

BIDDER: AMERICA'S DOG

CONTRACT FOR SERVICE

DOCUMENT NO.: 11-84-87

FOOD SERVICE FOR IMPANELED JURY TRIALS HELD AT THE RICHARD J. DALEY CENTER AND DOMESTIC VIOLENCE COURTHOUSES, CHICAGO FOR THE OFFICE OF THE CHIEF JUDGE CIRCUIT COURT OF COOK COUNTY

**BIDS TO BE EXECUTED IN TRIPPLICATE
BID OPENING WILL BE ON FRIDAY, OCTOBER 21, 2011 AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED
DELIVER BIDS TO THE COUNTY BUILDING, THE OFFICE OF THE PURCHASING AGENT, 118 N. CLARK ST., ROOM 1018, CHICAGO, IL 60602**

**CONTACT: BARB FLOCK, SPECIFICATIONS ENGINEER, AT 312-603-6828
EMAIL: barbie.flock@cookcountyil.gov**

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

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

050411

REQ# 13100009

0608

**INSTRUCTIONS TO BIDDERS
BID CONTRACTS
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INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

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

IB-02 PREPARATION OF PROPOSALS

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

IB-03 SITE INSPECTION CERTIFICATE

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

IB-04 BID DEPOSIT

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

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

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

IB-05 EXCEPTIONS

If any Bidder intends to take any deviations or exceptions from the Specifications or other Contract Documents, Bidder shall submit to the Purchasing Agent a written request for a deviation or exception prior to the date and time of Bid Opening. If the Purchasing Agent considers such deviation or exception acceptable, the Purchasing Agent shall issue an Addendum setting forth such deviation or exception from the Specifications or other Contract Documents which shall be applicable to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Purchasing Agent, then such deviation or exception shall be deemed rejected. The County may reject any Bid Proposal containing deviations or exceptions not previously accepted through a written Addendum. A copy of such Addendum will be mailed or delivered to each Bidder receiving a set of such Contract Documents. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the proposal form. All written requests for deviations or exceptions shall be addressed to:

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

IB-06 BIDDER WARRANTIES

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

IB-07 SUBMISSION OF BID PROPOSALS

All Bidders shall submit the bound copy of the sealed Bid Proposal in an envelope and shall deposit them in the bid box located in the County Board Office of the Purchasing Agent, Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, subject matter of Bid Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

**IB-08 BID PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING
COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151.**

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

IB-09 COMPETENCY OF BIDDER

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

**IB-10 LOCAL BUSINESS PREFERENCE
COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151(p).**

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

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

IB-11 CONSIDERATION OF BID PROPOSALS

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

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

IB-12 WITHDRAWAL OF BID PROPOSALS

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

IB-13 ACCEPTANCE OF PROPOSALS

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

IB-14 PERFORMANCE AND PAYMENT BOND

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

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

IB-15 PRICES FIRM

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

IB-16 CASH BILLING DISCOUNTS

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

IB-17 CATALOGS

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

IB-18 AUTHORIZED DEALER/DISTRIBUTOR

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

IB-19 TRADE NAMES

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

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

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

IB-20 SAMPLES

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

IB-21 NOTICES

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

IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

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

IB-23 COOPERATION WITH INSPECTOR GENERAL

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

END OF SECTION

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GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

GC-02 INSPECTION AND RESPONSIBILITY

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

GC-03 INSURANCE

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

GC-04 PAYMENT

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

GC-05 PREPAID FEES

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

GC-06 TAXES

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

GC-07 PRICE REDUCTION

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

GC-08 CONTRACTOR CREDITS

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

GC-09 DISPUTES

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

GC-10 DEFAULT

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

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

GC-11 COUNTY'S REMEDIES

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

GC-12 CONTRACTOR'S REMEDIES

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

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

GC-13 DELAYS

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

GC-14 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. No such modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than twenty-nine (29) days may only be made with the advance written approval of the Purchasing Agent.

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

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

GC-15 PATENTS, COPYRIGHTS AND LICENSES

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

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

GC-16 COMPLIANCE WITH LAWS

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

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

GC-17 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

I. POLICY AND GOALS

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

II. REQUIRED BID OR QUOTATION SUBMITTALS

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

A. MBE/WBE Utilization Plan

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

1. **Letter(s) of Intent**

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

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

All commitments made by a Bid or Quotation in its Utilization Plan must conform to those included in the submitted Letter(s) of Intent. The Contract Compliance Administrator reserves the right to request supplemental information regarding the Letter(s) of Intent submitted with a Bid or Quotation and such information shall be furnished. (Reference pages EDS-3/4 for a format sample of a Letter of Intent)

2. **Letter(s) of Certification**

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

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

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

3. **Joint Venture Affidavit**

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

B. Reduction/Waiver Petition

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting a Reduction/Waiver Request.

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

B. Denying a Reduction/Waiver Request.

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

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-18 MATERIAL DATA SAFETY SHEET

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

GC-19 CONDUCT OF THE CONTRACTOR

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

GC-20 ACCIDENT REPORTS

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

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

GC-21 USE OF PREMISES

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

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

GC-22 GENERAL NOTICE

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

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

GC-23 TERMINATION FOR CONVENIENCE

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

GC-24 GUARANTEES AND WARRANTIES

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

GC-25 STANDARD OF CONTRACT GOODS

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

GC-26 DELIVERY

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

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

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

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

GC-27 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-28 QUANTITIES

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

GC-29 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-30 GOVERNING LAW

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

GC-31 COOPERATION WITH INSPECTOR GENERAL

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

GC-32 WAIVER

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

GC-33 ENTIRE CONTRACT

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

GC-34 FORCE MAJEURE

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

GC-35 GOVERNMENTAL JOINT PURCHASING AGREEMENT

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

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

GC-36 CONTRACT INTERPRETATION

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

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

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

END OF SECTION

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EXHIBITS

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Exhibit A: Meal Request Form

E-1 THRU E-4

SPECIAL CONDITIONS

1 DEFINITIONS. For purposes of this Contract, the following terms shall have the meanings set forth below.

1.1 “Bid Package” shall mean the Cost Proposal, Qualifications and all other materials required to be submitted for a bid to be considered, as set forth in detail in Section SC-11.

1.2 “Building Manager” shall mean the General Manager of MB Real Estate Services LLC or such other persons identified to Contractor by the General Manager as being authorized to act for or on behalf of MB Real Estate Services LLC, as agent for the Public Building Commission of Chicago.

1.3 “Complex” shall mean the Richard J. Daley Center, located at 50 W. Washington Court House, and the Domestic Violence courthouse, located at 555W. Harrison St, both are located in Chicago, Illinois.

1.4 “County” shall mean the County of Cook, Illinois.

1.5 “Court” shall mean the Circuit Court of Cook County, Illinois.

1.6 “Court Holidays” shall mean holidays observed by the Court Calendar. Currently, Court Holidays include New Year’s Day, Martin Luther Jr. Day, Lincoln’s Birthday, Presidents’ Day, Casimir Pulaski Day, Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; Christmas Day. Court Holidays shall also include any other holidays designated from time to time by the Circuit Court of Cook County as Court Holidays.

1.7 “Effective Date” of this Contract shall mean the date upon which execution of the Contract is approved by the Cook County Board of Commissioners, after award of the bid and full execution of the Contract by Contractor.

1.8 “Executive Officer” shall mean the Executive Officer of the Circuit Court of Cook County, or such other persons identified to Contractor by the Executive Officer as being authorized to act for or on behalf of the County.

1.9 “Food Service Commencement Date” shall mean the commencement date for the Services, which will be established by the Executive Officer by written notice to the Contractor after award of the bid and approval and execution of the Contract.

1.10 “Laws” shall mean the following government and other standards: all applicable federal, state and local laws, statutes, codes, ordinances, rules, regulations, orders and other legal requirements which relate to the performance of the Services, the preparation and serving of food, the conduct of Contractor’s operations, and the safety of its workers and patrons.

SPECIAL CONDITIONS

1.11 “Public Building Commission” shall mean the Public Building Commission of Chicago, owner of the Richard J. Daley Center.

1.12 “Services” shall mean the provision of a food service operation in accordance with the Scope set forth in Section SC-3 below, and in accordance with all the terms and conditions of this Contract.

2 CONTRACT AWARD AND TERM.

2.1 Contract Award The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Request for Sealed Bid. All items, unless otherwise stated, will be assumed to meet all specifications and requirements as set forth in the Request for Sealed Bid. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or declared non-responsive. The County shall be sole determinant of the relevant and appropriate cost factors used in evaluating any Base, Options and/or Alternate bids. Bidders must quote all lines for consideration. It is the intent of the County to award this bid in whole and not in part. Only one award will result from this bid.

2.2 MBE/WBE REQUIREMENTS FOR THIS CONTRACT The bidder shall have a subcontracting goal of not less than twenty-five percent (25%) MBE and ten percent (10%) WBE of the awarded contract price for work to be performed. The bidder must comply with the County’s MBE/WBE participation requirements. The County has issued MBE/WBE goals this Project. The bidder shall submit with its Proposal, and MBE/WBE Utilization Plan indicating how it proposes to meet these goals. If the bidder has not met the goals or made good faith efforts to meet the goals, the bidder’s response will (may) be deemed nonresponsive and will not be considered for award. Certified MBE/WBE bidders may count their own participation, however, a female firm certified as M/WBE or W/MBE may be counted towards the MBE or WBE goal, but not both. (Designations cannot be changed after submission of the compliance plan.) Unless otherwise specified in the Bid Documents, for purposes of this contract, the contract amount is the total bid amount that has been entered on the Proposal Page of the Bid Documents.

2.3 Contract Term. This is a Contract to provide services for three (3) years. This Contract shall be in full force and effect and the term shall begin as of the Effective Date. The Contract shall terminate on the last day of the month in which the third anniversary of the Food Service Commencement date occurs, subject to General Condition GC-11, County’s Remedies, and General Condition GC-12, Contractor’s Remedies.

2.4 Transition from Existing Vendor. A food service vendor is currently providing meals from an off-site location. Continuity of service is critical to the Court and the County. As such, Contractor is required to cooperate with the existing vendor to assure a smooth transition so that full service food service operations can commence on the Food Service Commencement Date set by the County.

SPECIAL CONDITIONS

2.5 Transition at Expiration or Earlier Termination of Contract. Continuity of service is critical to the County. Therefore, upon expiration of the term of this Contract or upon earlier termination in accordance with the Contract terms Contractor must furnish phase-in training to a new contractor, exercise best efforts and cooperation for the orderly and efficient transition to a new contractor; and negotiate in good faith with the successor to determine the nature and extent of the phase-in, phase-out services required. Contractor shall provide sufficient experienced personnel during the phase-in/phase-out period to ensure that the services called for in this Contract are maintained at the required level of proficiency. Contractor shall be presumed to be the owner of all non-food and food supplies and food inventories used for this Contract and that are not otherwise designated as County-owned property. Contractor shall be free to negotiate with the successor contractor as to any terms and conditions for sale or transfer of ownership of Contractor-owned items.

3. SCOPE OF SERVICES. Services shall include, at a minimum, the following services and requirements, to be provided in accordance with all the terms, conditions and standards set forth in this Contract. The Contractor should assume that food must be prepared and delivered from an off-site location.

3.1 General Description of Services. Contractor shall be responsible for all facets of the services, including but not limited to, the preparation and delivery of meals to jurors and attendant courtroom personnel as requested at Complex locations, in accordance with all the requirements and specifications set forth in this Contract. A detailed description of the Services is set forth in Section SC- 3.2 below. It is expected that great care will be used by Contractor to consistently maintain high quality and timely food service.

3.1.1 Contractor shall use all reasonable efforts to control costs and to maintain consistently high quality food service. Contractor shall be responsible for payment for all supplies, food, materials and services needed to provide the Services.

3.1.2 All Services shall be in accordance with all applicable Laws.

3.2 Detailed Description of Services. The Services shall include the following specific deliverables in the areas described below. Estimates of the numbers of meals are provided for informational purposes only. Actual numbers will vary. In setting forth these estimates, the County is not in any way guaranteeing a certain level of business. Gross sales before taxes from Services to the Court at the Daley Center were as follows:

SPECIAL CONDITIONS

| | |
|---|-----------|
| October 2008 – September 2009 (12 months) | \$335,466 |
| October 2009 – September 2010 (12 months) | \$353,315 |
| October 2010 – April 2011 (7 months) | \$194,800 |

The Contractor shall provide boxed meals and snacks to jurors and courtroom personnel as requested. The number of meals cannot be determined in advance.

Breakfast – A continental style breakfast shall include a minimum of two items, unless ordered in lesser quantities:

(a) a choice of five different beverages, including an eight ounce regular or decaffeinated hot coffee or tea served either in insulated individual containers or in insulated pots to maintain proper temperature (containers may be disposable), an eight ounce chilled fruit or vegetable juice, or an eight ounce carton of two-percent, 2% milk.

(b) a choice of prepackaged pastry; donut, muffin, bagel, or similar assorted baked goods.

Lunch – A boxed lunch can include a minimum of three items including either choice of a sandwich with a bag of 1.5 ounce snack chips, or a choice of 8 ounce salad, and a beverage, unless ordered in lesser quantities:

(a) a choice of either eight hot and cold sandwich selections, including one wrap, one of which shall be turkey and one shall be vegetarian (minimum 4 ounces of meat, 6.5 ounces overall), with a choice of breads (fresh daily) or a fresh or prepackaged 8 ounce salad with mixed greens;

(b) a choice of a 1.5 ounce bag of snack chips or eight ounce chilled fruit cup or fresh fruit;

I a choice of seven different beverages, including a ten ounce, chilled bottled water, and a twelve ounce chilled carbonated soda or iced tea, an eight ounce regular or decaffeinated hot coffee or hot tea served either in insulated individual containers or in insulated pots to maintain proper temperature (containers may be disposable). Carbonated Soda products must be name-brand only, available in regular and diet, limited to products produced by Pepsi, Coca-Cola, Royal Crown, Dr. Pepper, and their affiliate brands;

Snack – A snack shall include a minimum of two items, unless ordered in lesser quantities:

SPECIAL CONDITIONS

(a) a choice of a prepackaged, eight ounce chilled fruit cup or fresh fruit, or a 1.5 ounce bag of chips or pretzels.

(b) a choice of seven different beverages, including an ten ounce, chilled bottled water, and a twelve ounce chilled carbonated soda or iced tea, an eight ounce regular or decaffeinated hot coffee or hot tea served either in insulated individual containers or in insulated pots to maintain proper temperature (containers may be disposable). Carbonated Soda products must be name-brand only, available in regular and diet, limited to products produced by Pepsi, Coca-Cola, Royal Crown, Dr. Pepper, and their affiliate brands.

Dinner – A dinner shall include a minimum of three items, unless ordered in lesser quantities:

(a) a choice of seven different entrees with at least four hot entrees, one of which may be a slice of pizza, and sandwich selections from the vendor's lunch menu including one vegetarian option;

(b) a fresh or prepackaged 8 ounce salad with mixed greens;

I a choice of seven different beverages, including an ten ounce, chilled bottled water, and a twelve ounce chilled carbonated soda or iced tea, an eight ounce regular or decaffeinated hot coffee or hot tea served either in insulated individual containers or in insulated pots to maintain proper temperature (containers may be disposable). Carbonated Soda products must be name-brand only, available in regular and diet, limited to products produced by Pepsi, Coca-Cola, Royal Crown, Dr. Pepper, and their affiliate brands.

All meals shall be served with traditional condiments and dressings, including margarine, jellies, mayonnaise, cream cheese, mustard, catsup, salt, pepper, sugar, sugar substitutes, nondairy creamer, and salad dressings, as applicable. Paper products and eating utensils shall also be provided.

The County will endeavor to provide the Contractor with at least two hours notice prior to delivery of meals. However, Contractor must be able to provide meals regardless of the amount of notice given. In addition, the Contractor will be responsible for delivering boxed meals directly to the courtrooms at the times requested, which may be after the close of normal business hours.

SPECIAL CONDITIONS

3.3 Required Days and Hours of Operation – Meals shall be delivered as follows, Monday through Friday: breakfast from 7:30 a.m. to 9:30 a.m.; lunch from 11:00 a.m. to 3:00 p.m.; snack service from 9:00 a.m. to 7:00 p.m.; dinner from 4:00 p.m. to 7:00 p.m. The Contractor may extend such minimum hours upon approval of the Executive Officer.

3.4 Food Quality Standards. The Services shall be performed in a manner consistent with approved food service industry standards for comparable meal delivery services.

3.4.1 Except for prepackaged elements, food must be prepared fresh except in emergency situations or with the prior written approval of County. A maximal effort shall be made by Contractor to assure that all foods have an appetizing appearance, are palatable, are served at proper temperatures and that food products retain nutritional food values. No “day-old” breads, pastries or baked goods shall be served.

3.4.1 Contractor shall use no less than the following standards for purchase of raw food products: Only first quality foods, such as Grade B poultry, U.S. Choice Grades of beef, Grade A Fancy fresh or frozen vegetables and fruits shall be used. All foods served shall be wholesome and free from spoilage. County may require manufacturer’s statement of ingredients for items used by Contractor.

3.4.2 Food quality is critical to the Contractor’s performance of this Contract. Failure to meet food quality standards in the performance of the Services shall be a material breach of this Contract, and the County shall have the remedies set forth in Section GC-11. Contractor will cooperate with County in promptly resolving any complaints about food quality or other concerns regarding performance of the Services.

3.5 Quality Control Plan. The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of the Contract are met. The Quality Control Plan shall be submitted as part of the bid proposal. The Quality Control Plan shall include, but not be limited to, the following, all of such documentation to be available as requested by the County during the term of the Contract and any extensions thereto:

3.5.1 means for assuring appetizing food appearance, palatability, proper food serving temperatures, and retention of food nutrient value are maintained;

3.5.2 means for an inspection system covering the Services required by this Contract;

3.5.3 means for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable;

3.5.4 means for maintaining a file of all inspections conducted by the Contractor and, where necessary, the corrective action taken.

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4. FACILITY INFORMATION. The Contractor must prepare food at their off-site location and deliver it to the Complex. The Complex is comprised of the Richard J. Daley Center located at 50 West Washington Street and the Cook County Domestic Violence Courthouse located at 555 West Harrison Street, Chicago, Illinois. The County shall have control of all keys, locks and security for the Complex. Contractor and Contractor's employees, suppliers, contractors, vendors, agents, and invitees will be provided access to the Complex by following the standard security measures applicable to the general public.

5. CONTRACTOR'S EMPLOYEES. Relative to use of Complex facilities, all policies and procedures of the Court, the County, the Public Building Commission, and MB Real Estate Services LLC shall be adhered to by the Contractor and all Contractor's employees, suppliers, contractors, and vendors. Contractor warrants that its employees shall be free of all communicable diseases and shall have passed a standard physical exam which shall include drug testing. Such examinations will be the responsibility of the Contractor.

5.1 Food Service Staff Employees. Contractor shall recruit and employ solely at its own expense, a sufficient number of employees to fully perform the Services, including replacement and/or back-up employees. Contractor shall be responsible for scheduling, training, and supervising Contractor's employees. Contractor shall promptly advise the Executive Officer of disciplinary problems encountered with contractor's employees.

5.2 Food Service Management Employees. In addition to food service staff employees, Contractor shall recruit and employ, solely at its own expense, professional management and technical staff including management consultants, sanitarian experts, and training, clerical and administrative personnel necessary to assure the provision of high quality food services.

5.3 Food Service Director. Contractor shall provide a full time Lead manager (Food Service Director) who shall manage the entire food service operations. The Food Service Director shall have a minimum two years of consecutive management in a position with comparable responsibilities. The Food Service Director's qualifications (resume) shall be submitted with the Bid Package. The County shall be notified if there is a change in personnel of this position.

5.4 County's Rights to Request Removal. The County and the Court reserve the right to request removal and replacement of an employee at any time pursuant to the General Conditions of this Contract. All training, certification, membership in professional groups and registration required to meet the obligations of this Contract shall be the responsibility and expense of the Contractor.

SPECIAL CONDITIONS

5.5 Training. Contractor shall regularly provide all food service employees with in-service training as required by this Contract and as recommended by the City of Chicago, the State of Illinois Department of Public Health, and any other regulatory agency.

5.6 Security. Employees involved in deliveries to the Complex, or who otherwise may visit the Complex, shall be thoroughly screened by Contractor before working at the Complex due to the potential contact with judges, jurors, Court employees, and matters of a sensitive nature. Screening shall include, but is not limited to, a criminal background check, polygraph test, fingerprinting and photographs. The County reserves the right to conduct background checks on Contractor's employees and to review Contractor's records relating to security issues.

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

6 CONTINGENCY PLAN. Contractor shall at all times have a written contingency plan for providing service in the event of strikes, riots, fire, power failure, or other catastrophic events that may curtail or impact on the normal operation of the Complex. Contingency Plans shall include the Contractor's plans for providing uninterrupted food services including, but not limited to, designation of alternate off-site locations for food preparation where necessary, alternate staffing plans, and any other proposals to demonstrate the Contractor's capability of responding to catastrophic occurrences. A written Contingency Plan shall be included in the Bid Package.

7 INSPECTION OF SERVICES.

7.1 Inspections. All Services (which throughout this paragraph include services performed, materials, supplies and equipment furnished or utilized in the performance of Services and workmanship in the performance of Services) shall be subject to inspection by the County. Contractor shall provide full cooperation with any inspector directed by the County to determine the Contractor's conformity with this Contract. All inspections by the County shall be made in such a manner as not to interfere unduly with or delay the work of the Contractor. Inspections by the County may include inspections by the State Board of Health or any other agency or party authorized or directed by County to inspect the Facility. Contractor's Food Service Director shall participate in County inspections with the Department of Facilities Management as required.

7.2 Satisfaction Surveys.

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County may from time to time as it deems appropriate, conduct satisfaction surveys for all facets of food services. Surveys may address criteria such as: food, taste, food temperature, food variety, appearance of food, and courtesy of food service employees. County shall inform Contractor of the results of such surveys, and in particular shall notify Contractor as to services which are determined to be inadequate. Contractor shall use best efforts to rectify noted deficiencies. Persistent failure of the Contractor to rectify deficiencies may be deemed by County as a material breach pursuant to GC-10.

8 INSURANCE AND INDEMNIFICATION.

8.1 Indemnification. To the extent not prohibited expressly by law, Contractor agrees to hold the Court, the County and its commissioners, the Public Building Commission, MB Real Estate Services LLC, and their officers, officials, agents, servants and employees, harmless and to indemnify each of them against claims and liabilities, including reasonable attorneys' fees, for injuries to all persons and damage to or theft, misappropriation or loss of property arising from Contractor's conduct of its business or from any activity, work or thing done, permitted or suffered by Contractor in the performance of any covenant or agreement on the part of Contractor to be performed pursuant to the terms of this Contract or due to any other act or omission of Contractor, its agents, contractors, invitees, licensees or employees.

8.2 Waiver of Claims. To the extent not prohibited expressly by law, Contractor releases the Court, the County, and its commissioners, the Public Building Commission, MB Real Estate Services LLC, and their officers, officials, agents, servants and employees, from and waives all claims for damages to person or property sustained by Contractor, or by any other person, resulting directly or indirectly from fire or other casualty, cause or any existing or future condition, defect, matter or thing in or about the Complex or any part of it, or from any equipment or appurtenance therein, from any accident in or about the Complex, or from any act or neglect of any occupant of the Complex or any part thereof or of any other person, including the Court, the County and its commissioners, the Public Building Commission, MB Real Estate Services LLC, and their officers, officials, agents, servants and employees. This Section shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewerage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, broken glass, sprinkling or air conditioning devices or equipment, or flooding of basements, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above, or from any other thing or circumstance, whether of a like nature or of a wholly different nature.

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8.3 Waiver of Subrogation. The Contractor shall require all policies of insurance that are in any way related to the Services 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 the Court, the County, the Public Building Commission, and MB Real Estate Services LLC. In addition, the Contractor hereby waives all rights of recovery against the Court, the County, the Public Building Commission, and MB Real Estate Services LLC which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor. The Contractor shall require all tiers of subcontractors to waive the rights of recovery (as aforesaid waiver by Contractor) against the Court, the County, the Public Building Commission, and MB Real Estate Services LLC, and all tiers of subcontractors.

8.4 Contractor's Insurance. Prior to the commencement of any Services, the Contractor, at its cost, shall secure and thereafter, except as otherwise provided herein, maintain at all times during the performance of this Contract the insurance specified below, in form and with terms, coverages, and companies satisfactory to both the County and the Building Manager on behalf of the Public Building Commission. Nothing contained in this Contract is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The Contractor shall advise its insurance agent and all companies providing coverage to familiarize themselves with the conditions and provisions of this Contract dealing with waivers of subrogation, insurance and indemnification. Failure of the Contractor to do so shall in no way waive these requirements, and shall constitute a material breach under this Contract. If despite Contractor's diligence, any policies or certificates provided to the County are not in compliance with this Section SC-8, Contractor shall have a period of thirty (30) days after notice from County that such policies are not compliant to provide compliant policies.

8.5 Types of Coverage. The Contractor shall at all times during the period in which this agreement is in force and effect provide and maintain insurance of the type and in the respective limits as set forth below. Such insurance shall be in a form and through issuing companies acceptable to the County and the Business Manager. The insurance may be provided in a policy or policies, primary and excess, including the Umbrella/Excess form.

8.5.1 Workers Compensation Insurance. Workers Compensation insurance shall be maintained in accordance with the Laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall include the following provisions:

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Waiver of subrogation WC000313, Waiver of Kotecki endorsement affording coverage for claims arising out of Contractor's waiver of its Kotecki rights in this agreement

Occupational disease

Voluntary Compensation

Employers' Liability coverage with a limit of:

\$1,000,000 each Accident

\$1,000,000 each Employee

\$1,000,000 Policy Limit for Disease

Broad form all states coverage

8.5.2 Commercial General Liability Insurance. Commercial General Liability Insurance shall be maintained in occurrence form to cover bodily injury and property damage including loss of use. The General Liability coverage shall have a combined bodily injury and property damage limit of \$1,000,000 per occurrence and \$2,000,000 aggregate with the following provisions included:

All Premises and Operations

Contractual liability for the obligations assumed in the Indemnification and Hold Harmless agreement, the Waiver of Subrogation section and the Insurance section found herein

Property Damage Liability

Cross Liability

Products (including Food Products Liability) and Completed Operations coverage

Personal Injury Liability

8.5.3 Commercial Automobile Liability Insurance for claims for bodily injury and property damage resulting from ownership, operation, maintenance or use of all owned, non-owned and hired automobiles, trucks and trailers or the respective parties required to provide and maintain this insurance. Such insurance shall provide coverage limits not less than, as respects any Contractor, and respects all tiers of subcontractors, the following:

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

8.5.4 Umbrella Excess Liability Insurance in the amount of: \$5,000,000 each occurrence for all liability.

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- 8.6 Additional Insured.** The additional insured shall be listed on the Commercial General Liability, Automobile, and Umbrella Liability policies and shall read as follows: The County of Cook, Illinois and its Commissioners, the Public Building Commission, and MB Real Estate Services LLC, and their officials, employees, and agents.
- 8.7 Contractor's Policies to be Primary.** Each policy shall include endorsements providing that the insurance coverage afforded under such policy purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance available to Cook County, including self-insurance. 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.
- 8.8 Qualification of Insurers.** 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 VIII 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) or VIII will be acceptable only upon written consent of the Cook County Department of Risk Management and the Building Manager.
- 8.9 Contractor Obligations.** Neither Contractor nor any subcontractor shall violate or knowingly permit to be violated any condition of the policies of insurance provided under the terms of this Contract and shall at all times satisfy the requirements of the insurance companies issuing them. All requirements imposed by policies provided pursuant to this Contract to be performed by Contractor shall likewise be imposed upon, assumed and performed by any subcontractors. Contractor and each subcontractor shall execute with their subcontractors a written agreement which shall include all such requirements. Any "hold harmless" and "indemnity" clause must benefit and not be detrimental in any way to the County and others so specifically identified in this agreement.

SPECIAL CONDITIONS

8.10 Insurance Notices, Costs, and Losses. Contractor shall furnish to the County and Building Manager, prior to commencement of Services, certificates of insurance. All policies of insurance required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the County at least thirty (30) days prior to the effective date of any cancellation or modification of such policies. All copies of policies, if any, and certificates of insurance submitted to the County and Building Manager. In no event shall any failure of the County or the Building Manager to receive Certificates of Insurance or to demand receipt of such certificates of insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

9 COST PROPOSAL.

9.1 Cost for Meals. Bidders shall include in the Bid Package a completed Bid Cost Proposal. Contractor shall be compensated for food service on the basis of unit price multiplied by the total number of units served during each billing period, as documented by the Meal Request Forms or any other system of authorization for compensation as may be used by the Court or the County.

9.1.1 Meal Rates. Contractor shall be entitled to be compensated for food service on the basis of a unit price multiplied by the total number of units delivered for each billing period, as evidenced by the number of Meal Request Forms issued by the Court or any other system of authorization for compensation as may be employed by the County. Contractor shall state unit prices for each category as a separate component of its Bid Cost Proposal. The unit prices proposed by Contractor shall be utilized by County as a basis for evaluating the lowest responsible bidder for purposes of Contract award. The unit prices shall remain firm for the first year of the Contract. For purposes of determining the total cost of the bid proposal, the unit prices shall be multiplied by the estimated number of units for the three year Contract term. The number of meals for evaluation purposes is an estimate only. Actual numbers will vary and such variations will not affect the unit prices paid by the County.

9.1.2 Rate Adjustments. The unit prices may be adjusted once each Contract year after year one based upon the Index for "Food Away From Home, For All Urban Consumer, for United States City Average" of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics. The Contractor or the County shall be entitled to request an annual price adjustment which shall be calculated in the manner provided by this paragraph. The request for price adjustment by the Contractor shall be submitted to the Executive Officer sixty days prior to the Contract anniversary

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date of each year of the Contract's term. The Contract's anniversary date shall be one year from the Food Service Commencement Date. All price adjustments shall be retroactive to the anniversary date. Annual price increases (or decreases) shall be determined by dividing the current index for the Contract anniversary month by the same prior year month's index. All calculations will be carried to two places only, with no rounding up to the next digit. Increases shall not exceed five percent annually from one adjustment period to the next. This formula shall also be the basis for determining the meal rates for the term of an extension or Contract renewal which may be mutually agreed upon. An example of this calculation is provided below:

EXAMPLE:

\$5.00 = Unit Price

140.1 = Current Index for anniversary month

136.5 = Index for preceding year anniversary month

CALCULATION:

(140.1)

(136.5) = 1.02 (x) \$5.00 = \$5.10 New Unit Price

This formula shall also be the basis for determining the unit prices for the term of an extension which may be mutually agreed upon.

10 BIDDER QUALIFICATIONS AND REQUIREMENTS.

10.1 Qualifications. In order to be qualified, a bidder must be able to demonstrate its ability to provide a high quality food service program. At a minimum, bidders shall provide evidence of prior experience in providing food service in an institutional or public setting; similar contracts for food service under which bidder has provided food service; qualifications and experience of company management; and qualifications of key personnel who will be assigned to this Contract. In submitting a Bid Package, bidder warrants that it meets these qualifications. Failure to meet these requirements may result in bidder disqualification.

10.2 References. Bidder shall provide references for at least three contracts of a similar nature either currently in existence or expired within the past year.

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10.3 Contingency Plan. Each bidder shall provide a Contingency Plan for providing service in the event of strikes, riots, fire, power failure or other catastrophic events that may curtail or impact on food services to the Complex. Contingency Plans shall include the Contractor's plans for providing uninterrupted food services including, but not limited to, designation of alternate off-site locations for food preparation where necessary, alternate staffing plans and any other proposals to demonstrate the Contractor's capability of responding to catastrophic occurrences.

11 BID SUBMISSION REQUIREMENTS; BID PACKAGE. The following items must be submitted as part of any Bid Package. Failure to submit all of the requested information may be grounds for disqualification of bidder from consideration. The Bid Package shall be indexed, bound and shall be organized in the following order:

Bid Cost Proposal pursuant to SC-9.1.

Bidder qualifications pursuant to SC-10.1.

Bidder references pursuant to SC-10.2.

Staffing Plan describing Contractor's plan for providing the Services in accordance with the Contract Documents, including coverage for late meals pursuant to SC-6.

Contingency Plan pursuant to SC-10.3.

Quality Control Plan pursuant to SC-3.5.

11.1 Bid Package Incorporated in Contract Documents. Bidder shall fully detail all materials included in its Bid Package to demonstrate the manner and means by which bidder will perform the services required by the Contract. The Bid Package is incorporated into the Contract Documents, and the bidder is advised that any service, term, or condition offered or stated in the Bid Package shall be considered as binding obligations of the bidder. Notwithstanding the foregoing, nothing contained, set forth, offered or provided in the Bid Package shall be deemed to be accepted by County or included as a condition or term of this Contract, to the extent that such materials are in conflict with or are otherwise inconsistent with the express terms, conditions, instructions or specifications of these Contract Documents.

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11.2 Copies Provided. Three copies of the bound supplemental materials shall be submitted along with three fully executed originals of the bid proposal. Bidder shall not separate, modify (except as expressly provided) or otherwise alter the ordering of the bid proposal documents. Bid proposals which are missing pages or which have not been completely filled out will be rejected. Bidder is prohibited from appending any materials or documents to the bid proposal, except as expressly provided.

12 PAYMENT. Payment for food services will be made to the Contractor in arrears, within a reasonable time period after Contractor submission of the respective invoice and other County-required documentation. Invoices shall be submitted weekly, bi-weekly or monthly. Contractor shall prepare invoices in a form to be approved by the County. Contractor shall submit with its payment request the following: County Form 29-A and a certified statement of the quantity and type of units provided. All payment requests shall be submitted to the Court for approval of the number of units charged for processing. No payment request which is incomplete will be processed for payment. The County will pay no late payment or interest penalties.

13 BOOKS AND RECORDS. Contractor shall maintain and provide as required below the following books and records.

13.1 Monthly Operations Reports. Within thirty (30) days after the end of each calendar month, Contractor shall submit to the Executive Officer a written monthly report describing problems encountered during such month, operating statistics (as defined below) and quality control monitoring and compliance. Operating statistics shall be provided in electronic format in an Excel spreadsheet. The Executive Officer may from time to time request additional information on reports. The County may withhold Contractor's payments if monthly reports are not timely submitted. The following operational statistics should be set forth within the monthly report:

13.1.1 Daily Breakfast Meals for each location.

13.1.2 Daily Lunch Meals for each location.

13.1.3 Daily Snack Meals for each location.

13.1.4 Daily Dinner Meals for each location.

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13.2 Daily Records. Contractor shall be required to maintain daily records of all food deliveries. Such records shall be maintained by Contractor during the entire Contract term and any extensions thereto, and shall be available to County for audit upon request by the Executive Officer. After the expiration or earlier termination of this Contract, all such records shall be retained at Contractor's principal place of business for a minimum of three years.

13.3 Annual Statement of Revenues and Expenses. Within one hundred eighty (180) days after the end of each calendar year (or Contractor's fiscal year, if not a calendar year) falling in whole or in part after the Food Service Commencement Date and during the balance of term of this Contract, and without demand or notice to Contractor, Contractor shall deliver to the Court a statement of revenues and expenses for this Contract, certified by an independent public accountant to have been prepared in accordance with generally accepted accounting principles, and certified to be correct by an authorized officer of Contractor, setting forth (i) revenues for this Contract from all sources, including the meals for jurors, staff, and judge, and ; (ii) all expenses for this Contract.

13.4 Books and Records Regarding Revenues and Expenses. Contractor shall prepare and keep on the Premises, or at some other location acceptable to County, full, complete and proper books and records, prepared in accordance with generally accepted accounting principles, of Contractor's revenues and expenses in connection with this Contract. Such records shall include, without limitation, purchase orders or delivery receipts of inventory and merchandise delivered to the Premises; cash register tapes; serially numbered sales slips; sales tax returns; payrolls, contracts and payments for inventory, services and supplies, and such other records which would normally be examined by an independent accountant pursuant to generally accepted auditing standards in performing an audit of the entire business affairs and sales of Contractor, under this Contract. All of the foregoing books and records shall be maintained by Contractor for at least three (3) years after the expiration of the applicable calendar year.

13.5 County's Right to Audit Contractor's Books and Records. At any time or from time to time upon not less than two (2) days prior written notice by County to Contractor, County or County's designated representative shall have the right to make an examination or audit of Contractor's books and records during normal business hours.

13.6 Sales Taxes. Contractor shall be solely responsible for filing, collecting, and paying any and all taxes attributable to all food sales. Contractor shall be solely responsible for obtaining and paying for any licenses or permits necessary to operate the food service operations.

14 DEFAULT. GC-10 is modified by the addition of the following at the end of the first paragraph of such section:

SPECIAL CONDITIONS

14.1 Any of the following shall be deemed to constitute a “material breach” of this Contract by the Contractor.

14.1.1 Failure to pay any sums due the County.

14.1.2 Failure to comply with food quality standards set forth in these Special Conditions.

15 PRE-BID CONFERENCE AND SITE INSPECTION

The County will hold a Pre-Bid Conference and site inspection at the Richard J. Daley Center, 50 W. Washington Street, Room 2600, Chicago, IL 60602. Representatives from the Purchasing Division, the Chief Judge’s Office, Contract Compliance and Ethics Department will comprise the panel to respond to answer any questions regarding the Food Service for Impaneled Jury Trials held at the Richard J. Daley Center and Domestic Violence Courthouses, Chicago and Invitation to Bid procedures. It is not mandatory that the Contractors attend this Pre-Bid Conference, however it is highly recommended. The Contractor is encouraged to attend and become thoroughly familiar with the Complex prior to submitting a bid. No additional allowance will be granted because of lack of knowledge of such conditions. The successful bidder will be responsible for all errors in the bid, and any additional costs resulting from the bidder’s failure to adequately familiarize itself with the Complex. All bidders attending the Pre-Bid Conference and Site Inspection must bring a copy of the bid document. No copies of the bid document will be provided at the Pre-Bid Conference. Prospective Proposers must respond to Barbie Flock at 312-603-6828 or email barbie.flock@cookcountyil.gov on or before Wednesday, September 28, 2011 at 10:00 A.M. Central Time, with firm’s name and number of attendees. A maximum of two (2) representatives from each firm may attend.

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

DATE: Thursday, September 29, 2011
TIME: 9:30 A.M. Central Time
PLACE: Richard J. Daley Center
50 W. Washington St., Room 2600
Chicago, IL 60602

16 INQUIRIES

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

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Office of the Purchasing Agent. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Purchasing Agent. (Reference Instructions to Bidders, Section IB-04 “Exceptions”, Page IB-2). **Inquiries must be received no later than 5:00 p.m. Central Time on Monday, October 3, 2011. Inquiries will be answered by the close of business on Friday, October 7, 2010.**

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

MARIA DE LOURDES COSS
COOK COUNTY PURCHASING AGENT
C/O BARB FLOCK, SPECIFICATIONS ENGINEER
118 N. CLARK ST., Room #1018
CHICAGO, IL 60602

Or via email at barbie.flock@cookcountyil.gov

Contact Info for Specifications Engineer No. 84
Barb Flock: 312-603-6830, Barbie.flock@cookcountyil.gov

17 SUPPLEMENTAL DELIVERY INSTRUCTIONS/REQUIREMENTS

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

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

Edward Carik
Director of Security-Security Command Center
Richard J. Daley Center
50 West Washington Street
Chicago, IL 60602

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

Please type or print

SPECIAL CONDITIONS

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

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

| | |
|--------------------------|----------|
| Delivery Company/Agency: | Contact: |
| Address: | Phone: |

| |
|------------------------|
| Items to be Delivered: |
|------------------------|

Intended Delivery Location (please check one):

| Building | X | Room | Contact: | Phone No. of Contact: |
|-----------------|--------------------------|------|----------|-----------------------|
| Daley Center | <input type="checkbox"/> | | | |
| City Hall | <input type="checkbox"/> | | | |
| County Building | <input type="checkbox"/> | | | |

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

To be filled out by Daley Center Security **ONLY**:
DELIVERY PERSONNEL INFORMATION:

| | |
|-------|-------|
| Date: | Time: |
|-------|-------|

| | Last | First | Middle |
|--------|------|-------|--------|
| Driver | | | |
| Helper | | | |

| | |
|-------------|--------|
| License No. | State: |
|-------------|--------|

VEHICLE INFORMATION:

| | | | |
|---------|-------|--------|-------|
| Vehicle | Make: | Model: | Year: |
|---------|-------|--------|-------|

| | | |
|---------------|------|--------|
| License Plate | No.: | State: |
|---------------|------|--------|

| | |
|-------------------|------|
| Transport License | No.: |
|-------------------|------|

CONTRACT NO. 11-84-87
SPECIAL CONDITIONS _____

EXHIBIT A

Juror Meal Form
Office of the Chief Judge - Richard J. Daley Center
Circuit Court of Cook County, Illinois

BREAKFAST ORDER

Breakfast hours -- 7:30 a.m. to 9:30 a.m.

Breakfast orders need to be placed by 4:30 p.m. the day before for next morning delivery.

Today's Date: _____ Meal Date: _____

Trial Judge: _____ Courtroom: _____

Case Number: _____ Deliver by: _____

Jury Status: Trial Deliberating Impaneled Sequestered Other _____

Breakfast basket includes donuts, bagels, muffins & sweet rolls

Total Breakfast Qty: _____

Beverages

Coffee Reg # _____ Coffee Decaf # _____

Hot Tea # _____ 2 % Milk # _____

Orange Juice # _____

Total Beverages Qty: _____

Name of Deputy completing form: _____

Signature of Deputy completing form: _____

Star/Badge #: _____ Phone #: _____

Vendor use only

AD Delivery Person _____

Dock Entrance Time _____

Deputy at Courtroom _____

Room Acceptance Time _____

Company Name - Phone # _____ - Fax # _____

CONTRACT NO. 11-84-87
SPECIAL CONDITIONS _____

EXHIBIT A

Juror Meal Form
Office of the Chief Judge - Richard J. Daley Center
Circuit Court of Cook County, Illinois
LUNCH ORDER
NEED 2 HOUR NOTICE

Today's Date: _____ Meal Date: _____

Trial Judge: _____ Courtroom: _____

Case Number: _____ Deliver by: _____

Jury Status: Trial Deliberating Impaneled Sequestered Other _____

ONE

SANDWICH/WRAP OR ONE SALAD PER PERSON

Sliced Turkey # on White _____ # on Wheat _____
Sliced Ham # on White _____ # on Wheat _____
Tuna Salad # on White _____ # on Wheat _____

Turkey Club BLT Wheat Wrap # _____ Southwest Chicken Wheat Wrap # _____

Veggie Burger # _____ Turkey Burger # _____

Chicago Style Hot Dog (all the toppings included) # _____

All sandwiches served with lettuce, tomato & Swiss cheese

Total Sandwiches/Wrap Qty: _____

Salads

Chef (meat) # _____ Caesar (no meat) # _____

French # _____ Ranch # _____ Italian # _____ 1000 Island # _____

Total Salads Qty: _____

Beverages

Coffee Reg # _____ Coffee Decaf # _____
Hot Tea # _____ Iced Tea # _____
Pepsi # _____ Diet Pepsi # _____ Sierra Mist # _____
Bottled Water # _____ 2 % Milk # _____

Total Beverages Qty: _____

Name of Deputy completing form: _____

Signature of Deputy completing form: _____

Star/Badge #: _____ Phone #: _____

Vendor use only

AD Delivery Person _____ Dock Entrance Time _____

Deputy at Courtroom _____ Room Acceptance Time _____

Company Name - Phone # _____ - Fax # _____

CONTRACT NO. 11-84-87
SPECIAL CONDITIONS

EXHIBIT A

Juror Meal Form
Office of the Chief Judge - Richard J. Daley Center
Circuit Court of Cook County, Illinois

SNACK ORDER

NEED 2 HOUR NOTICE - BEFORE 4:30 P.M.

Today's Date: _____ Meal Date: _____

Trial Judge: _____ Courtroom: _____

Case Number: _____ Deliver by: _____

Jury Status: Trial Deliberating Impaneled Sequestered Other _____

Snack basket will have fresh fruit, granola bars & chips

Total Snacks Qty: _____

Beverages

Coffee Reg # _____

Coffee Decaf # _____

Hot Tea # _____

Iced Tea # _____

Pepsi # _____

Diet Pepsi # _____

Sierra Mist # _____

Bottled Water # _____

2 % Milk # _____

Total Beverages Qty: _____

Name of Deputy completing form: _____

Signature of Deputy completing form: _____

Star/Badge #: _____ Phone #: _____

Vendor use only

AD Delivery Person _____

Dock Entrance Time _____

Deputy at Courtroom _____

Room Acceptance Time _____

Company Name- Phone # _____ - Fax # _____

CONTRACT NO. 11-84-87
SPECIAL CONDITIONS

EXHIBIT A

Juror Meal Form
Office of the Chief Judge - Richard J. Daley Center
Circuit Court of Cook County, Illinois

DINNER ORDER
NEED 2 HOUR NOTICE - BEFORE 5:00 p.m.

Today's Date: _____ Meal Date: _____

Trial Judge: _____ Courtroom: _____

Case Number: _____ Deliver by: _____

Jury Status: Trial Deliberating Impaneled Sequestered Other

Entrée

Greek Chicken Breast # _____ Pork Tenderloin # _____

Fried Perch # _____ Pasta Marinara # _____

Veggie Burger # _____ Turkey Club Wrap # _____

Cobb Salad # _____

Total Entrees Qty: _____

Side Salads are included with all entrée's

French # _____ Ranch # _____ Italian # _____ 1000 Island # _____

Total Salads Qty: _____

Beverages

Coffee Reg # _____ Coffee Decaf # _____

Hot Tea # _____ Iced Tea # _____

Pepsi # _____ Diet Pepsi # _____ Sierra Mist # _____

Bottled Water # _____ 2 % Milk # _____

Total Beverages Qty: _____

Name of Deputy completing form: _____

Signature of Deputy completing form: _____

Star/Badge #: _____ Phone #: _____

Vendor use only

AD Delivery Person _____ Dock Entrance Time _____

Deputy at Courtroom _____ Room Acceptance Time _____

Company Name - Phone # _____ - Fax # _____

BIDDER: America's Dog

PROPOSAL

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 11-84-87 for FOOD SERVICE FOR IMPANELED JURY TRIALS HELD AT THE RICHARD J. DALEY CENTER AND DOMESTIC VIOLENCE COURTHOUSES, CHICAGO for OFFICE OF THE CHIEF JUDGE OF COOK COUNTY, as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that in making this Proposal they waive all right to plead any misunderstanding regarding the same.

| The Proposer's response to this pricing proposal will be incorporated into the final contract. The County makes no guarantee that the services identified in this contract bid document will be required as of the dates or in the quantities indicated. | | | | |
|---|------------------|------|--------------------------|--|
| Information submitted for these sections must clearly refer to the appropriate section and must be provided in the sequence indicated. | | | | |
| FOOD ITEMS | | | | |
| Solely for the purpose of evaluating the proposals, quote on the following Food items. The estimated amounts represent quantities for a three (3) year period. The County reserves the right to request more or less of each item at the prices quoted. The County will pay no penalties if actual purchases are less than the estimated quantities indicated in the bid request. | | | | |
| Group A:1. Breakfast Beverages: The County is requesting a minimum of six (6) different 8 ounce beverages, including three (3) assorted juices, one (1) milk one (1) hot tea, and one (1) coffee for a total of 95,000 items. Provide the item name, quantity, unit price and extended price of each beverage you will provide. | | | | |
| Price for Breakfast Beverages | | | | |
| Type of Beverage | No. of Beverages | UOM | Unit Price to the County | Extended Price (No. of Beverages x Unit Price) |
| 1. ORANGE JUICE | 15,833 | Each | \$ 2.09 | \$ 33,091 33 090.97 |
| 2. APPLE JUICE | 15,833 | Each | \$ 2.09 | \$ 33,091 33 090.97 |
| 3. CRAN JUICE | 15,833 | Each | \$ 2.09 | \$ 33,091 33 090.97 |
| 4. MILK | 15,833 | Each | \$ 2.09 | \$ 33,091 3 090.97 |
| 5. TEA | 15,833 | Each | \$ 2.09 | \$ 33,091 33 090.91 |
| 6. COFFEE | 15,835 | Each | \$ 2.09 | \$ 33,091 33 095.15 |
| A:1 Total Estimated Extended Cost for Group A:1 Breakfast Beverages | | | | \$ 198,546 198,550 |

BAR
BAR
BAR

PROPOSAL

Group A:2. Breakfast Assorted Donuts, Bagels, Muffins, & Sweet Rolls: The County is requesting a

minimum of five (5) different types of Donuts, Bagels, Muffins, & Sweet Rolls for a total of **70,000** items.

Provide the item name, quantity, unit price and extended price of each type of donut you will provide.

| Price for Breakfast Assorted Donuts | | | | |
|---|------------------------|------|--------------------------|---|
| Type of Assorted Pastry | No. of Assorted Pastry | UOM | Unit Price to the County | Extended Price (No. of Pastry x Unit Price) |
| 1. PLAIN BAGEL | 20,000 | Each | \$ 2.28 | \$ 45,600 |
| 2. PLAIN DONUT | 20,000 | Each | \$ 2.28 | \$ 45,600 |
| 3. CHOC DONUT | 10,000 | Each | \$ 2.28 | \$ 22,800 |
| 4. SWEET ROLL | 10,000 | Each | \$ 2.28 | \$ 22,800 |
| 5. CROSSANT | 10,000 | Each | \$ 2.28 | \$ 22,800 |
| A:2 Total Estimated Extended Cost for Group A:2 Breakfast Assorted Donuts, Bagels, Muffins, & Sweet Rolls | | | | \$ 159,600 |
| GRAND TOTAL BREAKFAST GROUP A:1 THROUGH A:2: | | | \$ | 358,146 |

NAP
358,150

Group B:1. Box Lunch: The County is requesting a minimum of eight (8) different types of sandwiches, including one wrap, with at least one (1) turkey and one (1) vegetarian option for a total of 72,000 servings. Provide item name, quantity, unit price and extended price of each item you will provide.

| Price for Lunch Sandwiches | | | | |
|--|-----------------|------|--------------------------|---|
| Type of Sandwich | No. of Servings | UOM | Unit Price to the County | Extended Price (No. of Servings x Unit Price) |
| 1. Chicago Style Hot Dog | 15,000 | Each | \$ 3.00 | \$ 45,000 |
| 2. Tuna Salad Sand | 15,000 | Each | \$ 3.00 | \$ 45,000 |
| 3. Turkey Burger | 10,000 | Each | \$ 4.00 | \$ 40,000 |
| 4. VEGI Burger | 10,000 | Each | \$ 2.50 | \$ 25,000 |
| 5. Turkey SAND | 4,000 | Each | \$ 4.50 | \$ 18,000 |
| 6. Ham SAND | 4,000 | Each | \$ 4.50 | \$ 18,000 |
| 7. Turkey BLT Wrap | 4,000 | Each | \$ 4.50 | \$ 18,000 |
| 8. Chicken Wrap | 4,000 | Each | \$ 4.50 | \$ 18,000 |
| B:1 Total Estimated Extended Cost for Group B:1 Lunch Sandwiches | | | | \$ 227,000 |

PROPOSAL

Group B:2. Lunch Beverages: The County is requesting a minimum of seven (7) different types of beverages, including one (1) 10 ounce bottled water, four (4) 12 ounce assorted sodas and two (2) 12 ounce diet sodas for a total of 80,000 items. Provide the item name, quantity, unit price and extended price of each beverage you will provide.

| Price for Lunch Beverages | | | | |
|---|------------------|------|--------------------------|--|
| Type of Beverage | No. of Beverages | UO M | Unit Price to the County | Extended Price (No. of Beverages x Unit Price) |
| 1. BTL WATER | 50,000 | Each | \$ 1.50 | \$ 75,000 |
| 2. REG PEPSI or COKE | 5,000 | Each | \$ 1.75 | \$ 8,750 |
| 3. 7UP/MIST/SPEITE | 5,000 | Each | \$ 1.75 | \$ 8,750 |
| 4. MT DEW | 5,000 | Each | \$ 1.75 | \$ 8,750 |
| 5. ICE TEA | 5,000 | Each | \$ 1.75 | \$ 8,750 |
| 6. DIET PEPSI or COKE | 5,000 | Each | \$ 1.75 | \$ 8,750 |
| 7. DIET 7UP or MIST | 5,000 | Each | \$ 1.75 | \$ 8,750 |
| B-2 Total Estimated Extended Cost for Group B:2 Lunch Beverages | | | | \$ 127,500 |

↳ 127,500

Group B:3. Lunch Salads The County is requesting a minimum of (2) different types of 8 oz salads for a total of 72,000 servings. Provide item name, quantity, unit price and extended price of each item you will provide.

| Price for Lunch Salads | | | | |
|--|-----------------|------|--------------------------|---|
| Type of <u>Lunch</u> Salad | No. of Servings | UO M | Unit Price to the County | Extended Price (No. of Salads x Unit Price) |
| 1. CHEF SALAD | 12,000 | Each | \$ 5.75 | \$ 69,000 |
| 2. CAESAR SALAD | 60,000 | Each | \$ 3.25 | \$ 195,000 |
| B-3 Total Estimated Extended Cost for Group B:3 Lunch Salads | | | | \$ 264,000 |

264,000

GRAND TOTAL LUNCH GROUP B:1 THROUGH B:3:

\$ - left blank intentionally

Group C:1.B:4. Lunch Chips: The County is requesting a minimum of five (5) different types of 1.5 ounce bags of snack lunch chips for a total of 72,000 items. Provide the item name, quantity, unit price and extended price of each type of snack lunch chip bag you will provide.

PROPOSAL

Price for Lunch Chips Bags

| Type of Snack <u>Lunch</u> Chip Bag | No. of Chip Bags | UO M | Unit Price to the County | Extended Price (No. of Chip Bags x Unit Price) |
|--|------------------|------|--------------------------|--|
| 1. REG. POTATOE CHIP | 14,400 | Each | \$ 1.25 | \$ 18,000 |
| 2. BBQ POTATOE CHIP | 14,400 | Each | \$ 1.25 | \$ 18,000 |
| 3. PRETZELS | 14,400 | Each | \$ 1.25 | \$ 18,000 |
| 4. BAKED CHIPS | 14,400 | Each | \$ 1.25 | \$ 18,000 |
| 5. GRANOLA/CHIP | 14,400 | Each | \$ 1.25 | \$ 18,000 |
| C:1 B:4 Total Estimated Extended Cost for Group C:1 B:4 Snack <u>Lunch</u> Chip Bags | | | | \$ 90,000 |

Group C:2. B:5 Lunch Fruit: The County is requesting a minimum of three (3) different types of fruit for a total of 72,000 items. Provide the item name, quantity, unit price and extended price of each beverage Lunch Fruit you will provide.

Price for Lunch Fruit

| Type of <u>Lunch</u> Fruit | No. of Fruit Servings | UO M | Unit Price to the County | Extended Price (No. of Fruit x Unit Price) |
|--|-----------------------|------|--------------------------|--|
| 1. APPLE | 24,000 | Each | \$.75 | \$ 18,000 |
| 2. ORANGE | 24,000 | Each | \$.75 | \$ 18,000 |
| 3. BANANA | 24,000 | Each | \$.75 | \$ 18,000 |
| C:2 B:5 Total Estimated Extended Cost for Group C:2 B:5 Snack <u>Lunch</u> Fruit | | | | \$ 54,000 |

GRAND TOTAL LUNCH GROUP B:1 THROUGH B:5:

\$ 762,500

Group C:1. Snack Chips: The County is requesting a minimum of five (5) different types of 1.5 ounce bags of snack chips for a total of 30,000 items. Provide the item name, quantity, unit price and extended price of each type of snack chip bag you will provide.

PROPOSAL

Price for Snack Chips Bags

| Type of Snack Chip Bag | No. of Chip Bags | UO M | Unit Price to the County | Extended Price (No. of Chip Bags x Unit Price) |
|---|------------------|---------|-----------------------------|---|
| 1. POTATO CHIP REG | 6,000 | Each | \$ 1.15 | \$ 6,900 |
| 2. POTATO CHIP BBQ | 6,000 | Each | \$ 1.15 | \$ 6,900 |
| 3. PRETZEL | 6,000 | Each | \$.60 | \$ 3,600 |
| 4. BAKED CHIP | 6,000 | Each | \$.60 | \$ 3,600 |
| 5. GRANOLA/CHIP | 6,000 | Each | \$.40 | \$ 2,400 |
| C:1 Total Estimated Extended Cost for Group C:1 Snack Chip Bags | | | | \$ 23,400 |

Group C:2. Snack Fruit: The County is requesting a minimum of three (3) different types of fruit for a total of 30,000 items. Provide the item name, quantity, unit price and extended price of each beverage you will provide.

| Price for Snack Fruit | | | | |
|---|--------------------------|---------|-----------------------------|---|
| Type of <u>Snack</u> Fruit | No. of Fruit Servings | UO M | Unit Price to the County | Extended Price (No. of Fruit x Unit Price) |
| 1. APPLE | 10,000 | Each | \$.50 | \$ 5,000 |
| 2. ORANGE | 10,000 | Each | \$.50 | \$ 5,000 |
| 3. BANANA | 10,000 | Each | \$.50 | \$ 5,000 |
| C:2 Total Estimated Extended Cost for Group C:2 Snack Fruit | | | | \$ 15,000 |

Group C:2. C:3 Snack Beverages: The County is requesting a minimum of seven (7) different types of beverages, including one (1) 10 ounce bottled water, four (4) 12 ounce assorted sodas and two (2) 12 ounce diet sodas for a total of 30,000 items. Provide the item name, quantity, unit price and extended price of each beverage you will provide.

PROPOSAL

| Price for Snack Beverages | | | | |
|---|------------------|------|--------------------------|--|
| Type of <u>Snack</u> Beverage | No. of Beverages | UO M | Unit Price to the County | Extended Price (No. of Beverages x Unit Price) |
| 1. BTL Water | 5000 | Each | \$.56 | \$ 22,500 |
| 2. Reg Pepsi or Coke | 2500 | Each | \$.75 | \$ 4375 |
| 3. 7UP/MIST/SPRITE | 2500 | Each | \$.75 | \$ 4375 |
| 4. MTDEN | 2500 | Each | \$.75 | \$ 4375 |
| 5. ICED TEA | 2500 | Each | \$.75 | \$ 4375 |
| 6. DIET PEPSI | 2500 | Each | \$.75 | \$ 4375 |
| 7. DIET 7UP/MIST | 2500 | Each | \$.75 | \$ 4375 |
| C-2 C-3 Total Estimated Extended Cost for Group C-2 C-3 Snack Beverages | | | | \$ 48,750 |

GRAND TOTAL SNACK GROUP C:1 THROUGH C:2 C:3:

\$ 87,150

Group D:1. Dinner Entrees: The County is requesting a minimum of seven (7) different types of entrees, with at least four (4) hot entrees, and at least one (1) vegetarian option for a total of 900 items. Provide the item name, quantity, unit price and extended price of each type of item you will provide.

| Price for Box Meal Dinner Entrees | | | | |
|--|-----------------------|------|--------------------------|---|
| Type of Dinner Entrees | No. of Dinner Entrees | UO M | Unit Price to the County | Extended Price (No. of Dinner Entrees x Unit Price) |
| 1. Grilled Chick | 128 | Each | \$ 5.50 | \$ 704 |
| 2. Pork TEND | 128 | Each | \$ 5.56 | \$ 704 |
| 3. VEG PASTA w/MIX | 128 | Each | \$ 5.50 | \$ 704 |
| 4. PASTA PRIMAVENT | 128 | Each | \$ 5.50 | \$ 704 |
| 5. FRIED FISH | 128 | Each | \$ 5.50 | \$ 704 |
| 6. CHEESEBURGER | 128 | Each | \$ 5.50 | \$ 704 |
| 7. TURKEY WRAP | 132 | Each | \$ 5.50 | \$ 726 |
| D:1 Total Estimated Extended Cost for Group D:1 Dinner Entrees | | | | \$ 4956 |

900

4,950.00

BIDDER: AMERICA'S DOG

PROPOSAL

Group D:2. **Dinner** Side Salads: The County is requesting a minimum of two (2) different types of **4 oz** salads for a total of 900 items. Provide the item name, quantity, unit price and extended price of each type of sandwich **dinner side salad** you will provide.

| Price for Box-Meal <u>Dinner Side Salads</u> | | | | |
|--|---------------|---------|--------------------------|---|
| Type of <u>Dinner Side</u> Salads | No. of Salads | UO M | Unit Price to the County | Extended Price (No. of Salads x Unit Price) |
| 1. Garden Salad | 450 | Each | \$ 2.00 | \$ 900 |
| 2. Pasta Salad | 450 | Each | \$ 2.00 | \$ 900 |
| D-2 Total Estimated Extended Cost for Group D-2 <u>Dinner Side Salads</u> | | | | \$ 1800 |

Group D:5 **D-3**. Box-Meal **Dinner** Beverages: The County is requesting a minimum of seven (7) different types of **Dinner** beverages, including one (1) 10 ounce bottled water, four (4) 12 ounce assorted sodas and two (2) 12 ounce diet sodas for a total of 900 items. Provide the item name, quantity, unit price and extended price of each beverage you will provide.

| Price for Box-Meal <u>Dinner Beverages</u> | | | | |
|--|------------------|---------|--------------------------|--|
| Type of <u>Dinner Beverage</u> | No. of Beverages | UO M | Unit Price to the County | Extended Price (No. of Beverages x Unit Price) |
| 1. Bottled Water | 128 | Each | \$ 2.00 | \$ 256 |
| 2. Reg Pepsi / Coke | 128 | Each | \$ 2.00 | \$ 256 |
| 3. 7UP/MIST/SLICE/SPRITE | 128 | Each | \$ 2.00 | \$ 256 |
| 4. Mt Dew | 128 | Each | \$ 2.00 | \$ 256 |
| 5. Iced Tea | 128 | Each | \$ 2.00 | \$ 256 |
| 6. Diet Pepsi / Coke | 128 | Each | \$ 2.00 | \$ 256 |
| 7. Diet 7UP/MIST/SPRITE | 132 | Each | \$ 2.00 | \$ 264 |
| D-5 <u>D-3</u> Total Estimated Extended Cost for Group D-5 <u>D-3 Dinner Beverages</u> | | | | \$ 1800 |

GRAND TOTAL DINNER GROUP D:1 THROUGH D:5 **D-3**:

\$ 8550 - @ 1800

GRAND TOTAL GROUP A:1 THROUGH D:5 **D-3**

\$ 1216346 - 1216350.00

BAT

QUALIFICATIONS

America's Dog has 5 locations and has a full service catering department.

America's Dog at Navy Pier-700 East Grand Ave Chicago IL 60611

America's Dog at Randolph-22 East Randolph Chicago IL 60601

America's Dog at Adams St-21 East Adams Chicago IL 60603

America's Dog at Lincoln Park-2300 North Lincoln Ave Chicago IL 60614

America's Dog at O'Hare International Airport

Owner and Operators

Manolis D Alpogianis has been in the food industry for over 25 years. He started his career at California Pizza Kitchen where after 2 years he left as a Store Manager. He then went on to become a manager at Lettuce Entertain you and was there 5 years until he started his own company in 1995. He currently owns and operates 7 restaurants in Chicago including O'Hare Airport.

George D Alpogianis graduated from culinary school to become the Corporate Chef at Rosebud Restaurants. He went on to be the head Chef at Lawry's and is now part owner and operator of America's Dog Restaurants since 1995.

Mary K Gardner has been employed with America's Dog as the Catering Manager since 1998. She is hands on with all catering clients and is onsite for all preparation and delivery of all catering orders.

REFERENCES

Cook County Court House

Lanice Mitchell 312-603-6545
Office of the Chief Judge
Richard J. Daley Center
50 W. Washington Street
Room 2600A

Ernst & Young

Tanya Kukla 312-879-3400
155 North Wacker Drive
Chicago IL 60601

Chicago Public Schools

Leona Shannon 773-553-5139
1258 South Clark Street
16th Floor
Chicago IL 60603

CONTINGENCY PLAN

America's Dog has 5 locations within blocks of the Cook County Court House. We have the ability to move our operation if needed to one of our other locations to provide the most efficient uninterrupted service.

Quality Control

America's Dog has an outside contractor that does a Quality Control check at our locations on a Quarterly basis

Time and Temperature is done 3 times daily

Tasting is done each day on all food items

4 Certified Food Service Managers on site at each location

**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, 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 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: EDUCATIONAL ADVANTAGE
Address: 5757 N STREEDAN RD #14H
E-mail: SHARON.BARSON@GMAIL.COM
Contact Person: SHARON BARSON Phone: 312.415.0955
Dollar Amount Participation: \$ 12,634.60
Percent Amount of Participation: 10 %

*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

MBE/WBE Firm: MISSISSIPPI RICKS
Address: 3351 S King Drive Chicago IL 60608
E-mail: RICARDO WILLIAMS 294@GMAIL.COM
Contact Person: RICK WILLIAMS Phone: 312.459.9490
Dollar Amount Participation: \$ 304,086
Percent Amount of Participation: 25 %

*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than five (5) business days after the reverse auction event date.**

LETTER OF INTENT (SECTION 2)

MWBE Firm: EDUCATIONAL ADVANTAGE

Contract #: 11-84-87

Address: 5757 N SHERIDAN RD #144

City/State/ Zip: CHICAGO IL 60660

Contact Person: SHARON BARSON

Phone: 312-415-0955 Fax: 773-275-2596

Certification Expiration Date: SEPT 14, 2012

Race/Gender: W, F

Email: SHARON.BARSON@GMAIL.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:

ACCOUNTING/BILL PAYMENT/SYSTEMS TRAINING CONSULTING

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

10% EDM 90

(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 Fees/ Cost were completed.

Sharon Barson Signature (MWBE)

M.D. Arpogianis Signature (Prime Bidder/Proposer)

SHARON BARSON Print Name

M.D. ARPOGIANIS Print Name

EDUCATIONAL ADVANTAGE Firm Name

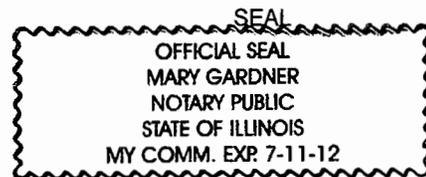
AMERICA'S DOG Firm Name

10/19/11 Date

10/19/11 Date

Subscribed and sworn before me this 19th day of October, 2011.

Mary Gardner Notary Public



THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE

PRESIDENT

| | | | |
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| EARLEAN COLLINS | 1st Dist. | PETER N. SILVESTRI | 9th Dist. |
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September 14, 2011

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

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

Ms. Sharon Barson, President
Educational Advantage, Inc.
5757 N. Sheridan Road – Suite 144
Chicago, Illinois 60660

Annual Certification Expires: September 14, 2012

Dear Ms. Barson:

We are pleased to inform you that **Educational Advantage, Inc.** has been Re-certified as a **WBE** by Cook County Government. This **WBE** Certification is valid until **September 14, 2012**; however your firm must be revalidated annually. Your firm's next annual validation is required by **September 14, 2012**.

As a condition of continued Certification during this three (3) year period, you must file a **"No Change Affidavit"** within **sixty (60) days** prior to the date of annual expiration. Please include the **non-refundable fee of \$50.00**, payable to **Cook County Department of Revenue**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

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

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

Food Service: Restaurant Management and Staff Training Programs;
Consulting: Small Retail Business

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

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

Sincerely,

LaVerne Hall
Director
LH/gb

September 14, 2011

Ms. Sharon Barson, President
Educational Advantage, Inc.
5757 N. Sheridan Road – Suite 144
Chicago, Illinois 60660

Annual Certification Expires: September 14, 2012

Dear Ms. Barson:

We are pleased to inform you that **Educational Advantage, Inc.** has been Re-certified as a **WBE** by Cook County Government. This **WBE** Certification is valid until **September 14, 2014**; however your firm must be revalidated annually. Your firm's next annual validation is required by **September 14, 2012**.

As a condition of continued Certification during this three (3) year period, you must file a **"No Change Affidavit"** within **sixty (60) days** prior to the date of annual expiration. **Please include the non-refundable fee of \$50.00, payable to Cook County Department of Revenue.** Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

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

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

**Food Service: Restaurant Management and Staff Training Programs;
Consulting: Small Retail Business**

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

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

Sincerely,



LaVeme Hall
Director
LH/gb



LETTER OF INTENT (SECTION 2)

M/WBE Firm: MISSISSIPPI RICKS Contract #: 11-84-87
Address: 3351 S King Dr Chicago 60608 City/State/ Zip: CHICAGO, IL
Contact Person: RICARDO WILLIAMS Phone: 3-459-9496 Fax: N/A
Certification Expiration Date: _____ Race/Gender: M AA
Email: RICARDO WILLIAMS294@gmail.com

Participation: Direct [] Indirect

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

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

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

Food Service
Dir Asst / Personnel Assistance

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

25%
EDM 90

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

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

Ricardo Williams
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

RICARDO WILLIAMS
Print Name

MDAPOGIANIS
Print Name

MISSISSIPPI RICKS
Firm Name

AMERICAN STAG
Firm Name

10/19/11
Date

10/19/11
Date

Subscribed and sworn before me this 19th day of October, 2011.

Notary Public Mary Gardner





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

April 30, 2008

Richard Williams, Owner
Mississippi Ricks
3351 South King Drive
Chicago, IL 60616

Annual Affidavit Certificate Expires: **June 1, 2009**
Vendor Number: 1054671

Dear Mr. Williams.:

Congratulations on your continued eligibility for certification as a **DBE** by the City of Chicago. This **DBE** certification is valid until **June 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **June 1, 2009**.

As a condition of continued certification during this five-year period, you must continue to file a No-Change Affidavit within 60 days prior to the date of expiration. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** Failure to file this Affidavit will result in the termination of your certification.

You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will appear in the Illinois Unified Certification Program (ILUCP) DBE Directory. The Directory can be accessed via Internet at <http://www.dot.state.il.us/ucp/ucp.html>. Area(s) of specialty will be listed as:

Restaurant; Catering Services; Retail Sales of Food and Beverages

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

Thank you for your continued interest in the City's Disadvantaged Business Enterprise Program.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/mck

IL UCP Host: City of Chicago





CITY OF CHICAGO
OFFICE OF COMPLIANCE

October 18, 2011

Ricardo Williams
Mississippi Rick's
3351 S. King Dr.
Chicago, IL 60616

Dear Ricardo Williams:

Your No Change Affidavit for continued certification as a Disadvantaged Business Enterprise (DBE) is being reviewed. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your current Disadvantaged Business Enterprise (DBE) certification until **November 28, 2011**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **Disadvantaged Business Enterprise (DBE) goals** in the specialty area(s) listed in the online MWDBE Directory available from

[href="https://chicago.mwdbe.com/">https://chicago.mwdbe.com/](https://chicago.mwdbe.com/).

If you have any questions, please contact our office at 312-744-4900

Sincerely,

Michael Chambers
Senior Compliance Officer

THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

| | | | |
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| | | ELIZABETH ANN DOODY GORMAN | 17th Dist. |



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
E-MAIL: bherry@cookcounty.gov.com
TEL (312) 603-5502
FAX (312) 603-4547

May 29, 2008

Mr. Ricardo Williams, Owner
Mississippi Ricks
3351 S. King Drive
Chicago, Illinois 60616

Annual Certification Expires: May 29, 2009

Dear Mr. Williams

We are pleased to inform you that Mississippi Ricks has been certified as a **MBE (6)** by Cook County Government. This **MBE (6)** Certification is valid until **May 29, 2011**; however your firm must be revalidated annually. Your firm's next annual validation is required by May 29, 2009.

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

Cook County Government may commence action to remove your firm as a **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 status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

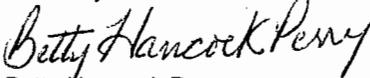
Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Restaurant: Catering Services; Sales of Food and Beverage Services

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


Betty Hancock Perry
Director, Office of Contract Compliance

BHP:sr

Enclosed: **No Change Affidavit**

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 N/A
- _____ % 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

_____ N/A _____

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

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

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

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

_____ 22 E. RANDOLPH _____
_____ CHIC IL 60601 _____

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

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

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

_____ Applicant has no "Substantial Owner."

OR:

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

_____ N/A _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

_____ N/A _____

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

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: AMERICAN DOG D/B/A: _____ EIN NO.: 20-5217339

Street Address: 22 E. RANDOLPH ST

City: CHICAGO State: IL Zip Code: 60601

Phone No.: 312-345-0100

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 |
|----------------------|------------------------------------|---|
| MANOVS D. ARDOGIANIS | 3640 N. BOSWORTH #35 CHIC IL 60611 | 100% |

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] 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.

M. D. ARDOGIANIS
 Name of Authorized Applicant/Holder Representative (please print or type)

M.D. Ardogianis
 Signature

MANOVSD@TAPRESTAURANTS.COM
 E-mail address

Pres
 Title

10/19/11
 Date

312-593-2202
 Phone Number

Subscribed to and sworn before me this 19 day of October, 2011.

Mary Gardner
 Notary Public Signature





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

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: M.D. ALBORIANIS Title: Pres

Business Entity Name: AMERICA'S DOG Phone: 312-593-2202

Business Entity Address: 22 E. RANDOLPH CHIC IL 60611

_____ 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.

M.D. Alborianis
Owner/Employee's Signature Date 10/19/11

Subscribe and sworn before me this 19th Day of October, 2011

a Notary Public in and for Cook County

Mary Gardner
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires 7-11-12

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 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: AMERICA'S DOG
BUSINESS ADDRESS: 22 E. RANDOLPH ST
CHICAGO IL 60601
BUSINESS TELEPHONE: 312-593-2202 FAX NUMBER: 888-645-4541
CONTACT PERSON: MANOLIS
FEIN: 20-5217339 *IL CORPORATE FILE NUMBER: 3176-1201

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: M. D. ARPOQIANIS VICE PRESIDENT: EM ARPOQIANIS
SECRETARY: George ARPOQIANIS *TREASURER: _____
**SIGNATURE OF PRESIDENT: M.D.
ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this
19th day of Oct, 2011.

x Mary Gardner
Notary Public Signature

My commission expires:
7-11-12



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

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

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Joni Preezworska

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Marcia de Arceus Cos

COOK COUNTY PURCHASING AGENT

Robert Reibold

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 1 DAY OF February, 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

11-84-87

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 1,216,350.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: 310-223

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

TONI PRECKWINKLE
PRESIDENT



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

MARIA DE LOURDES COSS
PURCHASING AGENT

ADDENDUM NO. 1

DATE: OCTOBER 7, 2011

FOOD SERVICE FOR IMPANELED JURY TRIALS HELD AT THE RICHARD J.
DALEY CENTER AND DOMESTIC VIOLENCE COURTHOUSES, CHICAGO
FOR
THE OFFICE OF THE CHIEF JUDGE
CIRCUIT COURT OF COOK COUNTY

CONTRACT NO. 11-84-87

TO: ALL BIDDERS OF RECORD

SUMMARY – GENERAL

- A. GENERAL: THIS ADDENDUM REVISES BID DOCUMENTS. THIS ADDENDUM IS ISSUED TO BIDDERS OF RECORD PRIOR TO EXECUTION OF CONTRACT, AND FORMS A PART OF CONTRACT DOCUMENTS AND MODIFIES PREVIOUSLY ISSUED DOCUMENTS. INsofar AS PREVIOUSLY ISSUED CONTRACT DOCUMENTS ARE INCONSISTENT WITH MODIFICATIONS INDICATED BY THIS ADDENDUM, MODIFICATIONS INDICATED BY THIS ADDENDUM SHALL GOVERN. WHERE ANY PART OF THE CONTRACT DOCUMENTS ARE MODIFIED BY THIS ADDENDUM, ALL UNALTERED PROVISIONS SHALL REMAIN IN EFFECT.
- B. BID FORM: ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN SPACE PROVIDED ON BID FORM ON THE PROPOSAL PAGE. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.
- C. ATTACHMENTS: THE ADDENDUM INCLUDES ATTACHMENTS DESCRIBED IN THIS ADDENDUM. ONE COPY OF EACH ATTACHMENT IS ISSUED WITH THIS ADDENDUM, UNLESS OTHERWISE INDICATED. CHECK RECEIPT OF ATTACHMENTS ISSUED WITH THIS ADDENDUM.
- D. FILING: INSERT ATTACHMENTS IN RESPECTIVE CONTRACT DOCUMENT IN CORRECT SEQUENCE AND LOCATION. REVISE SPECIFICATION CONTENTS AND DRAWING LIST TO REFLECT MODIFICATIONS OF THE ADDENDUM, AS APPLICABLE.

E. Questions:

Question 1: Can the last bid be viewed?

Answer: Yes, bidders are required to fill out a request for Freedom of Information(FOI) if they want to view the last bid. The prior contract number was 07-84-374. For more information about FOIs, please contact Maureen Walsh at 312-603-5381 or email maureen.walsh@cookcountyil.gov.

Question 2: Does the County taste the food of the vendors?

Answer: As per the contract, vendors are subject to inspection, which can include tasting the food to inspect quality, taste, and temperature.

Question 3: How is the quality of the food thus far?

Answer: The current vendor is in compliance with contract standards thus far.

Question 4: Why are the previous gross sales amounts for the last year listed only as a 7 month increment?

Answer: Preparation for this contract began in May 2011, so this is a result of a timing issue. Gross sales before taxes from Services to the Court at the Daley center for October 2010 – September 2011 are \$364,653.49. Please refer to the attached Special Conditions page SC-4A.

Question 5: Is there a list of approved MBE/WBE?

Answer: Yes, please visit the Cook County Government website/Under Agencies (Department of Finance) and you will find the Contract Compliance section which list the directory of Cook County certified M/WBE firms. The County also recognizes the City of Chicago's certified firms so you can also check their online directory for approved M/WBE firms.

Question 6: If my company is majority owned by women, does that affect the MBE/WBE requirement?

Answer: Only if the company is a “certified” women owned firm; if so the company can count all of the services they will provide as WBE participation. However if the firm is not certified as a WBE firm it will need to meet the goals for both MBE and WBE participation.

Question 7 If prime company is certified woman owned business, do you still need to obtain an outside vendor to satisfy MBE/WBE?

Answer: If the prime company is a certified women owned business then it will only need to identify an outside vendor to satisfy the MBE goal.

Question 8 Can I ask the current vendor any questions before the contract is awarded?

Answer: No, but per the contract, there is a conversion period in which you may work with the current vendor to ensure a smooth transition if you are awarded the contract.

Question 9: Is there a certain amount of lead time for deliveries?

Answer: There will be at least a two (2) hour notice given on all orders. Please refer to the attached Special Conditions page SC-5, last paragraph.

Question 10: Are deliveries brought in through the loading dock?

Answer: Deliveries are made through the dock with compliance of building security standards.

Question 11: Can deliveries be brought in through the front door?

Answer: Deliveries may be brought through the front door, but this is strongly discouraged, as there is no street parking, and the transition process from parking to delivery will not be as smooth, which could affect delivery.

Question 12: What is the notice required for a delivery dock?

**Contract No. 11-84-87 - Addendum No. 1.
Page Four**

Answer: All regular vendors will provide building security with the names and credentials of those who will be making deliveries for an agreed upon timeframe. Resubmission of these documents will take place when the time has elapsed (i.e. monthly submissions). A 24 -48 hour notice will not be required if these steps are taken. Additionally, certificates of insurance must be maintained with the building. Please refer to the attached Special Conditions page SC-19A.

Question 13: How much time does the process from parking at the dock to delivery take?

Answer: The process usually takes about five (5) minutes to verify a current license, confirm the employee is approved for deliveries, and search the vehicle. Please refer to the attached Special Conditions page SC-19A.

Question 14: Is there ever a time that the dock is full?

Answer: There is usually no more than a 15 minute wait.

Question 15: Is the dock ever closed?

Answer: No, the dock is open 24 hours. Please refer to the attached Special Conditions page SC-19A.

Question 16: Is it a flat dock or is the dock truck height?

Answer: The dock is truck height with a 12' maximum. Please refer to the attached Special Conditions page SC-19A.

Question 17: Can invoices be emailed?

Answer: Yes, invoices may be emailed. All supporting documentation to support the invoice must be included as well.

Question 18: Can the vendors notarize the letter of intent for MBE/WBE, as there is only one notary line? Concerned about getting the vendor and all subcontractors together to notarize at once.

**Contract No. 11-84-87 - Addendum No. 1.
Page Four**

Answer: There should be separate letters of intent for each M/WBE vendor; each notarize letter of intent should have a separate signature for the vendor and the subcontractor.

Question 19: Can we leave blank spaces on the attached forms if the situation does not apply?

Answer: Please state NA on the spaces that do not apply so we know that the question has been reviewed and does not apply to your response.

Question 20: What is the average number of juries on a daily basis?

Answer: The number of juries varies depending on the need of the court. Jury trials do not receive meals on the first day of trial. The most accurate way to depict an average of food to be served would be to give the number of jurors that receive meals. Following is the daily average for a 6 month period of January 2011 – June 2011.

| | | | | | |
|-----------------|-----------|-------------------|-----------|----------------|-----------|
| Monday: | 53 | Wednesday: | 96 | Friday: | 78 |
| Tuesday: | 88 | Thursday: | 92 | | |

**This is an average of 407 jurors per week, or 30 trials per week.
Please refer to the attached Special Conditions page SC-4A.**

F. Changes:

ITEM NO. 1 – EXHIBITS PAGE I-4

CHANGE FROM: REMOVE THE EXHIBITS PAGE 1-4

CHANGE TO: INSERT THE ATTACHED EXHIBITS PAGE I-4A.

**ITEM NO. 2 – SPECIAL CONDITIONS PAGES SC-4, SC-9, SC-10, SC-11, SC-12, SC-13,
AND SC-19**

CHANGE FROM: REMOVE THE SPECIAL CONDITIONS PAGES SC-4, SC-9, SC-10, SC-11, SC-12, SC-13, AND SC-19.

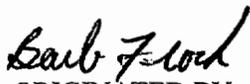
CHANGE TO: INSERT THE ATTACHED SPECIAL CONDITIONS PAGES SC-4A, SC-9A, SC-10A, SC-11A, SC-12A, SC-13A, AND SC-19A.

Contract No. 11-84-87 - Addendum No. 1.
Page Five

ITEM NO. 3 – EXHIBIT B PAGES E-5A AND E-6A

CHANGE TO: ADD EXHIBIT B PAGES E-5A AND E-6A AFTER
 EXHIBIT A PAGE E-4.

G. Pre-Bid Conference Attendee Sign-In attached.


ORIGINATED BY:
BARB FLOCK, CPPB
SPECIFICATIONS ENGINEER


BR
MARIA DE LOURDES COSS, CPPO
PURCHASING AGENT
OF COOK COUNTY

EXHIBITS

PAGE

Exhibit A: Meal Request Form

E-1 THRU E-4

**Exhibit B: MB Real Estate and
Certificate of Liability Insurance**

E-5A THRU E-6A

SPECIAL CONDITIONS

CONTRACT NO. 11-84-87

October 2008 – September 2009 (12 months) \$335,466

October 2009 – September 2010 (12 months) \$353,315

October 2010 – April 2011 (~~7 months~~) September 2011 (12 months)
\$194,800 \$364,653.49

The number of juries varies depending on the need of the court. Jury trials do not receive meals on the first day of trial. The most accurate way to depict an average of food to be served would be to give the number of jurors that receive meals. Following is the daily average for a 6 month period of January 2011 – June 2011.

Monday: 53 Wednesday: 96 Friday: 78
Tuesday: 88 Thursday: 92

The Contractor shall provide boxed meals and snacks to jurors and courtroom personnel as requested. The number of meals cannot be determined in advance.

Breakfast – A continental style breakfast shall include a minimum of two items, unless ordered in lesser quantities:

(a) a choice of five different beverages, including an eight ounce regular or decaffeinated hot coffee or tea served either in insulated individual containers or in insulated pots to maintain proper temperature (containers may be disposable), an eight ounce chilled fruit or vegetable juice, or an eight ounce carton of two-percent, 2% milk.

(b) a choice of prepackaged pastry; donut, muffin, bagel, or similar assorted baked goods.

Lunch – A boxed lunch can include a minimum of three items including either choice of a sandwich with a bag of 1.5 ounce snack chips, or a choice of 8 ounce salad, and a beverage, unless ordered in lesser quantities:

(a) a choice of either eight hot and cold sandwich selections, including one wrap, one of which shall be turkey and one shall be vegetarian (minimum 4 ounces of meat, 6.5 ounces overall), with a choice of breads (fresh daily) or a fresh or prepackaged 8 ounce salad with mixed greens;

(b) a choice of a 1.5 ounce bag of snack chips or eight ounce chilled fruit cup or fresh fruit;

I a choice of seven different beverages, including a ten ounce, chilled bottled water, and a twelve ounce chilled carbonated soda or iced tea, an eight ounce regular or decaffeinated hot coffee or hot tea served either in insulated individual containers or in insulated pots to maintain proper temperature (containers may be disposable). Carbonated Soda products must be name-brand only, available in regular and diet, limited to products produced by Pepsi, Coca-Cola, Royal Crown, Dr. Pepper, and their affiliate brands;

Snack – A snack shall include a minimum of two items, unless ordered in lesser quantities:

SPECIAL CONDITIONS

CONTRACT NO. 11-84-87

County may from time to time as it deems appropriate, conduct satisfaction surveys for all facets of food services. Surveys may address criteria such as: food, taste, food temperature, food variety, appearance of food, and courtesy of food service employees. County shall inform Contractor of the results of such surveys, and in particular shall notify Contractor as to services which are determined to be inadequate. Contractor shall use best efforts to rectify noted deficiencies. Persistent failure of the Contractor to rectify deficiencies may be deemed by County as a material breach pursuant to GC-10.

8..INSURANCE AND INDEMNIFICATION.

8.1 Indemnification. To the extent not prohibited expressly by law, Contractor agrees to hold the Court, the County and its commissioners, the Public Building Commission Commission of Chicago, MB Real Estate Services LLC, and their officers, officials, agents, servants and employees, harmless and to indemnify each of them against claims and liabilities, including reasonable attorneys' fees, for injuries to all persons and damage to or theft, misappropriation or loss of property arising from Contractor's conduct of its business or from any activity, work or thing done, permitted or suffered by Contractor in the performance of any covenant or agreement on the part of Contractor to be performed pursuant to the terms of this Contract or due to any other act or omission of Contractor, its agents, contractors, invitees, licensees or employees.

8.2 Waiver of Claims. To the extent not prohibited expressly by law, Contractor releases the Court, the County, and its commissioners, the Public Building Commission Commission of Chicago, MB Real Estate Services LLC, and their officers, officials, agents, servants and employees, from and waives all claims for damages to person or property sustained by Contractor, or by any other person, resulting directly or indirectly from fire or other casualty, cause or any existing or future condition, defect, matter or thing in or about the Complex or any part of it, or from any equipment or appurtenance therein, from any accident in or about the Complex, or from any act or neglect of any occupant of the Complex or any part thereof or of any other person, including the Court, the County and its commissioners, the Public Building Commission Commission of Chicago, MB Real Estate Services LLC, and their officers, officials, agents, servants and employees. This Section shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewerage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, broken glass, sprinkling or air conditioning devices or equipment, or flooding of basements, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above, or from any other thing or circumstance, whether of a like nature or of a wholly different nature.

SPECIAL CONDITIONS CONTRACT NO. 11-84-87

8.3 Waiver of Subrogation. The Contractor shall require all policies of insurance that are in any way related to the Services 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 the Court, the County, the Public Building ~~Commission~~ Commission of Chicago, and MB Real Estate Services LLC. In addition, the Contractor hereby waives all rights of recovery against the Court, the County, the Public Building ~~Commission~~ Commission of Chicago, and MB Real Estate Services LLC which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor. The Contractor shall require all tiers of subcontractors to waive the rights of recovery (as aforesaid waiver by Contractor) against the Court, the County, the Public Building ~~Commission~~ Commission of Chicago, and MB Real Estate Services LLC, and all tiers of subcontractors.

8.4 Contractor's Insurance. Prior to the commencement of any Services, the Contractor, at its cost, shall secure and thereafter, except as otherwise provided herein, maintain at all times during the performance of this Contract the insurance specified below, in form and with terms, coverages, and companies satisfactory to both the County and the Building Manager on behalf of the Public Building ~~Commission~~ Commission of Chicago. Nothing contained in this Contract is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The Contractor shall advise its insurance agent and all companies providing coverage to familiarize themselves with the conditions and provisions of this Contract dealing with waivers of subrogation, insurance and indemnification. Failure of the Contractor to do so shall in no way waive these requirements, and shall constitute a material breach under this Contract. If despite Contractor's diligence, any policies or certificates provided to the County are not in compliance with this Section SC-8, Contractor shall have a period of thirty (30) days after notice from County that such policies are not compliant to provide compliant policies.

8.5 Types of Coverage. The Contractor shall at all times during the period in which this agreement is in force and effect provide and maintain insurance of the type and in the respective limits as set forth below. Such insurance shall be in a form and through issuing companies acceptable to the County and the Business Manager. The insurance may be provided in a policy or policies, primary and excess, including the Umbrella/Excess form.

8.5.1 Workers Compensation Insurance. Workers Compensation insurance shall be maintained in accordance with the Laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall include the following provisions:

CONTRACT NO. 11-84-87

SPECIAL CONDITIONS

~~Waiver of subrogation WC000313, Waiver of Kotecki endorsement affording coverage for claims arising out of Contractor's waiver of its Kotecki rights in this agreement~~

~~Occupational disease~~

~~Voluntary Compensation~~

Employers' Liability coverage with a limit of:

\$1,000,000 500,000 each Accident

\$1,000,000 500,000 Employee

\$1,000,000 500,000 Policy Limit for Disease

Broad form all states coverage

- 8.5.2 Commercial General Liability Insurance.** Commercial General Liability Insurance shall be maintained in occurrence form to cover bodily injury and property damage including loss of use. The General Liability coverage shall have a combined bodily injury and property damage limit of \$1,000,000 per occurrence and \$2,000,000 aggregate with the following provisions included:

All Premises and Operations

Contractual liability for the obligations assumed in the Indemnification and Hold Harmless agreement, the Waiver of Subrogation section and the Insurance section found herein

Property Damage Liability

Cross Liability

Products (including Food Products Liability) and Completed Operations coverage

Personal Injury Liability

General Aggregate should apply per project or location

- 8.5.3 Commercial Automobile Liability Insurance** for claims for bodily injury and property damage resulting from ownership, operation, maintenance or use of all owned, non-owned and hired automobiles, trucks and trailers or the respective parties required to provide and maintain this insurance. Such insurance shall provide coverage limits not less than, as respects any Contractor, and respects all tiers of subcontractors, the following:

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

- 8.5.4 Umbrella Excess Liability Insurance** in the amount of: \$5,000,000 each occurrence for all liability. **In addition to the insurance requirements above, the Contractor must comply with the insurance requirements for Contractors/Vendors for access and use of the Richard J. Daley Center in Exhibit B.**

SPECIAL CONDITIONS

CONTRACT NO. 11-84-87

- 8.6 Additional Insured.** The additional insured shall be listed on the Commercial General Liability, Automobile, and Umbrella Liability policies and shall read as follows: The County of Cook, Illinois and its Commissioners, the Public Building ~~Commission~~ **Commission of Chicago**, and MB Real Estate Services LLC, and their officials, employees, and agents.
- 8.7 Contractor's Policies to be Primary.** Each policy shall include endorsements providing that the insurance coverage afforded under such policy purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance available to Cook County, including self-insurance. 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.
- 8.8 Qualification of Insurers.** 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 VIII 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) or VIII will be acceptable only upon written consent of the Cook County Department of Risk Management and the Building Manager.
- 8.9 Contractor Obligations.** Neither Contractor nor any subcontractor shall violate or knowingly permit to be violated any condition of the policies of insurance provided under the terms of this Contract and shall at all times satisfy the requirements of the insurance companies issuing them. All requirements imposed by policies provided pursuant to this Contract to be performed by Contractor shall likewise be imposed upon, assumed and performed by any subcontractors. Contractor and each subcontractor shall execute with their subcontractors a written agreement which shall include all such requirements. Any "hold harmless" and "indemnity" clause must benefit and not be detrimental in any way to the County and others so specifically identified in this agreement.

SPECIAL CONDITIONS

CONTRACT NO. 11-84-87

8.10 Insurance Notices, Costs, and Losses. Contractor shall furnish to the County and Building Manager, prior to commencement of Services, certificates of insurance. All policies of insurance required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the County at least ~~thirty (30)~~ sixty (60) days prior to the effective date of any cancellation or modification of such policies. All copies of policies, if any, and certificates of insurance submitted to the County and Building Manager. In no event shall any failure of the County or the Building Manager to receive Certificates of Insurance or to demand receipt of such certificates of insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

9 COST PROPOSAL.

9.2 Cost for Meals. Bidders shall include in the Bid Package a completed Bid Cost Proposal. Contractor shall be compensated for food service on the basis of unit price multiplied by the total number of units served during each billing period, as documented by the Meal Request Forms or any other system of authorization for compensation as may be used by the Court or the County.

9.2.1 Meal Rates. Contractor shall be entitled to be compensated for food service on the basis of a unit price multiplied by the total number of units delivered for each billing period, as evidenced by the number of Meal Request Forms issued by the Court or any other system of authorization for compensation as may be employed by the County. Contractor shall state unit prices for each category as a separate component of its Bid Cost Proposal. The unit prices proposed by Contractor shall be utilized by County as a basis for evaluating the lowest responsible bidder for purposes of Contract award. The unit prices shall remain firm for the first year of the Contract. For purposes of determining the total cost of the bid proposal, the unit prices shall be multiplied by the estimated number of units for the three year Contract term. The number of meals for evaluation purposes is an estimate only. Actual numbers will vary and such variations will not affect the unit prices paid by the County.

9.2.2 Rate Adjustments. The unit prices may be adjusted once each Contract year after year one based upon the Index for "Food Away From Home, For All Urban Consumer, for United States City Average" of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics. The Contractor or the County shall be entitled to request an annual price adjustment which shall be calculated in the manner provided by this paragraph. The request for price adjustment by the Contractor shall be submitted to the Executive Officer sixty days prior to the Contract anniversary

SPECIAL CONDITIONS

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

MARIA DE LOURDES COSS
 COOK COUNTY PURCHASING AGENT
 C/O BARB FLOCK, SPECIFICATIONS ENGINEER
 118 N. CLARK ST., Room #1018
 CHICAGO, IL 60602

Or via email at barbie.flock@cookcountyil.gov

Contact Info for Specifications Engineer No. 84
 Barb Flock: 312-603-6830, Barbie.flock@cookcountyil.gov

17 SUPPLEMENTAL DELIVERY INSTRUCTIONS/REQUIREMENTS

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

- All deliveries must be pre-arranged, utilizing the attached form. Notification must be provided at least 48 hours in advance during the week and at least 72 hours in advance for weekends and Mondays. Copy the form as needed. A form will need to be filled out for each and every delivery. Fax completed forms to the Richard J. Daley Center, Office of the Building at (312) 603-6950.
- Every delivery made to the building will need to be made by a pre-approved driver from your company. We require that your company furnish legible photocopies of your staff's valid driver's license. In addition, the County will be taking photographs of approved drivers for its own records.
- Delivery personnel will receive a temporary identification badge to be worn at all times while in the building.
- Delivery vehicles will be searched prior to gaining access to the dock area.
- Kindly send all legible photocopies of pertinent documents to the following:
 - Edward Carik
 - Director of Security-Security Command Center
 - Richard J. Daley Center
 - 50 West Washington Street
 - Chicago, IL 60602

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

All regular vendors will provide building security with the names and credentials of those who will be making deliveries for an agreed upon timeframe. Resubmission of these documents will take place when the time has elapsed (ie monthly submissions). A 24 – 48 hour notice will not be required if these steps are taken. Additionally, certificates of insurance must be maintained with the building.

The amount of time the process takes from parking at the dock to delivery is usually about five (5) minutes to verify a current license, confirm the employee is approved for deliveries, and search the vehicle. There is usually no more than a fifteen (15) minute wait at the dock. The dock is open 24 hours and the dock is truck height with a 12' maximum.

MB REAL ESTATE

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

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

COMMERCIAL GENERAL LIABILITY INSURANCE

| | |
|--|----------------------------------|
| Combined Single Limit | |
| Bodily Injury & | |
| Property Damage | \$1,000,000.00 Each Occurrence |
| | \$2,000,000.00 General Aggregate |
| General Aggregate Limit must apply per Project or per Location. | |
| Products/Completed | \$1,000,000.00 Each Occurrence |
| Operations | \$2,000,000.00 Aggregate Limit |
| Personal Injury & | |
| Advertising Limit | \$1,000,000.00 |

UMBRELLA LIABILITY INSURANCE

| | |
|--------------------|----------------|
| Umbrella Liability | |
| Policy | \$5,000,000.00 |

WORKERS COMPENSATIONS

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

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

COMPREHENSIVE AUTOMOBILE LIABILITY

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

| | |
|-----------------------------------|----------------|
| Bodily Injury and Property Damage | \$1,000,000.00 |
| Each Occurrence | \$1,000,000.00 |

ADDITIONAL INSUREDs with respects to the General Liability and Auto Liability Coverage, Umbrella follows form:
Public Building Commission of Chicago
MB Real Estate Services LLC

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

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

FAX CERTIFICATE OF INSURANCE TO: 312 603 5800

EXHIBIT B

| | | |
|--|---|-------------------------------|
| ACORD, CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 7/3/2009 |
| PRODUCER Insurance Carrier Name Address Phone Number, Fax Number | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED Name of Service Provider Address of Service Provider Contact Person | INSURERS PROVIDING COVERAGE | NAIC # |
| | INSURER'S Name of Carrier | |
| | INSURER'S Name of Carrier | |
| | INSURER'S | |
| | INSURER'S | |
| | INSURER'S | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INURED 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE OF COVERAGE | POLICY NUMBER | POLICY EFFECT DATE | POLICY EXPIRATION DATE | LIMITS |
|--|---------------|--------------------|------------------------|--|
| GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAVIS MADE <input checked="" type="checkbox"/> OCCUP GEN'L AGGREGATE LIMIT (SCHEDULE) POLICY <input checked="" type="checkbox"/> | 12345 | 1/1/2009 | 1/1/2010 | CASI OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (As covered) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GEN'L AGGREGATE \$ 2,000,000 PRODUCTS & COMPO OR AGG. \$ 2,000,000 |
| AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> UNREG AUTOS <input checked="" type="checkbox"/> NONREG AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | 77777 | 1/1/2009 | 1/1/2010 | GOODWILL SINGLE LIMIT (As stated) \$ 1,000,000 BODILY INJURY (As stated) \$ BODILY INJURY (As stated) \$ PROPERTY DAMAGE (As stated) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA AGG \$ |
| EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | 12345 | 1/1/2009 | 1/1/2010 | CASI OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER OR PARTIAL EMPLOYER OFFICER/EMPLOYEE EXCLUDED. If yes, describe in 100 words OTHER | 12345 | 1/1/2009 | 1/1/2010 | <input checked="" type="checkbox"/> NO STATUS <input type="checkbox"/> FULL STATUS EA - EACH ACCIDENT \$ 1,000,000 EA - DISEASE - PART EMPLOYER \$ 1,000,000 EA - DISEASE - FULL EMPLOYER \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS APPLIED BY ENDORSEMENT / SPECIAL PROVISIONS

RS: INSERT NAME/ADDRESS OF PROJECT/WORK HERE

This policy is intended to include Certificate Holder as Additional Insured. This policy is not a primary or non-contributory coverage.

| | |
|--|---|
| CERTIFICATE HOLDER SUB: Builders Compensation & Construction 1303 Richard J. Daley Center 50 West Washington Street Chicago, IL 60602 312.623.2888 | CANCELLATION THIS POLICY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY CONTRACT. THE ISSUING INSURER WILL NOT BE RESPONSIBLE FOR THE CANCELLATION OF THIS POLICY BY THE CERTIFICATE HOLDER. THE CERTIFICATE HOLDER WILL BE RESPONSIBLE FOR THE CANCELLATION OF THIS POLICY BY THE CERTIFICATE HOLDER. AUTHORIZED REPRESENTATIVE |
|--|---|

PRE-BID CONFERENCE ATTENDEE SIGN-IN SHEET

FOOD SERVICE FOR IMPANELED JURY TRIALS HELD AT THE RICHARD J. DALEY CENTER AND DOMESTIC VIOLENCE COURTHOUSES, CHICAGO
FOR
THE OFFICE OF THE CHIEF JUDGE
CIRCUIT COURT OF COOK COUNTY

Buyer's Name: Barb Flock
Procurement Number: 11-84-87
Conference Date: Thursday, September 29, 2011 at 9:30 A.M.
Conference Location: Richard J. Daley Center, 50 W. Washington St., Room 2600, Chicago, IL

| | |
|---|------------------------|
| <p>Attendee Name: <u>Matthen Green</u> Company Name: <u>Corky's Catering</u> Company Address: <u>1421 Fullerton Ave</u> <u>Addison, IL 60101</u> Telephone: <u>630 396-3036</u> Fax: <u>630-932-3410</u> E-Mail: <u>mgreen@corkyscatering.com</u> Please print clearly</p> | <p>{Business Card}</p> |
| <p>Attendee Name: <u>JEREMIAH GREEN</u> Company Name: <u>CORKY'S CATERING</u> Company Address: <u>1421 FULLERTON AVE.</u> <u>ADDISON, IL 60101</u> Telephone: <u>(630) 932-3200</u> Fax: <u>(630) 932-3410</u> E-Mail: <u>JGREEN@CORKYSCATERING.COM</u> Please print clearly</p> | <p>{Business Card}</p> |
| <p>Mac Kelly's MacKellysInTheLoop.com <i>green's n' things</i></p> <p>Bruce Segal bruccmackellys@aol.com</p> <p>123 West Madison • 111 East Wacker • 216 West Jackson Chicago IL 60602 Chicago IL 60601 Chicago IL 60606 312) 214-6401 312) 540-0071 312) 346-8072</p> | <p>{Business Card}</p> |
| <p>(630) 233-2840 FAX (630) 233-0636</p> <p>ACE Coffee Bar Inc. Family Owned and Operated Since 1949</p> <p>ROGER SWEENEY Vice President of Sales and Marketing</p> <p>Full Line Vending • Cafeteria Service • Catering and Special Events Office Coffee Service • Coffee Roasting • Bottled Water • Private Labeling</p> <p>Alsip Rockford Streamwood rsweeney@acecoffeebar.com</p> | <p>{Business Card}</p> |

Attendee Name: _____
Company Name: _____

Company Address: _____

Telephone: _____
Fax: _____
E-Mail: _____

Please print clearly

**SECURITY MANAGEMENT AND
INVESTIGATIONS, INC.**



TORIONO COLEMAN
Security Manager
Richard J. Daley Center
Phone: (312) 603-5493
Cell: (312) 735-4628
Email: 50wsecurity@mbres.com

Attendee Name: _____
Company Name: _____

Company Address: _____

Telephone: _____
Fax: _____
E-Mail: _____

Please print clearly

{Business Card}

Attendee Name: _____
Company Name: _____

Company Address: _____

Telephone: _____
Fax: _____
E-Mail: _____

Please print clearly

{Business Card}

Attendee Name: _____
Company Name: _____

Company Address: _____

Telephone: _____
Fax: _____
E-Mail: _____

Please print clearly

{Business Card}

Attendee Name: _____
Company Name: _____

Company Address: _____

Telephone: _____
Fax: _____
E-Mail: _____

Please print clearly

{Business Card}

TONI PRECKWINKLE
PRESIDENT



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

MARIA DE LOURDES COSS
CHIEF PROCUREMENT OFFICER

ADDENDUM NO. 2

DATE: OCTOBER 19, 2011

FOOD SERVICE FOR IMPANELED JURY TRIALS HELD AT THE RICHARD J.
DALEY CENTER AND DOMESTIC VIOLENCE COURTHOUSES, CHICAGO
FOR
THE OFFICE OF THE CHIEF JUDGE
CIRCUIT COURT OF COOK COUNTY

CONTRACT NO. 11-84-87

TO: ALL BIDDERS OF RECORD

SUMMARY – GENERAL

- A. GENERAL: THIS ADDENDUM REVISES BID DOCUMENTS. THIS ADDENDUM IS ISSUED TO BIDDERS OF RECORD PRIOR TO EXECUTION OF CONTRACT, AND FORMS A PART OF CONTRACT DOCUMENTS AND MODIFIES PREVIOUSLY ISSUED DOCUMENTS. INSOFAR AS PREVIOUSLY ISSUED CONTRACT DOCUMENTS ARE INCONSISTENT WITH MODIFICATIONS INDICATED BY THIS ADDENDUM, MODIFICATIONS INDICATED BY THIS ADDENDUM SHALL GOVERN. WHERE ANY PART OF THE CONTRACT DOCUMENTS ARE MODIFIED BY THIS ADDENDUM, ALL UNALTERED PROVISIONS SHALL REMAIN IN EFFECT.
- B. BID FORM: ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN SPACE PROVIDED ON BID FORM ON THE PROPOSAL PAGE. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.
- C. ATTACHMENTS: THE ADDENDUM INCLUDES ATTACHMENTS DESCRIBED IN THIS ADDENDUM. ONE COPY OF EACH ATTACHMENT IS ISSUED WITH THIS ADDENDUM, UNLESS OTHERWISE INDICATED. CHECK RECEIPT OF ATTACHMENTS ISSUED WITH THIS ADDENDUM.
- D. FILING: INSERT ATTACHMENTS IN RESPECTIVE CONTRACT DOCUMENT IN CORRECT SEQUENCE AND LOCATION. REVISE SPECIFICATION CONTENTS AND DRAWING LIST TO REFLECT MODIFICATIONS OF THE ADDENDUM, AS APPLICABLE.

Contract No. 11-84-87 - Addendum No. 2.
Page Two

E. Changes:

ITEM NO. 1 – COVER SHEET

CHANGE FROM: BID OPENING DATE: FRIDAY, OCTOBER 21, 2011

CHANGE TO: BID OPENING DATE: FRIDAY, OCTOBER 28, 2011


ORIGINATED BY:
BARB FLOCK, CPPB
SPECIFICATIONS ENGINEER


BR
MARIA DE LOURDES COSS, CPPO
CHIEF PROCUREMENT OFFICER
OF COOK COUNTY

BIDDER: _____

CONTRACT FOR SERVICE

DOCUMENT NO.: 11-84-87

FOOD SERVICE FOR IMPANELED JURY TRIALS HELD AT THE RICHARD J. DALEY CENTER AND DOMESTIC VIOLENCE COURTHOUSES, CHICAGO FOR THE OFFICE OF THE CHIEF JUDGE CIRCUIT COURT OF COOK COUNTY

BIDS TO BE EXECUTED IN TRIPLICATE

BID OPENING WILL BE ON ~~FRIDAY, OCTOBER 21, 2011~~ FRIDAY, OCTOBER 28, 2011 AT 10:00 A.M.

LATE BIDS WILL NOT BE CONSIDERED
DELIVER BIDS TO THE COUNTY BUILDING, THE OFFICE OF THE PURCHASING AGENT, 118 N. CLARK ST., ROOM 1018, CHICAGO, IL 60602

CONTACT: BARB FLOCK, SPECIFICATIONS ENGINEER, AT 312-603-6828

EMAIL: barbie.flock@cookcountyil.gov

ISSUED BY THE
OFFICE OF THE PURCHASING AGENT

COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT
BOARD OF COMMISSIONERS

050411

REQ# 13100009

0608

TONI PRECKWINKLE
PRESIDENT



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

MARIA DE LOURDES COSS
CHIEF PROCUREMENT OFFICER

ADDENDUM NO. 3

DATE: OCTOBER 24, 2011

FOOD SERVICE FOR IMPANELED JURY TRIALS HELD AT THE RICHARD J. DALEY
CENTER AND DOMESTIC VIOLENCE COURTHOUSES, CHICAGO
FOR
THE OFFICE OF THE CHIEF JUDGE
CIRCUIT COURT OF COOK COUNTY

CONTRACT NO. 11-84-87

TO: ALL BIDDERS OF RECORD

SUMMARY – GENERAL

- A. GENERAL: THIS ADDENDUM REVISES BID DOCUMENTS. THIS ADDENDUM IS ISSUED TO BIDDERS OF RECORD PRIOR TO EXECUTION OF CONTRACT, AND FORMS A PART OF CONTRACT DOCUMENTS AND MODIFIES PREVIOUSLY ISSUED DOCUMENTS. INsofar AS PREVIOUSLY ISSUED CONTRACT DOCUMENTS ARE INCONSISTENT WITH MODIFICATIONS INDICATED BY THIS ADDENDUM, MODIFICATIONS INDICATED BY THIS ADDENDUM SHALL GOVERN. WHERE ANY PART OF THE CONTRACT DOCUMENTS ARE MODIFIED BY THIS ADDENDUM, ALL UNALTERED PROVISIONS SHALL REMAIN IN EFFECT.
- B. BID FORM: ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN SPACE PROVIDED ON BID FORM ON THE PROPOSAL PAGE. FAILURE TO DO SO WILL SUBJECT BIDDER TO DISQUALIFICATION.
- C. ATTACHMENTS: THE ADDENDUM INCLUDES ATTACHMENTS DESCRIBED IN THIS ADDENDUM. ONE COPY OF EACH ATTACHMENT IS ISSUED WITH THIS ADDENDUM, UNLESS OTHERWISE INDICATED. CHECK RECEIPT OF ATTACHMENTS ISSUED WITH THIS ADDENDUM.
- D. FILING: INSERT ATTACHMENTS IN RESPECTIVE CONTRACT DOCUMENT IN CORRECT SEQUENCE AND LOCATION. REVISE SPECIFICATION CONTENTS AND DRAWING LIST TO REFLECT MODIFICATIONS OF THE ADDENDUM, AS APPLICABLE.

E. Questions:

Question 1: Are we able to add pages to the document when additional info is requested or should those documents be presented separately at the end of the contract? Specifically, there is a request a request for Bidder Qualifications, 10.1 – 10.2 – 10.3 on SC-14 & SC-15 (Qualifications, References & Contingency Plan). I have inserted the pages from the addendum and removed the noted pages but I am unclear about whether we are to insert the requested info, as well.

Answer: **The additional information that has been requested should be submitted as supplemental information with the bid package.**

Question 2: It is mentioned in the Contract in IB-04 that a deposit for the bid may be required. We don't see mentioned whether this is required for this contract or what the cost would be if needed. Can you let me know if we need this and the cost?

Answer: **There is no bid deposit.**

Question 3: On the Checklist for Bid Package Submission there is listed a bullet point for a Section S that we do not find in either the Contract PDF nor the Addendum PDF. Can you tell me what this section is and, if needed, how I can get a copy?

Answer: **Specifications (Section S) does not apply to this contract.**

Question 4: I unfortunately found out about the Bid for Contract after the Site Inspection was held. The Checklist asks for a Site Inspection Form (if applicable). Is this required for this bid? If so, will I be able to have an inspection prior to Thursday?

Answer: **The Pre-Bid Conference and Site Inspection was not mandatory.**

Question 5: On page SC-5 in the Dinner description there is an item listed as (b) fresh or prepackaged 8 ounce salad with mixed greens, what we would consider an Entrée Salad. In the Proposal Section, page P-7 the Dinner Salad is listed as a **Side Salad** which would be a 4 ounce serving. Our take on this would be that a guest could order a side salad with their entrée. The price point is different for Entrée and Side Salad so we would like clarification of the request. We are happy to offer both sizes if that is the intent.

**Contract No. 11-84-87 - Addendum No. 3
Page Three**

Answer: A 8 oz. entrée salad is for lunch. A 4 oz. side salad is for dinner. Please refer to the attached Special Conditions Page SC-5A, Proposal Page P-3A and Proposal Page P-7A.

Question 6: In addition to the signature/notarization of the Execution pages there are three pages that are to be signed by the Bidder. Are those to be signed by myself, as the presenter of the bid? The Execution pages will be signed by our corporate attorney.

Answer: The President of the Company or his authorized designee should sign the Cook County Affidavit of Child Support Obligations, Page EDS-8, the Cook County Disclosure of Ownership Interest Statement, Page EDS-10, and the Sworn Familial Relationship Disclosure Form, Page EDS-12.

Question 7: In filling out the response for the RFP, the area that we are asked to fill out clearly states the items expected to be in each box & breaks out each item in the box with the cost for each item and then a total for the box. We are supposed to calculate the estimated amount ordered (as stated in the RFP) by the dollar amount of what the box costs in total. Why would we have to break out the cost of each item? Do we have to or can we just list the items in the box and the total for the complete box?

Answer: For each group, bidders must itemize the products they will be providing by individual item description, quantity of each item, unit price of each item and the extended price for that item based on the estimated quantities. Bidders should provide the total cost of each group and the total cost of Sections A, B, C, and D. Finally, bidders should provide the total cost of Sections A – D which is the grand total bid price.

Question 8: Please refer to the PROPOSAL pages P-1 thru P-7 for the bid for contract 11-84-87. There is a problem on pages 4 and 5. Page 4 is for Lunch Chips and Lunch Fruit, and page 5 is for Snack Chips and Snack Fruit. The pages are almost identical, so it wasn't until I was finishing my paperwork that I caught this. Both pages 4 and 5 say they are "Section C:1 and C:2", except they are for different portions of the service. This makes the calculation for Section C of the bid tabulation confusing.

Answer: Please refer to the attached Proposal Page P-3A, P-4A, P-5A, P-6A, and P-7A. The pages have been replaced and corrected.

Contract No. 11-84-87 - Addendum No. 3
Page Four

F. Changes:

ITEM NO. 1 – SPECIAL CONDITIONS PAGE SC-5

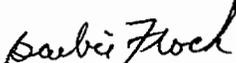
CHANGE FROM: REMOVE THE SPECIAL CONDITIONS PAGE SC-5.

CHANGE TO: INSERT THE ATTACHED SPECIAL CONDITIONS PAGE
SC-5A.

ITEM NO. 2 – PROPOSAL PAGES P-3, P-4, P-5, P-6, AND P-7

CHANGE FROM: REMOVE THE PROPOSAL PAGES P-3, P-4, P-5, P-6,
AND P-7.

CHANGE TO: INSERT THE ATTACHED PROPOSAL PAGES P-3A, P-4A,
P-5A, P-6A AND P-7A.


ORIGINATED BY:
BARBIE FLOCK, CPPB
SPECIFICATIONS ENGINEER


MARIA DE LOURDES COSS, CPPO ^{BR}
CHIEF PROCUREMENT OFFICER
OF COOK COUNTY

CONTRACT NO. 11-84-87

SPECIAL CONDITIONS

(a) a choice of a prepackaged, eight ounce chilled fruit cup or fresh fruit, or a 1.5 ounce bag of chips or pretzels.

(b) a choice of seven different beverages, including an ten ounce, chilled bottled water, and a twelve ounce chilled carbonated soda or iced tea, an eight ounce regular or decaffeinated hot coffee or hot tea served either in insulated individual containers or in insulated pots to maintain proper temperature (containers may be disposable). Carbonated Soda products must be name-brand only, available in regular and diet, limited to products produced by Pepsi, Coca-Cola, Royal Crown, Dr. Pepper, and their affiliate brands.

Dinner - A dinner shall include a minimum of three items, unless ordered in lesser quantities:

(a) a choice of seven different entrees with at least four hot entrees, one of which may be a slice of pizza, and sandwich selections from the vendor's lunch menu including one vegetarian option;

(b) a fresh or prepackaged & 4 ounce salad with mixed greens;

I a choice of seven different beverages, including an ten ounce, chilled bottled water, and a twelve ounce chilled carbonated soda or iced tea, an eight ounce regular or decaffeinated hot coffee or hot tea served either in insulated individual containers or in insulated pots to maintain proper temperature (containers may be disposable). Carbonated Soda products must be name-brand only, available in regular and diet, limited to products produced by Pepsi, Coca-Cola, Royal Crown, Dr. Pepper, and their affiliate brands.

All meals shall be served with traditional condiments and dressings, including margarine, jellies, mayonnaise, cream cheese, mustard, catsup, salt, pepper, sugar, sugar substitutes, nondairy creamer, and salad dressings, as applicable. Paper products and eating utensils shall also be provided.

The County will endeavor to provide the Contractor with at least two hours notice prior to delivery of meals. However, Contractor must be able to provide meals regardless of the amount of notice given. In addition, the Contractor will be responsible for delivering boxed meals directly to the courtrooms at the times requested, which may be after the close of normal business hours.

Please review / approve ABA number 6386 for Food Services for Jurors

David Smid (OCJ)

Sent: Wednesday, January 11, 2012 10:45 AM**To:** Brandie Knazze (Purchasing)**Cc:** Barbie Flock (Purchasing); James Anderson (OCJ); Lanice Mitchell (OCJ); Melanie Wheeler (OCJ)

Brandie & Barb,

Thanks for your prompt response regarding this item . I have entered record # 6386 into the ABA system for your review and approval for the February 1, 2012 Board meeting (cut off is tomorrow 1/12/2012). The following is the cost and quantity information your requested:

Total Cost Proposal for contract # 11-84-87 under consideration for approval = \$1,216,350

Previous awarded amount for the expiring contract # 07-84-374 = \$1,065,750

The increase can be explained by the increase price/ cost of food over the last three years and also the higher cost of delivery / gasoline required for deliveries into the Daley Center and Domestic Violence Courthouses which do not have food services facilities at their locations.

The following are the quantities for the expiring / previous contract # 07-84-374. All the following meal quantities are for a three year time frame. Note that the expiring current contract # 07-84-374 did not break out beverages, salads and sides as individual items and quantities. These items were all included as part of a meal.

| | |
|-----------------|---------------|
| Breakfast Meals | 92,000 meals |
| Lunch Meals | 85,000 meals |
| Snacks | 34,000 snacks |
| Dinner Meals | 1,500 meals |

The proposal page for the new contract under consideration for award #11-84-87 breaks out beverages etc. so quantities vary per item, but the main entre' or meal is as follows:

| | |
|-----------------|---------------|
| Breakfast Meals | 70,000 meals |
| Lunch Meals | 72,000 meals |
| Snacks | 30,000 snacks |
| Dinner Meals | 900 meals |

Call me if you have any other questions.

David Smid
Court Services Project Administrator
Circuit Court of Cook County
(312) 603-3083