

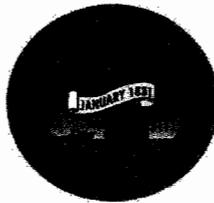
CONTRACT FOR SERVICES

For

INMATE COMMISSARY SERVICES

CONTRACT NO. 13-53-063

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY DEPARTMENT OF CORRECTIONS

AND

KEEFE COMMISSARY NETWORK, LLC

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUL 31 2013

COM _____

Toni Preckwinkle
Cook County Board President

Shannon E. Andrews
Chief Procurement Officer

PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Keefe Commissary Network, LLC, doing business as a Limited Liability Corporation of the State of Missouri, hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on July 31, 2013, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for INMATE COMMISSARY SERVICES. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1: INCORPORATION OF BACKGROUND

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

ARTICLE 2: DEFINITIONS

a) Definitions

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

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

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

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

"Department" means the Cook County Department of Corrections.

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

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

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

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

ARTICLE 3: DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) Scope of Services

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

b) Deliverables

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

c) Standard of Performance

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

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 2, Statement of Work.

iii) **Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

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

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Section 1 of the Economic Disclosure Statement .

f) **Insurance**

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(ii).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional Contractors perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(iv).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

- (1) Contractor must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 4) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Contractor is not a waiver by the County of any requirements for Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.
- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor. Contractor agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Contractor in no way limit Contractor's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Contractor under this Agreement.

- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless otherwise specified in this Agreement. If Contractor or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) 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 hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and 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, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

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

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

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

j) Examination of Records and Audits

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the 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.

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

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

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

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

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

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

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

ARTICLE 4: TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on August 1, 2013 ("**Effective Date**") and continue until July 31, 2014 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibits 1 and 2. Further, Contractor acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Contractor to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

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

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5: COMPENSATION

a) Basis of Payment

The County will pay Contractor according to the Schedule of Compensation in the attached Exhibit 3 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 3. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 3, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 3 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

g) Contractor Credits

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

ARTICLE 6: DISPUTES

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

ARTICLE 7: COMPLIANCE WITH ALL LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the 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.

ARTICLE 8: SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

b) Ethics

- i) In addition to the foregoing warranties and representations, Contractor warrants:
- (1) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

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

- ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

ARTICLE 9: EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

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

- iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Section 7a. in the performance of the Agreement.
- (vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.2;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

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

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

d) Suspension

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

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

- (i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- (ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or
- (iii) if the County has any credits due or has made any overpayments under this Agreement.

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

f.) 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.

g.) Prepaid Fees

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

ARTICLE 10: GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Modifications and Amendments**

The parties may 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.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

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

d) Governing Law and Jurisdiction

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 to the contrary, 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 Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Contractor

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

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

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.
- ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11: NOTICES

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, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Sheriff's Police Department
69 West Washington Street, Room
Chicago, Illinois 60602
Attention: Alexis Herrera

and

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Contractor: Keefe Commissary Network, LLC
10880 Linpage Place
St. Louis, MO. 63162
Attention: Steve Busch

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12: AUTHORITY

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

EXHIBIT 2
Statement of Work

STATEMENT of WORK – Keefe Group
RFP No. 13-53-063

Purpose

To provide Cook County Department of Corrections with a full range of commissary services, including a complete inmate accounting system as well as automated weekly commissary ordering and delivery service to approximately 10,000 inmates with the Cook County DOC, as requested in RFP 13-53-063 (INMATE COMMISSARY SERVICES).

Scope of Work

The implementation of a commissary program that allows inmates to purchase goods on a weekly basis, whereby warehousing of products and filling of orders will be done at a location off-site (Keefe distribution center in Bridgeton, Missouri), which Keefe will be completely responsible for.

Order entry

The majority of the inmate population will place orders via paper scan forms, which will be collected and scanned into the Keefe system by Keefe on-site personnel. The inmates in the eight (8) housing units that currently have a kiosk will enter their orders into the kiosk.

Order Processing

All orders will be processed each Tuesday at a designated time.

Order Delivery

Delivery of commissary orders to the facility, and all associated costs will be the responsibility of Keefe. Orders will be received in by Keefe personnel (one truck each on Wednesday, Thursday and Friday), and staged in the space provided by the CCDOC (Commissary store located in Division V), until which time delivery to the inmate population can take place, per the following schedule:

Thursday

Time: 8:00 am – 2:00 pm, Divisions: 5, 10, 11

Time: 3:00 pm – 9:00 pm, Division: 6

Friday am

Time: 8:00 am – 2:00 pm, Divisions: 1, 9, Dorms 1-3

Time: 3:00 pm – 9:00 pm, Divisions: 4

Saturday

Time: 8:00 am – Completion, Divisions: 14, 3, Cermak, Annex, Dorm 4, and Re-Routes

Note: This schedule is flexible and is subject to change at the request of the CCDOC.

Keefe will ensure all orders are delivered to the inmate population and credits are posted in a timely manner (within 24 hours of receipt).

On-site Personnel

Keefe currently employs Three (3) full-time employees and Twenty-Nine (29) part-time employees who are qualified and dedicated solely to the purpose of providing commissary services to the CCDOC, and will maintain this level of staffing throughout the duration of the contract period. We would add to our on-site staff as/if warranted.

Keefe agrees to advise the CCDOC in writing of any proposed layoff(s) which may significantly impact our ability to provide the service as agreed. Keefe agrees to not remove or reassign the management from CCDOC for a minimum period of two years, without the prior written approval from the CCDOC Director, or unless requested by the CCDOC Director.

Following is the credentials and past experience in managing jail/correctional commissary operations of our on-site management personnel:

Yvette Rice on-site Manager has been with KCN from 2008-Present as Manager of the Commissary Department at Cook County location. She manages 22 delivery agents, 5 Coordinators, 2 Administrative Assistant and 2 Assistant Managers. She is a License Practical Nurse 2006, has completed various training programs. She has previous experience with Aramark as a delivery agent, Supervisor, Assistant Manager and Manager for two years. She oversees the day to day operations at CCDOC which includes:

- Manage all aspects of supervising, training, scheduling and disciplining commissary staff.
- Manage and account for all aspects of on-site inventory control including ordering, receiving, stocking product, and processing orders.
- Ensure all employees know and follow all rules, regulations, policies, and procedures of the correctional facility.
- Ensure commissary menus and order forms are distributed to our customers in accordance with the approved schedule.
- Collect and process completed order forms.
- Resolve and respond to all inmate grievances.
- Ensure all credited product is returned back into inventory properly.
- Advise KCN Regional Manager of any changes to the approved schedule.
- Perform and report weekly audit of high security items.
- Maintain an open relationship and act as a liaison with Department of Corrections and Keefe Commissary Network.
- Process weekly time sheets for submission to payroll and maintain attendance calendars and employee files for on-site staff.
- Perform required Employee Performance reviews for commissary staff.
- Maintain all KCN areas/equipment/products in a neat, clean, and orderly manner and maintain American Correctional Association & American Jail Association standards/guidelines when applicable
- Attend required annual on-site security classes and remain current in required certifications.
- Ensure all employees follow the policies and procedures outlined in the Personnel Policies and Benefits Summary and the KCN Best Business Practices Guide.
- Complete miscellaneous duties assigned by KCN Regional Management.

Earlene Godfrey has been employed with KCN since 2008-Present as Assistant Manager over KCN office procedures. She has AA degree and previous experience with Aramark from a delivery agent, Supervisor to Manager of the warehouse for 2 years with various job descriptions. As the Assistant Manager over KCN office procedures she is responsible for:

- Manage all aspects of supervising, training, scheduling and disciplining commissary staff.
- Manage and account for all aspects of on-site inventory control including ordering, receiving, stocking product, and processing orders.
- Ensure all employees know and follow all rules, regulations, policies, and procedures of the correctional facility.
- Ensure commissary menus and order forms are distributed to our customers in accordance with the approved schedule.
- Collect and process completed order forms.
- Resolve and respond to all inmate grievances.
- Ensure all credited product is returned back into inventory properly.
- Advise KCN Manager of any changes to the approved schedule.
- Perform and report weekly audit of high security items.
- Maintain an open relationship and act as a liaison with Department of Corrections and Keefe Commissary Network.
- Process weekly time sheets for submission to payroll and maintain attendance calendars and employee files for on-site staff.
- Perform required Employee Performance reviews for commissary staff.
- Maintain all KCN areas/equipment/products in a neat, clean, and orderly manner and maintain American Correctional Association & American Jail Association standards/guidelines when applicable
- Attend required annual on-site security classes and remain current in required certifications.
- Ensure all employees follow the policies and procedures outlined in the Personnel Policies and Benefits Summary and the KCN Best Business Practices Guide.
- Complete miscellaneous duties assigned by KCN Management

Steven Michel has been employed with KCN from 2008-2013 - As a Supervisor from 2008-2009 and an Assistant Manager of Operations 2009-Present. Steven has previous experience with Aramark as a Supervisor from 2004-2007. Steven has a BA in Business Management. As the Assistant Manager over the Operations, Steven is responsible for:

- Manage all aspects of supervising, training, scheduling and disciplining commissary staff.
- Manage and account for all aspects of on-site inventory control including ordering, receiving, stocking product, and processing orders.
- Ensure all employees know and follow all rules, regulations, policies, and procedures of the correctional facility.
- Ensure all credited product is returned back into inventory properly.
- Advise KCN Manager of any changes to the approved schedule.
- Perform and report weekly audit of high security items.
- Maintain an open relationship and act as a liaison with Department of Corrections and Keefe Commissary Network.
- Process weekly time sheets for submission to payroll and maintain attendance calendars and employee files for on-site staff.
- Perform required Employee Performance reviews for commissary staff.
- Maintain all KCN areas/equipment/products in a neat, clean, and orderly manner and maintain American Correctional Association & American Jail Association standards/guidelines when applicable

- Attend required annual on-site security classes and remain current in required certifications.
- Ensure all employees follow the policies and procedures outlined in the Personnel Policies and Benefits Summary and the KCN Best Business Practices Guide.
- Complete miscellaneous duties assigned by KCN Management

The table below contains the names and experience level of all current non-management personnel used to conduct commissary services.

EMPLOYEE NAME	EMPLOYMENT WITH ARAMARK	EMPLOYMENT WITH KEEFE	TOTAL YEARS OF COMMISSARY EXPERIENCE
COORDINATORS			
BARBARA BORDERS	2YRS	5YRS	7TRS
DENISE GODFREY	3YRS	5YRS	8YRS
JOHN HAWKINS/TRUCK COORDINATOR	4YRS	9YRS	13YRS
LESHAWN LEWIS	4YRS	9YRS	13YRS
RAYMOND SUMMERS/WAREHOUSE COORDINATOR	4YRS	9YRS	13YRS
ADMINISTRATIVE ASSISTANT			
VERONICA MICHEL	2YR	5YR	7YRS
ETHEL WALKER	1YR	5YR	6YRS
DELIVERY AGENTS			
SHAMKIA BANKS		1YR	1YRS
NATASHA BELL	1 1/2	5YR	6 1/2YRS
TAMARA BOSTON	2YR	5YR	7YRS
ISSIAC CALVIN		1YR	1YRS
BRANDI CLARK		2YR	2YRS
ASSATA COLLINS		5YR	5YRS
DANIELLE CROSS		6MNS	6MONTHS
JAMILLE GARMON	2YRS	60DAYS	
CUSANDRA GOODMAN		2YRS	2YRS
AJIAH HUDSON	3YR	5YR	8YRS
TONY HUNTER		2YRS	2YRS

JESSICA JOHNSON		4YR	4YRS
LASHAN LEWIS	4YRS	9YRS	13YRS
ELLA NESBITT		3YRS	3YRS
SHANICE PAGE		6 MONTHS	6MONTHS
AMELIA PATTEN	2YRS	5YRS	7YRS
ARCEINA RICHARDS	1YRS	5YS	6YRS
EVA YOUNG		3YRS	3YRS
GRACE RIZZO	4YRS	9YRS	13YRS

All Keefe employees associated with the commissary operations will be subject and held to CCDOC's normal security and screening, the same as any other CCDOC employee.

All Keefe employees will be subject to security searches, pat-downs and electronic scans on a daily basis, and that items that cannot be brought into the complex will be strictly enforced.

All Keefe employees involved in the commissary services for the CCDOC shall be subject to criminal background checks by the Cook County Sheriff. This will include employees not located at the CCDOC but servicing the account at other Keefe locations.

All Keefe employees involved in the commissary services for the CCDOC shall be subject to drug testing as the Sheriff sees fit. This testing shall be done at Keefe's expense.

Keefe agrees to have CCDOC conduct a criminal background check on any Keefe employee who will be involved with any part of the operation, including but not limited to preparing and distributing commissary orders to inmates. No Keefe employee will enter the secure perimeter of the CCDOC without this clearance.

Keefe agrees to comply with the relevant sections of the Prison Rape Elimination Act of 2003 and the subsequent standards promulgated by the Attorney General of the United States (<http://www.prearesourcecenter.org/sites/default/files/library/2012-12427.pdf>) and are prepared to demonstrate our compliance with relevant standards, including employee selection, training, discipline and dismissal.

Keefe agrees to report all allegations of sexual misconduct, sexual assault, etc. as defined in the standards to the CCDOC by the close of business on the day the Contractor learns of these allegations.

Contract Transition

Upon expiration of the term of the Contract, Keefe agrees to work with the New Contractor to assure that commissary service operations and inmate trust records are smoothly and accurately transitioned to the new Contractor.

We will provide to the CCDOC, on media to be specified by the CCDOC, a file of all ending inmate trust balances and that the final payment for Commissary Services will be withheld until the CCDOC is certain that trust data and balances have been accurately transmitted to the successive Contractor.

Keefe understands that this requirement is in addition to the technology requirements.

TECHNOLOGY:

In the event that the County were to award a contract in the future for a new Phone System/Video Visitation System or a new Jail Management Information System, Keefe agrees to integrate with either/both systems at the request of the County/CCDOC, and agrees that this will be provided at no additional cost to the County. Keefe agrees to incur all internal costs of development and that we would not be expected to incur any costs or fees from the provider(s) of said services.

The following hardware, software and services will be provided and installed by Keefe, at no cost to the County.

Hardware:

Type	Description	Qty
CPU	Dell Optiplex 7010, 3.2 GHz, 4 GB RAM, 320 GBHD, 16X DVD+/-RW SATA,	34
PTR	Dell Laser B2360dn	34
New Redundant Server Complex Vsphere with separately managed drive array		
CPU	Dell PE R520 2.8 Ghz 16 GB RAM	2
CPU	Dell PE R210 2.87 Ghz 8 GB RAM - also to hold database backups	1
DRV	Dell PV 3200 Storage with 6 x 1TB drives	1
RCK	Dell SmartRack with PDU	1
NET	Cisco 200 Series 18 port Switch with Service	1
Kiosks and Scanner(s)		
KIO	Booking Kiosk	3
KIO	Lobby Kiosk	10
KIO	Edge Housing Kiosk (existing, replace as-needed)	8
SCN	OpScan 8 Year (existing)	1

Ten (10) of the new computers/workstations with printers will be installed in the Trust Department
 Two (2) of the new computers/workstations with printers will be installed in the payout area
 Twenty (20) of the new computers/workstations will be used by Social Workers

Additionally 15 of these above-mentioned computers/workstations will be equipped to (“read only”) access trust accounts through the internet.

The deposit (lobby) kiosks will be placed at various locations around the County (e.g. courthouses, divisional lobbies) where detainees' family members may deposit money to the inmate's trust accounts. Locations will be mutually agreed upon by the County and the Contractor.

The booking kiosks included in our proposal are integrated with our commissary system and will be used for the purpose of counting and depositing newly admitted inmate cash (paper and coin). The funds deposited into these machines will be used to create the inmate trust account balance. Internal access to these kiosks will be completely in the control of CCDOC personnel. If any malfunctions occur, the contractor will immediately notify CCDOC officials, and repairs will be completed within 24 hours of receiving a report of the malfunction or the equipment must be replaced at the contractor's expense.

We will report on the following on a monthly basis:

- Kiosk repair requests and time to repair
- Kiosk downtime and cause
- Number of external uses of kiosks system-wide.

All hardware will be warrantied and maintained throughout the life of the contract, at no cost to the CCDOC.

All training and support during implementation will be provided at no cost to the County or CCDOC, and be conducted by KCN personnel on-site, which will remain on-site until the DOC staff is confident that all staff members that will be issuing debit release cards are comfortable and confident in their abilities when utilizing this feature/service. Additional follow-up training can be conducted on an as-needed basis.

Software:

Complete use of Keefe's KeepTrak inmate banking and commissary software. This software will be installed on computers in the commissary that are accessible by Keefe employees, as well as on the computers/workstations mentioned above, that will be accessed by County staff members.

CCDOC retains ownership of the CCDOC data contained within our computer system and this data is considered proprietary and confidential.

- The Keefe system will allow facility staff to return the unused portion of the inmate trust fund account to the inmate upon his/her discharge from the Jail.
- Keefe's system will allow the Sheriff to maintain control of the Inmate Trust Fund bank account and reconcile the balance to the Contractor's monthly reports.
- Keefe's system will hold inmate deposits for a period of time as defined by the CCDOC.
- Keefe's system offers the option of automatically assigning a batch number.
- Keefe's system allows transactions to be held for different periods of time as determined by the facility
- Keefe's system allows a held deposit to be used for commissary purchases prior to the end of the hold period
- Keefe's system is capable of releasing held funds even after the inmate account has been closed
- Keefe's system allows batch numbers to be freely assigned to track batches of deposits, payments, payroll, etc.

- Keefe's system keeps a running balance of a batch during data input
- Keefe's system allows the transaction in the batch to be suspended until the batch is reconciled
- Keefe's system provides the ability to print batch reports and batches of receipts
- Keefe's system allows for the release inmate balances to a single clearing account and cut one check to the State Penitentiary for multiple inmate transfers after sentencing
- Keefe's system will automatically open accounts that originate in the county's JMS system
- Keefe's system assigns release dates to accounts based on release date updates received from the JMS
- Keefe's system will update inmate housing locations based on housing updates received from the JMS system
- Keefe's system will zero out abandoned inmate balances to a clearing account for consolidated escheatment payments into the Inmate Welfare Fund
- Keefe's system will allow for Internet browser based inquiry of real-time individual inmate account history by more than 10 simultaneous users
- Keefe's system will update inmate commissary restrictions based on housing locations received from the JMS
- Keefe's system will carry forward items rejected for security or spending restrictions and present the list of rejected items on completed individual commissary receipts
- Keefe's system will provide immediate refunds for commissary orders not delivered prior to an inmate's release
- Keefe's system will electronically transfer immediate refunds from the system you propose for the CCDOC directly to your billing system for automatic credits
- Keefe's system will electronically release funds to inmates and electronically print payout in the form of a check or debit card
- Keefe's system will close transactions for discharge inmates
- Keefe's system KCN supports both RDC and VNC
- Keefe's system is able to send XML Balance requests to CCDOC's JMS
- Keefe's system is able to accept a return XML response file which will contain detainee details including account balance
- Keefe's system is able to interface and/or integrate with CCDOC JMS and upgrades on a real-time basis and Keefe agrees to cover any/all of its internal development costs regarding future integrations
- Keefe is currently providing Eight touch screen kiosks for inmates to use to order commissary
- Keefe system allows for all transactions be extractable in normal financial format such as Excel for any and all transactions
- Keefe agrees to cooperate with any transfer (upload or download) of data files from other Contractors or county system e.g., Western Union, Money Gram and Peachtree and agrees to cover any/all **internal** development costs
- Keefe's system allows for the following to be printed:
 - An inmate's account transaction history including money order deposits held for a two-week period
 - Uses of held funds during that two-week period for commissary orders
 - Partial refunds of commissary orders
 - Cash and wire transfer deposits

- Transfer checks
 - Third party checks
 - Partial cash release
 - Subsequent held fund residual release after closeout
 - Balance clearing abandoned funds transaction
-
- Keefe agrees to adapt to all computer software, wiring, and programming and hardware upgrades implemented by the department (including integrating and interfacing) at no cost to the County, as it pertains to internal development cost
 - Keefe will supply comma delimited American Standard Code for Information Interchange (ASCII) file exports of all records in each table of your database on a daily basis to the CCDOC on media to be specified by the DOC.
 - Keefe guarantees access to all data stored in the database you propose for use by the CCDOC by means of Open Data Base Connectivity (ODBC) including the administrator password for the database you propose for the CCDOC
 - Keefe agrees to allow for the CCDOC to add products to the commissary menu that are sold on behalf of CCDOC in an effort to increase revenue generated for the County and the Inmate Welfare Fund (it is our understanding that the number of items sold in this manner would not exceed Five (5))
 - Keefe will provide billing that reconciles exactly to the debits and credits of the inmates, for the same period
 - Keefe will supply sufficient servers to allow for multiple transactions as well as a Test and Production environment. There will be ability for multiple inquiries, order entering, scanning and recording of receipts and credits without a slowdown or interruption of service
 - Keefe will supply sufficient storage to retain the present history of transactions as well as the archiving of transactions, with the ability to access the current history
 - Keefe will retain on-site a number of computer/workstations and printers (2) that can be immediately put in service in the event of a breakdown of installed equipment. Maintenance of all contractor provided equipment shall be the responsibility of the Contractor
 - Keefe's system is a Windows based operating system application that can run on any equipment within the CCDOC with no additional licensing costs to the County

Services:

Deposit Services (lobby kiosk, phone/web, walk-in locations (ACE), lock-box)

Debit Release Card Service

Interface with County's JMS provider

The fee structure listed in the table on the following page will be implemented as part of our proposal. We agree to not increase or change any fees without the express written consent of the CCDOC.

FEE STRUCTURE				
Gross Amount Deposited	Credit/Debit Deposits via Website	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposits via Lobby Kiosk
\$0.01 - \$19.99	\$2.95	\$3.95	\$2.95	\$2.00
\$20.00 - \$99.99	\$5.95	\$6.95	\$5.95	\$2.00
\$100.00 - \$199.99	\$7.95	\$8.95	\$7.95	\$2.00
\$200.00 - \$300.00	\$9.95	\$10.95	\$9.95	\$2.00
\$300.01 - \$400.00	n/a	n/a	\$11.95	\$3.00
\$400.01 - \$500.00	n/a	n/a	\$13.95	\$4.00
\$500.01 - \$600.00	n/a	n/a	n/a	\$5.00
\$600.01 - \$700.00	n/a	n/a	n/a	\$6.00
\$700.01 - \$800.00	n/a	n/a	n/a	\$7.00
\$800.01 - \$900.00	n/a	n/a	n/a	\$8.00
\$900.01 - \$1000.00	n/a	n/a	n/a	\$9.00
\$1000.01 - \$1100.00	n/a	n/a	n/a	\$10.00
\$1100.01 - \$1200.00	n/a	n/a	n/a	\$11.00
\$1200.01 - \$1300.00	n/a	n/a	n/a	\$12.00
\$1300.01 - \$1400.00	n/a	n/a	n/a	\$13.00
\$1400.01 - \$1500.00	n/a	n/a	n/a	\$14.00
\$1500.01 - \$1600.00	n/a	n/a	n/a	\$15.00
\$1600.01 - \$1700.00	n/a	n/a	n/a	\$16.00
\$1700.01 - \$1800.00	n/a	n/a	n/a	\$17.00
\$1800.01 - \$1900.00	n/a	n/a	n/a	\$18.00
\$1900.01 - \$2000.00	n/a	n/a	n/a	\$19.00
\$2000.01 - \$2100.00	n/a	n/a	n/a	\$20.00
\$2100.01 - \$2200.00	n/a	n/a	n/a	\$21.00
\$2200.01 - \$2300.00	n/a	n/a	n/a	\$22.00
\$2300.01 - \$2400.00	n/a	n/a	n/a	\$23.00
\$2400.01 - \$2500.00	n/a	n/a	n/a	\$24.00
\$2500.01 - \$2600.00	n/a	n/a	n/a	\$25.00
\$2600.01 - \$2700.00	n/a	n/a	n/a	\$26.00
\$2700.01 - \$2800.00	n/a	n/a	n/a	\$27.00
\$2800.01 - \$2900.00	n/a	n/a	n/a	\$28.00

DEBIT/CREDIT CARD SERVICES

Keefe will provide a prepaid (loadable/reloadable) debit/credit card program through our partnership with Rapid Financial Solutions that can be issued to inmates, at their option, upon discharge from the CCDOC. An inmate's remaining funds at the time of discharge would be loaded onto the card.

The facility can load the card with as little as \$0.01 or as much as \$9,700.00. There is no fee to load the card.

The debit card can be used for both PIN-Based transactions as well as Point-of-Sale transactions.

The cardholder is allowed up to 5 ATM withdrawals for a total of \$9,700 per day.

The Cardholder is allowed 10 POS purchases for a total of \$3,500 per day.

Keefe will maintain physical security and internal controls for all sites and services in order to adequately prevent and minimize the risk of loss, destruction or theft of physical assets and unauthorized access.

Keefe is able to both initiate and receive Automated Clearing House (ACH) entries.

The card is initially provided with a temporary PIN which is the last four digits of the card. However, upon release the cardholder can call our toll free number to have their PIN changed.

Debit cards have a three (3) year expiration date.

All the hardware and software required to operate and support this program will be operational and at no cost to the County.

The table below contains the various fees associated with this service.

	Charge
Card Activation Fee	Free
Weekly Maintenance*	\$1.50
Support Calls Fee	Free
Pin Change Fee	Free
Domestic ATM Fees**	\$2.75
International ATM Fees**	\$3.75
ATM Account Inquiry	\$1.50
POS Debit Fee (PIN and signature)	Free
ATM Decline for NSF	\$2.75
ATM Decline International Fee	\$3.75
Card to Bank Funds Transfer (ACH)	\$2.00

* After 36 hours of being issued the card starts incurring weekly maintenance fees to cover the cost of the FDIC insured account

** Fees may also be imposed by the local ATM provider and are in addition to Rapid's card fees. Surcharge free ATMs can be located here: www.accessfreedomcard.com.

Note: No change to this fee structure shall occur for one year from the commencement date. Any change thereafter to these rates would be communicated to the CCDOC in writing at minimum 30-days prior to implementation, and Keefe shall not implement any increases or change any fees without the express written consent of the CCDOC.

Reports Provided to CCDOC

Keefe will provide activity reports to CCDOC on an agreed upon basis [e.g., daily, monthly, quarterly, annually) that include for example, the following types of information:

- Funds amount received/daily transfers
- Record count of daily transmission file
- Dollar amount and record count of funds applied
- Number of new accounts established

MENU SELECTION AND PRICING

Menu items and pricing shall be determined jointly by the CCDOC and Keefe. All menu items require the approval of the CCDOC Director or designee. Items can be added or dropped only with the approval of the CCDOC Director or designee. The CCDOC Director may reject any item. No tobacco products or products containing glass or alcohol will be sold.

Items which require the use of a microwave oven shall require approval by CCDOC Director. This approval includes but is not limited to the locations (e.g. housing units) within the CCDOC that these items may be sold.

COMMISSION RETURN

Commissary sales will be paid on a monthly basis by the CCDOC to Keefe, less the contracted commission rate, after receipt of an approved invoice from Keefe.

Keefe will provide a monthly sales report to the Director no later than the fifteenth of each month.

The Sales Reports will include the following information:

- commissionable sales
- non-commissionable sales
- adjustments for credits and refunds
- a to-date total commissionable sales and commissions paid to the County

Technology Support

Keefe offers technical support as follows:

Software Development Support

Keefe Commissary Network staffs a centralized Technical Services support center including Help Desk, Configuration, Installation, Training, Systems Integration, and Software Development Services. The entire staff is located at the Keefe Group corporate office in St. Louis, Missouri. Engagement at *the Software Development* level requires KCN Corporate review/approval of customer requests sponsored by KCN regional representatives on behalf of the customer.

- Review and analysis of business requirements for new solutions and/or changes to current solutions.
- Development of design specifications for new features
- Development of cost estimates for new features
- Development of timelines for new features
- Coding and testing of new features
- Testing and early deployment of new features
- Maintenance for current feature set

Technical Services Support

KCN Technical Services provides three (3) areas of services to customers on a daily basis.

- Contact Services
- Help Desk Services
- Project Services

Contact Services

Contact Services is the first line of contact for service requests via phone or e-mail. All customer support cases are documented in Microsoft CRM. History is available to all field sales staff and regional management on a real time basis.

Examples of first line support services:

- Resolution of communications errors
- Analysis of hardware errors and replacement of defective hardware
- Standard end-user training
- Order Tracking, Order Processing, Pricing Updates

Telephone

Phone requests are routed through CISCO Call Manger on a 24 x 7 x 365 basis – phone requests are placed by dialing 800 864-5986. Phone services are available during business hours, defined as 8 AM – 5 PM Monday through Friday. During business hours, inbound calls are answered by an administrative attendant. The administrative attendant determines whether the call is related to marketing, accounting, or technical services. If the call is technical in nature, the attendant can route the call either to the direct extension of an individual technician or to the call-queue for the first available technician.

Calls queued for the first available technician can travel through four staff levels, with an increasing cumulative number of extensions accessed throughout wait-time. If a queued call is not answered within five minutes, the call is routed to a voice mail extension which records a message from the caller and automatically begins paging a group of six escalation phone

numbers. Calls directed to an individual technician are subject to the current availability of that technician at the time the call is transferred.

Any inbound call outside of business hours can access technical support by choosing option 7 on a touch-tone phone. When option 7 is selected, the call routing routine first checks for available staffed extensions. If none are available the call is routed to a voice mail which automatically begins paging a group of six escalation extensions. On-call staff is equipped with notebook computer systems integrated with wireless internet access and VPN access to the KCN Corporate Service Center.

E-Mails

E-mail requests are monitored during business hours by a designated Service Center administrator. The Solutions Center administrator screens e-mail either for immediate response or for escalation as a service event. If escalated to a service event, the Service Center Administrator opens a CRM Case and either assigns the case to a technician or adds the case to the service ticket queue.

Location

Contact Services staff is located at the KCN Service Center Corporate Office in St. Louis MO Monday through Friday 6 AM – 7 PM CST. On-Call Staff are located off premises Monday through Friday 5 PM – 8 AM, Saturday and Sunday 24 hrs per day, and Monday morning 12 AM – 8 AM. On-Call staff is located at the KCN Service Center Office in St. Louis MO Monday through Friday 8 AM – 5 PM

Escalation Services

Escalation Services is the delivery of complex helpdesk service requirements. Contact Services escalate more complex service requirements to a higher level of complexity and urgency. Some examples of complex service requirements are:

- Recovery of failed hard drive and / or data recovery
- Re-configuration of standard software features including
- Accounting profiles
- Commissary restrictions
- Integration settings
- Communications setup
- Bank, check and cash management features
- Receipt settings
- Standard installations and upgrades.
- Analysis and reporting of software errors
- Specialized end-user training
- Standard Software Upgrades

Project Services

Project services is the planning and implementation of software, hardware and network deployments at customer sites. Typically, this includes new account, first time installation of hardware and software. Project technicians receive and review approved system quote and new KCN account information documents. They contact account manager on any questions or inquiries regarding the account setup to ensure regional and facility expectations are met.

Hardware and equipment needed for the installation on site is purchased. The Project technician creates a KCN transition document – this document may vary depending on the complexity of the new account. The

document will be a working plan between Keefe and the facility. It will include some of the following topics that the project technician will gather from the key contacts at the facility.

Computer layout at the facility – how many computers will Keefe provide, how many computers will the jail supply that the Keefe software will be installed on. Jail computers – what windows operating system, size of hard drive, RAM, etc. The facility network infrastructure is assessed:

- Server(s) – model, configuration details
- Remote access – which enables KCN help desk technicians assist with customer questions, inquiries, problems
- Backup method
- Data conversion
- Integration details – contacts, file specifications, etc.
- Special features / services requested – positive pay, paid check, debt write off, merge resident, Kiosks, On-line deposits, special order entry methods, prepaid sales, etc.
- Officer roster – list of officers, officer duties, groups
- General ledger accounts and associated GL account events
- Number of used cash drawers
- Facility's current every day business flow / operations
- Resident account events
- Recoverable charges – priority and recovery percentage
- Order forms – commissary restrictions
- Bank account
- Check printing / layout
- Software / system reports
- Training – room / structure / end user schedule / end user manuals

Location of Work

These services, as well as the equipment necessary to facilitate them (as stated in the table on the previous page), shall be provided at the Cook County DOC and allied departments (11 Jail Divisions and special units) at 2700 South California Avenue, Chicago, Illinois 60608.

Period of Performance

The period of performance for these services shall be for one (1) year from the commencement date of the contract, and can be extended, via mutual consent, for an additional two (2) one-year periods.

Commissary services will be provided each week to the entire inmate population during this time period.

The only aspects of the service and/or system requirements as stated in the RFP that are not being met within the scope of our current operation, is the implementation of Debit Release Card Services as well as Deposit Services (web/phone and lobby kiosk). The timeline for delivering these services has been established in the next section.

Deliverables Schedule

- **Installation/Implementation of inmate trust accounting system:** Already in existence
- **Implementation of commissary program:** Already in existence
- **Installation of new computer equipment:** Within 30-45 days of signed contract
- **Installation of booking kiosk:** Within 30-45 days of signed contract
- **Installation/Implementation of debit release service:** Within 30-45 days of signed contract
- **Implementation of Deposit Services (Web/phone):** Within 30-45 days of signed contract
- **Implementation of Deposit Services (Lobby Kiosks):** Within 30-45 days of signed contract (due to the potential number of kiosks to be installed (10) and the fact that it would appear not all locations for the kiosks have been finalized, we would anticipate that the installation of these devices would be done in multiple phases on a schedule agreed-upon by both parties)

Applicable Standards

Keefe will conduct drug testing, background checks and credit reports on all prospective new hires, and adhere to any/all security requirements required by the Cook County DOC.

The following insurances will be provided and maintained throughout the term of the contract:

- Workers Compensation & Employers Liability (limits not less than \$500,000 each accident or illness)
- Commercial General Liability (limits not less than \$2,000,000 per occurrence)
- Automobile Liability (limits not less than \$1,000,000 per occurrence)
- Professional Liability (limits not less than \$2,000,000)

Note: Original certificates of Insurance would be provided to the County.

Maintain proper business licenses, including the Money Transmitter License for the state of Illinois (required for deposit services/lobby kiosk)

Acceptance Criteria

- Maintain a minimum order fill rate of 90%.
- Maintain a minimum order accuracy rate of 98%.

We are open to working with the CCDOC on establishing additional Acceptance Criteria to ensure an acceptable level of service is attained and maintained throughout the course of this contract.

Special Requirements

Invoices for commissary sales will be generated weekly and submitted to Cook County DOC, payment is required within 30 days.

MBE/WBE Participation

KCN will continue to use the following two (2) MBE/WBE certified firms as part of our operation.

Midwest Cash & Carry

Level of Participation: 25%

Dollar Amount of Participation: \$1,007,500

Role: Provide products in the following categories: condiments, chips, cookies & meat items

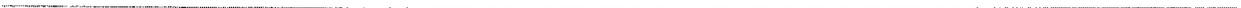
Mil-Ray Food Co., Inc.

Level of Participation: 10%

Dollar Amount of Participation: \$403,000

Role: Provide products in the following categories: pastries & snack items

EXHIBIT 3
Schedule of Compensation



APPENDIX I - PRICING PROPOSAL

BEST AND FINAL OFFER

The Proposer declares that they have carefully examined the Request for Proposal documents in its entirety, including any Addendums issued pursuant thereto for Inmate Commissary Services as prepared by Cook County and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same.

1. Contractor shall pay to the Cook County Department of Corrections Inmate Commissary Fund a fixed percentage rate of commissionable sales for the first year of this contract.
 43.5 % of Annualized Commissionable Sales $(x) \$5,000,000.00 = 2,610,000$
2. Contractor shall pay to the Cook County Department of Corrections Inmate Commissary Fund a fixed percentage rate of commissionable sales of microwaveable items for the first year of this contract.
 49.1 % of Annualized Commissionable Sales $(x) \$1,300,000.00 = 638,300$

Percentage of gross sales paid by the Contractor during the renewal options will be negotiated sixty (60) days prior to the expiration of the original contract term.

Commissary sales and commissions will be paid for on a monthly basis.

Commissionable sales shall be construed as all moneys received from the sales of merchandise, products, or services, less any sales of non-commissionable items (i.e. stamps and/or indigent kits), refunds, allowances, or adjustments for returns, defective or unsatisfactory merchandise, product or service, and applicable sale taxes. Final decisions on any disputes shall be made by the Director of Cook County Department of Corrections of his designee. Vendor is responsible for remitting all applicable Federal, State and Local taxes.

Contractor shall provide a monthly sales report to the Director of Cook County Department of Corrections of his designee no later than the fifteenth of each month.

The Sales Report must include the following information:

- commissionable sales
- non-commissionable sales
- adjustments for credits and refund
- a to-date total commissionable sales and commissions paid to the County.

Firm: Keefe Commissary Network

Authorized Signature: [Signature]

Title: Vice President Sales

Date: 5-22-13

Delivery/Service Date: 30 Days

(NUMBER OF CALENDAR DAYS AFTER AWARD OF RFP)

BEST AND FINAL OFFER

EXHIBIT 4

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

1/1/2014

DATE (MM/DD/YYYY)

7/8/2013

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

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

PRODUCER Lockton Companies,LLC-1 St. Louis Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1359023 Keefe Commissary Network, LLC 10880 Linpage Place St. Louis MO 63132	INSURER A: Federal Insurance Company NAIC # 20281	
	INSURER B: Great Northern Insurance Company 20303	
	INSURER C: Executive Risk Indemnity Inc. 35181	
	INSURER D: Continental Casualty Company 20443	
	INSURER E: _____	
INSURER F: _____		

COVERAGES CENGR **CERTIFICATE NUMBER:** 12253950 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y	N	7321-00-90	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	N	73210092	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	L5085511623	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7165-55-50	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability	N	N	8208-3524	1/1/2013	1/1/2014	\$3,000,000 Each Claim \$3,000,000 Aggregate \$25,000 Retention

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: Contract Number 13-53-063 Cook County, its employees, officials and Commissioners are additional insureds on a primary and non-contributory basis under general liability, automobile liability and excess/umbrella liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

12253950
 Cook County Department of Corrections
 118 N. Clark Street
 Room 1018
 Chicago IL 60608

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**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	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

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

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. 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, 9: 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; Section 8 is the form for a Limited Liability Corporation, and Section 9 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.

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: MIDWESTERN CASH & CARRY
Address: 2577 Armitage Ave Chicago, IL 60647
E-mail: CASHNCARRY2844@yahoo.com
Contact Person: Arnulfo Vargas Phone: 773-486-5403
Dollar Amount Participation: \$ 1,007,500
Percent Amount of Participation: 25 %

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

MBE/WBE Firm: MIL-ROY Food Co., Inc
Address: 151 White Cedar Dr. Sicklenville, NJ 08081
E-mail: milroyfood@aol.com
Contact Person: Mildred Raymond Phone: 609-567-8877
Dollar Amount Participation: \$ 403,000
Percent Amount of Participation: 10 %

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

Attach additional sheets as needed.

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



CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

**MIDWESTERN CASH & CARRY, LLC
(dba: CASH & CARRY WHOLESAL)**

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

****NAICS Codes: 422410**

****Description of their product/services as defined by the North American Industry Classification System (NAICS)**

Product/Service Description: DISTRIBUTOR OF GENERAL GROCERIES, CIGARETTES, CANDIES, SO-DAS AND GENERAL MERCHANDISE

10/31/2012

Issued Date

10/31/2013

Expiration Date

CH496

Certificate Number

Julia C. Hill Morgan
President, Chicago MSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)



CITY OF CHICAGO
OFFICE OF COMPLIANCE

April 30, 2010

Mrs. Mildred Raymond
Mil-Ray Food Company, Inc.
151 White Cedar Drive
Sicklerville, NJ 08081

Vendor #: 20095687

Dear Mrs. Raymond:

The City of Chicago, your host agency, is pleased to notify you that Mil-Ray Food Company, Inc. has been certified as an Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) in accordance with the governing federal regulations, 49 CFR Parts 23 and 26.

This certification allows your firm to participate as an ACDBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the Chicago Transit Authority, the City of Chicago, Metra and Pace.

Your certification is approved for a five (5) year period, commencing on May 1, 2010. To remain certified with the IL UCP during the five-year period, you must submit a No Change Affidavit each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. Please note that you must include a copy of your most current Federal and Individual Corporate Tax Returns. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR §26.109(c).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR §26.83(i).

Mil-Ray Food Company, Inc. will appear in the IL UCP ACDBE Directory in the following area(s) of specialty:

- | | |
|--------------|---|
| NAICS 424420 | Frozen Food Wholesalers (Packaged); |
| NAICS 424430 | Dairy products (except canned, dried) merchant wholesalers; |

333 S. State St., Suite 540, Chicago, IL 60604 • (312) 747-7778

www.cityofchicago.org/compliance

NAICS 424440 Eggs merchant wholesalers

NAICS 424490 Canned foods (e.g., fish, meat, seafood, soups) merchant wholesalers; Prepared foods (except frozen) merchant wholesalers;

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of ACDBE firms. The Directory can be accessed on the Internet at <http://www.dol.state.il.us/ucp/ucp.html>.

Your participation on contracts will only be credited toward ACDBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category.
- Your certification may be revoked if Mil-Ray Food Company, Inc. is found to be involved in bidding or contractual irregularities or has violated ACDBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward an ACDBE contract goal, the ACDBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 23.55. An ACDBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

Please direct all inquiries and any questions to the City of Chicago Office of Compliance at 312.747.7778. Thank you for your continued interest in the City's Supplier Diversity Program.

Sincerely,



Reshma N. Soni
Senior Compliance Officer
Supplier Diversity

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: MID WESTERN CASH & CARRY Certifying Agency: Chicago Minority Development Council
Address: 2577 Armitage Ave Certification Expiration Date: 10/31/2013
City/State: Chicago, IL Zip 60647 FEIN #: 26-1618638
Phone: 773-486-5403 Fax: 773-772-5430 Contact Person: Arnulfo Vargas
Email: CASHNCARRY2844@yahoo.com Contract #:

Participation: [] Direct [X] 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:

Condiments, Chips, Cookies, Crackers, + meat items

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

\$ 1,007,500 or 25% net 10 days

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

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

Signature (MWBE)
Mubbasher A. Khan
Print Name
Midwestern Cash & Carry, LLC.
Firm Name
3/22/2013
Date

Signature (Prime Bidder/Proposer)
JOHN PURCELL
Print Name
COFFE COMMISSARY NETWORK LLC
Firm Name
3/28/13
Date

Subscribed and sworn before me

this 22 day of MARCH, 2013.

Notary Public [Signature]

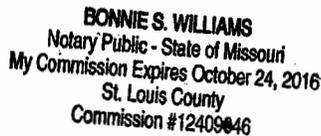
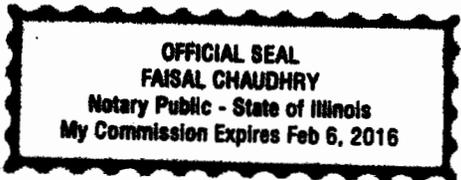
SEAL

Subscribed and sworn before me

this 28th day of March, 2013.

Notary Public [Signature]

SEAL



COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: MIL-RAY Foods CO, INC.
Address: 151 White Cedar DRIVE
City/State: SICKLEVILLE, MS Zip: 08081
Phone: 609 567 8899 Fax: 609 567 9996
Email: MILRAYFOOD@aol.com

Certifying Agency: CITY OF CHICAGO
Certification Expiration Date: 2015
FEIN #: 222631235
Contact Person: MILDRED RAYMOND
Contract #: _____

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:

PASTRIES and SNACK ITEMS

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

\$403,000 OR 10% net 5 days

(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.

Mildred V Raymond
Signature (M/WBE)
Mildred V Raymond
Print Name
Mil-Ray Food Co INC
Firm Name
3-25-13
Date

[Signature]
Signature (Prime Bidder/Proposer)
JOHN FURCAN
Print Name
VEVE COMMERCIAL NETWORK LLC
Firm Name
3/28/13
Date

Subscribed and sworn before me

this 25 day of March, 20 13.
Notary Public: Sarah L Baker

SEAL

SARAH L. BAKER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 12, 2016

Subscribed and sworn before me

this 28 day of March, 20 13.
Notary Public: Bonnie S Williams

SEAL

BONNIE S. WILLIAMS
Notary Public - State of Missouri
My Commission Expires October 24, 2016
St. Louis County
Commission #12409046

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

Jan Starr 230 W Monroe, suite 2250 Chicago, IL 60606

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

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

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

Yes: _____ No: ✓

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

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

Yes: _____ No: ✓

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Keefe Commissary Network, L.L.C. D/B/A: _____ EIN NO.: 43-1856999

Street Address: 10880 Linpage Place

City: St. Louis State: MO Zip Code: 63132

Phone No.: 314-264-2900

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Limited Liability Company

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
Centric Group, L.L.C. is the sole owner of Keefe Commissary Network, L.L.C.		

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

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

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

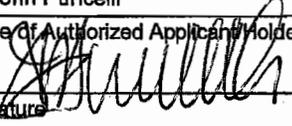
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

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.

John Puricelli
Name of Authorized Applicant/Holder Representative (please print or type)


Signature

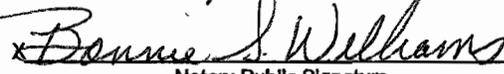
jpuricelli@keefegroup.com
E-mail address

Executive Vice President/General Manager
Title

4/1/13
Date

314-919-4100
Phone Number

Subscribed to and sworn before me
this 1st day of April, 2013


Notary Public Signature

My commission expires:
BONNIE S. WILLIAMS
Notary Public - State of Missouri
My Commission Expires October 24, 2016
St. Louis County
Commission #12499046
Notary Seal

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: John Puricelli Title: Exec VP/6M

Business Entity Name: KEEP Commission Network LLC Phone: 314-919-4100

Business Entity Address: 10880 Lin Post Plac St. Louis, MO 63132

 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.

[Signature] _____ Date 4/2/13

Subscribe and sworn before me this 2nd Day of April, 2013

a Notary Public in and for St. Louis County

[Signature]
(Signature)

BONNIE S. WILLIAMS
Notary Public - State of Missouri
My Commission Expires October 24, 2016
St. Louis County
Commission #12409046

NOTARY PUBLIC
SEAL

My Commission expires _____

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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20_____

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: Keefe Commissary Network, L.L.C.

BUSINESS ADDRESS: 10880 Linpage Place St. Louis, MO 63132

BUSINESS TELEPHONE: 314-264-2900 FAX NUMBER: 314-264-2901

CONTACT PERSON: Steve Busch, Group Vice President

FEIN: 43-1856999 * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: Russell A. Willey, L.L.C. Manager MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: 

ATTEST: 

Subscribed and sworn to before me this
1st day of April, 2013.

X 
Notary Public Signature

BONNIE S. WILLIAMS
Notary Public - State of Missouri
My Commission Expires October 24, 2016
St. Louis County
Commission #12409046

Notary Seal

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

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



Authorization to Sign

The below listed individuals have the authority to execute contracts and otherwise bind other such instruments on behalf of Keefe Commissary Network, L.L.C.

Authorized Individual

John Puricelli – Executive Vice President/General Manager

A handwritten signature in cursive script that reads 'Russell A. Willey'.

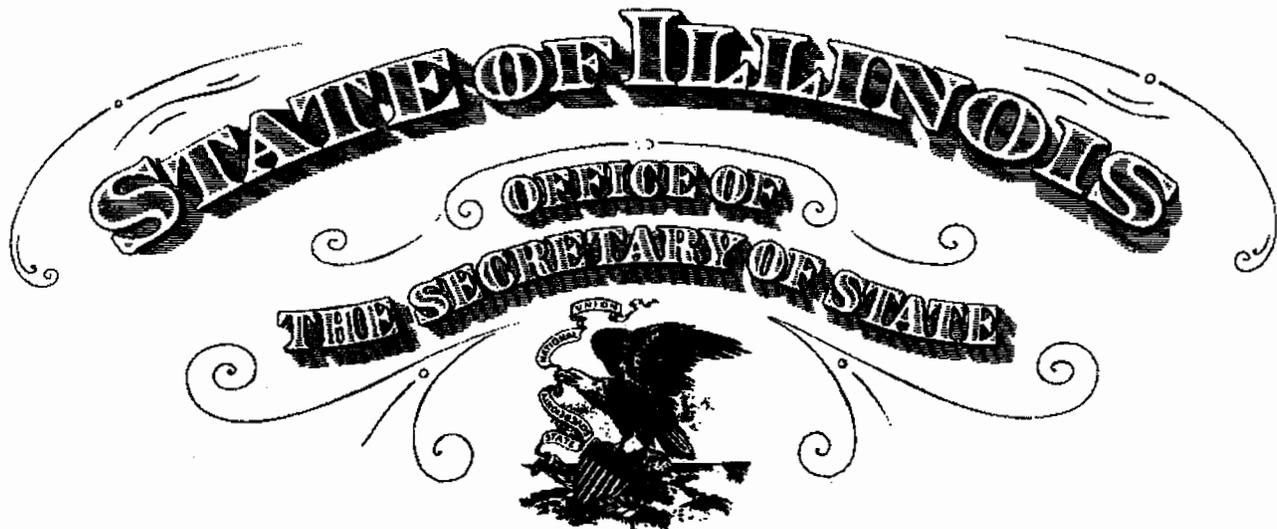
Russell A. Willey
L.L.C. Manager

3/26/13
Date

Emily K Thomas
3/26/13



EMILY K. THOMAS
My Commission Expires
August 28, 2014
St. Louis County
Commission #10010878



To all to whom these Presents Shall Come, Greeting:

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

KEEFE COMMISSARY NETWORK, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON OCTOBER 15, 1999, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1113602538

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

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 16TH day of MAY A.D. 2011 .

Jesse White

SECRETARY OF STATE

SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 6 DAY OF August, 2013.

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

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

13-53-063

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

TOTAL AMOUNT OF CONTRACT: County receives 43.5% of annualized commissionable sales for non-microwavable items, 49.1% of annualized commissionable sales for microwavable items

FUND CHARGEABLE: REVENUE GENERATING CONTRACT

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUL 31 2013

COM _____

APPROVED AS TO FORM:

NOT REQUIRED

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)