

CONTRACT FOR SERVICE

CONTRACT NO. 1353-13213



**OPERATION OF THE CAFETERIA AT THE CRIMINAL COURTS ADMINISTRATION
BUILDING, 2650 S. CALIFORNIA AVE., CHICAGO, ILLINOIS
FOR
OFFICE OF THE CHIEF JUDGE**

**BID OPENING WILL BE ON WEDNESDAY, MARCH 19, 2014 AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL 60602**

**CONTACT: KEVIN CASEY, SPECIFICATIONS ENGINEER, AT 312-603-6830
EMAIL: kevin.casey@cookcountyil.gov**

**ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

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

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

MAY 21 2014

COM _____

REQ# 111026



Family Owned and Operated Since 1949

601 E. LAKE STREET
STEAMWOOD, ILLINOIS 60107

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

March 3, 2014

Re: Contract 1353-13213
Operation of the Cafeteria at the Criminal Courts
Administration Building, 2650 S. California Ave.

Mr. Kevin Casey
Cook County Purchasing

Dear Mr. Casey,

The following document is Ace Coffee Bar's bid for the contract referenced above. We have read the bid documents thoroughly and have a complete understanding of all operational aspects for the contract. We have responded to all appropriate queries within the bid specifications. If there is some specification to which we have not responded, we are acknowledging and accepting whatever terms are outlined in the bid document without comment.

We have not offered any demonstration of our competency in fulfilling the terms of the contract. We believe our past performance, and the good will we have developed with the Jurists at the criminal courts building and with the supervising personnel in the Office of the Chief Judge, is more than an adequate attestation to our capabilities.

We hope to continue in the service of the Office of the Chief Judge. We are very confident that we are the best choice to meet all of the operational intricacies of this agreement.

Any requested information in our response follows this page. Subsequent to that are all the documents and forms necessary for this response.

In respect of your time in reviewing these responses, we have made every attempt to be brief.

Sincerely,

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

Roger Sweeney
Vice President
Ace Coffee Bar, Inc.

INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

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

IB-02 PREPARATION OF PROPOSALS

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

IB-03 SITE INSPECTION CERTIFICATE

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

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IB-04 BID DEPOSIT

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

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

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

IB-05 EXCEPTIONS

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

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

IB-06 BIDDER WARRANTIES

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

IB-07 SUBMISSION OF BID PROPOSALS

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

IB-08 BID PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING

COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151.

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

IB-09 COMPETENCY OF BIDDER

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

IB-10 LOCAL BUSINESS PREFERENCE

COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151(p).

The Chief Procurement Officer shall, in the purchase of all supplies and services funded with County dollars by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than five percent (5%).

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

IB-11 CONSIDERATION OF BID PROPOSALS

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

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

IB-12 WITHDRAWAL OF BID PROPOSALS

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

IB-13 ACCEPTANCE OF PROPOSALS

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

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IB-14 PERFORMANCE AND PAYMENT BOND

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

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

IB-15 PRICES FIRM

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

IB-16 CASH BILLING DISCOUNTS

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

IB-17 CATALOGS

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

IB-18 AUTHORIZED DEALER/DISTRIBUTOR

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

IB-19 TRADE NAMES

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

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

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

IB-20 SAMPLES

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

IB-21 NOTICES

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

IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

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

IB-23 COOPERATION WITH INSPECTOR GENERAL

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

END OF SECTION

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BID CONTRACTS
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**GENERAL CONDITIONS
BID CONTRACTS
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GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the 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.

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

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

GC-02 INDEMNIFICATION

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

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

GC-03 INSPECTION AND RESPONSIBILITY

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

GC-10 MODIFICATIONS AND AMENDMENTS (con't)

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.

GC-11 DEFAULT

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

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Failure to pay any sums due the County.
6. Failure to comply with food quality standards set forth in these Special Conditions.
7. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
8. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
9. Any assignment of this contract for the benefit of creditors;
10. Any cause whatsoever which impairs performance in an acceptable manner; or
11. Any other material breach of any term or condition of this Contract.

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

GC-12 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate this Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

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

GC-04 PAYMENT

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

GC-05 PREPAID FEES

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

GC-06 TAXES

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

GC-07 PRICE REDUCTION

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

GC-08 CONTRACTOR CREDITS

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

GC-09 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 his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-10 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.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

GC-14 DELAYS

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

GC-15 INSURANCE REQUIREMENTS

Prior to the commencement of any Services, and prior to any entry into the Licensed Area to prepare for occupancy, the Contractor, at its cost, shall secure and thereafter, maintain at all times during the performance of this Contract the insurance specified below, in form and with terms, coverage and companies satisfactory to the County.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall 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 except paragraph (d) Excess Liability.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of:
 - \$500,000 each Accident
 - \$500,000 each Employee
 - \$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

- (1) Each Occurrence \$1,000,000
- (2) General Aggregate Per Project \$2,000,000
- (3) Completed Operations Aggregate \$2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

GC-15 INSURANCE REQUIREMENTS (con't.)

- (c) **Commercial Automobile Liability Insurance**
Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.
- (d) **Excess Liability**
Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:
- | | | |
|-----|-------------------------------|-------------|
| (1) | Each Occurrence: | \$5,000,000 |
| (2) | General Aggregate Per Project | \$5,000,000 |
- (e) **Property Insurance**
Contractor shall secure Property Insurance against damage or destruction to the Contractor's improvements, betterments and Contractor's personal property, trade fixtures, including but not limited to fixtures, furnishings, equipment, furniture, inventory and stock, providing "all risk" peril coverage, in the amount of 100% of the replacement cost. Such coverage shall insure against all risks of physical loss and/or damage, including, but not limited to, the perils of flood, earthquake, collapse, windstorm, fire, vandalism and malicious mischief, sprinkler leakage, theft and water damage coverage.

Additional requirements

- (a) **Additional Insured**
The required insurance policies, with the exception of the Workers Compensation, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. The Commercial General Liability policy shall include ISO Additional Insured Endorsements CG 2010 or equivalent. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County.
- (b) **Qualification of Insurers**
All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

GC-15 INSURANCE REQUIREMENTS (con't.)

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements. Failure to provide proper certificates of insurance shall constitute an act of default by Contractor and, in addition to the remedies specified by the Agreement, shall be cause for County to withhold all payments which are due or become due until such proper certificates are received.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

GC-16 COMPLIANCE WITH LAWS

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

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

GC-17 PATENTS, COPYRIGHTS AND LICENSES

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

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

GC-18 DELIVERY

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

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

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

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

I. POLICY AND GOALS

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- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.
 - B. **The County may set contract-specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract are stated in the Special Conditions.** A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, the MBE/ WBE goals of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-19, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.
 - C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.
 - D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.
 - E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this GC-19 and the wording of the Ordinance shall apply. If there is a conflict between this GC-19 and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

- F. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED BID OR QUOTATION SUBMITTALS

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

A. MBE/WBE Utilization Plan

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

1. Letter(s) of Intent

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

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

All commitments made by a Bid or Quotation in its Utilization Plan must conform to those included in the submitted Letter(s) of Intent. The Contract Compliance Administrator reserves the right to request supplemental information regarding the Letter(s) of Intent submitted with a Bid or Quotation and such information shall be furnished. (Reference pages EDS-2 for a format sample of a Letter of Intent)

2. Letter(s) of Certification

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

County of Cook

Small Business Administration 8A Program

Illinois Unified Certification Program

or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

3. Joint Venture Affidavit

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

B. Reduction/Waiver Petition

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

III. REDUCTION/WAIVER OF MBE/MBE GOALS

A. Granting a Reduction/Waiver Request.

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

B. Denying a Reduction/Waiver Request.

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

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

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

V. NON-COMPLIANCE

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance or this GC-19, the Contract Compliance Administrator will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-20 MATERIAL DATA SAFETY SHEET

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

GC-21 CONDUCT OF THE CONTRACTOR

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

GC-22 ACCIDENT REPORTS

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

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

GC-23 USE OF PREMISES

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

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

GC-24 GENERAL NOTICE

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

TO THE COUNTY:

Chief Procurement Officer
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:

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

GC-25 TERMINATION FOR CONVENIENCE

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

GC-26 GUARANTEES AND WARRANTIES

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

GC-27 STANDARD OF CONTRACT GOODS

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

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-29 QUANTITIES

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

GC-30 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-31 GOVERNING LAW

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

GC-32 COOPERATION WITH INSPECTOR GENERAL

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

GC-33 WAIVER

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

GC-34 ENTIRE CONTRACT

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

GC-35 FORCE MAJEURE

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

GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT

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

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

GC-37 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-38 FEDERAL CLAUSES

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

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

2. False or Fraudulent Statements and Claims

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

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

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

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

4. Federal Interest in Data and Copyrights

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

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

GC-38 FEDERAL CLAUSES (CON'T.)

- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
- (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

GC-38 FEDERAL CLAUSES (CON'T.)

5. Records and Audits

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

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

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

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

6. Environmental Requirements

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

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

GC-38 FEDERAL CLAUSES (CON'T.)

- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

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

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

GC-38 FEDERAL CLAUSES (CON'T.)

10. No Federal Government Obligations to Third Parties

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

11. Allowable Costs

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

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

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

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

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

GC-38 FEDERAL CLAUSES (CON'T.)

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

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

15. Copyright Ownership

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

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

GC-38 FEDERAL CLAUSES (CON'T.)

16. Accessibility Compliance

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

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

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

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

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

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

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

GC-38 FEDERAL CLAUSES (CON'T.)

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

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

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

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

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

GC-39 CONTRACT INTERPRETATION

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

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

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

END OF SECTION

SPECIAL CONDITIONS**SC-01 SCOPE**

The Contractor shall provide OPERATION OF THE CAFETERIA AT THE CRIMINAL COURTS ADMINISTRATION BUILDING, 2650 S. CALIFORNIA AVE., CHICAGO, ILLINOIS for OFFICE OF THE CHIEF JUDGE, all in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

This is a thirty-six (36) month contract with two (2), one (1) year renewal options, effective after award by the Board of Commissioners and after proper execution of the Contract Documents. This Contract shall be in full force and effect and the Term shall begin on August 17, 2014. The contract will consist of a firm pricing for twelve (12) months. After the initial twelve month period, and for the renewal options, either the Contractor or the County shall be entitled to request an annual price adjustment which shall be calculated in the manner provided for in Special Condition SC-09 of this document, and is at the discretion of the Chief Procurement Officer. Contractor or the County may request an increase or decrease for the renewal period, but this request must be mutually agreed upon by both parties.

The Contract may be renewed in writing by mutual agreement of the parties not less than thirty (30) days before its expiration.

SC-03 AWARD OF CONTRACT

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

SC-04 TRANSITION FROM EXISTING VENDOR

An existing food service vendor is currently operating the cafeteria. Contractor is required to cooperate with the existing vendor to assure a smooth transition so that full service food service operations are not interrupted. Contractor will be given access to the Licensed Area during the transition period to conduct inventories of on-site County owned equipment; complete kitchen preparations and equipment repair, clean and test and establish food service systems, timetables, and schedules.

SC-05 TRANSITION AT EXPIRATION OR EARLIER TERMINATION OF CONTRACT

Continuity of service is critical to the County. Therefore, upon expiration of the term of this Contract or upon earlier termination in accordance with the Contract terms. Contractor must provide phase-in training to a new contractor; exercise best efforts and cooperation for the orderly and efficient transition to a new contractor; and negotiate in good faith with the successor to determine the nature and extent of the phase-in, phase-out services required. Contractor shall provide sufficient experienced personnel during the phase-in/phase-out period to ensure that the services called for in this Contract are maintained at the required level of proficiency. Contractor shall be presumed to be the owner of all non-food and food supplies and food inventories used for this Contract and that are not otherwise designated as County-owned property. Contractor shall be free to negotiate with the successor contractor without any County assistance as to any terms and conditions for sale or transfer of ownership of Contractor-owned items.

SPECIAL CONDITIONS**SC-06 MBE/WBE REQUIREMENTS FOR THIS CONTRACT**

The bidder shall have a subcontracting goal of not less than twenty-five percent (25%) MBE and ten percent (10%) WBE of the awarded contract price for work to be performed.

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

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

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

SC-07 PRE-BID CONFERENCE

The County will hold a Pre-Bid Conference at the Personnel and General Public Cafeteria operation on the 2nd floor of the Cook County Criminal Courts Administrative Building, 2650 S. California Avenue, Chicago, IL 60608. Representatives from the Purchasing Division, the Chief Judge's Office, Real Estate Department and Department of Capital Planning will comprise the panel to respond to answer any questions regarding the Operation of the Cafeteria at the Criminal Courts Administration Building and Invitation to Bid procedures. It is not mandatory that the Contractors attend this Pre-Bid Conference, however it is highly recommended. The Contractor is encouraged to attend and become thoroughly familiar with the Complex and Licensed Area prior to submitting a bid. No additional allowance will be granted because of lack of knowledge of such conditions. The successful bidder will be responsible for all errors in the bid, and any additional costs resulting from the bidder's failure to adequately familiarize itself with the License Area and Complex. All bidders attending the Pre-Bid Conference must bring a copy of the bid document. No copies of the bid document will be provided at the Pre-Bid Conference.

Prospective Proposers must respond to Kevin Casey by email to kevin.casey@cookcountyil.gov on or before Friday, February 21, 2014 at 10:00 A.M. Central Time, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend.

The Pre-Bid Conference will be held on:

DATE: Monday, February 24, 2014
TIME: 9:30 A.M. Central Time
PLACE: Cook County Criminal Courts Administration Building
Personnel and General Public Cafeteria, 2nd Floor Conference Room
2650 S. California Avenue
Chicago, IL 60608

SPECIAL CONDITIONS

SC-08 INQUIRIES

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

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Chief Procurement Officer. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. (Reference Instructions to Bidders, Section IB-04 "Exceptions", Page IB-2). **Inquiries must be received no later than 5:00 p.m. on Monday, March 3, 2014. Inquiries will be answered by the close of business on Monday, March 10, 2014.**

During the bid process, all inquiries must be directed, in writing, only to the Office of the Chief Procurement Officer as follows:

Shannon Andrews, Chief Procurement Officer
 c/o Kevin Casey, Specifications Engineer
 118 N. Clark Street, Room 1018
 Chicago, IL 60602
 or via email to kevin.casey@cookcountyil.gov

SC-09 RATE ADJUSTMENTS

The meal rates may be adjusted once each contract year after Year One based upon the Index for "Food Away From Home, For All Urban Consumers, for United States City Average" of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics. The Contractor or the County shall be entitled to request an annual price adjustment which shall be calculated in the manner provided by this paragraph. The request for price adjustment by the Contractor shall be submitted to the County no less than sixty (60) days prior to the Contract anniversary date of each year of the Contract's term. The Contract's anniversary date shall be one year from the contract start date. All price adjustments shall be retroactive to the anniversary date. The price increase or decrease will be calculated by subtracting the same month's prior year index from the current index, and dividing the difference by the prior year index. The percentage change will then be multiplied by the current price to determine the cost per item for the term of any extension or contract renewal which may be mutually agreed upon. The Consumer Price Index figures will be carried to three (3) decimal places ONLY, with no rounding off to the next digit. The final New Cost per Item will be carried to two decimal places.

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

EXAMPLE:

\$3.00	=	Current Item Price
353.098	=	Current Index (January 2014)
310.128	=	Last Year Month Index (January 2013)
42.97	=	Increase

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

$$\$3.00 \times 1.1386 = \$3.415 \quad \$3.42 \text{ New Cost Per Item}$$

This formula shall be the basis for determining the cost per item for the term of any extension or contract renewal which may be mutually agreed upon.

SPECIAL CONDITIONSSC-10 DEFINITIONS

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

"Bid Package" shall mean the Proposal, Qualifications and all other materials required to be submitted for a bid to be considered.

"Complex" shall mean collectively the Cook County Criminal Courts Building located at 2600 South California Avenue and the Cook County Criminal Courts Administration Building located at 2650 South California Avenue, Chicago, Illinois.

"County" shall mean the County of Cook, Illinois.

"Court" shall mean the State of Illinois Circuit Court of Cook County.

"Court Holidays" shall mean holidays stipulated by the legal holiday schedule. Currently, Court Holidays include New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Presidents' Day, Casimir Pulaski Day, Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Christmas Day. Court Holidays shall also include any other holidays designated from time to time by the Circuit Court of Cook County as Court Holidays.

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

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

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

"Food Service Director" shall mean the person designated by Contractor to act as manager of the food service operations with primary responsibility for assuring satisfactory performance of the Contractor's obligations under this Contract.

"Laws" shall mean the following government and other standards: all applicable federal, state and local laws, statutes, codes, ordinances, rules, regulations, orders and other legal requirements which relate to the performance of the Services, the preparation and serving of food, the conduct of Contractor's operations, the safety of its workers and patrons, and the use and occupancy of the Licensed Area, including but not limited to zoning, building, environmental and health codes and regulations, permits, licensing, certification and accreditation guidelines.

"Licensed Area" shall mean the kitchen, cafeteria and other areas outlined and identified on Exhibit A, which shall be made available to the Contractor for use in the performance of the Services.

"On-Site Coordinator" shall mean an individual on the staff of the Chief Judge who shall be designated by the Court as an on-site contact person for the management of this Contract.

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

SPECIFICATIONS

1. SCOPE OF SERVICES

Contractor shall be responsible for the provision of a complete food service operation for judges, deputy sheriffs, impaneled jurors, public visitors and Court Staff, in accordance with all the requirements and specifications set forth in this Contract. A detailed description of the Services is set forth in SC- 3.2 below.

Contractor shall be responsible for all facets of the Services, including, but not limited to, employee recruitment, training, scheduling, menu planning, procurement of all food and non-food supplies, equipment and provisions, kitchen maintenance, maintenance of all other areas utilized in performing the Services, and other services required by this Contract.

Contractor shall organize and operate the Licensed Area for all food production, purchasing, storage and distribution of meals. Contractor shall use all reasonable efforts to control costs and to maintain consistently high quality food service. Contractor shall be responsible for payment for all supplies, food, materials and services needed to provide the Services.

Contractor shall utilize standardized recipes, portion control and an effective quantity forecasting system.

Contractor shall further be responsible for establishing and maintaining effective systems to deal with sanitation, preventative maintenance, with an emphasis on pest control and proper disposal of grease, throughout the Licensed Area, in accordance with the minimum requirements set forth in this Contract. All Services shall be in accordance with all applicable Laws.

2. DETAILED DESCRIPTION OF SERVICES

The Services shall include the following specific services in the areas described below. Estimates of visitors and occupants, numbers of meals and other estimates are provided for informational purposes only. Actual numbers will vary. In setting forth these estimates, the County is not in any way guaranteeing a certain level of usage. All food service and dining areas shall be staffed with a sufficient number of waiting staff, including waitresses or waiters and bussing personnel. Gross sales before taxes from the operation of the Cafeteria including sales to the Court and to the General Public were reported by the existing vendor as follows:

September through December of 2011 (4 Months):	\$239,816.17
January through December of 2012 (12 Months):	\$729,507.54
January through August of 2013 (8 Months):	\$511,477.86

A. Personnel and General Public Cafeteria

Exhibit A identifies the "Personnel and General Public Cafeteria." Currently, it is estimated that the Complex houses approximately 2,000 State and County Employees for whom food services shall be available on a first come, first served basis at the lowest reasonable cost to patrons. The number of general public patrons will vary daily. Patrons of this Cafeteria may be requested to remove trays, dishes and utensils from tables to dish carts that shall be strategically located within the dining areas. Building personnel and the general public shall be allowed to "brown bag" their meals and utilize the area identified as "Public Dining" on Exhibit A. All customers of the Personnel and General Public Cafeteria are responsible for full payment. Meals Expenditure Forms for Judges, Jurors and stipulated court personnel provided by the County may not be used within the Personnel and General Public Cafeteria and may not be accepted by Contractor as a form of payment within the Personnel and General Public Cafeteria.

SPECIFICATIONS**B. Judges' Dining Room**

Exhibit A identifies the "Judges' Dining" area for judges' use only. The Judges' Dining area accommodates approximately 40 judges. The number of judges that will utilize the Judges' Dining Room will vary daily. The Judges' Dining area will be operated by the Contractor as a private dining room. The Judges' Dining Room shall be open for lunch only, and may provide the menu selections from the Personnel and General Public Cafeteria. Judges shall pay for meals by utilizing a Juror/Judge Meal Expenditure Form prepared by the Sheriff of Cook County and provided to Contractor by the Sheriff's deputies in charge of the jury or by the Executive Officer. Contractor shall comply with any alternate system of authorization which may be employed or approved by the County at any time during the term of this Contract.

C. Juror Cafeteria

The number of juror meals varies from day to day. The Juror Cafeteria is shown on Exhibit A shall be operated as a segregated area containing an independent straight cafeteria line, five (5) petite jury dining rooms and one (1) grand jury dining room. All jurors shall be isolated from contact with the general public, complex staff and cafeteria staff. The Juror's Cafeteria shall offer the same menu selections as the Personnel and General Public Cafeteria, but may have fewer selections. Jurors will be served on trays which will be cleared by food service staff after jurors leave the jury dining areas. Food service staff shall assure that juror dining tables and chairs are cleaned before each patron is seated. Payment for juror meals, will be made by utilizing an order form prepared by the Sheriff of Cook County and provided to Contractor by the Sheriff's representatives or Court Staff. Contractor shall comply with any alternate system of authorization which may be employed or approved by the County.

D. Boxed Meals and Snacks

The Contractor shall provide and deliver boxed meals and snacks to juries and assigned deputies as requested by the Sheriff's Deputies. Boxed meals may be required on a daily basis. The number of boxed meals cannot be determined in advance. A box meal shall include: a deli-style sandwich, with a choice of different sandwiches, one of which shall be turkey, and with a choice of breads (fresh daily); fruit; choice of chips; choice of beverage, including bottled water or a carbonated beverage; and cookie. A snack shall include a minimum of a beverage and snack chips. Diabetic or vegetarian box meals shall be available upon request. The Court will endeavor to provide the Contractor with at least three (3) hours notice prior to the requirement of any boxed meals. However, Contractor must be able to provide boxed meals regardless of the amount of notice given. In addition, the Contractor will be responsible for delivering boxed meals to the jury deliberation rooms or courtrooms at the times requested, which may be after the close of normal business hours.

3. REQUIRED DAYS AND HOURS OF OPERATION

- A. The Personnel and General Public Cafeteria shall open and serve the following meals at the following minimum times: Monday through Friday: breakfast from 6:30 a.m. to 10:00 a.m.; limited snack service from 10:00 a.m. to 11:00 a.m.; lunch from 11:00 a.m. to 2:00 p.m.; and limited snack service from 2:00 p.m. to 3:00 p.m. The Contractor may extend such minimum hours upon approval of the Court.
- B. The Judges' Dining Room shall provide lunch service from 11:30 a.m. to 2:30 p.m., Monday through Friday.
- C. The Juror Cafeteria shall open and serve lunch from 11:00 a.m. to 2:30 p.m. Monday through Friday.
- D. Boxed meals shall be provided and delivered at the requested times. Dinners will be provided as boxed meals, which also will be delivered at the times requested, but the Contractor will not be required to deliver food later than 6:30 p.m.
- E. All food services shall be provided five (5) days a week, Monday through Friday except for Court Holidays.

SPECIFICATIONS**4. FOOD QUALITY STANDARDS**

The Services shall be performed in a manner consistent with approved food service industry standards for comparable "in-plant" cafeterias, such as corporate or institutional in-house food cafeterias.

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

Contractor shall use no less than the following standards for purchase of raw food products: USDA Commercial Graded Beef or USDA Good Graded Lamb may be used for pot roast or stew. Otherwise, only first quality foods, such as Grade AA eggs, Grade B poultry, U.S. Choice Grades of beef, Grade A Fancy fresh or frozen vegetables and fruits and Grade A or B canned goods shall be used. All foods served shall be wholesome and free from spoilage. County may require manufacturer's statement of ingredients for items used by Contractor.

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

5. MENU SELECTIONS

Menu variations and food preparation methods should respect the County's diverse demographics. Bidder shall submit sample menus for all types of meals required with all special diet variations with the Bid Package. Other than boxed meals, the requirements for which are set forth in Section 2, the proposed menus for food services shall offer alternative selections at each meal, offering at least two choices from each of the food categories described below. At least one entree selection at each meal shall contain no pork or pork products. A meatless or vegetarian entree will satisfy this requirement.

Other than for boxed meals, Contractor must offer, at a minimum, a ten-day menu cycle without repeating selections during the cycle. Services in all the food service areas shall include a wide range of food selections, including but not limited to, a fresh salad bar at lunch and dinner. The menus for the food services operations shall be posted in each of the Cafeterias. Contractor may offer theme menus for meals to be served on the work day preceding a holiday, including but not limited to: New Year's Day, Independence Day, Thanksgiving and Christmas.

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

- i. A choice of five different beverages, including an eight ounce regular or decaffeinated hot coffee or tea served either in insulated individual containers, or in insulated pots to maintain proper temperature (containers may be disposable), an eight ounce chilled fruit or vegetable juice, or an eight ounce carton of two-percent milk.
- ii. A choice of prepackaged pastry, donut, muffin, bagel, or similar assorted baked goods

B. Lunch: A lunch shall include a minimum of three items, unless ordered in lesser quantities:

- i. A choice of seven different entrees with at least four hot entrees, one of which may be a slice of pizza, and sandwich selections from the vendor's dinner menu, including one vegetarian option;

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

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

- i. A choice of a prepackaged eight ounce chilled fruit cup or fresh fruit, or a 1.5 ounce bag of chips or pretzels.
- ii. A choice of seven different beverages, including a ten ounce chilled bottle water, and a twelve ounce chilled carbonated soda or iced tea, an eight ounce regular or decaffeinated hot coffee or hot tea served either in insulated individual containers or in insulated pots to maintain proper temperature (containers may be disposable). Carbonated soda products must be name-brand only, available in regular and diet, limited to products produced by Pepsi, Coca-Cola, Royal Crown, Dr. Pepper, and their affiliate brands;

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

- i. A choice of either eight hot and cold sandwich selections, including one wrap, one of which shall be turkey and one shall be vegetarian (minimum four ounces of meat, 6.5 ounces overall), with a choice of breads (fresh daily) or a fresh or prepackaged eight ounce salad with mixed greens.
- ii. A choice of a 1.5 ounce bag of snack chips or pretzels, or eight ounce chilled fruit cup or fresh fruit;
- iii. A choice of seven different beverages, including a ten ounce chilled bottle water, and a twelve ounce chilled carbonated soda or iced tea, an eight ounce regular or decaffeinated hot coffee or hot tea served either in insulated individual containers or in insulated pots to maintain proper temperature (containers may be disposable). Carbonated soda products must be name-brand only, available in regular and diet, limited to products produced by Pepsi, Coca-Cola, Royal Crown, Dr. Pepper, and their affiliate brands;

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

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

F. The requirements for boxed meals are set forth in Section 2.D. above

SPECIFICATIONS**6. VENDING MACHINES**

Vending machine operations are not to be included in the bid proposal since such operations are wholly the responsibility of the County.

7. QUALITY CONTROL PLAN

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of the Contract are met. The Quality Control Plan shall be submitted as part of the bid proposal. The Quality Control Plan shall include, but not be limited to, the following:

- A. All documentation shall be available as requested by the County during the term of the Contract and any extensions thereto;
- B. Assuring appetizing food appearance, palatability, proper food serving temperatures and retention of food nutrient value are maintained;
- C. An inspection system covering all the Services required by this Contract.
- D. Identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable;

Maintaining a file of all inspections conducted by the Contractor and, where necessary, the corrective action taken.

8. FACILITY INFORMATION

The Complex is comprised of the Cook County Criminal Courts Building located at 2600 South California Avenue and the adjacent Cook County Criminal Courts Administrative Building located at 2650 South California Avenue, Chicago, Illinois. The County will provide space within the Complex (the "Licensed Area.") outlined on Exhibit A. The entire Licensed Area is accepted by Contractor in "as is" condition as of the date of this agreement. Bidders should note that the portion of the Licensed Area identified as the "Judges Kitchen" on Exhibit A has not been renovated and will be delivered with no equipment, furniture or fixtures. If a Bidder wishes to furnish and equip this area, such furniture and equipment shall constitute "Optional Contractor's Equipment" as described in Section 14.D.ii. Square footages estimates indicated on Exhibit A and shall not be relied upon for any construction, furniture or other purposes.

- A. **Licensed Area.** The County, by entering into a Contract with Contractor, is granting only a license to use the Licensed Area for so long as the Contractor is providing the Services pursuant to this Contract. The County reserves the right to designate the location for performance of the Services within the Complex and the Contractor agrees to relocate its operations upon thirty days' written notice to another suitable area or areas as may be designated by the County, so long as adequate facilities are available for the performance of the Services. Contractor shall use such facilities only in the performance and delivery of the Services provided for under this Contract and not for any other business or services. The Contractor may, in furtherance of its obligations under the Contract, utilize preparation and storage facilities in locations other than the Complex, at its sole cost and expense. In the event of termination of this Contract in accordance with its terms, the Contractor shall vacate the Licensed Area immediately, leaving the Licensed Area and all Equipment in good order and repair and broom clean. It is not the intention of either County or Contractor to create between them the relationship of landlord and tenant or to confer any rights upon Contractor as would amount in law to a landlord-tenant relationship. Rather, this Agreement is intended solely to create a privilege on the part of Contractor to utilize the Licensed Area solely in the performance of the Services under this Contract and for only so long as this Contract remains in effect. This privilege is personal to Contractor and may not be assigned or transferred in any way without approval of the County, in its sole and absolute discretion.

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- B. Services and Utilities.** Utilities are not separately metered to the Licensed Area. Therefore, the License Fee described in Section 16.A is a "gross" fee. The County will provide through existing systems, electricity for lighting and equipment, heating, ventilating and air conditioning, and natural gas for kitchen equipment to the extent currently available. Contractor shall be responsible for telephone and other services desired. Services shall be provided at the times and to the levels provided in the rest of the Criminal Courts Administration Building.
- C. Ingress and Egress.** The County further grants to the Contractor the right of ingress and egress to and from the Licensed Area by Contractor, and its employees, contractors, suppliers, servicemen, guests, and invitees, provided that such rights of ingress and egress shall not disturb normal business operations conducted in the Complex and are at all times exercised in conformance with any and all Complex hours of operation, including any variations in hours of operation as are determined from time to time by the County or the Court. In addition, such ingress and egress shall be in conformity with any and all regulations promulgated by the County or its representatives or other lawful authority for the care, operation, maintenance and protection of the Complex and the public.
- D. Equipment in Licensed Area.** The County will provide certain equipment, defined in Section 10.A under the terms and conditions set forth in Section 10.
- E. Restrictions on Use of Licensed Area.** The facilities made available to Contractor under this Contract may not be used in connection with operations unrelated to the Contract. The Contractor will have access to existing utilities. If any additional capacity is required, the Contractor will be responsible for identifying such requirements and for meeting such requirements.
- F. Key Control.** The County shall have control of all keys, locks and security for the Complex. Contractor shall have keys and access to the Licensed Areas only. Contractor and Contractor's employees, suppliers, contractors, vendors, agents and invitees will be provided access to the Complex by following the standard security measures applicable to the general public. The County, including but not limited to the Cook County Department of Facilities Management, the Cook County Sheriff, the Office of the Chief Judge, and the Cook County Real Estate Management Division, shall have access to the Licensed Area at all times, for purposes of inspection and confirming compliance with the terms of this Contract. The Cook County Sheriff provides security to the Complex. Internal security within the Licensed Area shall be Contractor's sole responsibility.

9. CONTRACTOR'S EMPLOYEES

All Complex policies and procedures shall be adhered to by the Contractor and all Contractors' employees, suppliers, contractors and vendors. Contractor warrants that its employees shall be free of all communicable diseases and shall have passed a standard physical examination which shall include drug testing. Such examinations and any associated costs will be the responsibility of the Contractor.

- A. Food Service Staff Employees.** Contractor shall recruit and employ solely at its own expense, a sufficient number of employees to fully perform the Services, including replacement and/or back-up employees. Contractor shall be responsible for scheduling, training and supervising all Contractors' employees. Contractor shall promptly advise the Executive Officer of all disciplinary problems encountered with Contractor's employees
- B. Food Service Management Employees.** In addition to food service staff employees, Contractor shall recruit and employ, solely at its own expense, professional management and technical staff including management consultants, sanitarian experts, and training, clerical and administrative personnel necessary to assure the provision of high quality food services. Food service management employees shall be in attendance whenever the Licensed Area, or any portion of the Licensed Area, is in operation to assure quality performance.

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- C. Food Service Director.** Contractor shall provide a full time on-site lead manager (Food Service Director) who shall manage the entire food service operations. The Food Service Director shall have a minimum two years of consecutive management in a position with comparable responsibilities. The Food Service Director's qualifications (resume) shall be submitted with the Bid Package. The County shall be notified if there is a change in personnel of this position.
- D. Sanitation Manager.** Contractor shall at all times during food service operations, have at least one certified Food Service Sanitation Manager on duty in the Licensed Area. All such sanitation managers shall be certified in accordance with the State of Illinois Food Service Sanitation Manager Certification pursuant to Section 750.1800 of the Illinois Food Service Sanitation Code. (77 Ill. Admin. Code Ch. I, Sec. 750.1800), as such regulations may be amended from time to time. The foregoing does not limit in any way the Contractor's obligation to comply with all applicable laws.
- E. County's Rights to Request Removal.** The County reserves the right to request removal and replacement of an employee at any time pursuant to the General Conditions of this Contract. All training, certification, membership in professional groups and registration required to meet the obligations of this Contract shall be the responsibility and expense of the Contractor.
- F. Training.** Contractor shall regularly provide all food service employees with in-service training as required by this Contract and as recommended by the City of Chicago, the State of Illinois Department of Public Health and any other regulatory agency.
- G. Security.** All employees shall be thoroughly screened by Contractor before working at the Complex due to the potential contact with judges, jurors and matters of a sensitive nature. Screening shall include, but is not limited to, a criminal background check, polygraph test, fingerprinting and photographs. The County reserves the right to do background checks on Contractor's employees and to review Contractor's records relating to security issues.
- H. Identification Cards.** Contractor shall be responsible for issuing photo identification cards to each of its food service employees. The form of this photo identification card shall be approved by the County prior to issuance. Contractor's employees shall be required to wear such identification whenever they are in the Complex. No person shall be admitted to the Complex without proper identification. Each employee entering the Complex shall be subject to the security procedures in place at the Complex from time to time.
- I. Uniforms.** The Contractor shall provide distinctive uniforms and regular laundering of uniforms to all food service employees and anyone else within the food service areas. "Distinctive" uniforms shall mean uniforms which are not easily confused with those worn by Sheriff's personnel or other law enforcement or Court personnel. Full-time food service employees shall have a sufficient number of full uniforms to allow clean uniforms to be worn at each shift. Hairnets or disposable hats will be worn by all food service employees while in food production or service areas. All food service staff employees shall wear uniforms while working at the Complex. The County reserves the right to approve or reject the style of uniform proposed by Contractor prior to commencement of this Contract. Uniform costs for all food service employees shall be borne by the Contractor.

SPECIFICATIONS**10. MAINTENANCE OF LICENSED AREA AND EQUIPMENT**

- A. Condition of Licensed Area.** Contractor's submission of a bid shall be conclusive evidence against Contractor that the Licensed Area was then in good order and satisfactory condition. No promises of County to alter, remodel, improve, repair, decorate or clean the Licensed Area or any part thereof have been made, and no representation respecting the condition of the Licensed Area or the Complex have been made to Contractor by or on behalf of County. To the extent that Contractor desires or plans to revise the kitchen lay-out or make any other modifications or changes to the Licensed Area, such alterations shall be subject to approval by the County, which may be withheld in the County's sole discretion. If consent is granted, such consent may be on such conditions determined by the County in its sole judgment, and all expense for such alterations shall be solely Contractor's obligation and shall not be reimbursable by County. Contractor must additionally obtain the County's permission prior to installing any fixtures.
- B. Repairs by County.** County shall not be responsible for any maintenance or repairs to the Licensed Area, but shall be responsible for maintenance and repairs to structural elements of the Complex and for portions of building systems located outside the Licensed Area (including under the floor or outside demising walls and above the concrete slab ceiling) to the extent such maintenance or repairs are necessary to allow the use of the Licensed Area for the performance of the Services.
- C. Maintenance and Repair by Contractor.** Contractor, at its own expense, shall keep the Licensed Area in clean and sanitary condition and in good repair, all in a manner consistent with a Class A food service operations, and shall repair promptly and adequately all damage to the Licensed Area caused by Contractor or any of its employees, contractors, agents, invitees or licensees, or otherwise (unless caused by County's negligence or willful acts) including replacing or repairing all damaged or broken glass, fixtures, equipment and appurtenances resulting from any such damage, under the supervision and with the approval of County and within any reasonable period of time specified by County. If Contractor does not do so promptly and adequately, County may, but need not, make such repairs and replacements and Contractor shall pay County the cost thereof on demand.
- D. Repairs by Contractor.** Repairs shall include all necessary replacements, renewals alterations, additions and betterments. All repairs and replacements made by Contractor shall be at least equal in quality and cost to the original work performed in constructing the Licensed Area and shall be made by Contractor in accordance with all laws, ordinances and regulations, whether heretofore or hereafter enacted. Prior to commencement of any work, Contractor shall provide County with the following: appropriate evidence of Contractor's ability to pay for such work and materials, and shall deposit any security reasonably requested by County; name and address of any contractors, together with evidence of insurance, including builder's risk insurance, adequate in County's judgment, and instruments of indemnification against any and all claims, costs, expenses, damages and liabilities which may arise in connection with such work. If Contractor does not do so promptly and adequately, County may, but need not, make such repairs and replacements and Contractor shall pay County the cost thereof on demand.
- E. Specific Maintenance Obligations of Contractor.** The following obligations of Contractor are in addition to and not in limitation of the general repair and maintenance obligations of Contractor described in Section 10.C or elsewhere in this Contract.

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- i. **Kitchen Equipment.** Contractor shall maintain all kitchen grease traps and exhaust systems, in a clean and healthful condition, in a manner consistent with the operation of a Class A food service facility, which shall include fully cleaning such systems not less than once per month. Contractor shall not permit any improper disposal of grease or oils in sinks, drains or otherwise and shall make all necessary arrangements for proper disposal of grease and oils in appropriate containers. Contractor shall obtain and maintain in force during the Term maintenance contracts with respect to the equipment with reputable licensed contractors, which shall include a contract with a licensed plumbing contractor to perform monthly maintenance on building sewers and plumbing systems that are affected by the Contractor's operations, including cleaning of grease traps, rodding of drains to ensure proper flow, and any ordinary preventative maintenance as required due to the performance of the Services. Contractor shall coordinate performance of the plumbing services and other services affecting systems of the Complex with the Court and supply the Court with evidence that such services have been performed as required.
- ii. **Maintenance Contracts.** No later than ten (10) days prior to the Food Service Commencement Date, and immediately upon Contractor's execution of any maintenance or extermination contracts, or after the Court's request for such contracts, Contractor shall furnish to the Court copies of all maintenance contracts required hereunder or otherwise entered into by the Contractor. Contractor shall also provide evidence to the Court of provision of and payment for extermination services and maintenance of grease traps and exhaust systems. If Contractor fails to enter into extermination and maintenance contracts acceptable to the Court or fails to pay amounts due there under, County shall have the right (on five days written notice, unless County considers such situation to require immediate action to avoid injury to persons or damage to property) to contract and pay for such services on behalf of Contractor at Contractor's expense, in addition to any other remedies of County under this Contract.

11. SANITATION; JANITORIAL SERVICES

Housekeeping and sanitation in the food service areas will be a priority and shall be maintained by Contractor at high levels at all times. A Sanitation Plan shall be developed by Contractor and submitted as part of the Bid Package. Such Sanitation Plan may be amended from time to time provided that the Executive Officer is notified in writing and at all times is provided with the current Sanitation Plan which is in full compliance with the requirements and guidelines of all regulatory agencies, including, but not limited to IDPH (Illinois Department of Public Health), City of Chicago, and OSHA. The Sanitation Plan shall include documented employee training as to proper sanitation techniques including use of chemicals for cleaning and sanitizing, safe food handling and storage, and proper daily disposal of cooking oils and fats. The receipt of the Sanitation Plan by the County shall in no way relieve Contractor of its obligation to comply with all Laws.

- A. **Cleaning, General.** Contractor shall be responsible for cleaning and housekeeping in all food preparation and service areas, food service employee washrooms and locker rooms and food and non-food storage areas. Such duties shall include but are not limited to:
 - i. cleaning floors in the Licensed Area, including but not limited to kitchen, storage, service and dining areas at least daily or more often as needed;
 - ii. cleaning walls, ceilings, light fixtures and all door surfaces in the Licensed Area daily or more often as needed;
 - iii. cleaning and sanitizing all food service equipment, refrigeration units, smallwares, china, utensils, trash receptacles, work tables, racks, tables, grease screens and visible exteriors of all exhaust hoods (including back walls) in all food preparation, service and dining areas;
 - iv. Cleaning and sanitizing all refrigerated and freezer spaces including ceilings periodically as needed to comply with food sanitation practices and to promote operational efficiency.

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- B. Nightly Cleaning.** Contractor shall provide full cleaning and janitorial service nightly in and about the Licensed Area, excepting Saturdays, Sundays and County holidays. Such services shall be subject to supervision of the On-Site Coordinator or the Court's designee, and at Contractor's sole responsibility and by a janitor, cleaning contractor or employees at all times satisfactory to the Court. If County is at any time dissatisfied with the cleaning and janitorial service provided by Contractor, County shall have the right (on five days written notice from the Court, unless County considers such situation to require immediate action to avoid injury to persons or damage to property) to provide additional cleaning or janitorial service and charge Contractor for such service at County's customary rates.
- i. Specific Requirements for Floors. Contractor shall not allow any use of water hoses in the Licensed Area, but instead shall clean the floors by mopping.
- C. Daily Cleaning and Maintenance.** In addition to nightly cleaning and janitorial services, Contractor shall provide, at Contractor's sole expense full cleaning and maintenance services to the Licensed Area during business hours. Personnel shall be on duty at all times during operation of the dining area who are dedicated to providing cleaning and maintenance of the seating area and dining areas, and not to preparation or serving of food.
- D. Trash And Refuse Removal;** Contractor shall keep all trash and refuse in covered trash receptacles, which trash receptacles shall be kept within the Licensed Area at all times, and in no event stored outside of the Licensed Area. Contractor shall cause such trash and refuse to be removed from the Licensed Area in the manner, at such times, and in such areas as County may designate for such purpose. Contractor shall further comply with any County recycling programs, including providing receptacles and recycling services for recyclable items. If space is adequate, Contractor shall use County's trash compactor for wet waste and shall pay one-half the cost of operating and disposal. Contractor shall be solely responsible at its own expense for daily removal and proper disposal of all cooking oils and fats, as provided in Section 10.E.i.
- E. Hazardous Materials.** Contractor shall establish and maintain hazardous chemical log books and records and shall comply with all applicable standards, laws or regulations concerning the use, storage and handling of hazardous substances.
- F. Extermination Services.** Contractor shall develop and maintain an effective program for extermination and control of vermin and rodents in all food service areas and for the floors of the Complex directly above and below the food service areas. The program must be coordinated with the extermination program of the County. The program must provide for extermination services from a reputable exterminator on a monthly basis, or on a more frequent basis if County reasonably requests more frequent service. All materials used must have E.P.A. registration and be designed for use in food production, storage and consumption areas. All materials are to be applied at not more than the maximum dosage indicated by the manufacturers and applied as per the manufacturers listed precautions for that product. All materials shall be kept under lock and key when not in use. All containers must be clearly marked with their contents. No insecticides shall be placed in food containers. No insecticides may be stored in food production, storage or consumption areas. Contractor shall disclose its vermin rodent control program within its Sanitation Plan.

12. CONSERVATION POLICY

Contractor shall perform services in such a manner as to conserve electricity, gas, water, steam and all products used in connection with this Contract. It will be the Contractor's responsibility to notify the Complex engineer-on-duty when an area is vacated, so that lights and ventilation can be shut down as necessary to conserve energy. As part of the scope of operations under the Contract, the Contractor shall comply with Complex's established or developed recycling plan.

SPECIFICATIONS**13. CONTINGENCY PLAN**

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

14. EQUIPMENT, SMALLWARES AND SUPPLIES

- A. Existing Equipment.** The County will furnish to Contractor the existing County-owned inventory of equipment in the Licensed Area as of the date of commencement of the Contract (the "Equipment"), for use by Contractor during the term of this Contract. All such equipment shall remain the property of the County. The inventory of the County-owned equipment as of November 2013 is set forth in Exhibit B of these Contract Documents, and will be updated at or around the time of the Pre-Bid Conference described in Special Condition SC-07. However, as the inventory of equipment is in continuous use by the current Contractor, the County cannot be responsible for continued availability or condition of any item of equipment. The Equipment is used, therefore the Contractor accepts the Equipment available in the Licensed Area as of the commencement of the Contract in "as is" condition, and acknowledges that such Equipment is sufficient for the purpose of performing this Contract. Contractor will be required to provide any additional items of equipment deemed necessary by Contractor to perform under this Contract. If Contractor does not wish to utilize some or all the Equipment, Contractor shall so notify the County and the County will remove those pieces of Equipment from the Licensed Area.
- B. Replacement and Repair of Equipment.** The Contractor is fully responsible for maintenance and repairs of all Equipment and shall keep all Equipment in good and sanitary condition. Should County equipment be deemed non-repairable due to age or prohibitive maintenance costs, the Contractor may replace equipment with Equipment of their own and shall maintain ownership upon termination of this contract. The Contractor will incur all costs associated with the installation and removal of any replaced equipment. Contractor shall use only licensed and qualified vendors, approved by Cook County Facilities Management, for servicing Equipment and shall provide evidence of such qualifications to the On-Site Coordinator in every instance in which service is provided. The Contractor must notify the Facilities Management when equipment will be replaced, and the County will be responsible for salvaging the existing equipment.
- C. Records of Equipment.** Contractor shall be responsible for maintaining records of all Equipment including additions, replacements and removal from the initial inventory. At the end of the Contract term either by expiration or termination, Contractor and County shall jointly conduct a closing inventory, documenting additions and deletions from the initial inventory.
- D. Contractor's Equipment.**
- i. Required Contractor's Equipment.** The Contractor shall be required to supply the equipment set forth on Exhibit C ("Required Contractor Equipment") at no cost to the County. The Required Contractor Equipment shall be compatible with the connections for installation shown on the plan attached as Exhibit A and the Equipment inventory attached as Exhibit B.

SPECIFICATIONS

- ii. **Optional Contractor's Equipment.** To the extent that equipment not provided by County is deemed desirable or necessary by Contractor, such equipment shall be purchased for use in performance of this Contract by Contractor at no cost to Cook County. Any equipment brought into the Complex by Contractor shall be plainly identified to County as Contractor-owned equipment and shall remain the property of Contractor at the conclusion or termination of this Contract. No such equipment will be recognized by County as Contractor's property unless the equipment is identified in writing to the Court at the time the equipment is brought on site, by description, including make, model and serial number. Contractor shall also identify the ownership status of each piece of equipment brought on site, i.e. leased, pending contract for purchase or owned outright by Contractor.

- E. **Furniture.** The County will furnish to the Contractor the existing County-owned inventory of furniture in the Licensed Area, including furniture for the general public dining and Judges' dining area, for use by the Contractor during the term of this contract. If additional furniture is required, Contractor will be required to purchase tables and chairs acceptable to the County and consistent with the décor. Such furniture will remain the property of Contractor.

- F. **Maintenance of Equipment.** Contractor shall provide, on a timely basis, preventative maintenance and repair of all kitchen equipment to the satisfaction of the Department of Facilities Management. Maintenance services shall insure that all kitchen equipment is being maintained in accordance with manufacturer's recommendations and is operating in accordance with manufacturer's technical specification for each piece of equipment being maintained. Cost for such maintenance and repairs shall be borne by Contractor. Contractor shall set forth as a separate component of its bid proposal, the estimated amount that Contractor expects to incur in order to repair the existing equipment located within the Complex. This sum is not a reimbursable expense to Contractor, but is to be provided to the County for informational purposes only.

- G. **Smallwares and Supplies.** Contractor shall provide all small wares required for performance of this Contract including glass plates and metal flatware and utensils. It is Contractor's responsibility to maintain an adequate inventory of small wares to support daily food service operations. Paper and Styrofoam cups can be used where appropriate, with a stock of glass cups available by request. Supplies of paper products, disposable products, hats, aprons, soaps, chemicals, and commodities including foodstuffs, dry goods, canned foods, frozen foods, cereal, spices and the like shall be at Contractor's expense and shall be considered as included in the contract proposal. Contractor shall be presumed to be the owner of all supplies and food inventories procured for this contract. Contractor shall be free to negotiate with the existing vendor as to any terms and conditions for sale or transfer of ownership of food and non-food supplies existing with the Complex owned by the existing food service vendor.

15. INSPECTION OF SERVICES

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

SPECIFICATIONS

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

16. PROPOSAL

Bidders shall include in the Bid Package a completed Proposal in the form attached hereto.

A. License Fee. Contractor shall remit a license fee ("License Fee") for use of the Licensed Area during the three (3) year contract term, and any renewal periods, in the amounts set forth below. For any partial month included in the term of this contract, the Monthly License Fee shall be prorated and paid for the number of days of such month included in the term. "Year 1" shall be the period from the Effective Date through the last day of the 12th full calendar month following the Effective Date, with each succeeding period being a twelve (12) month period commencing on the anniversary of the effective date. The contractor shall receive a monthly invoice for the license fee from the County Real Estate Management Division.

Period	Monthly License Fee	Annual License Fee
Year 1	\$5,556.00	\$67,980.00
Year 2	\$5,834.95	\$70,019.40
Year 3	\$6,010.00	\$72,120.00
Year 4 (1 st Option Period)	\$6,190.30	\$74,283.60
Year 5 (2 nd Option Period)	\$6,376.00	\$76,512.00

B. Compensation for Meals. Contractor shall be compensated for meals by Cook County at the per meal rates set forth in the successful bidder's Proposal multiplied by the total number of actual meals served in each category.

C. Meal Compensation Rate. Contractor shall be entitled to be compensated for food service on the basis of a per meal rate multiplied by the total number of jurors fed for each billing period, as evidenced by the number of vouchers utilized by the County or any other system of authorization for compensation as may be employed by the County. The meal prices shall include the cost of the waiting staff, deliveries to courtrooms, all management and supervisory services, all Contractor's profit and overhead costs and all other supplies, products and services which are required to be provided by Contractor at Contractor's cost. The meal prices proposed by Contractor shall be utilized by County as a basis for evaluating the lowest responsible bidder for purpose of Contract award. The unit prices shall remain firm for the first year of the contract. For purposes of evaluating the total cost impact of the unit prices of the bid proposal, the unit prices shall be multiplied by the estimated number of units for the three (3) year contract term to reflect the total bid cost for the three (3) year term of the contract. The number of units for evaluation purposes is an estimate only. Actual numbers will vary, and such variations will not affect the unit price paid by County.

SPECIFICATIONS**17. BIDDER QUALIFICATIONS AND REQUIREMENTS**

- A. Qualifications.** A bidder must be able to demonstrate its ability to provide a high quality food service program, including its ability to provide food supplies and products, uniforms and other supplies. Bidders shall provide evidence of prior experience in providing food service in an institutional or public setting; similar contracts for food service under which bidder has provided food service during; qualifications and experience of company management; and qualifications of key personnel who will be assigned to this Contract. In submitting a Bid Package, bidder warrants that it meets these requirements.
- B. References.** Bidder shall provide references for at least three contracts of a similar nature either currently in existence or expired within the past year.
- C. Contingency Plan.** Each bidder shall provide a Contingency Plan for providing service in the event of strikes, riots, fire, power failure or other catastrophic events that may curtail or impact on the normal operation of the Complex. Contingency Plans shall include the Contractor's plans for providing uninterrupted food services including, but not limited to, designation of off-site locations for food preparation where necessary, alternate staffing plans and any other proposals to demonstrate the Contractor's capability of responding to catastrophic occurrences.

18. BID SUBMISSION REQUIREMENTS; BID PACKAGE.

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

- A.** Proposal pursuant to Section 16;
- B.** Bidder qualifications pursuant to Section 17.A;
- C.** Bidder references pursuant to Section 17.B;
- D.** Food Service Director Qualifications pursuant to Section 9.C;
- E.** Sanitation Manager Qualifications pursuant to Section 9.D;
- F.** Staffing Plan describing Contractor's plan for providing the Services in accordance with the Contract Documents, including coverage for late meals;
- G.** Contingency Plan pursuant to Section 17.C;
- I.** Food Service Proposal, with sample menus, pursuant to Section 5;
- J.** Quality Control Plan pursuant to Section 7;
- K.** Sanitation Plan pursuant to Section 11;

ACE COFFEE BAR, INC.

COMPANY HISTORY and OTHER INFORMATION

Ace Coffee Bar, Inc. is a family owned corporation. In 1948, Mr. Barney Cavitt began Ace Coffee Bar operating as a side-business selling coffee from his car lot in Elgin, Illinois.

From Office Coffee Service, Mr. Cavitt quickly branched into all aspects of refreshment services for local business, industry, educational and health care institutions:

- Vending
- Cafeterias Dining Services
- Catering
- Drinking Water and Heat Relief

Through Mr. Cavitt's entrepreneurial inspiration, Ace Coffee Bar is now the largest vending service operating in both the greater Chicago and greater Rockford regions. Ace service area covers over 20 counties in Illinois, Wisconsin, and Indiana.

Ace is also a formidable food service, office coffee service, and drinking water supplier for this same geographic region.

Ace is now managed by Mr. Cavitt and his four children, Sandra, Rodney, Lisa and Jill. Mr. Cavitt's children all carry his genetic disposition towards independence and entrepreneurship, along with his tremendous work ethic, guaranteeing Ace Coffee Bar a healthy and prosperous future.

Ace's annual gross income breaks down as follows:

- \$33M in vending sales
- \$5M in cafeteria sales
- \$2.5M in catering sales
- \$3.5M in office coffee sales
- \$4.5M in drinking water sales

Any single one of these divisions is large enough that it could stand as a separate business, operating independently of the others.

The synergy offered by these divisions allows Ace to offer products and services unique to Ace and absent from other companies offering similar services:

- Kitchen-fresh food for our vending machines prepared in our company commissary where we prepare over 10,000 items – sandwiches, salads, entrees, etc. – each day for our vending customers.

- Doughnut shop-fresh pastry made daily in our company bakery, over 11,000 items each day, for our vending and dining service customers.
- Custom roasted coffee-the freshest coffee possible-blended and roasted in Ace's coffee roasting facility in Streamwood.
- Catering services capable of producing very large events in a very economical fashion-assembly line production for box lunches, large oven capacity for simultaneous production of large quantities of food, 365 a day-a-year staffing, a fleet of over 85 delivery vehicles and a staff of creative, capable and flexible chefs and managers willing to create an event exclusive for any client.

ACE COFFEE BAR REFERENCES

Account	Client Contact	Phone
Cook County Criminal Courts Chicago, IL	Dave Smid	(312) 603-3083
Lifesource Rosemont, IL	Alice Rebbechini	(847) 736-7189
Applied Systems University Park, IL	Louise Holly	(800) 999-5368
JB Hunt Chicago, IL	Ken Miller	(773) 843-7901
Arcelor Mittal Steel Burns Harbor, IN	Jennifer Tarnowski	(219) 787-2273

QUALITY CONTROL PLAN

Ace Coffee Bar will use as minimum standards all applicable laws and regulations regarding the safe handling of food. At all times Ace will employ and have on-site a certified person in food safety and sanitation, and this person will have the right and duty to cease and correct any activity that jeopardizes food safety.

The designated member from the Office of the Chief Judge will have unencumbered access to all areas covered by the agreement and may monitor all activity of Ace Coffee Bar within the licensed area at 2650 S. California.

Ace has successfully managed the facility and this contract for over three years—our process for providing high quality services is in place and effective.

All inspections and all actions necessitating corrective actions will be copied for the designated liaison of the Office of the Chief Judge.

FOOD SERVICE DIRECTOR—SANITATION MANAGER

Penny Myro, Ace's current food service director for this contract, will continue in place as our manager for the subsequent contract. Penny is an at-will employee who has agreed to manage and to continue to manage Ace Coffee Bar's operation at 2650 S. California.

Part of the Food Service Director's duties are to act as the Sanitation Manager, ensuring the area is to all specifications and best practice regarding the safety and sanitation of the food products and production equipment.

Penny's record and reputation demonstrates her as both capable and successful in managing this contract.

STAFFING PLAN

In addition to Penny, Ace retains 11 full-time employees to perform our service for the County. Included in that 10 are two highly-trained and experienced Chefs, and two Grill Cooks. We have staff on site until 4:30 every afternoon to provide evening service to the jurors and to keep the front, retail portion of the cafeteria open until 3PM.

There are 440 man-hours plus the manager expended each week in Ace's service at the Courthouse.

CONTINGENCY PLAN

In the event of an emergency, where Ace would be required to provide meals to Judges and Jurors without the use of the facilities at the courthouse, Ace Coffee Bar would utilize its Streamwood commissary to fulfill the obligations under this contract.

Ace's Streamwood commissary produces over 350,000 breakfast/lunch/dinner meals, all hot and complete, for a client within the city limits of Chicago. These meals are prepared 365 days a year, so there is always staff on-hand and product available, 24/7/365.

In addition to these meals, the commissary also annually produces:

10,000 box lunches

2,000,000 individual items for sale through Ace's vending machine service

\$5,000,000 in catering events for our business and industry clients

The commissary can sustain and maintain the contract for the Judges and Jurors for an extended period of time, if necessary.

MENUS

The following pages are the current menus being used for our service at 26th and California.

PROSPECTIVE MENUS FOR COOK COUNTY CRIMINAL COURTS BUILDING

In the front, retail section of the cafeteria we have the following items available every day: Made to order breakfast, breakfast sandwiches, fresh fruit, yogurt, cereal, oatmeal, pastry. Daily for Lunch/Dinner we offer Soup, a Salad bar, Pre-made salads, Pizza, Grill Items (burgers, dogs, chicken breast), made-to-order deli sandwiches. We always have a vegetarian item available in every category--sandwich/pizza/entree. We also have a variety of snacks, cold beverages, ice cream and other small order items to accommodate those customers looking for a snack instead of a meal. Entrees are listed below and subject to change. Juror meals are drawn from the daily entree offerings.

ITEMS ALSO AVAILABLE FOR RETAIL PURCHASE

	<u>JUDGES DINING ROOM</u>	<u>JUROR</u>	<u>JUROR</u>
	Menu 1	Menu 2	Menu 3
WK 1 MONDAY	PORK CHOP VESUVIO OVEN BROWNED POTATOES DILL CARROTS SOD-MINESTRONE HUNTERS CHICKEN PARSLIED RICE CORN ON THE COB SOD-CREAM OF BROCCOLI BAKED POTATO BAR BROCCOLI W/ CHEESE SAUCE BACON BITS SHREDED CHEDDAR SOUR CREAM SOD-CHICKEN NOODLE SWEDISH MEATBALLS EGG NOODLES GARDEN PEAS SOD-TOMATO FLORENTINE BATTER FRIED COD OR STUFFED GREEN PEPPER AU GRATIN POTATOES GREEN BEANS SOD-STUFFED GREEN PEPPER	TURKEY, VEGETABLE AND CHEESE CASSEROLE POTATOES OBIEN BISCUIT CHOP SUEY ORIENTAL VEGETABLES BROWN RICE CHICKEN MARSALA POTATOES VESUVIO CARROTS SWEDISH MEATBALLS EGG NOODLES SAUTEED SQUASH	FRIED CHICKEN BUTTERED NOODLES PEAS AND CARROTS SALISBURY STEAK MASHED POTATOES ITALIAN GREEN BEANS BEEF STEW NOODLES CORN MUFFIN YANKEE POT ROAST ROASTED POTATOES CALIFORNIA VEGETABLES BAKED HADDOCK MACARONI AND CHEESE STEAMED BROCCOLI
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			

ITEMS ALSO AVAILABLE FOR RETAIL PURCHASE

	<u>JUDGES DINING ROOM</u>	<u>JUROR</u>	<u>JUROR</u>
	Menu 1	Menu 2	Menu 3
WK 3			
MONDAY	ROASTED PORK W/ APPLESAUCE POTATOES O'BRIEN GREEN BEANS SOD-COUNTRY VEGETABLE	BEEF STIR FRY ORIENTAL VEGETABLES BROWN RICE	BAKED MOSTACCIOLI ITALIAN GREEN BEANS GARLIC BREAD
TUESDAY	SPAGHETTI W/ MARINARA ITALIAN VEGETABLES GARLIC BREAD SOD-CHICKEN W/ DUMPLINGS	CHICKEN CORDON BLEU BOILED SWEET POTATOES GREEN BEAN ALMONDINE	CABBAGE ROLLS MASHED POTATOES ORIENTAL VEGETABLES
WEDNESDAY	BEEF STEW SEASONED CARROTS MASHED POTATOES SOD-BLACK BEAN W/ BACON	BAKED CHICKEN W/ PEPPERS AND ONIONS PEAS MASHED POTATOES	BEEF BURGUNDY BUTTERED NOODLES PEAS AND CARROTS
THURSDAY	CORNED BEEF W/ CABBAGE BOILED RED POTATOES SOD-LUMBERJACK MIXED VEGETABLE	PASTA W/ CHICKEN AND ROASTED VEGETABLES GARLIC BREAD	BAKED CHICKEN PARSLIED POTATOES
FRIDAY	BEER BATTERED FISH POTATO WEDGES GREEN PEAS SOD-CLAM CHOWDER	TUNA CASSEROLE MIXED VEGETABLES PEA SALAD	WINTER MIX VEGETABLES FRIED POLLACK MACARONI AND CHEESE CARROTS

DAILY CLEANING TASKS

**YOU MUST WRITE INITIALS AND DATE AFTER
COMPLETING TASKS**

CLEAN W/ FOOD-SAFE SANITIZER/WATER, CONDIMENT
PUMPS AND ALL BEVERAGE NOZZLES AND TRAYS, WIPE
DOWN GRAY CARTS CLEAN ALL GLASS -

CLEAN OVEN DOORS, TABLES AND ALL EQUIPMENT IN HOT
PRODUCTION AREA INCLUDING SIDES OF STOVE, AND
FRYER - GRILL AREA- CLEAN GRILLS, WALLS, COOLERS,
SIDES OF GRILL, FLOORS UNDER GRILLS AND FRYER -

CLEAN AND POLISH ALL DOORS IN KITCHEN AND CAFÉ AND
COLD PRODUCTION AREA

DISHROOM - CLEAN SINKS, SHELVES -

CLEAN SHELVES UNDER SERVING AREAS, POLISH ALL
STAINLESS STEEL IN FRONT CAFÉ, -

WIPE DOWN ALL KITCHEN AND CAFÉ WALLS ESPECIALLY
AROUND DOORS

CLEAN ALL CARTS AND COFFEE POTS-GREEN GARBAGE
SECTION IN DINING ROOM,

CLEAN GARBAGE CANS AND GARBAGE BINS IN THE

KITCHEN AND DINING ROOM

CLEAN ALL SINKS INCLUDING MOP SINK

WEEKLY CLEANING TASKS

CLEAN FLOOR DRAINS

DELIME DISHMACHINE & WASH WALLS IN DISH ROOM

CLEAN INSIDE AND OUT BOTH FRYERS

CLEAN AND ORGANIZE COOLER & FREEZER
SWEEP & MOP STOREROOM, COOLER, FREEZER AND

PAPER STOREROOM

MONTHLY CLEANING TASKS

CLEAN VENTS IN HOOD SYSTEM

SPECIFICATIONS

- L. Bid Package Incorporated in Contract Documents.** Bidder shall fully detail all materials included in its Bid Package to illustrate the manner and means by which bidder will perform the services required by the Contract. The Bid Package is incorporated into the Contract Documents, and the bidder is advised that any service, term or condition offered or stated in the Bid Package shall be considered as binding obligations of the bidder. Notwithstanding the foregoing, nothing contained, set forth, offered or provided in the Bid Package shall be deemed to be accepted by County or included as a condition or term of this Contract, to the extent that such materials are in conflict with or are otherwise inconsistent with the express terms, conditions, instructions or specifications of these Contract Documents.
- M. Copies Provided.** Three copies of the bound supplemental materials shall be submitted along with three fully executed originals of the bid proposal. Bidder shall not separate, modify (except as expressly provided) or otherwise alter the ordering of the bid proposal documents. Bid proposals which are missing pages or which have not been completely filled out will be rejected. Bidder is prohibited from appending any materials or documents to the bid proposal, except as expressly provided.

19. PAYMENT

- A. Meals.** Payment for meals provided for jurors, staff and judges will be made to the Contractor in arrears, within a reasonable time period after Contractor submission of the respective invoice and other County-required documentation. Invoices shall be submitted monthly. Contractor shall prepare invoices in a form to be approved by the County. Contractor shall submit with its payment request the following: County Form 29-A and a certified statement of the number and type of meals provided. All payment requests shall be submitted to the court for approval of the number of meals charged for processing. No payment request which is incomplete will be processed for payment.
- B. License Fee.** Payment for the License Fee will be made by the Contractor in monthly payments in advance, made payable to the Cook County Treasurer and delivered or mailed to the Director of Real Estate Management, 69 W. Washington Street, Suite 1060, Chicago, Illinois 60602.

20. BOOKS AND RECORDS

Contractor shall maintain and provide the following books and records as required below:

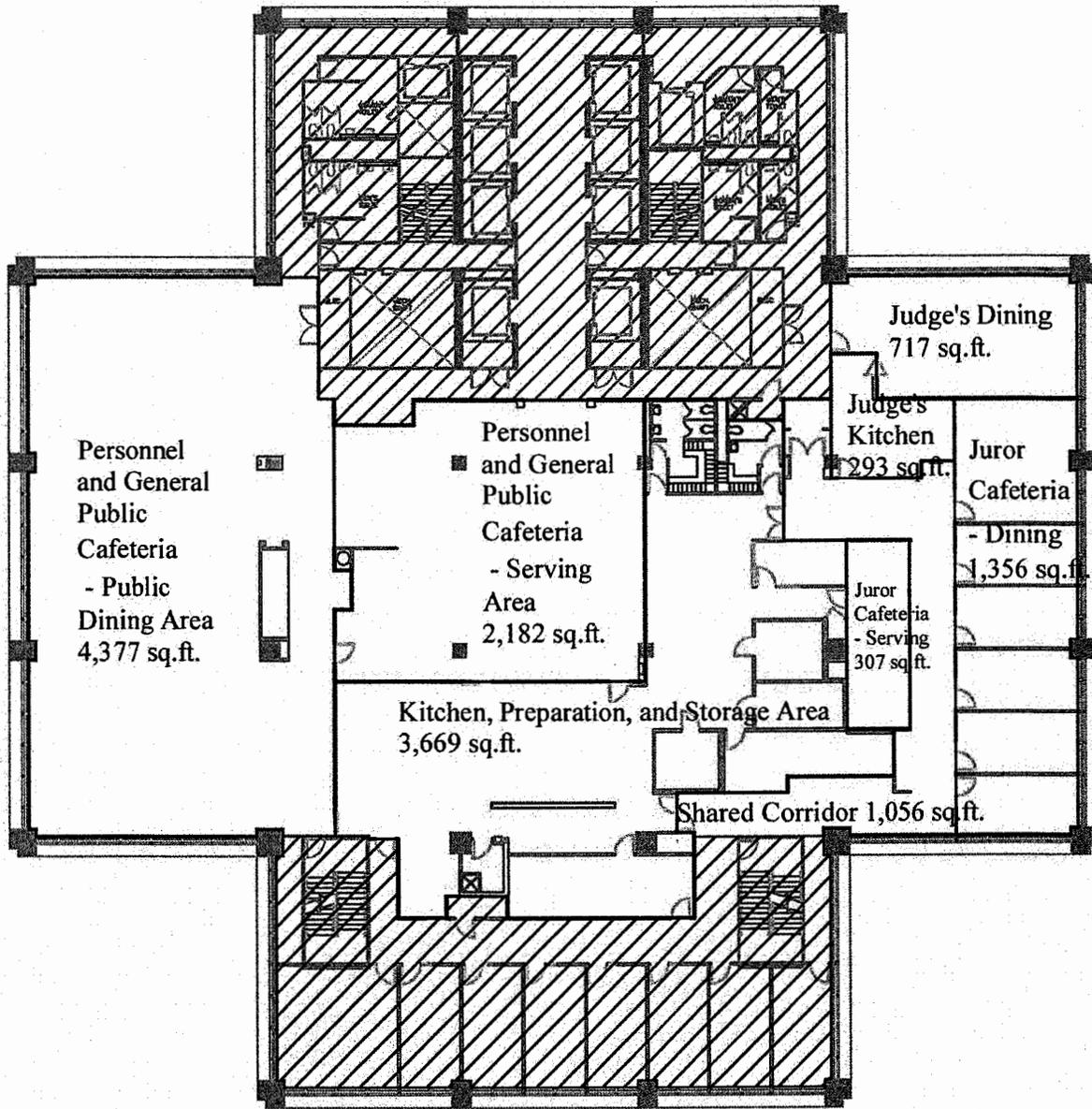
- A. Monthly Operations Reports.** Within 30 days after the end of each calendar month, Contractor shall submit to the Court a written monthly report describing problems encountered during such month, operating statistics (as defined below) and quality control monitoring and compliance. Operating statistics shall be provided in electronic format in an Excel spreadsheet. The Court may from time to time request additional information on reports. The County may withhold Contractor's payments if monthly reports are not timely submitted. The following operational statistics should be set forth within the monthly report:
- i. Daily Total Number of Cafeteria Meals, with a separate itemization for breakfast, lunch, dinner and snacks;
 - ii. Daily Total Cafeteria Revenue, with a separate itemization for breakfast, lunch, dinner and snacks;
 - iii. Daily Meals (served in Juror Cafeteria)-Lunch;
 - iv. Daily Breakfast Meals for Jurors and Staff;
 - v. Daily Lunch Meals;

SPECIFICATIONS

- vi. Daily Snack Meals;
 - vii. Daily Dinner Meals;
 - viii. Daily Meals (served in Judges Dining Room);
- B. Daily Records.** Contractor shall be required to maintain daily records of all food sales, including records of cash register receipts. Such records shall be maintained by Contractor at the Complex during the entire Contract term and any extensions thereto, and shall be available to County for audit upon request by the Court. After the expiration or earlier termination of this Contract, all such records shall be retained at Contractor's principal place of business in Cook County for a minimum of three years (3).
- C. Annual Statement of Revenues and Expenses.** Within one hundred eighty (180) days after the end of each calendar year (or Contractor's fiscal year, if not a calendar year) falling in whole or in part after the Food Service Commencement Date and during the balance of the term of this Contract, and without demand or notice to Contractor, Contractor shall deliver to the Court a statement of revenues and expenses for this Contract, certified by an independent public accountant to have been prepared in accordance with generally accepted accounting principles, and certified to be correct by an authorized officer of Contractor, setting forth (i) revenues for this Contract from all sources, including the meals for jurors, staff, judges, and the General Public Cafeteria revenues, and ; (ii) all expenses for this Contract.
- D. Books and Records Regarding Revenues and Expenses.** Contractor shall prepare and keep on the Premises, or at some other location acceptable to County, full, complete and proper books and records, prepared in accordance with generally accepted accounting principles, of Contractor's revenues and expenses in connection with this Contract. Such records shall include, without limitation, purchase orders or delivery receipts of inventory and merchandise delivered to the Premises; cash register tapes; serially numbered sales slips; sales tax returns; payrolls, contracts and payments for inventory, services and supplies, and such other records which would normally be examined by an independent accountant pursuant to generally accepted auditing standards in performing an audit of the entire business affairs and sales of Contractor, at, in, upon or from the Licensed Area and under this Contract. Contractor shall record at the time of each sale or other transaction, in the presence of the customer, all receipts from such sale or other transaction, whether for cash, credit or otherwise, in a cash register or cash registers having a cumulative total which shall be sealed in a manner approved by County and which shall possess such other features as shall be required by County. All of the foregoing books and records shall be maintained by Contractor for at least three (3) years after the expiration of the applicable calendar year.
- E. County's Right to Audit Contractor's Books and Records.** At any time or from time to time upon not less than two (2) days' prior written notice by County to Contractor, County or County's designated representative shall have the right during normal business hours to make an examination or audit of Contractor's books and records, at the Premises.
- F. Sales Taxes.** Contractor shall be solely responsible for filing, collecting and paying any and all taxes attributable to all food sales. All food sales shall be subject to the Illinois Retailer's Occupation Taxes. Contractor shall be solely responsible for obtaining and paying for any licenses or permits necessary to operate the food service operations.

EXHIBIT A

FLOOR PLAN OF LICENSED AREA



Not Included in Licensed Area

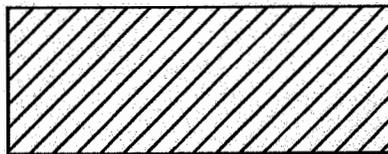


EXHIBIT B

EQUIPMENT INVENTORY
CRIMINAL COURTS ADMINISTRATION BUILDING
CHICAGO, ILLINOIS

<u>DESCRIPTION</u>	<u>GOOD</u>	<u>FAIR</u>	<u>POOR</u>	<u>CHANGE PLUG</u>	<u>COMMENTS</u>
Walk In Cooler	X				
Walk In Freezer	X				
Ice Maker with Bin					
Double Decker Convection Ovens		X			Calibration needed on ovens. One oven not heating properly
Restaurant Range	X				
Fryers with Filter (3)		X		Y	Warmer lamps not working
Tilting Braising Kettle	X				
Kettle	X				
Steamer	X				
Table Top Kettles (2)		X			One kettle leak from internal pipe
Food Warmer – Pizza	X				
Toaster			X		Not working as of 2011
Refrigerated Cook's Stand Grill	X				
Sandwich Slide	X				
Under the Counter Refrigerator Grill	X				

EXHIBIT B

<u>DESCRIPTION</u>	<u>GOOD</u>	<u>FAIR</u>	<u>POOR</u>	<u>CHANGE PLUG</u>	<u>COMMENTS</u>
Hot Plates (2)	X			Y	These may have plugs
Char Broiler	X			Y	
Flat Griddle	X			Y	
Refrigerated Cold Pan – Salad Bar	X				
Refrigerated Cold Pan –Deli	X				
Refrigerated Cold Pan –Grill	X				
Roll In Refrigerator Grill	X				
Refrigeration - Merchandise Cooler	X				
Tray/Pot Washer		X			
Under Counter Freezer – Grill	X				
Pass Through Heated Cabinet	X				
Hot Wells	X				

More power and outlets are necessary in the serving area. Specifically the center island could use three more circuits and corresponding outlets to use for toasters and county-top coolers. The pizza area could use one more circuit and outlet.

EXHIBIT C

REQUIRED CONTRACTOR EQUIPMENT

1. Juice Dispenser (One (1) unit required)
2. Iced Tea Brewer (Two (2) units required)
3. Ice/soda dispenser Six (6) - flavor ice cooled, cold plate with electric valves - (two (2) units required)
4. Coffee Brewer (two (2) units required)
5. Bag-in-box shelves with two (2) carbonators
6. Iced Tea Servers (two (2) units required)
7. Coffee servers (minimum of four (4) units required)

All equipment shall be of an appropriate size to fit the space allowed as shown on Exhibit A.

The soda lines from the carbonators to the island ice/soda dispenser and from this dispenser to the second ice/soda dispenser along the wall have been installed in sleeves. The soda purveyor shall provide all fittings and connections and labor/materials to complete the soda circuits from Item 3 and Item 5 listed above.

PROPOSAL

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. 1

Date: 3-10-14

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____



OFFICE OF THE CHIEF PROCUREMENT OFFICER

SHANNON E. ANDREWS

CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 • Chicago, Illinois 60602 • (312) 603-5370

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

EARLEAN COLLINS

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

EDWIN REYES

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

ELIZABETH ANN DOODY GORMAN

17th District

ADDENDUM NO. 1

March 10, 2014

**OPERATION OF THE CAFETERIA AT THE
CRIMINAL COURTS ADMINISTRATION BUILDING,
2650 S. CALIFORNIA AVENUE, CHICAGO, ILLINOIS
FOR
OFFICE OF THE CHIEF JUDGE**

CONTRACT NO. 1353-13213

To: All Bidders of Record

A. General:

This addendum revises bid documents. This addendum is issued to bidder of record prior to execution of contract, and forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.

B. Bid Form:

Acknowledge receipt of this addendum in space provided on bid form on the proposal pages. Failure to do so will subject bidder to disqualification.

C. Attachments:

The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Check receipt of attachments issued with this addendum.

D. Filing:

Insert attachments in respective contract document in correct sequence and location. Revise specification contents to reflect modifications of the addendum, as applicable.

Contract No. 1353-13213 - Addendum No. 1

Page 2

E. Responses to Questions

Question No. 1: What is the participation rate among the 2,000 employees in the café for breakfast, lunch, and breaks?

Answer: Employee participation is not tracked in public sales.

Question No. 2: Can the current Contractor provide an average check amount for breakfast, lunch and breaks?

Answer: The current Contractor does not track this information.

Question No. 3: What are the 2013 café and catering revenues?

Answer: Café revenues were \$364,408.10, as reported by the current Contractor for January through December, 2013). This number is for the front of the house only, and does not include juror meals.

Question No. 4: Can you provide the current staffing level for breakfast and lunch?

Answer: There are currently twelve (12) Full Time Employees and everyone is cross-trained.

Question No. 5: Has a survey been taken recently? If yes, can you share the results?

Answer: There was an internal survey conducted in November 2012, but those results are confidential. Survey results have no effect on this contract.

Question No. 6: Is water plumbed into the juror servery area?

Answer: There is water in the juror areas, but not in the courtrooms.

Question No. 7: Is water plumbed into the judge's dining room?

Answer: There is no water in the judge's dining room.

Contract No. 1353-13213 - Addendum No. 1

Page 3

Question No. 8: It was mentioned at the Pre-bid Conference/Site Inspection that 90% of the time, judges will order boxed lunches for jurors. Based on data provided on P-1, approximately 301 juror lunches are provided lunch each day, 271 being box lunches and 30 being served in the juror dining area. On page S-3, there is a list of mandatory lunch menus that will include a choice of seven different entrees, with at least four hot, plus a salad. For clarification, is it the expectation of Cook County that the Contractor will provide seven different entrees (at least four hot), plus a salad option for 30 people?

Answer: As stated, the Contractor must provide an option of seven entrees and a salad option as described in Section 5 of the specifications (Pages S-3 to S-4) for all jurors being served lunch. This includes those meals delivered and served in the dining room.

Question No. 9: Please clarify the differences or expectations between page S-2, #2D and page S-3, #5B as it pertains to lunches/dinners for jurors? Does the difference in menus differentiate between box lunches and lunches provided in the jurors dining area?

Answer: All dinners are served as boxed meals. Lunches served must adhere to Section 5 (Page S-3), unless the judge requests a boxed meal for lunch.

Question No. 10: On average, how many judges use the Judge's Dining Room on a daily basis? Would judges prefer to have meals catered to them in their chambers, thereby eliminating the need for the Judge's Dining Room? As courtroom catering becomes the norm, is it possible that the juror and judge dining rooms will no longer or rarely be used?

Answer: Approximately fifteen (15) judges use the Judges' dining room on a daily basis. The judges will continue to come to the Judges' dining area to be served.

Question No. 11: Exhibit B lists equipment provided by Cook County. Exhibit C lists required contractor equipment. I don't see Point of Sale (POS) on either list. Who is responsible for providing POS?

Answer: The awarded Contractor would provide this piece of equipment, along with any equipment to process debit/credit cards.

Question No. 12: Exhibit B mentioned additional outlets, etc. that are needed. Who will be responsible to arrange this, and who will absorb the cost? Is this part of the "as is" agreement?

Answer: The mention of additional items being needed is recommended by the current Contractor to meet their needs. Each bidder would need to assess their own need for additional outlets. If needed, this would be the responsibility of the Contractor and needs to be coordinated with Facilities Management at the Criminal Court Administration Building.

Contract No. 1353-13213 - Addendum No. 1

Page 4

Question No. 13: Will Cook County entertain allowing the awarded Contractor to install and operate a coffee kiosk in the main lobby area to capture additional sales from the general public? If yes, is there space with power and water available?

Answer: No, the awarded Contractor will not be allowed to install and operate a coffee kiosk in the main lobby area.

Question No. 14: Will the awarded Contractor be allowed to advertise on sandwich boards in lobby and on the County's intranet site?

Answer: Currently, there is a pedestal sign board by the elevator bank; the current contractor places a daily menu sheet on the board. The awarded Contractor can continue to do the same unless otherwise directed. At present, there is no intranet advertising.

Question No. 15: Do the green trays belong to Cook County, or are they property of current Contractor?

Answer: These trays belong to the current Contractor. All County owned equipment is listed in Exhibit B of the bid document.

Question No. 16: Does Cook County have catering equipment, such as chafing dishes, carts, and other serving equipment?

Answer: No, this equipment would be provided by the Contractor. County owned equipment is listed in Exhibit B of the bid document.

Question No. 17: Who owns the stainless serving line for jurors? Who owns the equipment in the Judges' dining room?

Answer: The stainless steel serving line for jurors is Cook County property. Most of the equipment currently in the Judges' Dining room belongs to the current Contractor. A list of County owned equipment is provided in Exhibit B of the contract.

Question No. 18: Is there any other catering that takes place in the building, such as for staff meetings, retirement parties, etc.? If yes, do you have an approximate catering spend for events outside of Jurors/Judges' meals? Will the awarded Contractor have exclusive catering rights?

Answer: At times, there may be requests to cater meetings or ceremonies at the request of the Presiding Judge. Usually, the request is for refreshments and pastries. The average cost in 2013 was approximately \$60 per order. There is no exclusivity agreement for catering services.

Contract No. 1353-13213 - Addendum No. 1

Page 5

Question No. 19: Is the soda cooler (bottled beverages) near the cashier station property of the County?

Answer: No, the soda cooler is not County property. County owned equipment is listed in Exhibit B of the contract.

Question No. 20: Is the cooler with desserts (yogurt, milk, pudding,) property of the County?

Answer: Yes, the cooler with desserts (yogurt, milk, pudding,) is property of the County. County owned equipment is listed in Exhibit B of the contract.

Question No. 21: What is the timeframe for on-site presentations from the top candidates?

Answer: This is a bid, and the contract will be awarded to the lowest responsive and responsible bidder meeting specifications. There will be no on-site presentations for this contract.

Question No. 22: Based on comments from the pre-bid conference, I understood that the revenues on Page S-1, #2 represented only the juror meals. Can you confirm if the figure from 2012 of \$729,507.54 represents the entire operation (café, juror and judges meals) or just juror meals? The figures on page S-1 represent juror meals?

Answer: The figures on page S-1 for 2012 represent juror meals and café sales.

Café sales to the public were as follows:

2011: \$147,487.38 (August through December, 2011)
2012: \$407,216.97 (January through December, 2012)
2013: \$364,408.10 (January through December, 2013)

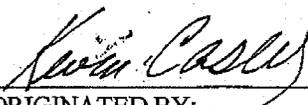
Juror Meal sales were as follows:

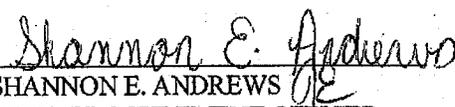
2011: \$141,173.51 (August through December, 2011)
2012: \$346,457.83 (January through December, 2012)
2013: \$335,603.44 (January through December, 2013)

Numbers may slightly vary from the contract due to invoices received since that time, and new 2013 information that is available.

G. Pre-Bid Conference Attendee Sign-in Sheet

Pre-Bid Conference Attendee Sign-in Sheet is attached to this addendum.


ORIGINATED BY:
Kevin Casey
Specifications Engineer


SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER

PRE-BID CONFERENCE ATTENDEE SIGN-IN SHEET

OPERATION OF THE CAFETERIA AT THE CRIMINAL COURTS ADMINISTRATION BUILDING
FOR
COOK COUNTY OFFICE OF THE CHIEF JUDGE

Buyer's Name: Kevin Casey
Contract Number: 1353-13213
Conference Date: Monday, February 24, 2014 at 9:30 A.M.
Conference Location: 2650 South California Avenue, Chicago, Illinois 60608

Attendee Name: DIRK PETERSON
Company Name: CBM PREMIER
Company Address: _____

Telephone: 605-310-8059
Fax: _____
E-Mail: DIRK@CBM MANAGED SERVICES
Please print clearly



Dirk Peterson
Resident Regional Director/Corporate Chef

Cell: (605) 310-8059
Office: (773) 674-4719
dirk@cbmfoodservice.com

Cook County Jail
2745 S. Sacramento Ave.
Chicago, IL 60623

Attendee Name: STEPHEN MILLER
Company Name: CBM PREMIERE
Company Address: 773 447-2400

Telephone: _____
Fax: _____
E-Mail: S.miller@macone-midway.com
Please print clearly

{Business Card}

Attendee Name: Jim Buonavolanto
Company Name: ~~CBM PREMIERE~~
T.B.C.
Company Address: _____
6801 W Roosevelt Rd
Berwyn IL 60401
Telephone: 708-749-2333 X236
Fax: _____
E-Mail: JIM BUONA @ BUONA.COM
Please print clearly

{Business Card}

Attendee Name: CARLO BUONAVOLANTO
Company Name: THE BUONA Co.
Company Address: 6801 W Roosevelt
Berwyn IL
Telephone: 708-749-2333
Fax: _____
E-Mail: CARLO BUONA @ BUONA.CO
Please print clearly

Carlo Buonavolanto
Principal
The Buona Companies
6801 W. Roosevelt Road
Berwyn, IL 60402
(708) 749-2333, ext. 238
Fax: (708) 749-9727
carlobuona@buona.com
www.buona.com



Attendee Name: Roger Sweeney
Company Name: Ace Coffee Bar

Company Address: 601 FLAKE ST
STREAMWOOD, IL

Telephone: 308 233 2800
Fax: 308 233 6636
E-Mail: rsweeney@acecoffeebar.com
Please print clearly

(630) 233-2840
FAX (630) 233-0636

Alsip
Rockford
Streamwood
rsweeney@acecoffeebar.com



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ROGER SWEENEY

Vice President of Sales and Marketing

Full Line Vending • Cafeteria Service • Catering and Special Events
Office Coffee Service • Coffee Roasting • Bottled Water • Private Labeling

Attendee Name: Lynette Stenglein
Company Name: Taher Inc

Company Address: 5570 Smetana Dr

Telephone: 952 945-0505
Fax: 952 945-0444
E-Mail: l.stenglein@taher.com
Please print clearly

Lynette Stenglein
Director, Corporate Development

(952) 945-0505

(612) 616-7380 Cell

(952) 945-0444 Fax

l.stenglein@taher.com

www.taher.com

Taher, Inc.
5570 Smetana Drive
Minnetonka, MN 55343-9022



IRA WILLIAMS
Corporate Development

CestSiBonFoodSvc@Gmail.com

Cuisine Worth Celebrating

3821 S. Giles Avenue
Chicago, IL 60653

312-730-4463

Attendee Name: IRA WILLIAMS
Company Name: CEST SI BON

Company Address: _____

Telephone: 312-730-4463
Fax: _____
E-Mail: CESTSI BON FOOD SVCS @GMAIL.COM
Please print clearly

Attendee Name: _____
Company Name: _____

Company Address: _____

Telephone: _____
Fax: _____
E-Mail: _____
Please print clearly

Attendee Name: _____
Company Name: _____

Company Address: _____

Telephone: _____
Fax: _____
E-Mail: _____
Please print clearly

{Business Card}

{Business Card}

ECONOMIC DISCLOSURE STATEMENT

**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

ECONOMIC DISCLOSURE STATEMENT

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.

ECONOMIC DISCLOSURE STATEMENT

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.

ECONOMIC DISCLOSURE STATEMENT

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: CRISTINA FOODS
Address: 4555 J RIVER
E-mail: cdovalina@cristinafoods.com
Contact Person: Cesar Dovalina Phone: 312 829 0360
Dollar Amount Participation: \$ 256,781
Percent Amount of Participation: 35 %
*Letter of Intent attached? Yes No
*Letter of Certification attached? Yes No

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: CRISTINA FOODS Certifying Agency: COOK COUNTY OFFICE OF CONTRACT COMPLIANCE
Address: 4555 S RACINE Certification Expiration Date: 11-21-14
City/State: CHICAGO Zip: IL-60609 FEIN #: 36-359 3300
Phone: 312 829 0360 Fax: 829 0408 Contact Person: Cesar Davalina
Email: Cdavalina@cristinafoods.com Contract #: 11-1353-13213
Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?
No Yes If "Yes", please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:
Produce and other raw material for food production

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:
256,781 35%

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

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

Signature (M/WBE)

Print Name

Firm Name

Date

Subscribed and sworn before me
this _____ day of _____, 20____.

Notary Public _____

SEAL

[Signature]

Signature (Prime Bidder/Proposer)

Regina Weary

Print Name

Ace Coffee Bar

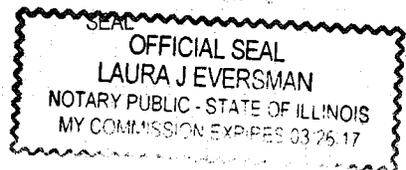
Firm Name

March 3, 2014

Date

Subscribed and sworn before me
this 3rd day of March, 2014.

Notary Public Laura Eversman





OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

EARLEAN COLLINS
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

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11th District

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12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

ELIZABETH ANN DOODY GORMAN
17th District

November 21, 2013

Mr. Cesar A. Dovalina, Jr., President
Cristina Foods, Inc.
4555 South Racine Avenue
Chicago, IL 60609

Annual Certification Expires: November 21, 2014

Dear Mr. Dovalina:

Congratulations on your continued eligibility for Certification as an MBE by Cook County Government. This MBE Certification is valid until **November 21, 2014**.

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

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

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the area(s) of specialty:

**Regular Dealer: Food – Bakery, Dairy, Freeze Dried, Frozen, Perishables and Staples;
Janitorial Supplies; Disposable Paper & Plastic; Restaurant Utensils & Equipment**

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

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/lar

ECONOMIC DISCLOSURE STATEMENT

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

_____ FULL MBE WAIVER FULL WBE WAIVER

_____ REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

35% to MBE

B. REASON FOR FULL/REDUCTION WAIVER REQUEST:

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

_____ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)

_____ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)

_____ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the Percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)

_____ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION:

_____ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)

_____ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in business. (Please attach)

_____ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)

_____ (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)

_____ (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION:

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

ECONOMIC DISCLOSURE STATEMENT

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).

ECONOMIC DISCLOSURE STATEMENT

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.

ECONOMIC DISCLOSURE STATEMENT

REQUIRED DISCLOSURES (SECTION 5)

1. **DISCLOSURE OF LOBBYIST CONTACTS**

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

Name

Address

N/A

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

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

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

Yes No

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

601 E Lake St JEFFERSON WOOD, IL 60107
3800 W 127th St Alsip, IL

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.

ECONOMIC DISCLOSURE STATEMENT

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.

ECONOMIC DISCLOSURE STATEMENT

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: Acelafteer Bar D/B/A: Jame EIN NO.: 36-2544893

Street Address: 601 E LAKS ST

City: Streamwood State: IL Zip Code: 60107

Phone No.: 630 233 2800

Form of Legal Entity:

- Sole Proprietor Partnership Corporation Trustee of Land Trust
 Business Trust Estate Association Joint Venture
 Other (describe) _____

ECONOMIC DISCLOSURE STATEMENT

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
ROBERT CAVITT	601 E LAKE STREAMWOOD	25
JANEA CAVITT-LANIER	601 E LAKE STREAMWOOD	25
LISA CAVITT-PATTEN	601 E LAKE STREAMWOOD	25
JILL CAVITT	601 E LAKE STREAMWOOD	25

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

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

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

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.

Name of Authorized Applicant/Holder Representative (please print or type) Title
 _____ VICE PRESIDENT
 Signature Date
 _____ 2-20-14
 E-mail address Phone Number
 _____ 630 233 2840

Subscribed to and sworn before me
 this 3rd day of March, 2014
 X _____
 Notary Public Signature



ECONOMIC DISCLOSURE STATEMENT

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

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

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

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

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

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

ECONOMIC DISCLOSURE STATEMENT

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: Reger Swamy Title: Vice President
Business Entity Name: Ace Coffee Bar Phone: 630 233 2800
Business Entity Address: 601 E LAKE ST. Streamwood, IL 60107

_____ 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. <u>N/A</u>		
2. _____		
3. _____		
4. _____		
5. _____		

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

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

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

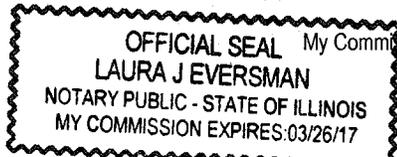
[Signature] Date 2-28-14 3-3-14
Owner/Employee's Signature Date

Subscribe and sworn before me this 3rd day of March, 20 14.

a Notary Public in and for _____ County

[Signature]
(Signature)

NOTARY PUBLIC
SEAL



My Commission expires _____

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

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

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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X _____
Notary Public Signature

Notary Seal

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

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

ECONOMIC DISCLOSURE STATEMENT

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 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: Ace Coffee Bar
BUSINESS ADDRESS: 601 E LAKE ST
STEAMWOOD, IL 60107
BUSINESS TELEPHONE: 830 233 2800 FAX NUMBER: 630 233 0636
CONTACT PERSON: Roger Sweeney
FEIN: 36 2544893 *CORPORATE FILE NUMBER: 1777 2422

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: RODNEY CARITT VICE PRESIDENT: RODNEY CARITT
SECRETARY: RODNEY CARITT TREASURER: RODNEY CARITT

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

Subscribed to and sworn before me
this 3rd day of March, 2014
X Laura Eversman

Notary Public Signature



*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



Family Owned and Operated Since 1949

601 E. LAKE STREET
STEAMWOOD, ILLINOIS 60107

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

February 27, 2014

Office of the Chief Procurement Officer
Cook County Purchasing Department
118 N. Clark Street
Room 1018
Chicago, IL 60602

Re: Contract No: H14-0010

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

A handwritten signature in black ink, appearing to read "RDC", with a horizontal line extending to the right from the end of the signature.

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

COOK COUNTY SIGNATURE PAGE

(SECTION 10)

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

John G. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 24 DAY OF May, 2014.

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

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

1353-13213

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 733,660⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not required

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 21 2014

COM _____