

AGREEMENT NO. 11-84-038  
FOOD SERVICE MANAGEMENT

BETWEEN



COOK COUNTY GOVERNMENT  
DEPARTMENT OF CORRECTIONS

AND

CATERING BY MARLIN'S INC. DBA CBM MANAGED SERVICES

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUL 24 2012

COM \_\_\_\_\_

# PROFESSIONAL SERVICES AGREEMENT

## TABLE OF CONTENTS

TERMS AND CONDITIONS .....	1
ARTICLE 1) INCORPORATION OF BACKGROUND .....	1
ARTICLE 2) DEFINITIONS .....	2
a) Definitions .....	2
b) Interpretation.....	2
c) Incorporation of Exhibits.....	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR.....	3
a) Scope of Services.....	3
b) Standard of Performance .....	3
c) Personnel.....	4
d) Minority and Women's Business Enterprises Commitment.....	5
e) Insurance.....	6
f) Indemnification.....	8
g) Confidentiality and Ownership of Documents .....	8
h) Patents, Copyrights and Licenses .....	9
i) Examination of Records and Audits .....	9
j) Subcontracting or Assignment of Agreement or Agreement Funds.....	10
k) Notification of Problems.....	11
ARTICLE 4) TERM OF PERFORMANCE.....	13
a) Term of Performance.....	13
b) Timeliness of Performance .....	13
c) Agreement Extension Option .....	13
d) Annual Price Adjustment.....	13
ARTICLE 5) COMPENSATION .....	14
a) Basis of Payment .....	14
b) Method of Payment.....	15
c) Agreement Amount .....	16
d) Non-Appropriation .....	16
e) Taxes.....	16
f) Price Reduction.....	16
g) Contractor Credits.....	17
h) Healthy People 2020 Initiative .....	17
ARTICLE 6) DISPUTES.....	17
ARTICLE 7) COMPLIANCE WITH ALL LAWS.....	17
ARTICLE 8) SPECIAL CONDITIONS.....	18
a) Warranties and Representations .....	18

b)	Ethics .....	19
c)	Joint and Several Liability .....	19
d)	Business Documents .....	19
e)	Conflicts of Interest .....	19
f)	Non-Liability of Public Officials .....	20
g)	Performance and Payment Bond .....	20
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET .....		21
a)	Events of Default Defined .....	21
b)	Remedies.....	22
c)	Termination for Convenience .....	23
d)	Suspension .....	24
e)	Right to Offset .....	24
f.)	Failure of Contractor to Remedy Any Problem Deemed by CCDOC To Be Critical.....	25
g)	Delays .....	25
h.)	Prepaid Fees.....	25
ARTICLE 10) GENERAL CONDITIONS .....		26
a)	Entire Agreement.....	26
b)	Counterparts.....	26
c)	Modifications and Amendments.....	27
d)	Governing Law and Jurisdiction.....	27
e)	Severability .....	27
f)	Assigns.....	28
g)	Cooperation.....	28
h)	Waiver.....	28
i)	Independent Contractor .....	28
j)	Governmental Joint Purchasing Agreement .....	29
ARTICLE 11) FEDERAL CLAUSES.....		29
ARTICLE 12) NOTICES .....		40
ARTICLE 13) AUTHORITY .....		41

Economic Disclosure Statement  
Signature Pages

**List of Exhibits**

- Exhibit 1      Scope of Services
- Exhibit 2      Schedule of Compensation
- Exhibit 3      Evidence of Insurance
- Exhibit 4      Board Authorization

## **AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a body politic and corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and Catering by Marlin’s Inc. dba CBM Managed Services, doing business as a(an) Corporation of the State of South Dakota hereinafter referred to as “Contractor”, pursuant to authorization by the Cook County Board of Commissioners on the 24th day of July 24, 2012, as evidenced by Board Authorization letter attached hereto as EXHIBIT “4”.

## **BACKGROUND**

*The County of Cook issued a Request for Proposals “RFP” for FOOD SERVICE MANAGEMENT. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.*

*CBM Managed Services indicated in Section 7.2.5 - MBE/WBE Commitment Plans and Agreements of their proposal that the firm intended to form a joint venture if it was awarded a contract for food service to enhance their local presence in Chicago by teaming with Airport Restaurant Management, Inc. (ARMI) and The Buona Companies, LLC (TBC). As such, upon award of the contract by the Cook County Board of Commissioners, the contract will be assigned to CBM Premier Management, LLC.*

*Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.*

**NOW, THEREFORE**, the County and Contractor agree as follows:

## **TERMS AND CONDITIONS**

### **ARTICLE 1) INCORPORATION OF BACKGROUND**

The Background information set forth above is incorporated by reference as if fully set forth here.

## ARTICLE 2) DEFINITIONS

### a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

**"Agreement"** means this Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Chief Procurement Officer"** means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

**"Department"** means the Cook County Sheriff's Office, Department of Corrections.

**"Services"** means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

**"Subcontractor"** means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, suppliers and materials providers, whether or not in privity with Contractor.

### b) Interpretation

i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do

not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization

**ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

**a) Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Article 3c. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here. This Agreement is being awarded in whole and not in part.

**b) Standard of Performance**

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such

licenses. Contractor remains responsible for the professional and technical accuracy of all Services furnished, whether by Contractor or its Subcontractors or others on its behalf.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

**c) Personnel**

**i) Adequate Staffing**

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

**ii) Key Personnel**

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Article 3.c(ii). The Department may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement.

List of Key Personnel:

Name:	Title:
Marlin C. Sejnoha, Jr.	Manager
Carlo Buonavolanto	Manager
Timothy J. Rand	Manager
Shane V. Sejnoha	Vice President of Operations
Robert Shearer	Vice President of Corrections
Dirk L. Peterson	Vice President of Nutrition Operations

iii) **Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Article 3.3(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

d) **Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the Minority- and Women-Owned Business Enterprise General Ordinance (c. 34, Article IV, Div. 8 of the Cook County Code of Ordinances . Contractor's completed MBE/WBE Utilization Plan, as set forth in the Economic Disclosure Statement, evidencing its compliance with this Ordinance are a part of this Agreement. Upon acceptance of a Utilization Plan by the Compliance Director, Contractor must utilize minority and women's business enterprises at the percentages or amounts set forth therein.

**e) Insurance**

A. General

The Contractor shall procure and maintain the insurance required below. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than VII and a policy holder's service rating no lower than (A-) as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the County's Department of Risk Management

B. 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 which Contractor may have or acquired because of deductible clauses 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 their rights of subrogation against the County.

C. Minimum Insurance Requirements of the Contractor

1. Prior to the commencement of the Services, the Contractor, at its cost, shall secure and thereafter, except as otherwise provided herein, maintain at all times during the performance of this Agreement the insurance specified below with limits not less than those specified below for each coverage.
2. 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 Agreement. The Contractor shall advise all insurance companies to familiarize themselves with the conditions and provisions of this Agreement dealing with waivers of subrogation, insurance and indemnification. Failure of the Contractor to so notify these insurance companies shall in no way relieve them from their obligations under this Agreement. 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.
3. 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.

• **Workers Compensation Insurance**

In accordance with the Laws of the State of Illinois, the Workers Compensation policy shall also include the following provisions:

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

\$1,000,000 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 per occurrence and \$2,000,000 aggregate with the following provisions included:

1. All premises and operations.
2. Contractor's Protective coverage for independent contractors or subcontractors employed by 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 (including Food Products Liability) and Completed Operations coverage.
5. Employees included as additional insured.
6. Broad Form Property Damage Liability.
7. Cross Liability.

- **Comprehensive Automobile Liability Insurance**

When any motor vehicles are used in connection with the work to be performed, covering all owned, non-owned and hired automobiles, trucks, and trailers, Contractor shall provide automobile liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage.

Liability – All Autos: Bodily Injury & Property Damage \$1,000,000 per Occurrence

Uninsured/Underinsured Motorists: \$1,000,000

- **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor and sub-contractors of any tier shall secure and maintain an additional:

- a. \$4,000,000 each occurrence for all liability
- b. \$4,000,000 in the aggregate per policy year separately with respect to products and completed operations

- **Additional Insured:**

- (1) The County of Cook, Illinois and its elected officials
- (2) The Employees of Cook County

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

The receipt of any certificate of insurance 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.

D. Insurance Notice, 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 the Office of the Chief Procurement Officer of 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 furnish to the County certificates of insurance maintained by the Contractor and each such sub-contractors in connection with the performance of the Work. As and when the County may direct, copies of actual insurance policies or renewals or replacements 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.

**f) Indemnification**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Agreement by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. This also includes the Contractor's use of detainees in the food service operation at CCDOC, whether or not such liability is attributable to any act of negligence by the Contractor, its officers, employees, agents, consultants, sub-contractors, owners or shareholders. Notwithstanding the foregoing indemnities, the Contractor shall not be liable under this clause where liability results solely from a breach of security.

The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**g) Confidentiality and Ownership of Documents**

Contractor acknowledges and agrees that information regarding this Agreement 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 Agreement or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County'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 County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product required to be created pursuant to the Agreement (the "Documents") shall be the property of the County of Cook. It shall be a breach of this Agreement for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any

third party. During the performance of the Agreement Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

**h) Patents, Copyrights and Licenses**

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Contract. Such licenses shall be clearly marked with a reference to the number of this County Agreement. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Agreement documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its Commissioners, 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 provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other 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 Agreement; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Agreement.

**i) Examination of Records and Audits**

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 Agreement, 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 Agreement, 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 Agreement.

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 Agreement.

In the event the Contractor receives payment under the Agreement, 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 Agreement with the County.

To the extent this Agreement may be reimbursable in whole or in part under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the Agreement, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**j) Subcontracting or Assignment of Agreement or Agreement Funds**

Once awarded, this Agreement shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such subcontract approval relieve the Contractor from its obligations or change the terms of the Agreement. The Contractor shall not transfer or assign any Agreement funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement 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.

Prior to the commencement of the Agreement, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Agreement. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Agreement. Contractor shall incorporate into all subcontracts all of the provisions of the Agreement which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Agreement, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**k) Notification of Problems**

Each party shall use its reasonable efforts to resolve any problems that may impact the successful delivery of Services at the level of the Senior Operations Director for the Contractor and Central Kitchen Superintendent for the County. A problem notification form shall be completed by either party on a form to be provided by the CCDOC. The form shall include at a minimum a description of the problem, the projected impact and the priority level. Upon receipt of a problem notification form, the Contractor's Senior Operations Director and County's Central Kitchen Superintendent shall determine a date by which the problem needs to be resolved taking into account the nature, severity and complexity of the problem. The CCDOC shall keep a log of all problem notification forms which shall include, but not necessarily limited to date of notification, priority level and date the problem was resolved.

If a satisfactory resolution cannot be achieved at the first level, the problem may be escalated in the case of the Contractor, to the Vice President of Operations and in case of the

County, to the Assistant Executive Director of Corrections. If the problem still cannot be resolved after a good faith attempt by these individuals, it may be referred to the Board of Directors or Managers in the case of the Contractor and, the Executive Director and the Chief Procurement Officer in the case of the County.

All problem notifications shall be copied to Chief Financial Officer for the Sheriff's Office, Cook County State's Attorney, Executive Director and Chief Procurement Officer. Any problems or potential problems that the Contractor has knowledge of but does not escalate shall be deemed immaterial and shall not be a basis of any claim (or defense) of failure to perform by the CCDOC.

If the CCDOC has identified a problem as a high priority because its nature could have a serious impact on the delivery of the services set forth herein and the problem has not been resolved within the time frame identified by the CCDOC, at its option, the CCDOC may elect to have the problem fixed and the cost will be deducted from the next month's invoice from Contractor.

**l) Contract Oversight**

During the term of the contract, there shall be a meeting each week between the Contractor's Senior Operations Director and the County's Central Kitchen Superintendent to discuss the performance of the Contract and exchange information and ideas on the services being delivered pursuant to the Contract.

There shall a meeting each month between the Contractor's Vice President of Operations and the County's Assistant Executive Director to discuss the performance of the Contract and exchange information and ideas on the services being delivered pursuant to the Contract.

There shall a meeting each quarter between the Contractor's Board of Directors or Managers and the County's Executive Director to discuss the performance of the Contract and exchange information and ideas on the services being delivered pursuant to the Contract.

These meetings are in addition to and not in lieu of the Notification of Problems process set out in Article 3, Section k) Notification of Problems.

County shall prepare minutes of each meeting and within 10 days of a meeting provide a copy of the minutes to all participants of such meeting.

## **ARTICLE 4) TERM OF PERFORMANCE**

### **a) Term of Performance**

This Agreement takes effect as of the date in the preamble ("**Effective Date**") and continues for a period of three (3) years or until this Agreement is terminated in accordance with its terms, whichever occurs first.

### **b) Timeliness of Performance**

i) Contractor must provide the Services within the term and within the time limits required under this Agreement, pursuant to the provisions of Article 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Article 4.b may result in economic or other losses to the County.

ii) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

### **c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to 3 additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement or an amendment thereto, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Article 10.c.

### **d) Annual Price Adjustment**

The cost per meal shall remain firm for twelve (12) months following the Effective Date. Thereafter, either the Contractor or the County shall be entitled to request an annual price adjustment which shall be calculated in the manner provided for in this section. The request for a price adjustment by the Contractor shall first be submitted to the Chief Procurement Officer and the Department's Executive Director for consideration within sixty (60) days after the Agreement anniversary date of each year of the Agreement's term. In the event that the Department's Executive Director concurs with the price adjustment, it shall then be forwarded to the Chief Procurement Officer and the County Board of Commissioners for final approval, if necessary. The County shall notify the Contractor of its request for price adjustment within the same time period.

Price adjustment shall be based upon the Index for Food Away from Home, for all Urban Consumers for United States City Average, of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics.

The price increase or decrease will be calculated by subtracting the same month's prior year index from the current index, and dividing the difference by the prior year index. The percentage change will then be multiplied by the current price to determine the cost per item for the term of any extension or contract renewal which may be mutually agreed upon. The Consumer Price Index figures will be carried to three (3) decimal places ONLY, with no rounding off to the next digit. An increase shall not exceed three percent (3%) annually from one adjustment period to the next. The final New Cost per Item will be carried to two decimal places.

$$\frac{(\text{Current Index} - \text{Last Year's Month Index})}{\text{Last Year's Month Index}} = \text{Percentage Increase}$$

EXAMPLE:

\$3.00	=	Current Item Price
353.098	=	Current Index (February 2012)
310.128	=	Last Year Month Index (February 2011)
42.97	=	Increase

$$\frac{(353.098 - 310.128)}{310.128} = \frac{42.97}{310.128} = 13.86\% \text{ Increase}$$

$$\$3.00 \times 1.1386 = \$3.415$$

\$3.42 New Cost Per Item

The Contractor shall not submit any penalty costs charged as a result of non-performance of the Agreement as part of its computation for costs per meal nor for any other form of payment from the County.

## ARTICLE 5) COMPENSATION

### a) Basis of Payment

The County will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the successful performance of services.

**b) Method of Payment**

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include “past due” amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties. Invoices shall reflect any discount if such invoice is paid as set forth in Exhibit 2, Compensation Schedule. Invoices shall be submitted directly to the Department.

Payment to the Contractor will be made in arrears, within sixty (60) days after the close of each calendar month during the term of the Agreement. The sixty days begins from the point that invoices are deemed acceptable and correct by the Department. In the event that invoices are incorrect, the Department shall notify the Contractor within ten (10) business days after the receipt of any invoices from the Contractor that are deemed incorrect or unacceptable and the reasons the invoices are incorrect or unacceptable. Invoices may be submitted on a weekly basis and the County may choose to pay more frequently than once per month.

There will be one point of contact for certification of meal served weekly for each of the following Sheriff’s departments: Department of Corrections, Department of Re-Entry and Diversion; Department of Impact Incarceration (Boot Camp); Sheriff’s Women’s Justice Programs, and Department of Court Services. This point of contact will be identified after the award of the Agreement and will be incorporated into the Food Service Management Cost Accounting System.

The Contractor’s certified statements shall be in a form acceptable to the County, including but not limited to a format that is part of a computerized Food Service Management Cost Accounting System, as required under Exhibit 1, Scope of Services, Section 1.6 (Technology) and is compatible with the current or future jail management information system utilized by the CCDOC, and shall reflect the exact number of meals prepared, the exact number of meals served, the cost of each meal, any extraordinary costs incurred, such as equipment repair, unplanned use of small wares, any cost savings as a result of food substitutions, spot buying or recycling, and categorized as follows:

- Actual number of CCDOC, SWJP, DRAD regular inmate breakfast meals served
- Actual number of CCDOC, SWJP, DRAD regular inmate bag lunch meals served
- Actual number of CCDOC, SWJP, DRAD regular inmate dinner meals served
- Actual number of Boot Camp breakfast meals served
- Actual number of Boot Camp lunch meals served

- Actual number of Boot Camp dinner meals served
- Actual number of Court Services bag lunches served by Court Call
- Actual number of inmate therapeutic/religious diet meals served

**c) Agreement Amount**

Payments pursuant to this Agreement shall not exceed \$38,360,583.23 without a written amendment in accordance with Article 10.c.

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) 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 deliverables, 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 Agreement. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

**f) Price Reduction**

If at any time after the Effective Date, Contractor makes a general price reduction in the price of any of the Services, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Agreement for the duration of the Agreement period. For purposes of this Article 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Services. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Services to its prospective customers generally.

**g) 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 Agreement, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

**h) Healthy People 2020 Initiative**

Contractor agrees to assist the Department with complying with the Healthy People 2020 nutritional standards for persons between the ages of 18 and 49 years of age with a sedentary lifestyle in order to comply with the Duran Federal Court Consent Decree. In the event that there are any programs that result in supplemental foodstuffs, the Contractor reserves the right to provide final acceptance of all food stuffs based on the items being compatible and an allowable substitute for the menu. If an appropriate item is found to be acceptable, then a credit to Cook County will be issued in the difference between the supplemental food stuff cost to the Contractor and the cost to the Contractor of the item being substituted. The Contractor and the County shall mutually agree on the amount of the credit. In the event that the item is not an allowable substitute for the current menu, the item will be used as an enhancement to the menu with no credit being issued to Cook County.

**ARTICLE 6) DISPUTES**

Any dispute arising under the Agreement between the Department and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Agreement provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Agreement during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**ARTICLE 7) COMPLIANCE WITH ALL 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 Agreement 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.

## **ARTICLE 8) SPECIAL CONDITIONS**

### **a) Warranties and Representations**

In connection with signing and carrying out this Agreement, Contractor:

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any Agreement awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended,; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Articles 9.1 and 9.3.

**b) Ethics**

i) In addition to the foregoing warranties and representations, Contractor warrants:

(1) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

At the request of the County, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**e) Conflicts of Interest**

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or Agreement that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Article 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**g) Performance and Payment Bond**

The bond required for this Agreement shall be equal to 33 1/3% of the anticipated cost for one

year, and shall have a one year term. Contractor shall renew the Bond on or before the anniversary date for each successive year of the Contract and for any renewals or extensions and shall provide a copy of such bond renewal to the Chief Procurement Officer. 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. Annual renewal bonds shall fully comply with the requirements of this section and shall be submitted to the Chief Procurement Officer. Failure to furnish bond renewals on or before the anniversary dates as herein required shall constitute a default by the Contractor. In addition to the remedies provided to County by Article 9, County may elect to withhold the amount from monthly invoices following the anniversary date. Such amount shall be withheld until required bonds are submitted to the Chief Procurement Officer. Thereafter, the Contractor may include the withheld amount in its next monthly invoice for payment.

## **ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

### **a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
  - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

(v) Failure to comply with Article 7 in the performance of the Agreement.

(vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

## **b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Article 9(b) and Article 12, Notice, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Article 9(b)(i);

- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**c) Termination for Convenience**

In addition to termination under Article 9(b) of this Agreement, the County or the Federal Government may terminate this Agreement for its convenience at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 12, Notice. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 12, Notice, of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set

forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor must include in its contracts with Subcontractors a termination for convenience provision in form and substance equivalent to this termination for convenience provision to prevent claims against the County arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any termination for convenience claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Article 9(b), Remedies, is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Article 9(c), Termination for Convenience.

**d) Suspension**

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Article 9(c), Early Termination.

**e) Right to Offset**

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

- (i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- (ii) if the County exercises any of its remedies under Article 9(b), Remedies, of this Agreement; or
- (iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**f.) Failure of Contractor to Remedy Any Problem Deemed by CCDOC To Be Critical**

Within ten (10) days of County's receipt of a publicly available status report from the Department of Justice ("DOJ") Monitor, County shall forward a copy of that portion of the report relating to food service to the Contractor's Senior Operations Director, Vice President of Operations, and Board of Directors or Managers. If, in any report issued by the DOJ Monitor, the Monitor reports a problem that had been reported in the immediately prior report, and which is not subject to on-going efforts to cure or otherwise remedy, the Contractor shall immediately take action to correct the problem and the Contractor shall have deducted from its next invoice, as liquidated damages and not as a penalty, \$2,500 per day plus expenses. Such amount shall be deducted from each succeeding invoice until the problem has been resolved.

**g) 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 Agreement.

**h.) Prepaid Fees**

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

## **ARTICLE 10) GENERAL CONDITIONS**

### **a) Entire Agreement**

#### **i) General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

#### **ii) No Collateral Agreements**

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

#### **iii) No Omissions**

Contractor acknowledges that Contractor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

### **b) Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

**c) Modifications and Amendments**

The parties may from time to time during the term of the Agreement make modifications and amendments to the Agreement but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of more than 10% of the original award amount or which extend the term of the Agreement by more than one year shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than 10% of the original award amount or which do not extend the term of the Agreement by more than one year may only be made with the written approval of the Chief Procurement Officer.

Subject to the foregoing, the Chief Procurement Officer may, by written order, make changes with respect to the dates of delivery and places of performance of the Agreement, provided that any such changes shall not increase the Agreement price or the time required for Agreement performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Article 10(c), Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Agreement.

**d) Governing Law and Jurisdiction**

This Agreement 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 to the contrary, any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in courts within the Circuit Court of Cook County, 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 Agreement.

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**g) Cooperation**

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

**i) Independent Contractor**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

**j) 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 Agreement.

**ARTICLE 11) FEDERAL CLAUSES**

**1. Interest of Members of or Delegates to the United States Congress**

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Agreement or any benefit derived therefrom.

**2. False or Fraudulent Statements and Claims**

(1) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Accordingly, by signing the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Agreement, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the

Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

### **3. Federal Interest in Patents**

(1) **General.** If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(2) **Federal Rights.** Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the Agreement.

### **4. Federal Interest in Data and Copyrights**

(1) **Definition.** The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Agreement. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Agreement administration.

(2) **Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the Agreement. Except as provided in the Agreement and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(3) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal

Government may not extend their license to other parties.

(a) Any subject data developed under the Agreement or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(b) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(4) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(5) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Agreement. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(6) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(7) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

## **5. Records and Audits**

Contractor will deliver or cause to be delivered all documents (including but not limited to all supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

## **6. Environmental Requirements**

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Agreement. Some, but not all, of the major Federal Laws that may affect the Agreement include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Agreement. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor

acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(1) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(2) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Agreement implementation activity to the County and the appropriate U.S. EPA Regional Office.

(3) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Agreement implementation activity to the County and the appropriate U.S. EPA Regional Office.

(4) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Agreement or to benefit from the Agreement will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(5) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Agreement pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

## **7. No Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

## **8. Cargo Preference-Use of United States Flag Vessels**

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

## **9. Fly America**

If the Agreement or subcontracts involve the international transportation of goods, equipment, or personnel by air, the Agreement must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

## **10. No Federal Government Obligations to Third Parties**

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Agreement. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or Agreement, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

## **11. Allowable Costs**

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Agreement will be limited to those amounts which are allowable and allocable to the Agreement in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

## **12. Trade Restrictions**

Contractor certifies that neither it nor any Subcontractor:

- (1) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (2) has knowingly entered into any Agreement or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (3) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Agreement at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

## **13. Agreement Work Hours and Safety Standards Act**

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Agreement Work Hours and Safety Standards

Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Agreement Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(1) In accordance with section of the Agreement Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Agreement, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Agreement Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(2) In accordance with section 107 of the Agreement Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the Contractor agrees and assures that no laborer or mechanic working on a construction Agreement will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

#### **14. Veteran's Preference**

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

#### **15. Copyright Ownership**

Contractor and the County intend that, to the extent permitted by law, the Documents to be produced by Contractor at the County's instance and expense pursuant to this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.* (the "Copyright Act"), and that the County will be the copyright owner of the Documents and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Documents do not qualify as a "work made for hire," Contractor irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County,

its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Documents prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Documents, at the sole expense of the County. Contractor warrants to County, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Documents and has the legal rights to fully assign them. Contractor further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Documents. Contractor warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Documents constitute a work of original authorship.

## **16. Accessibility Compliance**

If this Agreement involves design for construction, the Contractor warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, and all regulations promulgated thereunder, *see* Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Contractor must comply with the standard providing the greatest accessibility. Also, the Contractor must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Contractor fails to comply with the foregoing standards, the Contractor must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

## **17. Visual Rights Act Waiver**

The Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 *et seq.*) (the "*Copyright Act*") in any work of visual art that may be provided pursuant to this Agreement,. Also, the Contractor represents and warrants that the Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

## **18. Equal Employment Opportunity**

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor."

## **19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)**

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

## **20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)**

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a Agreement shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

## **21. Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-333)**

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## **22. Rights to Inventions Made Under a Agreement or Agreement**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended**

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## **24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **25. Debarment and Suspension (E.O.s 12549 and 12689)**

No Agreement shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

## **ARTICLE 12) NOTICES**

All notices required pursuant to this Agreement 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, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Sheriff  
Department of Corrections  
2700 South California  
Chicago, Illinois 60608  
Attention: Department Director

and

COOK COUNTY OFFICE OF THE CHIEF PROCUREMENT OFFICER  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602  
(Include County Agreement Number on all notices)

If to Contractor: Catering by Marlin's Inc. dba CBM Managed Services  
500 East 52<sup>nd</sup> Street, N.  
Sioux Falls, SD 57104  
Attention: Mr. Marlin C. Sejnoha, Jr.

With a copy to: CBM Premier Management, LLC  
5680 South Archer Avenue, Suite 200  
Chicago, IL 60638

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 12. Notices delivered by mail are considered received three days after mailing in

accordance with this Article 12. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

### **ARTICLE 13)            AUTHORITY**

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

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	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

**"Lobbyist"** means any person or entity who lobbies.

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

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

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

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

INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: Cipriani Pasta i Sauce Inc

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

E-mail: \_\_\_\_\_

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

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: 6 %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

MBE/WBE Firm: Buedel Food Products Company

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

E-mail: \_\_\_\_\_

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

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: 1 %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

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

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: Airport Restaurant Management Inc

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

E-mail: \_\_\_\_\_

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

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ 36 %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

MBE/WBE Firm: Midwest Institutional Food Distributors Inc

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

E-mail: \_\_\_\_\_

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

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ 3 %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

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

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: Whitney Foods, Inc

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

E-mail: \_\_\_\_\_

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

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ 3 %

\*Letter of Intent attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

\*Letter of Certification attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

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

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of intent attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

\*Letter of Certification attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

Attach additional sheets as needed.

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

LETTER OF INTENT (SECTION 2)

COPY

MWBE Firm: Airport Restaurant Management, Inc.  
Address: 41 W. 84th Street  
Contact Person: Timothy J. Rand  
Certification Expiration Date: March 16, 2012  
Email: tj.rand@sbcglobal.net

Contract #: RFP 11-84-038P  
City/State/Zip: Chicago, Illinois 60621  
Phone: (773) 948-6318 Fax: (773) 948-6324  
Race/Gender: African-American

Participation:  Direct  Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

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

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

Meats, eggs, cheeses

Breads

Human resource training and services, emergency/backup kitchen and off-site offices and storage

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

Meats, eggs, cheeses	20% of contract value	30 days	\$ 7,986,406.13
Breads	15% of contract value	30 days	\$ 5,989,804.59
HR services, off-site facilities	1% of contract value	30 days	\$ 399,320.32

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

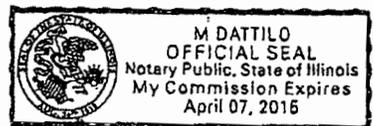
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all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

[Signature]  
Signature (MWBE)  
Timothy J. Rand  
Print Name  
Airport Restaurant Management, Inc  
Firm Name  
November 18, 2011  
Date

[Signature]  
Signature (Prime Bidder/Proposer)  
Marlin C. Sejnoka, Jr.  
Print Name  
CBM Managed Services  
Firm Name  
11/21/2011  
Date

Subscribed and sworn before me this 21<sup>st</sup> day of November, 2011.

Notary Public [Signature]



SEAL

## Vendor Information

CLOSE WINDOW 

 HELP

### Vendor Information

Business Name **Airport Restaurant Management, Inc.**  
Owner **Timothy Rand**  
Address **41 West 84th Street**  
> [Map This Address](#) **Chicago, IL 60620-1251**  
Phone **773-874-8000**  
Fax **773-874-5804**  
Email  
Website

### Certification Information

Certifying Agency **City of Chicago**  
Certification Type **MBE - Minority Business Enterprise**  
Certification Date **11/7/2011**  
Renewal Date **12/1/2012**  
Expiration Date **12/1/2013**  
Certified Business Description **Restaurant Management Services**

### Commodity Codes

Code	Description
NAICS 722310	Food service contractors, cafeteria ( <a href="#">More</a> )
NAICS 722330	Food concession stands, mobile ( <a href="#">More</a> )

### Customer Support

Copyright © 2012 B2Gnow. All rights reserved.

[Print This Page](#)

THE BOARD OF COMMISSIONERS

TONT PRECKWINKLE

PRESIDENT



OFFICE CONTRACT COMPLIANCE

LAVERNE HALL  
DIRECTOR

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

- |                 |           |                            |            |
|-----------------|-----------|----------------------------|------------|
| JAN COLLINS     | 1st Dist. | MICHAEL SILVESTRI          | 8th Dist.  |
| KEITH STREIBER  | 2nd Dist. | BRANDY DUNN                | 10th Dist. |
| J. BUTLER       | 3rd Dist. | JOHN P. DALY               | 11th Dist. |
| AM. M. BEAVERS  | 4th Dist. | JOHN A. HUTCHES            | 12th Dist. |
| AAH. SPAN       | 5th Dist. | LARRY SUPPES               | 13th Dist. |
| PATRICIA MURPHY | 6th Dist. | GREGG GIBLIN               | 14th Dist. |
| J. G. BRANCA    | 7th Dist. | TIMOTHY D. SCHMIDT         | 15th Dist. |
| M. REYES        | 8th Dist. | JEFFREY R. TROJANSKI       | 16th Dist. |
|                 |           | ELIZABETH ANN DOODY BOHMAN | 17th Dist. |

March 16, 2011

Mr. Timothy Rand, President  
Airport Restaurant Management, Inc.  
41 West 84th Street  
Chicago, Illinois 60620

Certification Expires: March 16, 2012

Dear Mr. Rand:

Congratulations on your continued eligibility for Certification as a MBE(6) by Cook County Government. This MBE(6) Certification is valid until March 16, 2012.

As a condition of continued Certification, you must file a "Re-Certification Affidavit" within sixty (60) business days prior to the date of expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a MBE(6) vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

**Airport Restaurant Management & Operation Services; Food and Beverage**

Your firm's participation on Cook County contracts will be credited toward MBE(6) goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE(6) goals will be given only for work done in the specialty category.

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

Sincerely,

Laverne Hall  
Director  
LH/gb



LETTER OF INTENT (SECTION 2)

MWBE Firm: Midwest Foods  
Address: 3100 W. 36th St  
Contact Person: Erin Fitzgerald  
Certification Expiration Date: \_\_\_\_\_  
Email: Midwestfc@aol.com

Contract #: 11-84-038P  
City/State/ Zip: Chicago / IL / 60632  
Phone: 773-927-8870 Fax: 773-927-8718  
Race/Gender: Caucasian / Female

Participation:  Direct |  Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No |  Yes - Please attach explanation.

Proposed Subcontractor: \_\_\_\_\_

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

Fresh produce, fresh and frozen vegetables,  
fruits/ fruit mixes, can goods, beans

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

1 YEAR: \$400,000; 3 YEARS: \$1,200,000  
Payment within 30 days

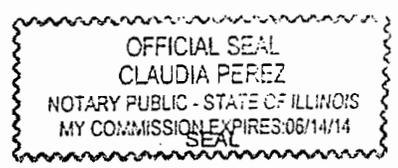
(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

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

Signature (MWBE) \_\_\_\_\_  
Erin Fitzgerald  
Print Name  
Midwest Foods  
Firm Name  
5.11.12  
Date

Signature (Prime Bidder/Proposer) \_\_\_\_\_  
MARLIN SEJNOHA  
Print Name  
CBM MANAGED SERVICES  
Firm Name  
5-11-12  
Date

Subscribed and sworn before me this 11th day of May 2012  
Notary Public: Claudia Perez





CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

---

August 24, 2010

Erin Fitzgerald  
Mid-west Institutional Food Distributors, Inc.  
3100 West 36Th Street  
Chicago, IL 60632

**Annual No Change Affidavit Due:**

**October 1, 2011**

Dear: Erin Fitzgerald

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until October 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1<sup>st</sup> so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **October 1, 2011**. Please remember, you have an affirmative duty to file your NoChange Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **August 2, 2011**.

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 WBE 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.*

Mid-west Institutional Food Distributors, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**39084 Vegetables, Fresh**  
**96240 Food Distribution Services**  
**99844 Food**

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **WBE** goals 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 Elliott". The signature is stylized with a large, sweeping flourish at the end.

Mary Elliott  
Acting Managing Deputy



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

---

August 24, 2010

Erin Fitzgerald  
Mid-west Institutional Food Distributors, Inc.  
3100 West 36Th Street  
Chicago, IL 60632

**Annual No Change Affidavit Due:**

**October 1, 2011**

Dear: Erin Fitzgerald

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until October 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1<sup>st</sup> so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **October 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **August 2, 2011**.

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 WBE 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*

LETTER OF INTENT (SECTION 2)

MWBE Firm: CIPRIANI'S  
Address: 1025 WEST END AVE  
Contact Person: ANNETTE JOHNSON  
Certification Expiration Date: 11/30/12  
Email: A.JOHNSON@CIPRIANIS.PASTA.COM  
Participation:  Direct  Indirect

Contract #: ANNETTE JOHNSON  
City/State/Zip: CHICAGO HEIGHTS IL 60641  
Phone: 108-755-6212 Fax 621-251-3086  
Race/Gender: CAUCASIAN / FEMALE

Will this MWBE firm be subcontracting any of the performance of this contract to another firm?

No  Yes - Please attach explanation.

Proposed Subcontractor: \_\_\_\_\_

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

Paper products, disposables, Janitorial supplies and chemicals

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

1 YEAR \$ 750,000; 3 YRS \$ 2,250,000  
Payment within 30 days

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

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

[Signature]  
Signature (MWBE)

ANNETTE M. JOHNSON  
Print Name

CIPRIANI'S  
Firm Name

5-10-12  
Date

[Signature]  
Signature (Prime Bidder/Proposer)

MARUN SEINOTA  
Print Name

CBM MANAGED SERVICES  
Firm Name

5-11-12  
Date

Subscribed and sworn before me this 10th day of May 2012

Notary Public: Diana Jacobs  
Diana Jacobs



SEAL

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

hereby grants

# National Women's Business Enterprise Certification

to  
**Cipriani's Pasta & Sauce Inc.**

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.

*Hedy M. Ratner*

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



Expiration Date: 11/30/2012  
WBENC National Certificate Number: 2005119305

NAICS Codes: 311941, 311422, 311421, 311823, 311999, 423840, 424410, 311821, 311811

UNSPSC Codes: 50171800, 50192603, 50192902



LETTER OF INTENT (SECTION 2)

MWBE Firm: Buedel Food Products, Inc.

Contract #: 11-84-038P

Address: 7661 S. 78 AVE BIRKBECK, IL

City/State/ Zip: 60415

Contact Person: Kristyn Benson

Phone: 708-496-3740 Fax: 708-496-8369

Certification Expiration Date: 6-30-2014

Race/Gender: WBE

Email: Kristynb@buedelfoods.com

Participation:  Direct  Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

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

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

Meats  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1 year: \$150,000; 3 years: \$450,000  
Payment within 30 days  
\_\_\_\_\_

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

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

Kathleen T. Meyer  
Signature (MWBE)

Marin Setnova  
Signature (Prime Bidder/Proposer)

Kathleen T. Meyer  
Print Name

MARIN SETNOVA  
Print Name

Buedel Food Products, Inc.  
Firm Name

CBM MANAGED SERVICES  
Firm Name

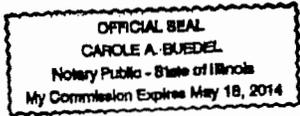
5-10-12  
Date

5-11-12  
Date

Subscribed and sworn before me this 10<sup>th</sup> day of May, 2012

Notary Public Carole A. Buedel

SEAL



## Vendor Information

CLOSE WINDOW 

 HELP

### Vendor Information

Business Name **Buedel Food Products Company**  
 Owner **Kristyn Benson**  
 Address **7661 South 78th Avenue**  
 > [Map This Address](#) **Bridgeview, IL 60455-1241**  
 Phone **708-496-3500**  
 Fax **708-496-8369**  
 Email **[kristynb@buedelfoods.com](mailto:kristynb@buedelfoods.com)**  
 Website

### Certification Information

Certifying Agency **City of Chicago**  
 Certification Type **WBE - Women Business Enterprise**  
 Certification Date **5/10/2012**  
 Renewal Date **6/30/2013**  
 Expiration Date **6/30/2014**  
 Certified Business Description **SUPPLEMENTAL FOOD SERVICES SUPPLEMENTAL FOOD SERVICE;Food;Food Manufacturing Services (Including Beverages)**

### Commodity Codes

Code	Description
NIGP 95284	Supplemental Food Services
NIGP 96738	Food Manufacturing Services (Including Beverages)
NIGP 96738	Food Manufacturing Services (Including Beverages)
NIGP 99844	Food

### Customer Support

[Print This Page](#)

Copyright © 2012 B2Gnow. All rights reserved.

October 27, 2010

Kristyn Benson  
Buedel Food Products Co  
7661 S 78th Avenue  
Bridgeview, IL 60455-1241

Re: FBE Certification Approval

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Female Business Enterprise (FBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

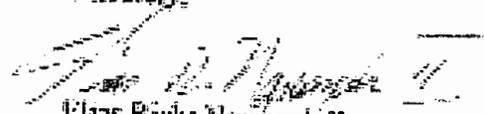
This full certification is valid for a period of three years from the date of this letter. Following this full certification, on an annual basis, at least 60 days prior to the anniversary day of your certification, you will be required to complete a No-change Affidavit form that must be submitted to BEP as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business, or other changes affecting the firm's operations, you are required to notify this office within two weeks. Failure to return the annual No-change Affidavit or notify our office of any such changes will result in decertification of your firm.

Please keep in mind that, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Currently, your firm's name appears in the State's Directory as a certified vendor with BEP. As you may know, State of Illinois Agencies and State Universities have a spending goal established with BEP-certified companies.

Please visit our website at [www.sell2.illinois.gov](http://www.sell2.illinois.gov) to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service that you may provide.

Thank you for your participation in BEP. The State of Illinois values its relationship with small and diverse businesses and looks forward to doing business with your company. For further information or if you have any questions, please call (312) 814-4190, Toll-free (800) 356-9206, Hearing Impaired (800) 526-0844.

Sincerely,



Elias Ricks Nwagwah II  
Operations Manager  
Business Enterprise Program

(L13FBE)

100 W Randolph St., Suite 4-410, Chicago, IL 60601

Illinois Business Enterprise

LETTER OF INTENT (SECTION 2)

MWBE Firm: Whitney Foods Inc. Contract #: RFP 11-84-038P
Address: 2541 S. DAWSON AVE City/State/Zip: CHICAGO, IL 60608
Contact Person: Whitney Fitzgerald Phone: 773-299-1340 773-299-1345
Certification Expiration Date: JAN 23, 2013 Race/Gender: CAUCASIAN / WOMAN
Email: Whitneyfoods@aol.com
Participation: [X] Direct [ ] Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [ ] Yes - Please attach explanation. Proposed Subcontractor:

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

Fresh produce, fresh and frozen vegetables, fruits/fruit mixes, can goods, beans

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

1 YEAR: \$400,000; 3 YEARS: \$1,200,000
Payment within 30 days

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

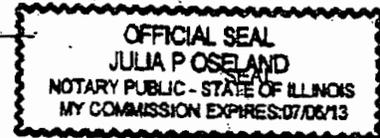
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all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

Signature (MWBE) Whitney Fitzgerald
Print Name Whitney Fitzgerald
Firm Name Whitney Foods Inc.
Date 5/11/12

Signature (Prime Bidder/Proposer)
Print Name MAELI SAGNOVA
Firm Name CBM MANAGED SERVICES
Date 5-11-12

Subscribed and sworn before me this 11 day of May 20 12

Notary Public



# Cook County Government

## Office of Contract Compliance

certifies that the criteria for certification as a

**Small Business Enterprise**

has been met by

**Whitney Foods, Inc.**

Regular Dealer: Wholesale Foods

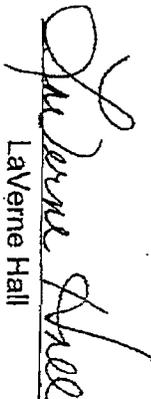
Issued Date: January 23, 2012

No Change Affidavit Due: January 23, 2013

NIGP Code(s): 39306

Ethnicity Code: 7

County: Cook

  
Laverne Hall

Contract Compliance Director

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER                       FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- \_\_\_\_\_ % of Reduction for MBE Participation  
\_\_\_\_\_ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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

## CERTIFICATIONS (SECTION 4)

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

### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

### B. BID-RIGGING OR BID ROTATING

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

### C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
<u>- NA -</u>	
_____	
_____	
_____	

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

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

a) Is Bidder a "Local Business" as defined above?  
Yes: \_\_\_\_\_ No: X

b) If yes, list business addresses within Cook County:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?  
Yes: \_\_\_\_\_ No: X

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:

X 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.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

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

# COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

Identifying Information:

Name Catering By Marlins, Inc D/B/A CBM Managed Services EIN NO.: 91-1827040

Street Address: 500 East Sand Street N.

City: Sioux Falls State: SD Zip Code: 57104

Phone No.: \_\_\_\_\_

Form of Legal Entity:

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
Marlin Sejnoha Jr.	905 Parkview Blvd Brandon SD 57005	16.67%
Shane Sejnoha	2308 S. 4th Sioux Falls SD 57105	16.67%
Dustin Sejnoha	2809 W. Brandywine, Sioux Falls SD 57108	16.67%
Valerie Headlee	609 W. Cascade St., Sioux Falls SD 57108	16.67%
Stephanie Richter	230 N. Duluth, Sioux Falls SD 57103	16.67%
Amber Garry	504 S Tessa, Hartford, SD 57033	16.67%

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [  ] No  
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

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

Marlin C. Sejnoha, Jr.  
 Name of Authorized Applicant/Holder Representative (please print or type)  
  
 Signature  
marlin@cbmfoodservice.com  
 E-mail address

CEO / President  
 Title  
11-18-11  
 Date  
605-335-0825  
 Phone Number

Subscribed to and sworn before me this 18th day of Nov., 2011.

My commission expires:

X   
 Notary Public Signature

6-26-15  
 Notary Seal



## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304  
312/603-9988 FAX 312/603-1011 TT/TDD

### FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

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

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

### DEFINITIONS:

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

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

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

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

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

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

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

Name of Owner/Employee: Marlin C. Sejnoka, Jr. Title: CEO / President

Business Entity Name: Catering By Marlins, Inc Phone: 605-335-0825

Business Entity Address: 500 East 52<sup>nd</sup> St, N. Sioux Falls, SD 57104

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

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

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

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

*Marlin C. Sejnoka, Jr.*  
Owner/Employee's Signature

11-18-11  
Date

Subscribe and sworn before me this 18<sup>th</sup> Day of November, 20 11

a Notary Public in and for Minnehaha County

*Bundalger*  
(Signature)

NOTARY PUBLIC  
SEAL

My Commission expires 6-26-15

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

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

**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 Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

**SIGNATURE BY A 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 Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

**SIGNATURE BY A 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 Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

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

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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

\*BY: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

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

**SIGNATURE BY A 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 Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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

\*BY: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

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

**SIGNATURE BY A 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 Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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

\*BY: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

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

**SIGNATURE BY A LIMITED LIABILITY CORPORATION**  
**(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director 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: \_\_\_\_\_ \* CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

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

\*\* Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

**SIGNATURE BY A LIMITED LIABILITY CORPORATION**  
**(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director 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: \_\_\_\_\_ \* CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

- \* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- \*\* Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

**SIGNATURE BY A LIMITED LIABILITY CORPORATION**  
**(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director 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: \_\_\_\_\_ \* CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

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

\*\* Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

**SIGNATURE BY A CORPORATION**  
(SECTION 8)

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

BUSINESS NAME: Catering By Marlins, Inc. DBA CBM MANAGED SERVICES  
BUSINESS ADDRESS: 500 East 52nd Street N.  
Sioux Falls, SD 57104  
BUSINESS TELEPHONE: 605-335-0825 FAX NUMBER: 605-977-1836  
CONTACT PERSON: Marlin Sejnoha, Jr.  
FEIN: 91-1827040 \*IL CORPORATE FILE NUMBER: \_\_\_\_\_

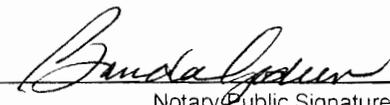
LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Marlin C. Sejnoha, Jr. VICE PRESIDENT: Stephanie Richter  
SECRETARY: Dustin Sejnoha TREASURER: Valerie Headlee

\*\*SIGNATURE OF PRESIDENT:  7-24-12

ATTEST:  (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
18<sup>th</sup> day of November, 2011.

X   
Notary Public Signature

My commission expires:  
6-26-15  
Notary Seal

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

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

# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

### Certificate of Good Standing Domestic Corporation

ORGANIZATIONAL ID #: DB038683

I, **JASON M. GANT**, Secretary of State of the State of South Dakota, do hereby certify that **CATERING BY MARLIN'S INC.** was duly incorporated under the laws of this state on **June 12, 1997**.

I, further certify that said corporation has complied with the laws of this State relative to the formation of corporations of its kind and is now a regularly and properly organized and existing corporation under the laws of this State and is in good standing, as shown by the records of this office. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the corporation's financial condition or business activities and practices. Such information is not available from this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the state of South Dakota, in Pierre, the Capital City, this day October 26, 2011.



**Jason M. Gant**  
Secretary of State

COOK COUNTY SIGNATURE PAGE  
(SECTION 10)

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

*Joni Proctor*

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

*Harri de Lencastre*

\_\_\_\_\_  
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 24 DAY OF July, 2012

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER  
11-84-038

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 38,360,583.23  
(DOLLARS AND CENTS)

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

APPROVED AS TO FORM:

*[Signature]*  
\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUL 24 2012

COM \_\_\_\_\_

EXHIBIT 1

Scope of Services

## Scope of Services

### 1.1 Introduction

This Agreement is for the provision of meals and food service at the Cook County Department of Corrections. The goal of the Agreement is to:

- A. Support the current Cook County Department of Corrections (CCDOC), Department of Re-Entry and Diversion (DRAD), Department of Court Services (DCS), Department of Impact Incarceration (Boot Camp), and Sheriff's Women's Justice Programs (SWJP) inmate population;
- B. Meet the needs of the fluctuating inmate population and sworn personnel;
- C. Integrate and/or interface with the Jail Management Information System for efficient meal ordering in order to eliminate duplication of data entry; and
- D. Provide computerized meal ordering, billing, and inventory.

### 1.2 Definitions

Whenever used in Agreement the following terms will have the meanings defined below. Any questions regarding these definitions should be addressed to the Chief Procurement Officer as identified in the cover of this RFP.

- A. "Director" or "Executive Director" shall mean the Executive Director of the Cook County Department of Corrections, his successor or persons identified to Contractor by the Executive Director as being authorized to act for or on behalf of the Executive Director.
- B. "CCDOC" shall mean the Cook County Department of Corrections.
- C. "DRAD" shall mean the Department of Re-Entry and Diversion.
- D. "SWJP" shall mean the Sheriff's Women's Justice Programs.
- E. "ACA" shall mean the American Correctional Association.
- F. "ODR" shall mean the Officer's Dining Room.
- G. "Cermak" shall mean Cermak Health Services.

- H. "Boot Camp" shall mean the Cook County Department of Impact Incarceration.
- I. "Court Services" shall mean the Department of Court Services.
- J. Food Service - A food service available to all inmates and staff and designated visitors for meals which are provided by the CCDOC, DRAD, SWJP, Boot Camp, DCS Lock-Up, approved by the Executive Director.
- K. Integrated, Integration - Refers to two or more components merged together into a single system sharing a single set of data. For example: Increasingly, the term integrated software is reserved for applications that combine word processing, database management, spreadsheet functions, and communications into a single package.
- L. Interface - A boundary across which two independent systems meet and act upon or communicate with each other.
- M. JMIS - Jail Management Information System. Assists with the full management of a jail or correctional facility, including booking, pre-booking, tracking inmate movement, classification, discipline, prisoner funds, court services, and facility data including inventory.
- N. Rejected Items - Items considered by the Executive Director or his designee to be spoiled, damaged, tampered with, or otherwise unsuitable for consumption or use.

### **1.3 Food Service Management Requirements**

#### **A. Meal Standards**

1. The Contractor must provide meals served at proper temperature, nutritious, wholesome and palatable meals and therapeutic diets to the inmates of the CCDOC, SWJP, Boot Camp three (3) times per day, seven (7) days per week at an estimated combined quantity of 10,608,038 meals per year, *which may fluctuate up or down by 500,000 during the course of the year as a result of external conditions beyond the control of the CCDOC.*
2. The Contractor must provide meals served at proper temperature, nutritious, wholesome and palatable lunches and other meals to inmates of the DRAD and the Court Services Lock-up six (6) days per week at an estimated combined quantity of 471,000 meals per year, *which may fluctuate up or down by 50,000 during the course of the year as a result of external conditions beyond the control of the CCDOC.*

3. The Contractor shall, in addition to inmate food services, provide food services, staff and general maintenance to the Officer's Dining Room ("ODR"), located in CCDOC Divisions V XI, and Boot Camp, and as may be opened in other buildings in the future.
  - a. Persons authorized to obtain meals shall be required to present identification authorized by the CCDOC and shall sign (which may include electronic signature or swiping) when to account for meals.
  - b. The Contractor must propose an automated method to account for all employee meals served within the scope of its bid. This system, which must include all necessary technology, equipment, and any other resources necessary, must be utilized as the billing mechanism for all ODR locations.
  - c. At no time shall any inmates have any role in the preparation of food for the ODR.
4. The Contractor must provide such meals and food service that comply with all present local, County, state and federal laws and regulations relating to standards for food service in correctional facilities.
  - a. The meals and food service must be in full compliance with Illinois Jail Standards Act and regulations, as well as the requirements of the designated monitor of the United States Department of Justice for the *Duran* Consent Decree.
  - b. The meals and food service shall meet relevant American Correctional Association Certification Standards for Food Service Programs, Adult Local Detention Facility, 4th edition (2010 Supplemental Edition) and all revisions thereof that do not otherwise conflict with the mandated federal and state law and regulations.
5. The Contractor must provide healthy and nutritious meals that provide a total daily caloric intake of 2300-2500 calories that are low fat, low sodium and appropriate for population that is composed of inmates between the ages of 18-49 years of age and who are sedentary in lifestyle.
6. The Contractor shall provide 100% of those items listed on the approved food service menu, unless a substitution is approved by the County Dietician/Food Service Manager no less than twenty-four (24) hours before the actual meal is prepared for delivery.

7. The Contractor shall sell meals to inmates, staff and designated visitors that CCDOC, SWJP, DRAD, Cook County Boot Camp and the Court Services Lock-up are **not** mandated by state or federal law or employment contract to provide (hereinafter referred to as “Non-CCDOC mandated meals”).

## **B. Meal Delivery**

1. The Contractor shall deliver all food service meals based on a schedule specifying set time and days.
2. The Contractor shall have food carts ready according to a meal service schedule that will be mutually agreed upon after the award of the contract. The Contractor is responsible for placing prepared breakfast and lunch packages or dinner trays in quantities ordered by the CCDOC on carts for delivery by correctional staff at designated areas of the CCDOC Central Kitchen facility and CCDOC Division XI Kitchen.
3. The delivery of food in a timely manner by the Contractor to the CCDOC and the delivery in a timely manner by the CCDOC to inmates is essential. Timely is defined as within one hour (60 minutes) of the placement of the meal order by the CCDOC to the Contractor. (The CCDOC will then count the meals delivered to it and randomly check for completeness of said meals, and supervise inmates who will distribute trays to inmates in a timely and sanitary manner. Upon completion of meals, the CCDOC will supervise the return of all trays and/or carts to the CCDOC Central Kitchen and CCDOC Division XI Kitchen. (Boot Camp is a self-contained facility with its own kitchen requiring no delivery of trays/meals.)
4. The Contractor shall provide each prepared inmate meal in a single sealed transparent (non-plastic) container.
5. Meal times for the CCDOC and Boot Camp ODRs shall be mutually agreed upon once the contract has been awarded. It may be allowable to provide a supervisor only during meal time and lock the staff dining area at all other times with written approval from the Executive Director.
  - a. The Contractor shall agree to provide sworn staff meals at the Division V and Division XI Officer Dining Rooms as described below:
    - i. Division V and Division XI Officers Dining Room: The Officers Dining Rooms are located in Division V and Division XI, and are in operation for three meals, each

served for a period of at- least four hours. These two (2) Officers' dining rooms must be operated by civilian staff only (no detainees)

- ii. Boot Camp Officers Dining Area: The Officers' dining area in the Boot Camp shall serve meals to officers from 5:00 a.m. — 8:00 p.m. Boot Camp detainees do participate in the operation of the Boot Camp Officers Dining Area.

**C. Food Service Staffing**

1. The Contractor shall manage a civilian staff at the CCDOC Central Kitchen and CCDOC Division XI Kitchen, which shall, in conjunction with assigned inmates, prepare pre-plated dinner meals for service on thermal insulated trays and packaged cold breakfast and sack lunches. The Contractor shall manage a Boot Camp Kitchen Staff which shall in conjunction with assigned inmates; prepare breakfast, lunch and dinner for service.
2. The Contractor shall describe the level of support and supervision required during the food service preparation and delivery process.
3. The Contractor shall submit a current organizational chart of its executive and management staff with names and titles, as well as emergency contact information, including e-mail addresses.
4. The Contractor shall submit the proposed operational policies and procedures that will be followed by its employees servicing the CCDOC.
5. The Contractor shall describe the hiring practices and training procedures for employees to service the CCDOC. Contractor training must be documented to provide evidence of compliance with American Correctional Association (ACA) regulations, and the records made available for review by ACA auditors when needed.
6. The Contractor shall be required to have all of its on-site employees complete the CCDOC Civilian Training Course.

**D. Meal Costs and Cost Calculation**

1. The Contractor shall describe the methods and provide evidence of their ability to maintain their proposed cost per meal.
2. The Contractor shall not add, subtract, or substitute items from food service menu without the CCDOC's prior written approval.

3. The Contractor shall make required billing adjustments for items not delivered or designated as Rejected Items by CCDOC.
4. Where meals or food services are not provided by CCDOC, the Contractor shall limit any price markups in accordance to Illinois Statutes and Illinois County Jail Standards.
5. The Contractor shall provide estimated Contractor implementation costs and any other costs associated with the delivery of the services.

**E. Technology**

1. The Contractor shall provide a computerized Food Service Management Cost Accounting System to ensure efficient meal ordering, billing, inventory and food service operation activity tracking, including all necessary hardware, software, data management and installation and operation thereof, which is capable of integrating/interfacing with the current and pending JMIS system. All costs associated with integrating/interfacing with the current JMIS IMACS Version 05.01.30 system or any future JMIS system, shall be borne by the Contractor.
2. The Contractor hereby acknowledges that information on prisoner data is strictly confidential and shall not sell, share, or release information on prisoner data without the prior written consent of the CCDOC.
3. Contractor will have all technology requirements implemented after the first full quarter of operations after award of the contract.

**F. Quality Assurance**

1. The Contractor shall describe the proposed plan, process, equipment, and schedule which will be utilized in the provision of food service management to the CCDOC. This includes evidence of the Contractor's ability to perform such a plan and references:
  - a. The Contractor shall collect and input food service orders into the CCDOC's system no less than sixty (60) minutes before the meal is scheduled for delivery to CCDOC. Food service orders are to be submitted to the Contractor from CCDOC (7) days per week and three (3) times per day (breakfast, lunch and dinner).
  - b. The Contractor shall deliver the meals ordered within fifteen (15) minutes of the scheduled meal delivery time.

- c. The Contractor shall deliver meals in an individual sealed transparent package or insulated tray. No plastic is to be used.
2. The Contractor shall describe the policy and procedure for dealing with errors, missing menu/food items on tray or in meal package, and damages.
3. The Contractor shall provide their performance record regarding customer service, including service issues or problems.
4. The Contractor shall provide a plan for dealing with inmate complaints concerning Food Service products and services at CCDOC. The Contractor shall provide grievance statistics for current facilities under contract for containing the largest inmate populations. The Contractor shall include the facility contact name and phone number of the individual who can verify the reported statistics.
5. The Contractor shall provide evidence of their past experience in complying with American Correctional Association (ACA) standards as well as local, state and federal laws including inspection codes and regulations in food service and operations. The Contractor shall specifically list the name of the facility, contact name, phone and fax numbers, address, average daily populations, and whether or not the facility is ACA accredited.
6. The Contractor shall conduct a survey of ODR diners' quarterly to assess the acceptability of the menus. The Contractor shall be required to observe in the ODR all rules and regulations regarding storage, preparation and serving of food that they are required to observe in the Central Kitchen, Division XI Kitchen and Boot Camp Kitchen. It is allowable for the Contractor to make adjustments based upon the survey results. Adjustments will be allowed only with the written approval of the CCDOC Executive Director, providing that said adjustments have no impact on the cost per meal.

#### **G. Proposal Enforcement**

1. The Contractor agrees to perform all provisions set forth in the Scope of Services.
2. The Contractor further agrees to destroy or remove from the CCDOC premises any item deemed to be rejected by the County and not to use in any form or manner the Rejected item as part of a meal delivered to the County, and where in the event such a Rejected item should be found to be part of a meal delivered to the County, the cost for any and all said meals shall be noted and immediately removed from that month's billing to the County; and any delay in the delivery of meals affected by said

meals shall result a penalty of 10% of the meal cost of those meals, which shall be noted and immediately removed from that month's billing to the County.

3. The Contractor further agrees that in the event that the Contractor delivers any meal ordered by the CCDOC more than fifteen minutes after the scheduled delivery time of said meal, the Contractor shall be automatically deemed not to have performed a provision of their Proposal and as described in this Request for Proposals by providing a late meal, which shall result a penalty of 10% of the meal cost of those late meals, which shall be noted and immediately removed from that month's billing to the County.
4. The Contractor further agrees that in the event that the Contractor fails to perform any provision set forth in their Proposal and described in this Request for Proposals with the regard to Maintenance and Repair of Cook County Food Service Equipment, Supplies, Small Wares, Environmental Control, Pest Control Services, the County shall give the Contractor no more than 24-hours' notice of non-performance after which the County shall make any and all necessary arrangements for the performance of said provision of the Agreement, which shall be noted and the cost for which shall be deducted from that month's billing to the County.

#### **1.4 Menu Patterns**

The following are meal patterns that have been traditionally provided. Contractors may adjust their proposed meal patterns in order to provide healthy and nutritious meals that contain a total daily caloric intake of 2300-2500 calories that are low fat, low sodium and appropriate for population that is composed of inmates between the ages of 18-49 years of age and who are sedentary in lifestyle. Any proposed change from the below stated meal patterns must be noted with an explanation for the change and have express written approval of the Executive Director and Chief Procurement Officer.

##### **A. GENERAL MEAL PATTERNS (CCDOC, SWJP, DRAD)**

###### **Breakfast**

- 1 - 4 oz 10% fruit juice drink (Vitamin C fortified)
- 1 bowl or package of dry cereal
- 1 ea hard cooked eggs (2 x per week)
- 2 slices wheat bread or 1 roll (equal to 2 slices of bread)
- 1 pastry, bagel or pop tart at least (4 x per week)
- 1 - 1 oz package of peanut butter (1 x per week)
- 1 - 1 oz cheese slice (2 x per week)
- 1 - 1 oz deli meat (2 x per week)
- 1 pc/package jelly
- 8 oz milk (skim)

**Lunch (Sack Lunches):**

2 sandwiches, consisting of:  
3 oz. luncheon meat  
4 slices wheat bread  
2 pkts mustard or mayonnaise type dressing  
1 bag chips (2 x per week)  
1 package cookies (2 x per week)  
1 package pretzels (3 x per week)  
8 oz. fruit drink w/ vitamin C

**Dinner:**

3 oz Meat (a whole muscle meat is to be served at least 2 x per month at a minimum)  
1 cup potatoes, rice, noodles, beans, or other starch  
1/2 cup coleslaw  
1/2 cup vegetables  
½ cup salad/1 oz. dressing  
2 slices wheat bread or a roll (equal to 2 slices of bread)  
1 serving dessert (cookies 2 oz., or cake 1/70 ct for full sheet, or 1/2 c pudding or gelatin. Candy cannot be used as a dessert item)  
1/2 oz margarine  
8 oz milk (skim)  
1 pkt salt and pepper (when appropriate)

A weekly average of 2,300-2,500 calories total daily caloric intake that are low fat, low sodium and appropriate for population that is composed of inmates between the ages of 18-49 years of age and who are sedentary in lifestyle shall be provided with the above menu pattern.

1. No pork product or pork derivative may be on the menu.
2. No alcohol or alcohol derivative may be used in preparation of meals on the menu.
3. Milk shall be served a minimum of two (2) times per day at the breakfast and dinner meals in individual eight (8) ounce cartons. In addition a 10% fruit drink shall be served with the breakfast meal, fortified with Vitamin C, supplied in individual four (4) ounce cartons. A fruit drink (8 ounces) shall be served with the lunch meal.
4. Jelly shall be provided at all breakfast meals except when syrup is required.
5. Wheat bread must be served two meals per day; the third meal may be white bread.

6. When donuts, dinner rolls, buns or cornbread appears on the menu additional bread is not required for the meal. Donuts, if not the cake type, must be iced. Plain pastry shells which are meant to contain filling shall not be used.
7. The same type of dessert may be served within a one (1) week period, but not on consecutive days. The names of desserts scheduled to be served must appear on the menus; the word "dessert" alone is unacceptable.
8. Potato or macaroni salad may be used as a starch as long as another salad type item is served; at no time will an increase in these salad quantities be allowed to count as both the starch and salad requirement. A minimum of two (2) types of salad dressings must be served, *i.e.* Italian, French, but not on consecutive days.
9. All meals must provide variety and food which is appetizing and wholesome.
10. No item contained in the sack lunch shall contain items that may be used to construct weapons or otherwise violate CCDOC security.
11. Only cooked fruit (*e.g.* apple sauce, canned peaches) and fruit that is not fermentable may be used on the menu.
12. As indicated above, sack lunches must provide variety; the same type of meat shall not be served more than once a week. The use of red pepper bologna shall not be used in lunches as inmates have consistently complained regarding this flavor of bologna.
13. The Contractor shall provide a seven-day meal cycle in this proposal.
14. The Contractor shall not use out of code food, stored cold cuts over six (6) months old, or other food over a year old.
15. The Contractor shall have in place a quality assurance program which ensures that all meals meet the County's requirements.
16. The Contractor shall conduct an inmate menu acceptance survey quarterly. The results shall be compiled and recommendations made to the appropriate County personnel regarding changes to be made by Contractor on the basis of such survey results or other information.

#### B. COOK COUNTY BOOT CAMP MEAL PATTERNS

The Boot Camp menu shall follow the minimum pattern as indicated below:

General Menu Items: All breakfasts shall include a minimum of eight (8) main menu items plus appropriate condiments with seconds available on the items indicated below:

1. Juice or fruit
2. Cereal (seconds allowed)
3. Eggs or meat (3 oz. minimum portions each day)
4. Potatoes (seconds allowed)
5. Pancake type item, pastry or bread type item (seconds allowed)
6. Jelly or syrup
7. Milk, 2% and/or whole, 12 oz. portion
8. Coffee, tea or hot cocoa
9. Sugar, salt, pepper, and catsup.

Lunches: All lunches shall include a minimum of seven (7) main items plus appropriate condiments. A casserole type entrée shall not be counted as two (2) items. The fruit/vegetable equivalents shall meet USDA School Lunch requirements. Seconds shall be available on items as indicated below:

1. Entrée with a minimum of three (3) oz. cooked weight and/or cheese. Beans and peanut butter shall not be counted as entrée meats. Cold cut entrees are restricted to two (2) times per week. If sandwiches including hamburgers, hot dogs, and cold cuts are offered as an entrée, the portions shall be two (2) each.
2. Soup, salad or hot vegetable (seconds allowed)
3. Starch or vegetable side dish (seconds allowed)
4. Dessert
5. Bread type item (seconds allowed)
6. Milk, 2% and/or whole, 12 oz. portion
7. Fruit drink or other beverage (seconds allowed)
8. Salt, pepper, catsup and mustard

Dinners: All dinners shall include a minimum of seven (7) main items plus appropriate condiments. A casserole type entrée shall not be counted as two items. Seconds shall be available as indicated below:

1. Entrée with a minimum of (three) 3 oz. cooked weight meat and/or cheese. Beans and peanut butter shall not be counted as entrée meals. Only hot entrees shall be served.
  2. Soup or salad (seconds allowed)
  3. Starch or vegetable side dish (seconds allowed)
  4. Hot vegetable
  5. Dessert

6. Bread type item (seconds allowed)
7. Milk, 2% and/or whole, 12 oz. Portion or Fruit Drink or other beverage (seconds allowed)
8. Salt, catsup and mustard

A weekly average of 4,600 calories per day shall be provided for the Boot Camp menu.

#### C. COURT SERVICES MEAL REQUIREMENTS AT 26<sup>TH</sup> AND CALIFORNIA

1. Court Services Sack meals differ from the general sack meal requirements set forth herein. The Contractor shall provide a sack meal which consists of two (2) sandwiches, two (2) condiment packages, and one (1) eight ounce fruit drink.
2. The sandwich shall contain four (2) slices of bread, three (3) ounces of meat or two (2) ounces of meat and two (2) ounces of cheese.
3. The Contractor shall have in place a quality assurance program, which ensures the sack lunch meets the County's requirements, which shall include no packaging that can result in constructing weapons, e.g., no item contained in the sack lunch shall be contained that can be fashioned into a weapon.
4. The Contractor shall deliver the sack meals to the Criminal Courts Building, First floor Prisoner Lockup each day. The estimated numbers are 175 sack meals to be delivered no later than 10:00 A.M. Monday through Friday, and 200 sack meals to be delivered no later than 7:00 A.M. on Saturday, Sunday, and Holidays. Actual number of lunches required will change from day to day up to one hour prior to delivery. Court Services personnel will call in a requested meal count.

#### D. THERAPEUTIC DIETS

1. The Contractor shall prepare therapeutic diet meals where such diets are ordered by CCDOC medical personnel. Therapeutic diets shall conform to medical criteria provided to Contractor and shall be served as ordered, at the same cost per meal as a regular diet. All therapeutic diet trays must be labeled.
2. The Contractor shall provide healthy snacks (HS), juices, milk and other items included in the prescribed medical diets identified in this section; as prescribed medical diets may be amended from time to time, such changes shall be included in the cost of the meal and shall not be separately billed by Contractor.
3. The Contractor shall only provide cooked fruit, e.g. apple sauce, canned peaches, and fruit that is not fermentable may be used on the menu.

4. The following is a listing of the current diet menu types, all of which must be made available, upon request, on a daily basis. The Contractor must submit examples of its diet manual and diet menus with their proposals.

### **Master List of Therapeutic Diet Types**

There are eighteen (18) therapeutic diets as follows:

1. Cholesterol/Fat Restricted. Low Salt/Bland (300 mg cholesterol, 30% Fat, 4gm NA
2. Dental/Mechanical (for dental problems)
3. Nutrition Support Diet with Healthy Snack (+ 400 Calories)
3. No Concentrated Sweets with Healthy Snack (Type II Diabetic/weight Control)
4. 2400 Cal A.D.A. with Healthy Snack
5. 2800 Cal A.D.A. with Healthy Snack
6. 3200 Cal A.D.A. with Healthy Snack
7. Pregnancy with Healthy Snack
8. Long Term/High Protein Full Liquid (Broken jaw diet; 6 weeks only)
9. Pureed Diet (No teeth or dysphasic)
10. Full Liquid (3 days only)
11. Clear Diet (2 days only)
12. Renal Diet (Impaired Renal Function = Approx. 95 GMS. Protein)
13. No Milk Diet (Intolerance for milk as a beverage)
14. Low Fiber/Low Residue (Acute Gastroenteritis/post G.I. surgery)
15. Acute Hepatitis/Cirrhosis (Non Acute Encephalopathy)
16. Gluten Free (Celiac Disease)
17. Food Allergy Diets
18. Juvenile (age 17 years old) 2,800 calories

The daily meal count for the therapeutic diet is approximately 500. The vast majority of the therapeutic meals served are the low cholesterol, low fat diet. There is also a 4600 Cal. Boot Camp Diet as described herein.

### **E. RELIGIOUS DIETS**

1. Contractor shall provide meals for inmates in accordance with the Religious Land Use and Institutionalized Persons Act (RLUIPA) and comply with all other federal, state, or local laws and court decisions. Compliance with the RLUIPA shall not result in any additional fees or charges to the Cook County Department of Corrections.

2. All requests by inmates for meals that conform to an inmate's religious beliefs shall be made in writing to the divisional Superintendent. The Superintendent and or Chaplain shall deny or approve the written request in a timely manner. All approved requests shall be forwarded to the Contractor for implementation.
3. A menu which provides a weekly average of 2,300-2,500 calories per day is acceptable. For all religious meals properly requested under the contract, the Contractor must provide a certified meal prepared for religious diets as described in Religious Diet Programs, Certified Food Components, Ch. 4-1, Food Service Manual published by the U.S. Bureau of Prisons (2006) or most recent edition.

#### F. SECURITY RESTRICTION DIET

The Contractor shall provide a Security Restriction Diet, sometimes referred to as "Nutraloaf", for inmates identified by the CCDOC as violating CCDOC rules or regulations, including inmate disciplinary rules.

- a. Security Restriction Diet meals shall meet the nutritional requirements of those provided under General Meals that require a healthy and nutritious meal that provides a total daily caloric intake of 2300-2500 calories that are low fat, low sodium and appropriate for population that is composed of inmates between the ages of 18-49 years of age and who are sedentary in lifestyle.

#### G. HOLIDAY MENUS

Contractor shall prepare holiday menus for meals to be served on the following holidays: New Year's Day, July 4th, Thanksgiving and Christmas. The Contractor shall also prepare holiday menus on Easter, Memorial Day, and Labor Day or in the alternative provide one (1) monthly Saturday or Sunday Dinner Meal that includes a whole meal meat, e.g., Fried Chicken, Roast Beef or Turkey-Ham, for each month that does not include a mandatory Holiday Menu. All of the menus provided under this Section shall be submitted at least one (1) month in advance for approval by the CCDOC Executive Director or his designee and the County Dietician/Food Service Manager. The cost for these meals shall be the same cost per meal as a regular diet.

#### **Holiday Menu Examples:**

New Year's Day  
Lasagna  
Italian Green Beans  
Salad/dressing  
Hard Roll

Margarine  
Ice Cream  
Beverage

#### Easter

Turkey-Ham with fruit sauce  
Macaroni & cheese  
Broccoli  
Salad/dressing  
Dinner Roll  
Margarine  
Cake (slices)  
Beverage

#### Memorial Day

Cheeseburger  
French fries  
Corn on the Cob  
Salad/dressing  
Bun  
Hard Roll  
Margarine/catsup/mayo  
Brownie  
Strawberry Short Cake  
Beverage

#### Fourth of July

BBQ Chicken  
Au Gratin Potatoes  
Green Peas  
Coleslaw  
Margarine  
Beverage

#### Labor Day

Fried Chicken  
Mashed potatoes/gravy  
California blend vegetables  
Salad/dressing  
Dinner roll  
Margarine  
Cheese Cake

#### Thanksgiving

Sliced Turkey  
Cornbread dressing  
Gravy  
Candied yams  
Greens  
Salad/dressing  
Dinner roll  
Margarine  
Apple pie  
Beverage

#### Christmas

Chopped steak  
Baked potato/sour cream  
French cut green beans  
Salad/dressing  
Roll  
Margarine  
Chocolate Cake  
Beverage

The Contractor shall adjust the therapeutic diet meals to reflect the aforementioned holidays where feasible. The holiday meal shall provide food that is appetizing and wholesome. Portions provided shall equal or exceed those provided by non-holiday menus.

#### H. SWORN STAFF MEALS

The Contractor shall, in addition to inmate food services, provide food services, staff and general maintenance to the Officer's Dining Room ("ODR"), located in Division V, Division XI, the Boot Camp, and as may be opened in other buildings in the future.

- a. Persons authorized to obtain meals shall be required to present identification authorized by the CCDOC and shall sign (which may include electronic signature or swiping) when to account for meals.
- b. The Contractor shall have an automated method to account for all employee meals served within the scope of its Agreement. This system, which must include all necessary technology, equipment, and any other resources necessary, must be utilized as the billing mechanism for all ODR locations.

- c. At no time shall any inmates have any role in the preparation of food for the ODR.
- d. The same menu submission and approval requirements indicated in this section shall also apply to ODR meals. The Contractor shall provide the same employee meals at all ODR locations within CCDOC. Contractor shall post menu plans in the ODR at least one week in advance.
- e. Contractor may propose an alternate meal plan. This meal plan must be reviewed and approved by the County Dietitian and have no impact on the cost of the meal.
- f. The Contractor shall provide appetizing wholesome meals for the ODR. Meat patties and casseroles shall be served no more than two (2) times per week. Out of code food, food over a year old, reworked or salvaged products shall not be used.
- g. ODR meals must conform to the following meal pattern specifications for each meal:
  - i. One (1) hot entree Entrees must provide at least 3 oz of meat one of the entrée items must be a whole meat. The entrees must be totally different. Portion size: 1 serving
  - ii. Two (2) types of sandwiches Examples: tuna fish, chicken salad, subs, corned beef, etc. Portion size: 1 sandwich must contain at least three (3) ounces of meat, fish or poultry.
  - iii. One (1) type of grill item Examples: hot dogs (jumbo only), polish sausage, hamburger, grilled cheese, etc. portion size: 2 grilled cheese, all others one item.
  - iv. Salads
    - 1. Salad Bar: A salad bar shall be provided daily for each shift. The following items are required on the salad bar at all times:
      - Cheese
      - Pasta Salad
      - Coleslaw
      - Croutons

Mixed Salad Greens  
Relish  
Fresh Spinach  
Mayo  
Tomatoes  
Broccoli  
Green Peppers  
Cauliflower  
Onions  
Hot Sauce  
Carrots  
Mustard  
Cucumbers  
Ketchup  
Plain Tuna  
Four (4) types of Salad Dressing

2. A pre-packaged nutrient dense salad is allowed as an alternative to the salad bar, with a choice of four (4) types of salad dressing. If the County Dietician determines that these pre-packaged nutrient-dense salads are insufficient, the salad bar must be provided.
  - v. One (1) starch item Examples: potatoes, rice, noodles, dressing, etc., Portion size: 1 cup
  - vi. One (1) vegetable item Examples: California blend, oriental blend, broccoli, greens, etc. Portion size: ½ cup.
  - vii. One (1) dessert item Examples: Fresh fruit, cake, cobblers, ice cream, pie, etc. Portion size: one (1) each.
  - viii. Two (2) types of bread Examples: wheat, white, rye, pumpernickel, etc. Portion size: two (2) slices.
  - ix. Beverages All of the following: Coffee, tea, milk, fruit drink Self serve.
  - x. Condiments Examples: salt, pepper, mustard, hot sauce, etc. Self serve.
- h. At the appropriate times, the menus shall reflect the holidays recognized by the County. At least once a month a theme menu shall be provided.

- i. Revised menus shall be submitted to the County's Dietician for approval at least two (2) weeks before planned implementation. Menu substitution must be submitted to the County's Dietician for approval at least twenty-four (24) hours in advance. All menu substitutions shall be logged. A substitution log must be maintained.

### **1.5 Meal Orders**

1. The County will order meals at times mutually agreed upon by the parties following the award of the Agreement, and identify delivery to various points of service.
  - a. The County may, from time to time, change these orders up to one hour prior to scheduled meal service.
  - b. The Contractor will charge for meals served or ordered, whichever is greater, based upon the order for each serving period.
2. The Contractor must maintain an automated method by which to account for all employee meals served with the scope of this Agreement. This system, which shall include all necessary technology, equipment and all other resources, shall be utilized as the billing mechanism for all ODR locations. Based on identified needs, the County reserves the right to accept or reject this proposed system until final decisions are achieved. Although County ID cards can be scanned, they should not be relied upon as a resource for the automated system.
3. The Contractor must submit, in addition to other reporting requirements including monthly billing as required under Section 1.6, computerized daily reports of meals ordered, served and returned within the scope of this contract by 9:30 a.m. for the proceeding day.
  - b. The daily report must include date, time that meal order was placed, type of meal(s) ordered, the number of meal(s) ordered, the number of meal(s) changed, the number of meals served, the number of meals returned, location for which the meal(s) was(were) ordered, ordering officer's first and last name and star number.
4. The Contractor must provide a computerized system Food Service Management Cost Accounting System, as required under Section 1.6 to account for all meals served within the scope of this Agreement that is compatible with the CCDOC jail management information system in current or future use during the life of this contract.
  - a. The Contractor must provide, without cost to the County, all necessary technology, equipment, and any other resources required for operation of its Food Service

Management Cost Accounting System at each food service kitchen and for all food service locations.

### **1.6 Technology**

The Contractor shall provide a computerized Food Service Management Cost Accounting System, which shall meet the reporting requirements of the CCDOC under Section 1.5 (Meal Orders), 1.7 (Meal Quality Assurance), 1.13 (Equipment), 1.28 (Costs), 1.31 Quality Control Plan, 1.32 (Inspection of Services), which shall be approved by the Chief Procurement Officer and Executive Director. In the event that the Contractor submits a proposal for Section 1.29 Optional non-CCDOC Provided Meal Service (Meal Selection and Pricing) and Section, 1.30 Commission Return for Optional non-CCDOC Provided Meal Service, the Contractor shall include the reporting requirements of CCDOC under its computerized Food Service Management Cost Accounting System for these sections, which shall be approved by the Chief Procurement Officer and Executive Director.

1. This system shall meet the requirement of a Computerized Food Service Management Cost Accounting system designed to determine cost per meal.
2. The Contractor must ensure operation of the computerized Food Service Management Cost Accounting System in accordance with County and CCDOC policies and procedures, including:
  - a. Appropriate Contractor employee authority to perform functions.
  - b. Adequate safeguards for computer hardware and software and data access.
  - c. Proper tracking of all meal ordering, daily meal order reports, billing, inventory food stuffs, small wares, supplies, uniforms, and food service operation activity including menu preparation and compliance, recipe preparation, food production, equipment maintenance and repair, and other budgetary activity.
5. The Contractor must ensure the computerized Food Service Management Cost Accounting System is compatible with the CCDOC jail management information system in current or future use during the life of this contract.
6. The Contractor shall supply and install sufficient equipment to operate the Computerized Food Service Management Cost Accounting System with the ability to access current and historic food service management data and insure continued operations with minimum interruption of service in the case of a breakdown of servers or other equipment.
  - a. The Contractor must provide, without cost to the County, all necessary technology, equipment, including on-site a number of computers/workstations, server, wiring,

and printers, with Internet and intranet capability, that can be immediately put in service in the event of a breakdown of installed equipment and any other resources required for operation of its Food Service Management Cost Accounting System at each food service kitchen and for all food service locations.

7. The items provided in paragraph 5.a. above must be adaptable to all computer software, wiring, programming and hardware upgrades implemented by the department.
8. Maintenance of all provided software and hardware shall be the responsibility of the Contractor.
9. The Contractor must also provide a printed example of daily and monthly meal ordering and billing by meal type, location and price.
10. Contractor must guarantee Cook County access to all data stored in the database proposed for use with the CCDOC.
11. Contractor must guarantee that CCDOC retains ownership of the CCDOC data contained within the computer system provided by the Vendor. This data is proprietary and confidential and shall not be used by the Vendor.

### **1.7 Meal Quality Assurance**

The Contractor shall provide:

1. A dated, weekly as-planned menu will be printed and routed for approval and signature by the County Dietician/Food Service Manager. Approved as-planned menus will be available for review at least one week in advance.
2. Menu evaluations will be conducted at least quarterly by the County Dietician/Food Service Manager and the CCDOC Inspection and Evaluation team to verify adherence to the established basic daily servings.
3. All changes to the as-planned menu will be updated in computerized food service management cost accounting system to reflect what was actually served in order to create an as-served menu.
  - a. The dated as-served menu will then be printed and routed to the County Dietician/Food Service Manager, noting all changes from the as-planned menu.

4. The Contractor shall develop and provide a budget projection report to estimate food service requirements and as the main planning device for food service provided under this contract.
  - a. The budget projection report will act as a statement of known requirements for the purchase of supplies at wholesale and for other favorable prices and conditions.
  - b. The budget projection report will include actual or estimated monetary requirements for non-edible and religious diet items.
  - c. The budget projection report will be prepared and submitted to the Executive Director or his designee by the 15th day of:
    - (1) December for the first fiscal quarter,
    - (2) March for the second fiscal quarter,
    - (3) June for the third fiscal quarter, and
    - (4) September for the fourth fiscal quarter.
  - d. The Contractor will ensure the Monthly Usage Report is generated after all transactions (receivers and pulls) for the month are completed.
    - (1) The Monthly Usage Report will note usage of products, meals served, and average cost including monthly and year to date data.

### **1.8 Food Service Managers and Employees**

#### **A. General Consideration**

1. The Contractor shall provide qualified Contractor staff in sufficient numbers to provide the full range of food services at all times during the term of the Contract, and may take into consideration assistance from inmates who may be permitted to assist Contractor in the delivery of Contractor's services.
2. The Contractor shall provide competent, adequate supervision of all food service staff, both Contractor employees and inmate workers, at all times that the food service is in operation and in all areas of food service operation.

#### **B. Contractor Management and Supervision**

1. The Contractor must specifically provide a Food Service Director dedicated solely to this contract.

2. The Food Service Director shall have had at least three (3) years of experience in the field of large institutional food service management.
3. The Contractor shall not remove or reassign the Food Service Director from the CCDOC for a minimum period of one (1) year, without the advance written approval of the Director or unless requested by the Director.
4. The Contractor shall not merge the duties of the Contractor's Food Service Director or Food Service managers with the Contractor's Dietician.
5. With regard to the management of the CCDOC Central Kitchen, the Contractor shall provide no fewer than:
  - a. Two (2) Food Service managers with all requisite food service and public health certifications under federal, state, county and local law for food service operation shall be on-site at all times during Shift 1 (2:00 a.m. - 10:00 a.m.),
  - b. Three (3) Food Service managers at all times during Shift 2 (10:00 a.m. – 6:00 p.m.), and
  - c. Two (2) Food Service managers shall be on-site at all times during Shift 3 (6:00 p.m. – 2:00 a.m.).
6. The Contractor shall provide direct, competent supervision in order to ensure proper meal preparation, efficient use of materials, correct meal preparation, and proper use of equipment for at least the following areas:
  - a. Kettle/cooking area (when hot meals are being made)
  - b. Sandwich Room
  - c. Meat Slicing Room
  - d. Diet Room
  - e. Tray Wash Room
  - f. Laundry
  - g. Dry Goods Storage Rooms
  - h. Refrigeration Rooms
  - i. Dock Areas
7. The Contractor shall also provide a full time, on-site Dietician registered and licensed by the State of Illinois. Contractor's Dietician shall not work in the capacity of a Food Service Director or Food Service Managers.

8. The Contractor Dietician's responsibilities shall include but not be limited to the following:
  - a. Manage the daily provision of therapeutic diets;
  - b. Help resolve problems related to therapeutic diets;
  - c. Monitor the HAACP program, document related problems and solutions;
  - d. Monitor Quality Assurance and Sanitation, document related problems and solutions;
  - e. Generate regular and therapeutic menus for use at CCDOC;
  - f. Conduct in-service training for the Contractor's employees and for inmates who participate in the provision of services as detailed in this Section;
  - g. Work with the CCDOC Dietician/Food Service Manager and Cermak Health Services to resolve problems related to the food service operation;
  - h. Monitor tray lines daily and help resolve related problems; and
  - i. Serve as a resource person for recipe development and solving production problems.
  
9. The aforementioned staff shall be in attendance whenever the facilities are in operation and shall be assigned exclusively to the performance of Contractor's obligations under this contract, to assure quality performance. Any change in supervisory personnel must be cleared in advance and approved by the Executive Director.

C. Contractor Maintenance/Repair Employees

1. The Contractor, unless the County opts to assume this responsibility, shall sub-contract with an outside certified licensed and bonded company(ies) to perform preventative maintenance and repairs to all food service equipment with a value of \$1,000 or more and a manufacturer's use life of two (2) or more years to the accepted manufacturer's standard.
  - a. Said company(ies) shall be certified by the manufacturer to maintain and repair said equipment.
  - b. Trade journeyman cards (electrical, plumber, HVAC, industrial engineer, carpentry) shall serve as prima facie proof of certification.
  
2. A copy of this sub-contract must be provided to the CCDOC before the start of the Food Service Management Agreement.
  
3. In the event that the County assumes this responsibility, the cost for preventative maintenance and repair of all food service equipment with a value of \$1,000 or more and a manufacturer's use life of two (2) or more years, shall be removed from the cost of meal charged by the Contractor.

D. Contractor Non-Management Employees

1. The Contractor shall also provide sufficient non-management employees to meet all requirements of this food service contract, including proper direct supervision of inmate or offender workers.
2. **CCDOC Central Kitchen and Division 11 Food Line and Sandwich Production Monitors:** One Contractor non-management employee shall be assigned to monitor each food line in the CCDOC Central Kitchen and for every two (2) food lines in the CCDOC Division 11 Kitchen while in operation. With respect to lunches, at least two Contractor non-management employees shall be assigned to supervise sandwich production. These Contractor employees shall be in addition to the inmates who are assigned to assist in providing services in these areas.
3. **CCDOC Central Kitchen Tray Washroom:** Specifically, no less than five (5) Contractor employees shall be present in the CCDOC Central Kitchen's Tray Washroom during its operation. These Contractor employees shall be in addition to the inmates who are assigned to assist in providing services in these areas.
4. **Division 11 Tray Wash Area:** No less than two (2) Contractor employees shall be present in Division 11's Tray Wash Area during its operation. These Contractor employees shall be in addition to the inmates who are assigned to assist in providing services in these areas.
5. **Boot Camp:** In addition to Contractor employees, Contractor is expected to utilize inmate workers to assist in providing Contractor services in the Boot Camp. The estimated number of inmates who will be available in the Boot Camp, and the shifts during which they will be available, are as follows:

Shift	Times	#
First	9:30 PM - 5:30 AM	0
Second	5:30 AM - 1:30 PM	12
Third	1:30 PM - 9:30 PM	12

6. **Use of Inmates Generally:** Contractor's pricing shall include utilization of both Contractor staff and assigned inmates. Prior to beginning operations under this Contract, the Contractor shall submit to the County a description of the nature and function of each of the posts to which such inmates would be assigned within the Contractor's food service operations.

E. Contractor Staff Reporting

1. Staffing Plan: Prior to the start of the contract, the Contractor shall provide to the Chief Procurement Officer and Executive Director or his designee a complete staffing plan which includes:
  - a. The total number of management staff, non-management staff by work location;
  - b. A daily staff (managers and employees) assignment schedule for each shift and work group (based on regular days off);
  - c. An organizational chart; and
  - d. Job descriptions for all managers and employees.
  - e. Said staffing plan shall be updated as needed and the update shall be provided to the Executive Director or his designee within five (5) business days of its implementation for the duration of the contract.
2. Employee Roster: The Contractor shall keep a complete roster of all employees' names and addresses in the Contractor's site office, shall provide a copy of same to the Executive Director or his designee, and shall update the employee roster each month and submit it electronically with the monthly report package to the Executive Director for his records due by the 1st of each month, listing both filled and vacant positions, staff names for all filled positions, and date entered on duty in current position.
3. Timesheets: The Contractor shall also provide a completed staff (managers and employees) timesheet(s) for each shift, work group and work location assigned for the performance of this contract to the Executive Director or his designee within forty-eight hours after the close of each pay period for the duration of the contract.
4. Standard Operating Procedures: The Contractor must develop and maintain standard operating procedures governing the daily routine and assignment of the various work areas within the Food Service. Delegation of authority within the Food Service will be clearly defined in the standard operating procedures for the duration of the contract.
5. Staff Communications: The Contractor shall ensure timely communication of all directives or requests from the CCDOC relevant to food service operation to all directors, managers, supervisors and employees assigned for the performance of this contact.
  - a. Confirmation that information requested by CCDOC is communicated to Food Service staff in a timely manner must be provided to CCDOC and forwarded to the Executive Director or his or her designee in the monthly food service report.

## **1.9 Training of Contractor Employees**

1. All Contractor employees are required to attend the New Civilian Training provided by the CCDOC related to security, contraband, disciplinary reports, and other specialized issues.
2. Annual training of a minimum of forty (40) hours each year shall also be provided by the Contractor, with the specified training topics and curriculum submitted to and approved by the Executive Director prior to commencement of training.
3. New Contractor employees must attend forty (40) hours of orientation/training during the first six (6) months of assignment under this Contract.
  - a. The forty (40) hours of training will be the responsibility of the Contractor.
    - (1) The Contractor will ensure minimally that all Food Service staff has access to the Illinois Food Sanitation Code and the U.S. Public Health Service Food Code and all directives and standards referenced in this policy.
    - (2) The Contractor will develop a training program that ensures staff are aware of the policies and procedures required to perform their assigned duties, and equipment training will contain: (i) Proper operation, cleaning, and sanitizing of all equipment; (ii) The inherent dangers of each piece of equipment; (iii) Symptoms of equipment malfunction; and (iv) Staff responsibility to immediately report all hazards, malfunctioning equipment, or unsafe conditions to their supervisors.
4. The Contractor shall submit documentation of employee training as part of its monthly report to the Executive Director or his designee. Said training reports shall be submitted within ten (10) business days of completion of training by the employee.

#### **1.10 Inmate Workers**

The Executive Director will make available, without cost to Contractor, a pool of up to 250 inmates per 24 hour period to assist the Contractor. All inmates made available shall have a work assignment, unless the Contractor rejects an inmate as provided under paragraph 2 of this Section. The Contractor must provide adequate staffing to supervise and ensure delivery of ordered inmate meals.

1. If additional (over 250) inmates are required by the Contractor, the Contractor will compensate the County based upon current inmate payroll rates in effect at the time. The current inmate payroll rate is between \$3.00 and \$4.00 per shift of work.

2. Contractor may elect to assign any and all such inmates to food services operations.
  - a. In the event that a group of inmates or an inmate is rejected, that group or individual will not count against the daily inmate labor pool.
  - b. Only accepted inmates, who actually work will be counted against the daily inmate labor pool.
3. In the event Contractor elects to utilize inmates to assist in providing services under this Contract, Contractor shall be fully responsible for training and supervision of all assigned inmates in the performance of the assigned task. Said training shall include instruction as follows:
  - a. Food preparation and handling procedures;
  - b. Sanitation and proper grooming;
  - c. Energy conservation methods;
  - d. Recycling;
  - e. Handling waste and properly recycling non-waste materials during the preparation and service of meals;
  - f. Proper conduct and following rules; and
  - g. Any other area the Contractor deems necessary for the performance of this contract.
4. The assigned tasks shall be consistent with the Support Service Post Descriptions for inmate workers included in the Contractor's report, and as described in the preceding paragraph, and may be updated from time to time.
5. Contractor shall provide a daily inmate worker assignment schedule for each shift.
6. Contractor shall cooperate, provide input and participate with the CDDOC in the design and implementation of a Food Service Training program for inmate workers.
  - a. Prior to the commencement of operations under this Agreement, Contractor shall identify food service training curricula for inmates that it utilizes at similar locations and which meets ACA standards.

### **1.11 Support Services**

Contractor shall provide all support services necessary to assure compliance with the terms, conditions and specifications of the Agreement, except for term(s) where the County opts to assume responsibility for the term. Such services shall include, but not be limited to dietitians, management consultants, sanitarians and training personnel for Contractor's employees.

### **1.12 Meal Preparation**

Contractor shall prepare all meals on site. Contractor may rely on off-site prepared meals only where emergencies dictate the unavailability of the CCDOC Central Kitchen, CCDOC Division XI Kitchen, and Boot Camp Kitchen, as per approved Contingency Plans. In no case shall the Contractor serve meals which fail to conform to the specified guidelines and standards for food quality and preparation in Section 1.4 (Meal Patterns).

### **1.13 Equipment**

The County will furnish to Contractor existing County-owned inventory of equipment in the CCDOC Central Kitchen, CCDOC Division XI Kitchen and Boot Camp Kitchen for use by Contractor during the term of this Agreement. All such equipment shall remain the property of the County.

1. The Contractor and the County shall jointly conduct an initial inventory of the equipment provided by the County, assessing both the quantity and condition of such equipment, as well as any serial and/or model numbers.
  - a. Unless otherwise expressly noted, it shall be presumed that the Contractor accepts the equipment as initially inventoried, as in good working order, and sufficient for the purpose of performing this agreement.
2. Contractor shall be responsible for maintaining records of all equipment including additions, replacements and removal from the initial inventory.
  - a. Equipment records shall include sufficient information to document the following: the date equipment was placed in service, the date equipment malfunctioned or was damaged, the date the equipment was repaired or received preventative maintenance, a description of the equipment including manufacturer identification number, county identification number, manufacturer, make and model of equipment, description of malfunction or damage, description of repair or preventative maintenance based upon manufacturer's recommended standard, name of company making repair or providing preventative maintenance, use life, schedule of preventative maintenance.

- b. Copies of all repair and maintenance logs shall be forwarded to the Executive Director or his designee on a monthly basis by the 15<sup>th</sup> of each month.
3. The Contractor shall be responsible for maintaining all such equipment, unless the County opts to assume responsibility for maintaining all such equipment, and for repairs and maintenance pursuant to this Section 1.13 and Section 1.14 of this contract.
  - a. In the event that the County opts to maintain said equipment, the cost for maintenance and repair shall not be considered part of the Cost per Meal, and shall not be included in the Contractor's calculation or billing for the Cost per Meal.
4. At the end of the contract term, or on termination, Contractor shall return all equipment in good condition.
  - a. Contractor and County shall jointly conduct a closing inventory, documenting additions and deletions from the initial inventory and condition of equipment.
5. At the start of the new contract period, an inventory of food service equipment will be conducted with the new Contractor, a manufacturer's representative, and the County.
  - a. Where the manufacturer's representative determines that a piece of equipment requires repair that was not completed before the close of the preceding contract period, the cost will be borne by the County/CCDOC.
6. The reporting required for this section shall be maintained through the Food Service Management Cost Accounting System provided for in Section 1.6 (Technology).

#### **1.14 Maintenance of Facilities and Equipment**

1. The County will furnish repairs to the CCDOC building structure, including roof, ceilings, walls, floors, docks, exterior surfaces, plumbing and sewers behind floor or walls, elevators and general fire protection systems, electrical systems, security monitoring systems and all other structural components of the buildings.
  - a. Repairs due to negligence or abuse by the Contractor's employees or inmate workers due to inadequate supervision or training will be charged to the Contractor.
  - b. The Contractor shall define and document the need for building repairs by initiating a work order through the County's established procedures.

- c. The work-order process is currently being revised. It is expected that the time frame will be geared toward the particular type of facility problem, so the time frame can range from within a work shift to thirty (30) days.
    - d. The point of contact will be designated by the County and the CCDOC.
  2. Unless the County opts to do otherwise, the Contractor shall provide and assume at its expense, competent preventative maintenance and repair of all kitchen equipment (including exhaust systems, hoods, kitchen fire protection equipment, kettles, ovens, dishwashers, food service carts, conveyor equipment and fork lift trucks), the maintenance and repair of food carts, and the maintenance and repair of all electrical, heating and refrigeration units including the compressors which are used to service the CCDOC Central Kitchen, Div. XI kitchen and Boot Camp kitchen, and within the preparation, service, receiving and storage areas.
    - a. The Contractor shall provide general maintenance to all dietary areas occupied and used by the Contractor, including the elevators and the elevator pits.
  3. The Contractor and the CCDOC shall jointly conduct a complete inventory of all County-owned equipment used by the Contractor.
    - a. This inventory shall be completed semi-annually, not later than June 30 and December 31 for each year of the contract. As part of this inventory an assessment of the condition and expected useful life of the each item will be made.
    - b. The Contractor will be liable for the replacement and installation costs for all unaccounted pieces of equipment.
  4. If the Contractor deems necessary, Contractor may purchase additional equipment to aid in the increased efficiency and delivery of contract services.
    - a. Equipment purchased by the Contractor must be added to inventory and designated as "Contractor Owned" on all inventory reports.
    - b. Said equipment will remain the responsibility and ownership of the Contractor at the end of the contract term.
  5. In the event that provided meals or meal service are affected by late or non-performance of Section 1.14 (Maintenance of Facilities and Equipment) by the Contractor, the Contractor shall be charged for any or all of a., b., or c. below:
    - a. The actual cost of the maintenance or repair of the damaged equipment; and

- b. The actual cost of those meals affected on the first day of the late or non-performance of Section 1.14 (Maintenance of Facilities and Equipment), and
  - c. An additional penalty of 10% of the cost of meals affected on the second day of the late or non-performance of Section 1.14 (Maintenance of Facilities and Equipment).
6. The amounts charged for 5. a., b., and c. above shall be deducted from the same monthly bill in which the late or non-performance of the maintenance of the facilities and equipment occurred or the affected meals were ordered.

#### **1.15 Replacement Equipment**

The County shall be responsible for the replacement of all County equipment that has been properly maintained.

- a. On a quarterly basis, the Contractor shall report on the status and condition of the equipment to the Executive Director or his designee. Such report shall state with specificity, the Contractor's recommendations for equipment, additions and replacement.
- b. The Contractor shall use its knowledge and judgment to anticipate the need for equipment and the timing of Contractor's recommendation for procurement.
- c. Contractor shall consider a minimum of a six (6) month County procurement process.
- d. At the Executive Director's discretion, a requisition for procurement of such equipment may be submitted to the County.

#### **1.16 Supplies, Small Wares and Commodities**

- 1. Unless the County opts to do so, the Contractor shall provide all supplies and small wares used in performance of this Agreement, including, without limitation, disposable eating utensils for each meal except authorized sack lunches, serving utensils, pots and pans, paper products, including napkins, plastic wrapping materials, disposable products, chemicals, and service ware items such as trays.
  - a. Only supplies that comply with County-recycling and environmental ordinances shall be used. Unless the County opts to provide said supplies and small wares, the Contractor shall purge and replace all damaged small ware items quarterly.

- b. The Contractor shall provide all commodities, including foodstuffs, dry goods, canned foods, frozen foods, cereal, spices and the like; and shall draw all commodities in a first in, first out basis.
  - (1) The Contractor shall use no food supplies that are expired or out of code or have been stored cold cuts over six months old or any other preserved food over one year old.
  - (2) To ensure proper stock rotation, all non-perishable food items will be marked with the color identifying the quarter it was received. The following colors will be used to mark all food stores: a. First Quarter will be marked with Red. b. Second Quarter will be marked with Blue. c. Third Quarter will be marked with Green. d. Fourth Quarter will be marked with Yellow.
2. All milk shall be supplied in individual cartons of eight (8) ounces each and fruit drinks shall be supplied in individual disposable, plastic bottles or cartons of eight (8) ounces each and fruit juices in individual disposable cartons of four (4) ounces each.
3. Contractor shall be presumed to be the owner of all supplies, small wares and food inventories used for this contract, unless the County opts to provide same for performance of this agreement. In the event that the County opts to provide supplies and small wares, the cost for said supplies and small wares shall be removed from the Cost Per Meal by the Contractor and the cost for said supplies and small wares shall not be included in the calculation for the Cost Per Meal nor be submitted in the billing for the Cost Per Meal.
4. Contractor shall be required to review the specifications and utilization of such supplies with the Executive Director or his designee and obtain his/her approval before such supplies may be employed at the CCDOC.

#### **1.17 Federal Surplus Food Program (U.S. Department of Agriculture Regulations)**

During the term of the contract, the County may qualify to receive Surplus Commodities from the U.S. Department of Agriculture (USDA). There is no guarantee what, if any, commodities will be available during the life of this contract.

1. Federal regulations may permit a Contractor's use of Surplus Commodities in providing food service in county jails. However, the Contractor shall assume all costs, both direct and indirect, in procuring such commodities and in complying with USDA rules and regulations; specifically:

- a. Contractor agrees that any USDA commodities received on behalf of CCDOC shall only benefit CCDOC and shall be utilized only in the performance of this contract.
- b. Contractor shall maintain all financial and supporting documents, statistical records, and any other records pertinent to the use of the USDA surplus commodities program. The records and documents shall be maintained for a minimum of three (3) years and ninety (90) days after the termination of this contract.
- c. Contractor agrees that if any litigation, claim or audit involving these records begins before the three (3) year period expires, the vendor shall keep the records and documents for not less than three (3) years and ninety (90) days or until litigation claims or findings are resolved, whichever is later. The case is considered resolved when there is a final order issued in litigation, or a written settlement agreement is entered into and approved as required.
- d. Contractor shall maintain records of non-expendable property acquired under this contract for three (3) years after final disposition of the property.
- e. All Surplus Commodity Food records shall be made available to representative of the General Accounting Office, the Sheriff's Chief Financial Officer and the County Auditor's Office at any reasonable time and place for inspection and audit. Failure to comply with the provisions set forth above shall be cause for termination of contract.

#### **1.18 Uniforms and Protective Clothing**

1. The Contractor shall submit a detailed description of the uniforms proposed to be worn by on-site Contractor employees.
  - a. Employee uniforms shall not be similar any color of inmate uniforms. All Contractor employee uniform costs shall be borne by the Contractor.
2. The County shall provide food service inmate worker uniforms which shall consist of a one-piece white jumpsuit/coverall with "Cook County Department of Corrections" silk screened in black color on the uniform back.
  - a. Unless the County opts otherwise, the Contractor shall provide laundry for the uniforms to ensure clean uniforms on a daily basis for inmate workers. In the event that the County provides uniform laundry service, it may not be considered part of the Cost per Meal by the Contractor.

3. The County shall provide inmate workers with hair net/hats, beard guards, plastic/cloth aprons, plastic gloves, rubber gloves and rubber boots for tray washing.
4. No employee or inmate uniforms or other items listed in this section may be considered part of the Cost per Meal.

#### **1.19 Facilities**

1. The County shall provide the Contractor with access to the CCDOC Central Kitchen, CCDOC Division XI Kitchen and Boot Camp Kitchen and storage facilities, including sanitary toilet and locker room facilities for use by food service employees. The Contractor shall use such facilities in the performance and delivery of food services.
  - a. The Contractor shall adhere to all safety and security rules imposed by the CCDOC for the use of these rooms.
2. The County will be responsible for maintaining all drains in the kitchen areas. The Contractor is responsible for properly handling pre-cleaning of food trays, etc., to ensure the drains stay clean and free of debris.
3. The Cook County Department of Facilities Management will be responsible for all other structural plumbing matters, unless there is damage to plumbing systems caused by Contractor neglect.
4. The County shall provide proper preventative maintenance and repair of the elevators and elevator pits.
5. The Contractor may, in furtherance of its obligations under the Agreement, utilize preparation and storage facilities located outside the CCDOC on an emergency basis with the prior approval of the Executive Director, pursuant to Contingency Plans.
  - a. The County facilities made available to the Contractor under the Agreement may not be used in connection with operations unrelated to the Agreement.

#### **1.20 Environmental Control**

The Contractor shall be responsible and maintain a plan for environmental control of the food services facilities and equipment required for performance of the Agreement, which shall include Sanitation, Recycling and Waste Management, and Energy Conservation, as specified below:

##### **A. Sanitation**

1. Contractor shall be responsible for cleaning and housekeeping in the food preparation, CCDOC Central Kitchen, CCDOC Division XI Kitchen and Boot Camp Kitchen and officer's dining room, washroom and locker-rooms, service and storage areas, elevators and elevator pits, and will keep such areas in a clean and sanitary condition, and in conformity with all applicable federal, state and local regulations and requirements.
  - a. The Contractor shall implement and maintain a cleaning program/schedule. This program/schedule will be submitted to the County's Dietician/Food Service Manager for weekly review and approval. Certification for Contractor's employees and joint training for designated CCDOC staff and in-service training for inmate worker will be conducted on a quarterly basis.
  - b. All cleaning, janitorial and housekeeping material must comply with CCDOC rules, regulations and standards, County, State and Federal EPA and food service laws and regulations.
  - c. The Contractor shall require supervisory employees on all shifts to hold State of Illinois Food Service Sanitation Certification pursuant to Section 750.1800 of the Illinois Food Service Sanitation Code.
  - d. The Contractor shall establish hazardous chemical logs and comply with all applicable CCDOC rules, regulations and standards concerning the use, storage and handling of hazardous substances.
2. The Contractor agrees to submit to inspection by the Executive Director, by the Chicago or Cook County Department of Public Health and other similar agencies upon the request of the Executive Director. Contractor will be required to sign-off on a weekly check list that attests to the sanitation conditions at County owned facilities.
3. A penalty shall be charged to the Contractor for its non-performance of this Section 1.20.A (Sanitation), which will hold the Contractor liable for all actual costs that the County incurs for undertaking any duties within twenty four (24) hours of Contractor non-performance of any prescribed duty herein.
  - a. The Contractor shall be required to pay all of the actual costs that the County incurs for undertaking any duties required under this section.
  - b. The Contractor shall also be required to pay an additional non-performance penalty amount of ten (10) percent of all of the actual costs for non-performance of the required tasks.

- c. The said actual costs incurred by the County and/or additional non-performance penalty amounts shall be deducted from the Contractor's billing of the month in which the said costs or penalty amounts occurred.

## B. Recycling and Waste Management

1. Consistent with federal and County standards, the Contractor shall recycle and utilize fibrous (paper and cardboard), plastic, metal and other materials that are recyclable, including food waste.
2. The Contractor shall be responsible for proper removal of trash and garbage from the facilities to receptacles located adjacent to the CCDOC Central Kitchen, and CCDOC Division XI Kitchen and Boot Camp Kitchen; this includes providing at Contractor's expense, utilizing and installing a paper recycling apparatus.
  - a. The Contractor shall be responsible for maintenance and supplies to operate the aforementioned apparatus.
  - b. The Contractor shall provide recycling bins for pre-sorting recyclables, including but not limited to paper, plastic and aluminum.
  - c. The recycling apparatus is provided for the exclusive use of the Contractor for food service related commodities.
  - d. The Contractor shall process all food service-related commodities in manner consistent with recycling industry standards.
  - e. Recyclable materials must be processed consistent with recycling industry standards, *i.e.* cardboard broken down and baled, paper products baled, cans and plastic containers washed and crushed separately.
3. The County will thereafter have responsibility for disposal and will claim any and all revenue resulting from recycling. The Contractor's Food Service Director shall participate in weekly facility inspections with the Executive Director or his designee.
  - a. The Contractor shall be responsible to provide all garbage containers/bins. All bins must have lids and be kept on containers/bins at all times. Contractor will remove garbage whenever container/bins are full, at the end of a meal period or at the end of the day. All containers/bins must be kept clean at all times.

## C. Energy Conservation

1. The Contractor's work force shall perform services in such a manner as to conserve electricity, gas, water and steam.
2. It will be the Contractor's responsibility to notify the CCDOC Engineer-on-duty when an area is vacated, so that lights and ventilation can be shut down.
3. As part of the scope of operations under the Agreement, the Contractor shall structure and implement an energy conservation plan meeting all existing legal guidelines.

#### **1.21 Pest Control Services**

1. The Contractor, unless the County opts otherwise, must develop and maintain an effective program for extermination and control of vermin and rodents, which includes pest control services to be performed on a weekly basis for the entire CCDOC Central Kitchen, Boot Camp kitchen, Division 11 Kitchen, including basement area, crawl space, and officers dining rooms and elevator pits and any and all food service and dining areas.
2. The Contractor must coordinate its pest control program with the vermin control programs conducted by the CCDOC's Support Services.

#### **1.22 Health Requirements**

Contractor shall at Contractor's cost provide evidence to County's satisfaction of medical screening through a recent health examination for all of Contractor's employees, Sub-vendors, agents and representatives prior to their assignment, and all such employees, Sub-vendors, agents and representatives shall be in satisfactory health, free of disease as required in accordance with proper food handling and public health standards, and shall be free of open infected wounds.

#### **1.23 Contingency Planning**

Contractor shall maintain a Contingency Plan for providing service in the event of lockdowns, strikes by Contractor's employees, riots, fire, power failure or other catastrophic events that may curtail or impact on the normal operation of the detention facility. Contingency Plans shall include the Contractor's plans for providing uninterrupted food services including, but not limited to, designation of offsite locations for food preparation where necessary; alternative staffing plans; and any other examples to demonstrate Contractor's capability of responding to catastrophic occurrences. The Contingency Plan shall outline step by step the Contractor's plan of action, listing (when appropriate) names, phone numbers and addresses of contacts.

### **1.24 Security**

1. In light of the security responsibility of the CCDOC, the County reserves the right to observe Contractor's operations, inspect Contractor's facilities, and question Contractor's personnel.
  - a. Contractor agrees to abide by any and all CCDOC rules and regulations, procedures and General Orders, as well as any directives by Owner regarding Contractor's performance under these contract documents.
2. The Executive Director and his designee shall be responsible for security both within and outside the CCDOC Central Kitchen, Division XI, Boot Camp, and shall be entitled to remove any or all inmate(s) at any time from the kitchen or food service assignment, if in his discretion the inmate(s) presence poses or creates a security risk.
  - a. The Executive Director shall be entitled to restrict inmate access to any location within CCDOC.
3. The Contractor shall have written policies identifying security implementation issues, and shall promptly notify the designated CCDOC staff of any security problems or any supervision issues having a potential impact upon security.
4. The CCDOC shall provide copies to the Contractor of all applicable security policies and shall expect compliance with all related requirements, and shall require all Contractor employees to participate in New Civilian Training (Section 1.9).
5. All employees shall be thoroughly screened by the Contractor and shall have passed a criminal background check satisfactory to the Executive Director before commencing work at the CCDOC. This is due to their potential contact with inmates and staff, and other matters relating to security at the CCDOC facilities.
6. All of the Contractor's employees, who are or will be assigned to work at the CCDOC shall be drug tested prior to security clearance from the CCDOC and further subject to random drug testing by the Cook County Sheriff's Department.

### **1.25 Criminal Background Check**

The County reserves the absolute right to process a criminal records check on the Contractor's employees, Contractors, Sub-Vendors, agents and representatives and to disqualify any person from participating in this Contract if found unsatisfactory. Contractor shall provide all requested identifying information about new and/or existing employees, Contractors, Sub-vendors, agents and representatives as may be required by the County as a

condition of acceptance for a specific employee.

### **1.26 Key Control**

CCDOC shall have control of all perimeter keys, locks and security. The Contractor shall have keys and access to those areas where foods are stored and processed. It is the County's intent that the Contractor have control of and access to the CCDOC Central Kitchen, CCDOC Division XI Kitchen and Boot Camp Kitchen, except for matters related to security, fire protection and building repair; in these specific instances, the Executive Director shall have absolute control. Cost for replacement of lost keys and other costs related directly to security costs stemming from lost keys by the Contractor employees will be borne solely by the Contractor.

### **1.27 Delivery to Premises**

The Contractor shall ensure that all foodstuffs, goods and other materials deliverable to the County shall be shipped to the "Cook County Department of Corrections, Post 8, 2710 South Sacramento Avenue, Chicago, Illinois, 60608" and marked "CCDOC Central Kitchen".

1. Truck deliveries will be accepted before 2:30 p.m. on weekdays only.
  - a. No deliveries will be accepted on Saturdays, Sundays or holidays.
  - b. No product shall be received or stored at Cook County facilities for use at any other facility or locations.
2. The Contractor shall pre-notify the CCDOC Security Staff of all deliveries in accordance with directives issued from time to time.
  - a. The CCDOC Security Staff may inspect such deliveries with respect to quantities, quality, weights, composition or any other matter relevant in the estimation of the CCDOC Security Staff or the Executive Director.
  - b. All such deliveries shall be subject to certification and inspection by assigned CCDOC personnel.
3. The Contractor will be required to use only plastic pallets at the CCDOC.
  - a. The use of wooden pallets in areas where inmates are located is strictly prohibited.
  - b. The CCDOC will only allow deliveries to be received on wooden pallets and then immediately transferred to plastic pallets in the receiving area.

- c. The Contractor shall be responsible to ensure that foodstuffs, goods and materials be delivered in clean, intact containers.
  - d. The County shall reject items that do not meet with the above specifications.
4. The Contractor shall be solely responsible for ensuring that all items it is to provide under the contract, *e.g.*, foodstuffs, goods, and other materials, that are delivered to the CCDOC are of the correct quantities, weights, quality and temperature at point of receipt.

### 1.28 Costs

#### A. Items Included in Cost Per Meal

“Cost per meal” shall be considered to include civilian labor; management; support services; supervision; profit and overhead; CCDOC Central Kitchen, CCDOC Division XI Kitchen, and Boot Camp kitchen janitorial services, any and all taxes due or to become due on Contractor’s purchases or rentals; inventory control systems; security investigations; costs associated with employee labor relations; and any other Contractor costs necessary to perform the services of this Agreement.

#### B. Optional Items Included in Cost Per Meal

Where the County opts to provide any of the following items or services, said, items or services shall not be included in the Cost per meal: supplies, disposal supplies; small wares; food stuffs; equipment, equipment maintenance and repair; shall be considered to include civilian labor; management; support services; supervision; profit and overhead; food stuffs; Cost per meal may exclude the following items, at the option of the County: CCDOC Central Kitchen, CCDOC Division XI Kitchen, and Boot Camp kitchen sanitation and janitorial services, supplies and equipment; eco-friendly packaging and disposable trays, supplies; small wares; equipment maintenance and repair; pest control; and information technology hardware and software.

#### C. Items Excluded from Cost Per Meal

The County shall solely provide the following items, which shall **not** be included in the Cost per meal: the cost to purchase or supply stationary capital equipment, *i.e.*, machinery, refrigeration units, meat slicer, stoves, kettles, except for Contractor-owned specialty equipment, the cost of labor to deliver meals to inmates; the cost of building repairs; the cost or perimeter security; the cost to purchase food trays or distribution equipment costs, *i.e.*, food delivery carts, all of which shall be borne by the County. Eco-friendly disposable trays will be utilized at the direction of the Executive Director or her designee, and will be supplied by the County.

1. Specialized Equipment: To the extent that specialized equipment not provided by County is deemed by Contractor to be desirable, such equipment may be purchased

by Contractor for performance of this contract, at no cost to Cook County. Such equipment shall be plainly identified to County as Contractor-owned equipment and shall remain the property of Contractor at the conclusion or termination of this Agreement. No such equipment will be recognized by County as Contractor's property unless the equipment is identified in writing to the Director and the Chief Procurement Officer at the time the equipment is brought on site, by description, *i.e.* make, model description and serial number).

### **1.29 Optional non-CCDOC Mandated Meal Service (Meal Selection)**

The Contractor shall provide an optional group of menu items, meal ordering, preparation and delivery plan, and pricing for non-CCDOC mandated meals that shall be determined jointly by the CCDOC Executive Director and the Contractor.

1. Meal item suggestions may be offered by either party.
2. Items can be added or dropped only with the approval of the CCDOC Executive Director.
3. Any item maybe rejected for security reasons; and as a result, all products containing glass, metal or alcohol or requiring additional cooking or heating are prohibited.
4. Individual inmates may order only one non-CCDOC mandated meal per week. However, the Executive Director reserves the right to increase or decrease the number of meals that may be ordered upon mutual agreement with the Contractor.
5. Inmates may not order non-CCDOC mandated meals that are inconsistent with medically prescribed Therapeutic Meals, declared religious practices, or if they are prohibited from ordering for security or disciplinary reasons.
6. All prices listed on the menu will include tax.
  - a. Inmates will be charged all applicable Federal, State and Local Taxes. Contractor can choose how to identify taxes to inmates.
7. The Contractor's pricing will be firm for a period of twelve (12) months from the contract dated.
8. Price increases thereafter without a reasonable explanation are prohibited. All increases shall be approved by the Executive Director and Chief Procurement Officer. (Supplier increases would be an example of a reasonable explanation.)

9. All menu items shall be priced competitively; consistent with comparable non-correctional retailers.

### **1.30 Commission Return for Optional non-CCDOC Mandated Meal Service**

The Contractor shall provide the Optional Non-CCDOC Mandated Meals System I (as stated in Section 1.29) The Contractor's shall also provide a commission return for commissionable sales as described below and In Exhibit 2 – Schedule of Compensation:

1. Food Service sales for Non-CCDOC Provided Meals and commissions will be paid for on a bi-monthly basis.
2. A reasonable estimate of annual sales may be used to determine monthly commissions with actual sales and commissions computed at least yearly.
3. Commissionable sales shall be construed as all moneys received from the sales of non-CCDOC mandated meals, less any refunds, allowances, or adjustments for returns, and applicable sale taxes.
4. Final decisions on any disputes shall be made by the Chief Procurement Officer and Executive Director.
5. Inmates shall be charged all applicable Federal, State and County taxes.
  - a. The Contractor shall choose how to identify taxes to inmates. Contractor is responsible for remitting all applicable Federal, State and Local taxes.
6. Contractor shall provide a monthly sales report to the Executive Director or his designee no later than the 15th of each month.
  - a. The monthly sales report must include the following information: (i) commissionable sales (ii) adjustments for credits and refunds; (iii) a cumulative total of commissionable sales and commissions paid to the County.

### **1.31 Quality Control Plan**

The Contractor shall maintain a quality control plan to assure the requirements of the contract are met. An updated copy must be submitted to the Chief Procurement Officer and Executive Director or his designee two (2) weeks prior to the start of service and as changes occurs. The original plan and any future amendments shall include, but not be limited to the following:

- a. An inspection system covering all of the services required by this Agreement.
- b. The methods of identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable; especially meal service.
- c. A file of all inspections conducted by the Contractor and, when necessary, the corrective action taken.
  - i. This documentation shall be available as requested by the County during the term of the Contract.
- d. Random temperature checks of food on the line will be taken and a record kept.

### **1.32 Inspection of Services**

1. All services performed, and all materials, supplies and equipment furnished or utilized in the performance of services, and all workmanship in the performance of services, shall be performed in a quality and workmanlike manner and shall be subject to inspection and test by the County at any time during the performance of the Contract.
  - a. The Contractor shall provide full cooperation with any inspector directed by the CCDOC or the County to determine the Contractor's conformity with these specifications and the adequacy of the services agreed to. All inspections by the County shall be made in such a manner as not to interfere unduly with or delay the work.
2. Inspections by the County may include inspection by the state, County or city department of public health or any other agency or party authorized or directed by County to inspect the facility.
3. At the end of each quarter during the term of the Agreement (or more frequently if deemed necessary by the Executive Director), the Executive Director shall designate representatives to function as a formal inspection and evaluation team. The first team will be designated within thirty (30) days of the contract award.
4. This team shall evaluate food portion sizes, food temperature and compliance with health and safety issues.

- a. This inspection will include a daily and weekly signed check-off list by the Contractor's Food Services Director of completed cleaning/sanitation, equipment maintenance and facility maintenance performed.
    - i. The team shall also meet with inmates to review their needs and concerns regarding food services as part of this evaluation. A report will then be prepared by the Executive Director and forwarded to the Contractor for implementation.
      - 1. Additional inspections (scheduled or unscheduled) may be conducted by the County or any persons authorized by the County or the Executive Director at any time during the term of the Agreement. All findings submitted to the Contractor shall be responded to in writing.
5. Scheduled Report Submission. The following reports are required to be transmitted in electronic format via the CCDOC intranet system from the Contractor to the Executive Director and his or her inspection and evaluation team:
- a. Master Menus must be received within thirty (30) days of the award of this contract and annually thereafter upon the anniversary date of the contract award date.
  - b. Monthly Reports - Usage Report Summary will be transmitted by the 10th of each month.
  - c. Staff Roster. A complete roster of all employees names and addresses shall be kept in the Contractor's site office and shall be updated and submitted electronically each month sent with the monthly report package to the Executive Director for his records due by the 1st of each month, listing both filled and vacant positions, staff names for all filled positions, and date entered on duty in current position.
  - d. Standard Operating Procedures.
  - e. Food Service Staff Meeting Minutes. Portions of those minutes of each meeting that concerns enforcement of CCDOC policies, rules, regulations and terms of this agreement will be forwarded to the Executive Director or his or her designee in the monthly report.

- f. Staff work schedules and staff assignment and any changes to staff work schedules or assignments will be derived and posted in accordance with this Agreement and any applicable laws.
- g. Staff Training. A report of completed training and issued certificates will be submitted by the Contractor to the Executive Director and his or her designee by the 10 of day of the quarter (January, March, June and September)
- h. Inmate Training/Initial Job Orientation Training. Each inmate assigned to work in Food Service will receive initial job orientation training, which shall include equipment training, and a report of completed training and issued certificates will be submitted by the Contractor to the Executive Director and his or her designee by the 10 of each month.
- i. Daily and Weekly Cleaning Schedules. Cleaning schedules will be developed by the Contractor listing cleaning of areas and equipment in the CCDOC Central Kitchen, Division XI, Boot Camp, ODRs, storage areas, elevator and dock areas, crawl space that are required to maintain high levels of sanitation. Daily and weekly cleaning schedules will be developed with consideration of fair and equitable distribution of all shift responsibilities. Cleaning schedules will list the specific cleaning assignment, day, and shift during which the work will be completed. Temporary modifications to the cleaning schedule may be made with the Executive Director's or his or her designee's written concurrence.

### **1.33 Transition of Commencement of Contract**

The Contractor shall assume full operations within 30 days of contract award. The Contractor shall coordinate and cooperate with the County and the existing Contractor to assure a smooth and orderly transition with uninterrupted food services. Immediately upon award of the contract, the Contractor shall name a Transition Manager who shall have responsibility for transition activities. Within ten (10) days of award of the contract, the Contractor shall submit a Transition Plan to the Chief Procurement Officer and Executive Director for approval.

The plan shall include but not be limited to details for conducting inventories of on-site County- owned equipment, hiring and staffing, menu plans, and coordination activity with outgoing Vendor. The Chief Procurement Officer and Executive Director, or his designee, may request any additional information determined necessary to assure smooth operation of the facility. The County presumes that all supplies and small wares stored on-site are owned by the current Vendor.

### **1.34 Transition and Continuity of Service on Expiration of Contract**

Continuity of Service is critical to the County. The Contractor must recognize this fact and upon expiration of Agreement agree to:

1. Furnish phase-in training to a new vendor.
2. Exercise best efforts and cooperation for an orderly and efficient transition to a new vendor.
3. Negotiate in good faith a plan with the successor to determine the nature and extent of the phase-in, phase-out services required.
  - a. The plan shall specify a date for work described in the plan and shall be subject to the Executive Director's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for in the contract are maintained at the required level of proficiency.

Upon expiration of this Contract, the current Contractor shall permit personnel to be hired by a new Vendor without penalty or charge to the County, the employee or the new Vendor. The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews with those employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate the transfer of their earned fringe benefits to the new Vendor.

The Contractor shall be presumed to be the owner of all supplies, small wares, food inventories (with the exception of Federal surplus foods) used for this Agreement. Contractor shall be free to negotiate with the new Vendor as to any terms and conditions for sale or transfer of ownership.

EXHIBIT 2

Schedule of Compensation



# Cook County - Office of the Purchasing Agent

Food Service Management

Submit all responses in highlighted cells throughout the workbook

Vendor Name Catering By Marlin's, Inc. dba CBM Managed Services

Please Reference Appendix I of RFP # 11-84-038P

## Section 1: Breakfast

Meal Type	Price Per Meal	Annual Estimated Meals	Annual Total
General Meal (Breakfast) (DOC, SWJP, DRAD)	\$ 1.066	2,971,554	\$ 3,167,676.56
General Meal (Breakfast) (DOC, SWJP, DRAD)- Therapeutic	\$ 1.200	482,526	\$ 579,031.20
General Meal (Breakfast) (DOC, SWJP, DRAD)- Religious	\$ 1.605	31,200	\$ 50,076.00

Miscellaneous One-time Cost \$ -

Miscellaneous One-time Cost Description N/A

Annual Section 1 Total \$ 3,796,783.76

Grand Total Section 1 Breakfast for duration of contract \$ 11,390,351.29

### Informational Section (responses mandatory): RESPOND WITH COSTS PER MEAL GIVEN ABOVE QUANTITIES

In the event that the Proposer does not incur a specified cost below, the Proposer should mark "0" in the relevant cells below.

Component Meal Costs	General Meal (Breakfast) (DOC, SWJP, DRAD)	General Meal (Breakfast) (DOC, SWJP, DRAD)- Therapeutic	General Meal (Breakfast) (DOC, SWJP, DRAD)- Religious
Food/Raw Materials Costs	\$ 0.570	\$ 0.641	\$ 0.858
Wages/Labor	\$ 0.185	\$ 0.208	\$ 0.278
Administrative Costs	\$ 0.085	\$ 0.096	\$ 0.128
MBE/WBE Additional Costs	\$ -	\$ -	\$ -
Food waste allowance	\$ 0.003	\$ 0.003	\$ 0.004
Cook County-Owned Food Service Equipment Maintenance	\$ 0.009	\$ 0.010	\$ 0.014
Cook County Food Service Facility Pest Control	\$ 0.005	\$ 0.006	\$ 0.007
Cook County Food Service Facility Maintenance	\$ 0.004	\$ 0.005	\$ 0.006
Small Wares, Supplies	\$ 0.073	\$ 0.082	\$ 0.110
Eco-Friendly Meal Packaging	\$ -	\$ -	\$ -
Laundry Service for Inmate Uniforms or Other Linens	\$ 0.001	\$ 0.001	\$ 0.001
Information Technology: Hardware & Software	\$ 0.001	\$ 0.001	\$ 0.001
Bulk Food Stuff Procurement	\$ -	\$ -	\$ -
Profit Margin	\$ 0.131	\$ 0.148	\$ 0.199
<b>Total Price Per Meal</b>	<b>\$ 1.066</b>	<b>\$ 1.200</b>	<b>\$ 1.605</b>
Match to quoted Price?	YES	YES	YES



# Cook County - Office of the Purchasing Agent

Food Service Management

Submit all responses in highlighted cells throughout the workbook

Vendor Name Catering By Marlin's, Inc. dba CBM Managed Services

Please Reference Appendix I of RFP # 11-84-038P

## Section 2: Lunch

Meal Type	Price Per Meal	Annual Estimated Meals	Annual Total
General Meal Lunch (DOC, SWJP, DRAD) and Court Services (Sack Lunch)	\$ 1.066	3,355,082	\$ 3,576,517.41
General Meal Lunch (DOC, SWJP, DRAD) and Court Services (Sack Lunch)-Therapeutic	\$ 1.200	482,526	\$ 579,031.20
General Meal Lunch (DOC, SWJP, DRAD) and Court Services (Sack Lunch)-Religious	\$ 1.605	31,200	\$ 50,076.00

Miscellaneous One-time Cost \$ -

Miscellaneous One-time Cost Description N/A

Annual Section 2 Total \$ 4,205,624.61  
 Grand Total Section 2 Lunch for duration of contract \$ 12,616,873.84

### Informational Section (responses mandatory): RESPOND WITH COSTS PER MEAL GIVEN ABOVE QUANTITIES

In the event that the Proposer does not incur a specified cost below, the Proposer should mark "0" in the relevant cells below.

Component Meal Costs	General Meal Lunch (DOC, SWJP, DRAD) and Court Services (Sack Lunch)	General Meal Lunch (DOC, SWJP, DRAD) and Court Services (Sack Lunch)-Therapeutic	General Meal Lunch (DOC, SWJP, DRAD) and Court Services (Sack Lunch)-Religious
Food/Raw Materials Costs	\$ 0.570	\$ 0.641	\$ 0.858
Wages/Labor	\$ 0.184	\$ 0.208	\$ 0.278
Administrative Costs	\$ 0.083	\$ 0.094	\$ 0.126
MBE/WBE Additional Costs	\$ -	\$ -	\$ -
Food waste allowance	\$ 0.003	\$ 0.003	\$ 0.004
Cook County-Owned Food Service Equipment Maintenance	\$ 0.008	\$ 0.009	\$ 0.012
Cook County Food Service Facility Pest Control	\$ 0.004	\$ 0.005	\$ 0.007
Cook County Food Service Facility Maintenance	\$ 0.004	\$ 0.004	\$ 0.006
Small Wares, Supplies	\$ 0.073	\$ 0.082	\$ 0.110
Eco-Friendly Meal Packaging	\$ -	\$ -	\$ -
Laundry Service for Inmate Uniforms or Other Linens	\$ 0.001	\$ 0.001	\$ 0.001
Information Technology: Hardware & Software	\$ 0.001	\$ 0.001	\$ 0.001
Bulk Food Stuff Procurement	\$ -	\$ -	\$ -
Profit Margin	\$ 0.136	\$ 0.153	\$ 0.203
<b>Total Price Per Meal</b>	<b>\$ 1.066</b>	<b>\$ 1.200</b>	<b>\$ 1.605</b>
Match to quoted Price?	YES	YES	YES



# Cook County - Office of the Purchasing Agent

## Food Service Management

Submit all responses in highlighted cells throughout the workbook

Vendor Name Catering By Marlin's, Inc. dba CBM Managed Services

Please Reference Appendix I of RFP # 11-84-038P

### Section 3: Dinner

Meal Type	Price Per Meal	Annual Estimated Meals	Annual Total
General Meal (Dinner) (DOC, SWJP, DRAD)	\$ 1.125	2,971,554	\$ 3,342,998.25
General Meal (Dinner) (DOC, SWJP, DRAD)- Therapeutic	\$ 1.395	482,526	\$ 673,123.77
General Meal (Dinner) (DOC, SWJP, DRAD)- Religious	\$ 2.600	31,200	\$ 81,120.00

Miscellaneous One-time Cost \$ -

Miscellaneous One-time Cost Description N/A

Annual Section 3 Total \$ 4,097,242.02

Grand Total Section 3 Dinner for duration of contract \$ 12,291,726.06

**Informational Section (responses mandatory): RESPOND WITH COSTS PER MEAL GIVEN ABOVE QUANTITIES**

In the event that the Proposer does not incur a specified cost below, the Proposer should mark "0" in the relevant cells below.

Component Meal Costs	General Meal (Dinner) (DOC, SWJP, DRAD)	General Meal (Dinner) (DOC, SWJP, DRAD)- Therapeutic	General Meal (Dinner) (DOC, SWJP, DRAD)- Religious
Food/Raw Materials Costs	\$ 0.696	\$ 0.818	\$ 1.525
Wages/Labor	\$ 0.203	\$ 0.241	\$ 0.450
Administrative Costs	\$ 0.091	\$ 0.107	\$ 0.200
MBE/WBE Additional Costs	\$ -	\$ -	\$ -
Food waste allowance	\$ 0.014	\$ 0.017	\$ 0.033
Cook County-Owned Food Service Equipment Maintenance	\$ 0.009	\$ 0.010	\$ 0.019
Cook County Food Service Facility Pest Control	\$ 0.009	\$ 0.009	\$ 0.010
Cook County Food Service Facility Maintenance	\$ 0.004	\$ 0.009	\$ 0.009
Small Wares, Supplies	\$ 0.058	\$ 0.065	\$ 0.120
Eco-Friendly Meal Packaging	\$ -	\$ -	\$ -
Laundry Service for Inmate Uniforms or Other Linens	\$ 0.001	\$ 0.001	\$ 0.001
Information Technology: Hardware & Software	\$ 0.001	\$ 0.001	\$ 0.001
Bulk Food Stuff Procurement	\$ -	\$ -	\$ -
Profit Margin	\$ 0.044	\$ 0.126	\$ 0.239
<b>Total Price Per Meal</b>	<b>\$ 1.125</b>	<b>\$ 1.395</b>	<b>\$ 2.600</b>
Match to quoted Price?	YES	YES	YES



# Cook County - Office of the Purchasing Agent

## Food Service Management

Submit all responses in highlighted cells throughout the workbook

Vendor Name Catering By Marlin's, Inc. dba CBM Managed Services

Please Reference Appendix I of RFP # 11-84-038P

### Section 4: Boot Camp Meals

Meal Type	Price Per Meal	Annual Estimated Meals	Annual Total
Boot Camp Meal	\$ 1.990	241,332	\$ 480,250.68

Miscellaneous One-time Cost \$ -

Miscellaneous One-time Cost Description

N/A

Annual Section 4 Total \$ 480,250.68

Grand Total Section 4 Boot Camp Meals for duration of contract \$ 1,440,752.04

**Informational Section (responses mandatory): RESPOND WITH COSTS PER MEAL GIVEN ABOVE QUANTITIES**

In the event that the Proposer does not incur a specified cost below, the Proposer should mark "0" in the relevant cells below.

Component Meal Costs	Boot Camp Meal
Food/Raw Materials Costs	\$ 1.225
Wages/Labor	\$ 0.644
Administrative Costs	\$ 0.242
MBE/WBE Additional Costs	\$ -
Food waste allowance	\$ 0.025
Cook County-Owned Food Service Equipment Maintenance	\$ 0.004
Cook County Food Service Facility Pest Control	\$ 0.002
Cook County Food Service Facility Maintenance	\$ 0.002
Small Wares, Supplies	\$ 0.054
Eco-Friendly Meal Packaging	\$ -
Laundry Service for Inmate Uniforms or Other Linens	\$ 0.001
Information Technology: Hardware & Software	\$ 0.003
Bulk Food Stuff Procurement	\$ -
Profit Margin	\$ (0.212)

Total Price Per Meal \$ 1.990

Match to quoted Price? YES



# Cook County - Office of the Purchasing Agent

## Food Service Management

Submit all responses in highlighted cells throughout the workbook

Vendor Name Catering By Marlin's, Inc. dba CBM Managed Services

Please Reference Appendix I of RFP # 11-84-038P

### Section 5: Sworn Staff Meals

Meal Type	Price Per Meal	Annual Estimated Meals	Annual Total
Sworn Staff Meals (CCDOC Division V and XI and Boot Camp)	\$ 1.990	104,000	\$ 206,960.00

Miscellaneous One-time Cost

\$ -

Miscellaneous One-time Cost Description

N/A

Annual Section 5 Total

\$ 206,960.00

Grand Total Section 5 Sworn Staff Meals for duration of contract

\$ 620,880.00

**Informational Section (responses mandatory): RESPOND WITH COSTS PER MEAL GIVEN ABOVE QUANTITIES**

In the event that the Proposer does not incur a specified cost below, the Proposer should mark "0" in the relevant cells below.

Component Meal Costs	Sworn Staff Meals (CCDOC Division V and XI and Boot Camp)
Food/Raw Materials Costs	\$ 1.225
Wages/Labor	\$ 1.639
Administrative Costs	\$ 0.419
MBE/WBE Additional Costs	\$ -
Food waste allowance	\$ 0.025
Cook County-Owned Food Service Equipment Maintenance	\$ 0.009
Cook County Food Service Facility Pest Control	\$ 0.005
Cook County Food Service Facility Maintenance	\$ 0.004
Small Wares, Supplies	\$ 0.070
Eco-Friendly Meal Packaging	\$ -
Laundry Service for Inmate Uniforms or Other Linens	\$ 0.004
Information Technology: Hardware & Software	\$ 0.006
Bulk Food Stuff Procurement	\$ -
Profit Margin	\$ (1.416)

Total Price Per Meal \$ 1.990  
Match to quoted Price? YES



# Cook County - Office of the Purchasing Agent

## Food Service Management

Submit all responses in highlighted cells throughout the workbook

Vendor Name Catering By Marlin's, Inc. dba CBM Managed Services

Please Reference Appendix I of RFP # 11-84-038P

### Section 6: Optional Non-CCDOC Provided Meal Service for Inmates or Staff and Designated Visitors

Meal Type	Price Per Meal	Annual Estimated Meals	% Commission per Meal	Annual \$ Commission Total
Optional Breakfast (Staff and Designated Visitors Only)	\$ 9.00	250,000	20%	\$ 450,000.00
Optional Lunch (Staff and Designated Visitors Only)	\$ 9.00	300,000	20%	\$ 540,000.00
Optional Dinner (Staff and Designated Visitors Only)	\$ 9.00	200,000	20%	\$ 360,000.00
Optional Dinner (Inmates)	\$ 9.00	520,000	20%	\$ 936,000.00

Miscellaneous One-time Cost \$ -

Miscellaneous One-time Cost Description N/A

Annual Section 6 Total \$ 2,286,000.00

Grand Total Section 6 Optional Non-CCDOC Provided Meals for duration of contract \$ 6,858,000.00

#### Informational Section (responses mandatory): RESPOND WITH COSTS PER MEAL GIVEN ABOVE QUANTITIES

In the event that the Proposer does not incur a specified cost below, the Proposer should mark "0" in the relevant cells below.

Component Meal Costs	Optional Breakfast (Staff and Designated Visitors Only)	Optional Lunch (Staff and Designated Visitors Only)	Optional Dinner (Staff and Designated Visitors Only)	Optional Dinner (Inmates)
Food/Raw Materials Costs	\$ 2.422	\$ 2.422	\$ 2.422	\$ 2.422
Wages/Labor	\$ 2.522	\$ 2.522	\$ 2.522	\$ 2.522
Administrative Costs	\$ 3.216	\$ 3.216	\$ 3.216	\$ 3.216
MBE/WBE Additional Costs	\$ -	\$ -	\$ -	\$ -
Food waste allowance	\$ 0.012	\$ 0.012	\$ 0.012	\$ 0.012
Cook County-Owned Food Service Equipment Maintenance	\$ 0.009	\$ 0.009	\$ 0.009	\$ 0.009
Cook County Food Service Facility Pest Control	\$ 0.005	\$ 0.005	\$ 0.005	\$ 0.005
Cook County Food Service Facility Maintenance	\$ 0.004	\$ 0.004	\$ 0.004	\$ 0.004
Small Wares, Supplies	\$ 0.056	\$ 0.056	\$ 0.056	\$ 0.056
Eco-Friendly Meal Packaging	\$ -	\$ -	\$ -	\$ -
Laundry Service for Inmate Uniforms or Other Linens	\$ 0.002	\$ 0.002	\$ 0.002	\$ 0.002
Information Technology: Hardware & Software	\$ 0.016	\$ 0.016	\$ 0.016	\$ 0.016
Bulk Food Stuff Procurement	\$ -	\$ -	\$ -	\$ -
Profit Margin	\$ 0.736	\$ 0.736	\$ 0.736	\$ 0.736
Total Price Per Meal	\$ 9.000	\$ 9.000	\$ 9.000	\$ 9.000
Match to quoted Price?	YES	YES	YES	YES



# Cook County - Office of the Purchasing Agent

## Food Service Management Services

Submit all responses in highlighted cells throughout the workbook

Vendor Name Catering By Marlin's, Inc. dba CBM Managed Services

Please Reference Appendix I of RFP # 11-84-038P

### Section 7: Additional Information

1. What percentage discount would you provide for invoice payment in 20 days?  (percent)

2. What percentage discount would you provide for invoice payment in 30 days?  (percent)

3. Please describe your current rebate structure with food suppliers/food distributors (e.g. frequency, amount, etc.)

CBM requires all food suppliers / distributors to include all rebates in food invoice cost.

4. How would receiving USDA surpluses affect inmate meal pricing?

CBM would be willing to pay fair market value for all USDA surpluses based on compatibility of menu, quality and quantities of product. CBM would reserve the final approval regarding the use of USDA surplus products.



# Cook County - Office of the Purchasing Agent

Food Service Management Services

Submit all responses in highlighted cells throughout the workbook

Vendor Name Catering By Marlin's, Inc. dba CBM Managed Services

Please Reference Appendix I of RFP # 11-84-038P

## Summary Tabulations

*Tabulations for duration of the service agreement*

Grand Total Section 1 Breakfast for duration of contract	\$ 11,390,351.29
Grand Total Section 2 Lunch for duration of contract	\$ 12,616,873.84
Grand Total Section 3 Dinner for duration of contract	\$ 12,291,726.06
Grand Total Section 4 Boot Camp Meals for duration of contract	\$ 1,440,752.04
Grand Total Section 5 Sworn Staff Meals for duration of contract	\$ 620,880.00
<b>Grand Total for Sections 1 - 5 for duration of contract</b>	<u>\$ 38,360,583.23</u>
<b>Grand Total Section 6 Optional Non-CCDOC Provided Meals for duration of contract</b> (This is a revenue amount to Cook County)	<u>\$ 6,858,000.00</u>

EXHIBIT 3

Evidence of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/24/2012

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 Holmes Murphy & Assoc-SF 5120 S. Solberg Ave Sioux Falls, SD 57109	1-605-336-1090	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Catering by Marlins, Inc. 500 East 52nd Street North Sioux Falls, SD 57104		INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company INSURER B: Charter Oak Fire Insurance Company INSURER C: Travelers Property Casualty Co. America INSURER D: Travelers Indemnity Company INSURER E: INSURER F:	
		NAIC #	

**COVERAGES**

CERTIFICATE NUMBER: 28410187

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			660867K1954	07/11/12	07/11/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			810867K1954	07/11/12	07/11/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP867K1954	07/11/12	07/11/13	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB867K7817	07/26/12	07/26/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 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)

The County of Cook, Illinois and its elected officers and the employees of Cook County are Additional Insureds on the General Liability and Auto Liability when required by written contract. The General Liability, Auto Liability and Workers Compensation include a Waiver of Subrogation in favor of Cook County Sheriff, Department of Corrections.

**CERTIFICATE HOLDER****CANCELLATION**

Cook County Sheriff  
Department of Corrections  
2700 California Avenue  
Chicago, IL 60608

USA

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

EXHIBIT 4

Board Authorization

REPORT OF THE COMMITTEE ON FINANCE

JULY 23, 2012

(RECESSED AND RECONVENED ON JULY 24, 2012)

The Honorable,  
The Board of Commissioners of Cook County

ATTENDANCE

Present: Chairman Daley, Vice Chairman Sims, Commissioners Beavers, Butler, Fritchey, Gainer, Garcia, Gorman, Goslin, Murphy, Reyes, Schneider, Silvestri, Steele, Suffredin and Tobolski (16)

Absent: Commissioner Collins (1)

Also Present: Patrick T. Driscoll, Jr. – Deputy State’s Attorney, Chief, Civil Actions Bureau; Kesner Bienvenu – Special Counsel to the President; Matthew J. Burke – Assistant General Counsel, Cook County Sheriff’s Office, Legal Labor Affairs; Patricia Horne – Director, Support Services Department; Zeldia Whittler – Undersheriff, Cook County Sheriff’s Office; Larry L. Deskins – CBM Premier Management LLC, Mike Belletive - CBM Premier Management LLC; Marlin C. Sejnoha, Jr., - President/CEO, CBM Managed Services; Alexis Herrera – Chief Financial Officer, Cook County Sheriff’s Office; Maria De Lourdes Coss - Chief Procurement Officer; LaVerne Hall – Contract Compliance Officer; Richard Prendergast - Aramark LLC.

Ladies and Gentlemen:

Your Committee on Finance of the Board of Commissioners of Cook County met pursuant to notice on Monday, July 23, 2012 at the hour of 1:00 P.M., recessed and reconvened for a meeting on Tuesday, July 24, 2012 at the hour of 10:00 A.M. in the Board Room, Room 569, County Building, 118 North Clark Street, Chicago, Illinois.

Your Committee has considered, for information purposes only, the following item and upon adoption of this report, the recommendation is as follows:

318664 Submitting a Proposed Ordinance sponsored by TONI PRECKWINKLE, President, and JOHN P. DALEY, County Commissioner.

Transmitting a Communication dated July 9, 2012 from Kesner Bienvenu, Assistant Special Legal Counsel to the President, respectfully submitting a Substitute Proposed Ordinance Amendment providing for comprehensive changes to the Cook County Procurement Code and Minority/Women Business Enterprise Ordinance, for your approval.

Dear Commissioners:

Attached hereto, please find a proposed amendment to Item No. 318664, initially introduced June 19, 2012. The changes generally facilitate M/WBE certification

additions or alterations of any kind shall be made hereto, except as herein provided. This Ordinance shall be construed in accordance with the provisions of State law without reference to its conflict of law principles.

**Section 11. Prior Inconsistent Proceedings.** All ordinances, resolutions, motions or orders, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of such conflict hereby repealed.

**Section 12. Immunity of Officers and Employees of County.** No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained against any past, present or future elected or appointed officer, director, member, employee or agent of the County, or of any successor public corporation, as such, either directly or through the County or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected or appointed officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this Ordinance and the issuance of such Series 2012 Bonds.

**Section 13. Passage and Approval.** Presented, Passed, Approved and Recorded by the County of Cook, Illinois, a home rule unit of government, this 24<sup>th</sup> day of July, 2012.

**Section 14. Effective Date.** This Ordinance shall take effect immediately upon its enactment.

Exhibits "A", "B" and "C" referred to in this Ordinance read as follows:

- Exhibit A: Proposed Highway Department Capital Plan, 2012-2014
- Exhibit B: Master Trust Indenture
- Exhibit C: First Supplemental Trust Indenture

Approved and adopted this 23<sup>th</sup> day of July 2012.

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUL 24 2012

COM \_\_\_\_\_

**Chairman Daley entered into the record a letter of inquiry to Tariq Malhance, Chief Financial Officer, along with a letter from Mr. Malhance containing his reply.**

**Commissioner Garcia, seconded by Commissioner Steele, moved Approval of Communication No. 318990, as amended. The motion carried, and the Proposed Ordinance providing for the issuance of Sales Tax Revenue Bonds, Series 2012, was approved and adopted, as amended.**

319031 Transmitting a Communication, dated July 6, 2012 from

THOMAS J. DART, Sheriff of Cook County

by  
ALEXIS HERRERA, Chief Financial Officer, Cook County Sheriff's Office  
and  
MARIA DE LOURDES COSS, Chief Procurement Officer

Requesting authorization for the Chief Procurement Officer to enter into and execute a contract with CBM Managed Services, Sioux Falls, South Dakota, for Food Service for the Cook County Department of Corrections, Sheriff's Women's Justice Programs, Boot Camp, Department of Reentry and Diversion and Court Services.

Reason: On October 17, 2011, a Request for Proposal was issued for Food Service Management for the Cook County Sheriff's Office. The RFP process was followed in accordance with the Cook County Procurement Code. Proposals were received on November 30, 2011 and an evaluation process was conducted based on the evaluation criteria outlined in the RFP document. It was determined that CBM Managed Services offered the best value. Upon board approval, the contract will be assigned to CBM Premier Management LLC as indicated in their proposal. This will strengthen the local participation within the structure of the team.

In addition CBM Managed Services also provided revenue opportunities for both Cook County General Funds and Inmate Welfare Funds.

Estimated Fiscal Impact: \$38,360,583.23. 212-223 \$869,998.17; 230-231 \$179,088.00; 235-223 \$1,440,752.04; 236-223 \$1,753,233.45; 239-223 \$34,117,511.57 Accounts. Contract period: Thirty-Six months with three (3) additional one-year renewal options.

Approval of this item would commit Fiscal Years 2013, 2014, 2015 funds.

**\*Referred to the Committee on Finance on 7/10/12.**

**Commissioner Garcia, seconded by Commissioner Suffredin moved to Approve Communication No. 319031.**

Chairman Daley asked the Secretary of the Board to call upon the registered public speaker, in accordance with Cook County Code, Sec. 2-107(dd).

1. Richard Prendergast, Attorney representing Aramark, LLC

**Commissioner Murphy, seconded by Commissioner Gorman moved to Defer Communication No. 319031 to the Finance Committee Meeting of September 10, 2012. Commissioner Tobolski called for a roll call, the vote of yeas and nays being as follows:**

**Roll Call on Motion to Defer Communication No. 319031  
to the Finance Committee Meeting of September 10, 2012.**

**Yeas:** Commissioners Gainer, Gorman, Murphy, Silvestri and Steele (5)  
**Nays:** Chairman Daley, Commissioners Butler, Garcia, Suffredin and Tobolski (5)  
**Absent:** Vice Chairman Sims, Commissioners Beavers, Collins, Fritchey, Goslin, Reyes and Schneider (7)

**The motion to Defer Communication No. 319031 Failed.**

**Roll Call on Motion to Approve  
Communication No. 319031**

**Yeas:** Commissioners Butler, Garcia, Suffredin and Tobolski (4)  
**Nays:** Commissioners Gainer, Gorman, Murphy, Silvestri and Steele (5)  
**Present:** Chairman Daley (1)  
**Absent:** Vice Chairman Sims, Commissioners Beavers, Collins, Fritchey, Goslin, Reyes and Schneider (7)

**The motion to Approve Communication No. 319031 Failed.**

Chairman Daley recessed the meeting to Tuesday, July 24, 2012 at 10:00 a.m.

Chairman Daley reconvened the recessed meeting of July 23, 2012, on Tuesday, July 24, 2012 at 10:00 a.m.

**Commissioner Steele, seconded by Commissioner Suffredin moved to reconsider the vote by which Communication No. 319031 was not recommended for Approval. The motion carried on a voice vote.**

**Commissioner Steele, seconded by Commissioner Suffredin moved to Approve Communication No. 319031. A roll call vote was requested and the vote of yeas and nays being as follows:**

**Roll Call on Motion to Approve  
Communication No. 319031**

**Yeas:** Vice Chairman Sims, Commissioners Beavers, Butler, Gainer, Garcia, Gorman, Goslin, Reyes, Schneider, Silvestri, Steele, Suffredin and Tobolski (13)  
**Nays:** Commissioner Murphy (1)

**Present:** Chairman Daley and Commissioner Fritchey (2)

**Absent:** Commissioner Collins (1)

JUL 24 2012

The motion carried and Communication No. 319031 was Approved.

COM \_\_\_\_\_

Commissioner Beavers, seconded by Vice Chairman Sims moved to reconsider the vote by which Communication No. 319031 was approved. The motion failed.

Commissioner Silvestri, seconded by Vice Chairman Sims, moved to adjourn. The motion carried and the meeting was adjourned.

**YOUR COMMITTEE RECOMMENDS THE FOLLOWING ACTION  
WITH REGARD TO THE MATTERS NAMED HEREIN:**

Communication Number 318664	Approve as amended
Communication Number 318990	Approve as amended
Communication Number 319031	Approved

Respectfully submitted,  
Committee on Finance

\_\_\_\_\_  
John P. Daley, Chairman

Attest:

\_\_\_\_\_  
Matthew B. DeLeon, Secretary

\*A video recording of this meeting is available on the Office of the Secretary to the Board's web site on the Video Page at <http://blog.cookcountyil.gov/secretarytotheboard/county-board-proceedings/county-board-video-and-audio/>

**OFFICE OF THE SHERIFF**  
**DEPARTMENT OF FISCAL ADMINISTRATION**  
**AND SUPPORT SERVICES**

**PROPOSED CONTRACT**

**ITEM #12**

Transmitting a Communication, dated July 6, 2012 from

THOMAS J. DART, Sheriff of Cook County

by

ALEXIS HERRERA, Chief Financial Officer, Cook County Sheriff's Office

and

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with CBM Managed Services, Sioux Falls, South Dakota, for Food Service for the Cook County Department of Corrections, Sheriff's Women's Justice Programs, Boot Camp, Department of Reentry and Diversion and Court Services.

Reason: On October 17, 2011, a Request for Proposal was issued for Food Service Management for the Cook County Sheriff's Office. The RFP process was followed in accordance with the Cook County Procurement Code. Proposals were received on November 30, 2011 and an evaluation process was conducted based on the evaluation criteria outlined in the RFP document. It was determined that CBM Managed Services offered the best value. Upon board approval, the contract will be assigned to CBM Premier Management LLC as indicated in their proposal. This will strengthen the local participation within the structure of the team.

In addition CBM Managed Services also provided revenue opportunities for both Cook County General Funds and Inmate Welfare Funds.

Estimated Fiscal Impact: \$38,360,583.23. (212-223 \$869,998.17; 230-231 \$179,088.00; 235-223 \$1,440,752.04; 236-223 \$1,753,233.45; 239-223 \$34,117,511.57 Accounts). Contract period: Thirty-Six months with three (3) additional one-year renewal options.

Approval of this item would commit Fiscal Years 2013, 2014, 2015 funds.

---

In accordance with Cook County Code Section 2-107(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Garcia, moved to suspend Section 2-107(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Sims, moved that the communication be referred to the Committee on Finance. (Comm. No. 319031). **The motion carried unanimously.**