Contractor and Subcontractors of any tier shall secure and maintain:

- a. \$5,000,000 each occurrence for all liability

EXHIBIT "A"
REVISED - INSURANCE REQUIREMENTS

SC-23 INSURANCE REQUIREMENTS - REVISED

Additional Insured:

- (1)The County of Cook, Illinois
- (2)The Employees of Cook County

The additional insured shall be listed on the Commercial General Liability, and Umbrella/Excess Liability policies.

EXHIBIT "B"
RICHARD J. DALEY CENTER
INSURANCE REQUIREMENT FOR CONTRACTORS/VENDORS
POLICY LIMIT – MINIMUM LIMITS.

**RICHARD J. DALEY CENTER
50 WEST WASHINGTON
CHICAGO, IL 60602**

**INSURANCE REQUIREMENTS FOR CONTRACTORS/VENDORS
POLICY LIMITS – MINIMUM LIMITS**

GENERAL LIABILITY INSURANCE

Combined Single Limit Bodily Injury & Property Damage	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate
Products/Completed Operations	\$2,000,000.00 Aggregate Limit
Personal Injury & Advertising Limit	\$1,000,000.00
Umbrella Liability Policy	\$5,000,000.00

WORKERS COMPENSATIONS

For Coverage A (statutory limits) and Coverage B, Employer's Liability with limits of:

\$	500,000.00	Bodily Injury by Accident for Each Accident
\$	500,000.00	Bodily Injury by Disease for Policy Limit
\$	500,000.00	Bodily Injury by Disease for Each Employee

COMPREHENSIVE AUTOMOBILE LIABILITY

Insurance which shall include all owned, leased, hired or non-owned vehicles with limits of liability as follows:

\$500,000.00	Bodily Injury
\$1,000,000.00	Each Occurrence
\$500,000.00	Property Damage Each Occurrence

ADDITIONAL INSUREDS

**Public Building Commission of Chicago
MB Real Estate**

Additional insured will be given at least sixty (60) days' prior written notice of cancellation, non-renewal or material change in coverage of any of the aforesaid policies. Coverage provided will be on a primary-non contributory basis and a waiver of subrogation will be provided on behalf of the additional insured.

**CERTIFICATE HOLDER
MB REAL Estate Services LLC
1203 Richard J. Daley Center
50 West Washington Street
Chicago, IL 60602
312 603 7980**

FAX CERTIFICATE OF INSURANCE TO: 312 603 5800

LICENSE CERTIFICATE

NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME: **OPEN KITCHENS INC**

DBA: **OPEN KITCHENS**

AT: **1161 W. 21ST ST., Floor 1ST, Apt./Suite #
CHICAGO, IL 60608
1ST**

LICENSE NO.: **2897**

CODE **1006**

FEE: **\$****660.00**

LICENSE: **Retail Food Establishment**

2250 Sq. Ft.

PRESIDENT:TERESE M. FIORE

SECRETARY:RICARDO N. FIORE

PRINTED ON : 12/21/2009

\$**660.00**

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREOF, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

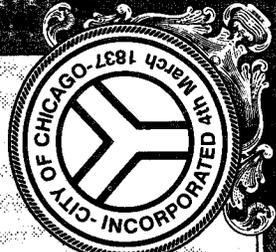
WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF
THIS DAY OF **DECEMBER**, **2009**

19

EXPIRATION DATE:

December 15, 2011

ATTEST:

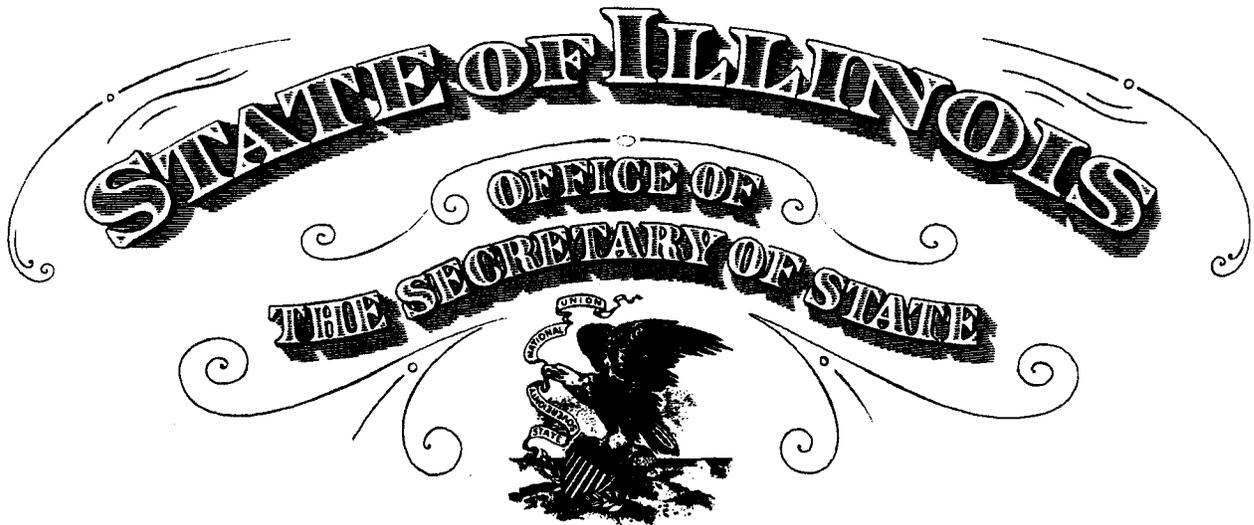


Richard M Daley MAYOR

Miguel del Valle CITY CLERK

ACCOUNT NO. **85390** SITE: **1**
TRANS NO.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

OPEN KITCHENS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 19, 1969, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1030801798

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 4TH day of NOVEMBER A.D. 2010 .

Jesse White

SECRETARY OF STATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/1/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARKET FINANCIAL GROUP, LTD 240 Commerce Drive Crystal Lake IL 60014	CONTACT NAME: Susan Smith	
	PHONE (A/C, No, Ext): (815) 459-3300	FAX (A/C, No): (815) 459-3360
E-MAIL ADDRESS: ssmith@marketfinancialgrp.com		
PRODUCER CUSTOMER ID #: 00020010		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Selective of South Carolina		19259
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2011 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			S 1895473	5/1/2011	5/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			S 1895473	5/1/2011	5/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						Uninsured motorist property \$ 15,000
	<input type="checkbox"/> NON-OWNED AUTOS						Medical payments \$ 5,000
	<input checked="" type="checkbox"/> Comp & Coll Deds \$1000 each						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			S 1895473	5/1/2011	5/1/2012	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 7965648	5/1/2011	5/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Cook County Sheriff's Court Services Dept Chicago, IL	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Goles/SSMI 

Open Kitchens
REFERENCES
August 3, 2011



Serve up the Best!

City of Chicago
Department of Family and Support Services
Contact: Nikki Proutsos
312 743-0178

Chicago Ridge Schools
Contact: Sue Liston
708 636-2000

Alsip Schools
Contact: Kathy Forrest
708 371-3080

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 - 15
6	Sole Proprietor Signature Page	EDS 16a/b/c
7	Partnership Signature Page	EDS 17/a/b/c
8	Corporation Signature Page	EDS 18a/b/c
9	Cook County Signature Page	EDS 19

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

"Affiliated Entity" means a person or entity that, directly or indirectly, controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

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

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

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

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

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

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

MBE/WBE UTILIZATION PLAN

Section 1

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

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

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

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

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

II. Direct Participation of MBE/WBE Firms

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

MBE/WBE Firm: K+R Foodservice
Address: 2141 S. Racine Avenue
E-mail: cheapo1214@AOL.com

Contact Person: Ketan Baman Phone: 312-432-0176

Dollar Amount Participation: \$ 78,185

Percent Amount of Participation: 25 %

*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.

***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.**



Women's Business Enterprise
National Council

hereby grants

National Women's Business Enterprise Certification

to
Open Kitchens

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's
Business Development Center - Chicago, a WBENC Regional Partner Organization.



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



Expiration Date: 11/30/2011

WBENC National Certificate Number: 252346

NAICS Codes: 722310, 722330, 624210

UNSPSC Codes: 50192500, 50192501, 50192502, 71123005, 90101603





CITY OF CHICAGO
OFFICE OF COMPLIANCE

May 25, 2011

Ketan Baman
K & R Foodservice, Inc.
2141 South Racine Ave
Chicago, IL 60608

Annual No Change Affidavit Expires: 6/1/2012

Dear Ketan Baman:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **6/1/2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **6/1/2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

333 S. State St., Suite 320, Chicago, IL 60604 • (312) 747-7778

www.cityofchicago.org/compliance

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

Wholesale Food Establishment; Distributor of Canned Fruit Juices, Pre-cooked Meat Products, Snacks, Vegetables; Supplier of Paper Products for Food (Plate, Napkins, Cups)

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E", with a stylized flourish at the end.

Mary Elliott
Acting Managing Deputy Director

N/A

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. How ever, Indirect Participation w ill only be considered after all efforts to achieve Direct Participation have been exhausted. On ly after w ritten documentation of Good Faith Efforts is received w ill Indirect Participation be considered.

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: 11-50-86 Food Service Meals for Prisoners Lockups at Court Facilities

From: K & R Foodservice
(MBE/WBE Firm)

To: Open Kitchens and the County of Cook
(Bidder/Proposer Firm)

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

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

Description of Service/Supply/Project	Fee/Cost
1. <u>Meat products</u>	\$ <u>78,185</u> <u>25</u> %
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total: \$ <u>78,185</u> <u>25</u> %	

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

Upon Penalty of perjury, I Ketan Baman (print name)

the President (title) and duly authorized representative

of the K & R Foodservice (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be

supplies/performed for the above indicated total dollar amount \$ 78,185 which represents the

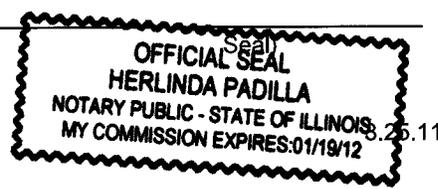
above indicated total percentage 25 % for the contract amount \$ 312,741.

[Signature]
(Signature of affiant)

7,29,11
(Date)

Subscribed and sworn to before me this 29th day of July, 20 11

[Signature]
(Notary's Signature) (Notary)



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

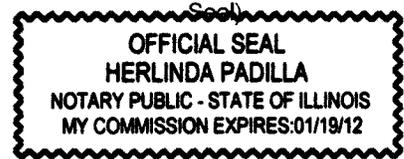
Upon penalty of perjury, Terese Fiore (print name),
the President (title) and duly authorized
representative of Open Kitchens (Bidder Proposer firm),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$ 78,185, which represents the
above indicated total percentage 25 % for the contract amount \$ 312,741.

Terese M. Fiore 8/1/11
(Signature of affiant) (Date)

Subscribed and sworn to before me this 1st day of August, 2011.

Herlinda Padilla
(Notary's Signature) (Notary)



N/A

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 N/A

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)**

N/A

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

- 1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation **(please attach)**
- 2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business **(please attach)**
- 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services **(please attach)**
- 4) Use the services and assistance of the Office of Contract Compliance Staff **(please explain)**
- 5) Engaged MBEs & WBEs for indirect participation **(please explain)**

D. OTHER RELEVANT INFORMATION

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

**CERTIFICATIONS
(SECTION 4)**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES
(SECTION 5)**

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
	None
<hr/>	
<hr/>	
<hr/>	

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: No:

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

1161 W. 21ST Street, Chicago, IL 60608

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

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

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: Food service Meals for Prisoners Lockups at Court Facilities
County Department: Cook County Sheriff's Court Services Department

Applicant Information:

Last name: Fiore First Name: Ricardo MI: N
SS# (Last Four Digits): 6487
Street Address: 550 N. Kingsbury # 408
City: Chicago State: IL Zip: 60654
Home Phone: (312) 595 - 9511 Drivers License No: F600 7345 1150

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

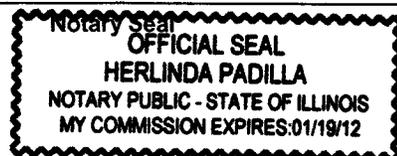
- A. The Applicant has no judicially or administratively ordered child support obligations.
 B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
 C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
 D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: Ricardo Fiore Date: August 1, 2011

Subscribed and sworn to before me this 1st day of August, 2011

Herlinda Padilla
Notary Public Signature





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 OFFICE
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

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 | ▪ Stepsister |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Half-brother |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-sister |
| ▪ Nephew | ▪ Sister-in-law | |

“*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.

N/A

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires: _____ M

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

NIA

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires: e _____ M

X _____
Notary Public Signature

Notary Seal

NIA

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires: e _____ M

X _____
Notary Public Signature

Notary Seal

N/A

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires: e _____ M

X _____
Notary Public Signature

Notary Seal

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

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

NIA

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires: e _____ M

X _____
Notary Public Signature

Notary Seal

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

N/A

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires: _____ M

X _____
Notary Public Signature

Notary Seal

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

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Joni Prosser

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Kevin de Luca

COOK COUNTY PURCHASING AGENT

John R. Kelly

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 4 DAY OF October, 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

11-50-86

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 312,741
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY