

BIDDER: TWOMAY TOE INC  
(TOMATOES)

CONTRACT FOR SERVICE

DOCUMENT NO. 1490-13941

ISSUED BY THE OFFICE OF THE CHIEF PROCUREMENT OFFICER

 ORIGINAL



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

BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TONI PRECKWINKLE, PRESIDENT

PRE-BID MEETING WILL BE ON THURSDAY, DECEMBER 11, 2014 AT 1:00 P.M.

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

BIDS TO BE EXECUTED IN TRIPPLICATE  
BID OPENING WILL BE ON  
WEDNESDAY, JANUARY 7, 2015 AT 10:00 A.M.  
LATE BIDS WILL NOT BE CONSIDERED  
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL 60602

MAR 11 2015

CONTACT: TANGELA MALLOY, SENIOR CONTRACT NEGOTIATOR, AT (312) 603-6827  
EMAIL: TANGELA.MALLOY@COOKCOUNTYIL.GOV

REQ# 114613

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGENERAL CONDITIONSGC-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

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

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-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.

## Office of the Chief Procurement Officer

What does the Office of the Chief Procurement Officer (OCPO) do?

1. "Responsiveness" check
2. Ensure adherence to the Procurement Process
3. We cancel IFB's (compromised or not in the best interest of the County)
4. We manage POs, Amendments and resolve disputes

What does OCPO expect?

1. Responsive and Responsible Bid
2. Adherence to IFB requirements
3. Competitive Pricing

FOR INFORMATIONAL PURPOSES ONLY

## High Level Scope Expectations

- 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.
- The County intends to award a contract effective for three (3) years with the option to renew for two additional (1) year periods.
- A bid deposit IS NOT required.

FOR INFORMATIONAL PURPOSES ONLY

### High Level Scope Expectations

- The Vendor shall provide boxed meals and snacks and is responsible for all facets of services, including but not limited to, the preparation and delivery of meals to jurors and courtroom attendants.
- The services shall be performed in a manner consistent with approved food service industry standards for comparable meal delivery services.
- Quantities are based on the total for (3) years. Cook County reserves the right to increase or decrease the quantities by any amount deemed necessary without adjustments in the unit price.

FOR INFORMATIONAL PURPOSES ONLY

### High Level Scope Expectations

#### TYPES OF MEALS

- Breakfast- Continental style with a minimum of (2) items, choice of beverage and choice of pastry.
- Lunch-Boxed lunch to include a minimum of (3) items with either a choice of sandwich with a bag of chips or salad and choice of beverage.
- Snack- A minimum of (2) items, choice of fruit cup or fresh fruit or chips or pretzels, choice of beverage.
- Dinner- A minimum of (3) items, choice of entrée, salad and choice of beverage.

FOR INFORMATIONAL PURPOSES ONLY

## MWBE Participation Goals

OUR ANALYSIS our analysis OUR ANALYSIS our analysis OUR ANALYSIS

Scope → wide – deep – diverse

✦ Many partnership permutations are possible

1. Compliance carefully looked at this scope
2. Established MWBE participation Goals:
  - 25% MBE and 10% WBE of the awarded contract price for work to be performed.

FOR INFORMATIONAL PURPOSES ONLY

## MWBE Participation Goals – Cont....

How to find MWBEs?

1. This event
2. Cook County Contract Compliance MBE/WBE/VBE Directory
3. City of Chicago MWBE database
4. Office of Contract Compliance

What if I cannot find a MWBE partner?

1. Meticulously follow the EDS instructions for full or partial waiver.
2. Communicate your intent to our office – we may be able to assist.

Very competitive market = many qualified MWBEs

**This event is an opportunity for MWBEs and Non-MWBEs to meet potential partners**

FOR INFORMATIONAL PURPOSES ONLY

## Timeline

Item	Estimated Date
1. RFP posted to the website	December 4, 2014
2. Pre-Proposal Conference	December 11, 2014 @ 1 p.m.
3. Proposer Inquiry Deadline	December 15, 2014 by 5 p.m.
4. Response to Inquiries - Tentative	December 18, 2014 by 5 p.m.
6. Bid Opening	January 7, 2014 by 10 a.m.
6. Contract Award-Tentative	January 15, 2014

FOR INFORMATIONAL PURPOSES ONLY

## Last IFB Reminders

1. **Common non-responsiveness:**
  1. Incomplete Requirements
  2. No notary stamps (EDS pages)
  3. Did not acknowledge Addenda
  4. Did not address a section or subsection
2. **Pricing Proposal**
  1. Bidders must quote all lines for consideration. (partial bids are not accepted)
3. **Check for Addenda at least once a week.**

FOR INFORMATIONAL PURPOSES ONLY



## Questions?

**Reminder:** Questions asked here today must be submitted **in writing** to Tangela Malloy, Senior Contract Negotiator (the POC in the IFB) at [tangela.malloy@cookcountyil.gov](mailto:tangela.malloy@cookcountyil.gov) to ensure a complete and accurate responses from our team.

**Cook County Illinois - Office of the Chief Procurement Officer**

**IFB 1490-13941 Vendor Clarifying Questions**

**Food Service for Impaneled Jury Trials Held at Richard J. Daley Center and Domestic Violence Courthouse**

CQ-001	Regarding MBE Policy Goals, what is the protocol in a situation where a bidder is in the MBE certification application process themselves, but has yet to be certified and does not know if the certification will be granted prior to or after the bid deadline?	SC-2.2	The County counts MWBE participation for credit towards goals when a firm has been certified as such. If the firm has a pending application with Cook County we will attempt to fast track the application, however it is no guarantee that the firm meet our criteria and gain the status as a certified MWBE, therefore credit is not given.
CQ-002	Once a menu is developed by us, who creates the order sheets for the court rooms?	SC-3	The Office of the Chief Judge will supply the meal order form.
CQ-003	Since we will get the orders in "bulk" how is the breakfast packed? In large trays, individual boxes, etc?	SC-3	Each courtroom will identify how many pastries are needed, and that amount should be served on trays or a box to each individual courtroom.
CQ-004	Since we will get the orders in "Bulk" how is the lunch packed? Individual boxes for sandwiches/salads and bulk for the chips and beverages?	SC-3	Lunch can be served as individual boxed meals or in bulk to each courtroom, as long as everything is labeled in a manner that the orders can be easily identified.
CQ-005	Since we will get the orders in "bulk" how is the snacks packed? In large trays, individual boxes, etc?	SC-3	Snacks may be served on trays or in boxes, or individually wrapped.
CQ-006	On average how much coffee is ordered for each course?	SC-3	Meals are ordered by number of people needing food service. Coffee should accommodate that number of people. Currently, the average amount of coffee served is for 15-20 people per order. This amount will vary day-to-day based on the needs of the courtroom.

**Cook County Illinois - Office of the Chief Procurement Officer**

**IFB 1490-13941 Vendor Clarifying Questions**

**Food Service for Impaneled Jury Trials Held at Richard J. Daley Center and Domestic Violence Courthouse**

CQ-007	How much advanced notice is needed for replacement employees (delivery drivers) if we need extra drivers, cover for vacation time, sick time etc. for security purposes.	SC-3	All regular vendors will provide building security with the names and credentials of those who will be making deliveries for an agreed upon timeframe. Resubmission of these documents will take place when the time has elapsed (i.e. monthly submissions). A 24 - 48 hour notice will not be required if these steps are taken for re-submission at least on a monthly basis. Additionally, certificates of insurance must be maintained with the building.
CQ-008	How many court rooms are delivered each day for each course? Breakfast, lunch, dinner, snack time.	SC-3	Currently, an average of 10-15 courtrooms are served per day in the Daley Center, each usually receiving breakfast, lunch, and snack. Dinners are served less frequently. The Domestic Violence courthouse orders are infrequent and currently average 10 courtrooms per month. Orders are placed at the need of the courtroom and vary day- to - day.
CQ-009	How many orders must be delivered at the same time for each course? This will determine how many drivers we must employ.	SC-3	This will vary depending on the times meals are requested by the courtroom. Breakfast hours are 7:30am to 9:30am. Lunch hours are 11:00am to 3:00pm. Snacks can be ordered anytime before 4:30. Dinner hours are between 3:00pm and 5:00pm.
CQ-010	Currently, do hot entrees include a vegetable and a starch besides the protein.	SC-3	Yes.

**Cook County Illinois - Office of the Chief Procurement Officer**

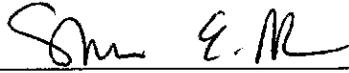
**IFB 1490-13941 Vendor Clarifying Questions**

**Food Service for Impaneled Jury Trials Held at Richard J. Daley Center and Domestic Violence Courthouse**

CQ-011	If dinner includes a salad, should it not be a side salad of 4 oz. vs. an 8 oz salad?	SC-3	Yes. Line (b) under Dinner should read: Fresh or prepackaged 4 ounce salad with mixed greens. (See attached page SC-3A)
CQ-012	Who is the current vendor? How long have they been servicing this account?	General	Using the link below, search by Contract No. 11-84-87 <a href="https://datacatalog.cookcountyil.gov/Finance-Administration/Office-of-the-Chief-Procurement-Officer-Awarded-Co/qh8j-6k63?">https://datacatalog.cookcountyil.gov/Finance-Administration/Office-of-the-Chief-Procurement-Officer-Awarded-Co/qh8j-6k63?</a>
CQ-013	What is the current meal price for (a) breakfast (b) lunch (c) dinner (d) snacks (e) beverages?	General	Using the link below, search by Contract No. 11-84-87 <a href="https://datacatalog.cookcountyil.gov/Finance-Administration/Office-of-the-Chief-Procurement-Officer-Awarded-Co/qh8j-6k63?">https://datacatalog.cookcountyil.gov/Finance-Administration/Office-of-the-Chief-Procurement-Officer-Awarded-Co/qh8j-6k63?</a>
CQ-014	As the bid requires MBE/WBE participation, in the alternative, can a bidder choose to use a DBE (Disadvantage Business Enterprise) as an alternative for MBE participation?	General	The bidder cannot use a DBE as an alternate for MBE participation.

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:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 17 DAY OF March, 2015

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

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

**1490-13941**

**OR**

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

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ **1,062,850.00**  
(DOLLARS AND CENTS)

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

APPROVED AS TO FORM:

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

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

MAR 11 2015

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-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.

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

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-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. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. 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-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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

GC-15 INSURANCE REQUIREMENTS

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

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below. **Contractor must also satisfy the insurance requirements of the Public Building Commission/MB Real Estate Services for the Richard J Daley Center listed in the Special Conditions Section 8.4.**

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. 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.

Each Occurrence	\$ 1,000,000
General Aggregate per Project or per Location	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverage's:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insured's clause

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

(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/Umbrella Liability Insurance

Such policy shall be excess over the Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	\$5,000,000
General Aggregate	\$5,000,000

(e) Property Insurance

Contractor is responsible for all tools, equipment, materials or supplies owned rented, or used by Contractor.

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 on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(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.

(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.

**INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS****(d) Waiver of Subrogation Endorsements**

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

**GC-16 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-17 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-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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

GC-19

MINORITY AND WOMEN BUSINESS ENTERPRISESCOOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.
- B. **The County may set contract-specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract are stated in the Special Conditions.** A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, the MBE/ WBE goals of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-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.
- 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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

GC-19

MINORITY AND WOMEN BUSINESS ENTERPRISESCOOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303II. 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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

GC-19

MINORITY AND WOMEN BUSINESS ENTERPRISESCOOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-3033. Joint Venture Affidavit

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

**B. Reduction/Waiver Petition**

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

**III. REDUCTION/WAIVER OF MBE/WBE GOALS****A. Granting a Reduction/Waiver Request.**

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

**B. Denying a Reduction/Waiver Request.**

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES  
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303IV. 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.

**INSTRUCTIONS TO BIDDERS  
BID CONTRACTS  
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**INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS****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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-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.

**INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS****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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-38 FEDERAL CLAUSES1. 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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-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 bidder shall furnish Food Service for Impaneled Jurors, Presiding Judges and Assigned Court Clerks and Sheriff's Deputies at the Richard J. Daley Center and Domestic Violence Courthouse for the Office of the Chief Judge, all in accordance with the Contract Documents, Specifications and Proposal herein.

**SC-02            CONTRACT PERIOD**

This is a contract effective for three (3) years 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 April 1, 2015 through March 31, 2018. The Contract will consist of a firm pricing for three (3) years. After the initial three (3) year 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 S-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            MBE/WBE REQUIREMENTS FOR THIS CONTRACT**

**The bidder shall have a subcontracting goal of not less than twenty-five (25%) percent MBE and ten (10%) percent 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 for 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 be deemed nonresponsive and will not be considered for award. The MBE/WBE firms must be certified by the County of Cook or the City of Chicago.

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.

SPECIAL CONDITIONSSC-05 PRE-BID CONFERENCE

The County will hold a Pre-Bid Conference at 118 N. Clark Street Room #1018, Chicago, IL, 60602. Representatives from the Procurement Department and the Office of the Chief Judge will comprise the panel to respond to answer any questions regarding Juror Food Service and Invitation to Bid procedures. It is not mandatory that the bidders attend this Pre-Bid Conference, however it is highly recommended. Prospective Proposers must respond to Tangela Malloy, Senior Contract Negotiator at (312) 603-6827 or e-mail tangela.malloy@cookcountyil.gov on or before December 10, 2014 with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend the Pre-Bid Conference.

DATE: December 11, 2014

TIME: 1:00 p.m.

PLACE: 118 N. Clark Street Room #1018, Chicago, IL, 60602

SC-06 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-05 "Exceptions", Page IB-2). **Inquiries must be received no later than 5:00 p.m. on December 15, 2014. Inquiries will be answered by the close of business on December 18, 2015.**

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

Shannon E. Andrews  
Cook County Chief Procurement Officer  
c/o Tangela Malloy, Senior Contract Negotiator  
118 N. Clark Street, Room 1018  
Chicago, IL 60602

Contact Info for Senior Contract Negotiator:  
Tangela Malloy: (312) 603-6827, tangela.malloy@cookcountyil.gov

SC-07 NOTIFICATION

Do not service until notified by using department.

SPECIFICATIONS**1 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**2 TRANSITION FROM EXISTING VENDOR**

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

SPECIFICATIONS**2.1 Transition at Expiration or Earlier Termination of Contract**

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

**3 SCOPE OF SERVICES**

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

**3.1 General Description of Services**

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

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

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

**3.2 Detailed Description of Services**

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

- April 2012 – December 2012 (9 months) \$237,109.00
- January 2013 – December 2013 (12 months) \$350,524.00
- January 2014 – May 2014 (5 months) \$156,543.00

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

Diabetic, vegetarian, vegan, gluten free, and peanut free options for all meals shall be available upon request.

SPECIFICATIONS

Breakfast -A continental style breakfast shall include a minimum of two (2) items, unless ordered in lesser quantities:

- (a) Choice of five (5) different beverages, including an eight ounce regular or decaffeinated hot coffee or tea served either in insulated individual containers or in insulated pots to maintain proper temperature (containers may be disposable), an eight ounce chilled fruit or vegetable juice, or an eight ounce carton of two-percent (2%) milk.
- (b) Choice of fresh or prepackaged pastry; donut, muffin, bagel, or similar assorted baked goods.

Lunch -A boxed lunch can include a minimum of three (3) items including either choice of a sandwich with a bag of 1.5 ounce snack chips, or a choice of 8 ounce salad, and a beverage, unless ordered in lesser quantities:

- (a) Choice of either eight (8) hot and cold sandwich selections, including one wrap, one of which shall be turkey and one shall be vegetarian (minimum 4 ounces of meat, 6.5 ounces overall), with a choice of breads (fresh daily) or a fresh or prepackaged 8 ounce salad with mixed greens;
- (b) Choice of a 1.5 ounce bag of snack chips or eight ounce chilled fruit cup or fresh fruit;
- (c) Choice of seven (7) different beverages, including a ten ounce, chilled bottled water, and a twelve ounce chilled carbonated soda or iced tea, an eight ounce regular or decaffeinated hot coffee or hot tea served either in insulated individual containers or in insulated pots to maintain proper temperature (containers may be disposable). Carbonated Soda products must be name-brand only, available in regular and diet, limited to products produced by Pepsi, Coca-Cola, Royal Crown, Dr. Pepper, and their affiliate brands;

Snack-A snack shall include a minimum of two (2) items, unless ordered in lesser quantities:

- (a) Choice of a prepackaged, eight ounce chilled fruit cup or fresh fruit, or a 1.5 ounce bag of chips or pretzels.
- (b) Choice of seven (7) different beverages, including an ten ounce, chilled bottled water, and a twelve ounce chilled carbonated soda or iced tea, an eight ounce regular or decaffeinated hot coffee or hot tea served either in insulated individual containers or in insulated pots to maintain proper temperature (containers may be disposable). Carbonated Soda products must be name-brand only, available in regular and diet, limited to products produced by Pepsi, Coca-Cola, Royal Crown, Dr. Pepper, and their affiliate brands.

Dinner -A dinner shall include a minimum of three (3) items, unless ordered in lesser quantities:

- (a) Choice of seven (7) different entrees with at least four hot entrees, one of which may be a slice of pizza, and sandwich selections from the vendor's lunch menu including one vegetarian option.
- (b) Fresh or prepackaged 8- 4 ounce salad with mixed greens.
- (c) Choice of seven (7) Different beverages, including an ten ounce, chilled bottled water, and a twelve ounce chilled carbonated soda or iced tea, an eight ounce regular or decaffeinated hot coffee or hot tea served either in insulated individual containers or in insulated pots to maintain proper temperature (containers may be disposable). Carbonated Soda products must be name-brand only, available in regular and diet, limited to products produced by Pepsi, Coca-Cola, Royal Crown, Dr. Pepper, and their affiliate brands.

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

SPECIFICATIONS**3.3 Required Days and Hours of Operation**

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

**3.4 Food Quality Standards**

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

3.4.1 Except for prepackaged elements, food must be prepared fresh except in emergency situations or with the prior written approval of the 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 the food products retain nutritional food values. No "day-old" breads, pastries or baked goods shall be served.

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

3.4.3 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-II. Contractor will cooperate with County in promptly resolving any complaints about food quality or other concerns regarding performance of the Services.

**3.5 Quality Control Plan**

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

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

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

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

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

**4 FACILITY INFORMATION**

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

SPECIFICATIONS**5 CONTRACTOR'S EMPLOYEES**

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

**5.1 Food Service Staff Employees**

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

**5.2 Food Service Management Employees**

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

**5.3 Food Service Director**

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

**5.4 County's Rights to Request Removal**

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

**5.5 Training**

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

**5.6 Security**

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

**5.7 Identification Cards**

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

SPECIFICATIONS**6 CONTINGENCY PLAN**

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

**7 INSPECTION OF SERVICES****7.1 Inspections**

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

**7.2 Satisfaction Surveys**

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

**8 INSURANCE AND INDEMNIFICATION.****8.1 Indemnification**

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSIB-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.

SPECIFICATIONS**8.2 Waiver of Claims**

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

**8.3 Waiver of Subrogation**

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

**8.4 Contractor's Insurance**

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

SPECIFICATIONS

**MB REAL ESTATE**

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

**INSURANCE REQUIREMENTS  
POLICY LIMITS – MINIMUM LIMITS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

Combined Single Limit	
Bodily Injury & Property Damage	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate

**General Aggregate Limit must apply per Project or per Location.**

Products/Completed Operations	\$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate Limit
Personal Injury & Advertising Limit	\$1,000,000.00

**UMBRELLA LIABILITY INSURANCE**

Umbrella Liability Policy	\$5,000,000.00
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**WORKERS COMPENSATIONS**

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

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

**COMPREHENSIVE AUTOMOBILE LIABILITY**

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

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

**ADDITIONAL INSUREDS with respects to the General Liability and Auto Liability Coverage, Umbrella follows form:**

Public Building Commission of Chicago  
MB Real Estate Services INC

**CANCELLATION POLICY:** Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

SPECIFICATIONS

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

FAX CERTIFICATE OF INSURANCE TO: 312 603 5800

**8.5 Types of Coverage**

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

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

The Workers Compensation policy shall include the following provisions:

Waiver of subrogation W C000313, Waiver of Kotecki endorsement affording coverage for claims arising out of Contractor's waiver of its Kotecki rights in this agreement

Occupational disease

Voluntary Compensation

Employers' Liability coverage with a limit of:

\$500,000 each Accident

\$500,000 each Employee \$500,000 Policy Limit for Disease Broad form all states coverage

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

All Premises and Operations Contractual liability for the obligations assumed in the Indemnification and Hold Harmless agreement, the Waiver of Subrogation section and the Insurance section found herein Property Damage Liability.

Cross Liability Products (including Food Products Liability) and Completed Operations coverage Personal Injury Liability.

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

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

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

SPECIFICATIONS**8.6 Additional Insured**

The additional insured shall be listed on the Commercial General Liability, Automobile, and Umbrella Liability policies and shall read as follows: The County of Cook, Illinois and its Commissioners, the Public Building Commission, and MB Real Estate Services LLC, and their officials, employees, and agents.

**8.7 Contractor's Policies to be Primary**

Each policy shall include endorsements providing that the insurance coverage afforded under such policy purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance available to Cook County, including self-insurance. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**8.8 Qualification of Insurers**

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

**8.9 Contractor Obligations**

Neither Contractor nor any subcontractor shall violate or knowingly permit to be violated any condition of the policies of insurance provided under the terms of this Contract and shall at all times satisfy the requirements of the insurance companies issuing them. All requirements imposed by policies provided pursuant to this Contract to be performed by Contractor shall likewise be imposed upon, assumed and performed by any subcontractors. Contractor and each subcontractor shall execute with their subcontractors a written agreement which shall include all such requirements. Any "hold harmless" and "indemnity" clause must benefit and not be detrimental in any way to the County and others so specifically identified in this agreement.

**8.10 Insurance Notices, Costs, and Losses**

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

**9 COST PROPOSAL.**

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

SPECIFICATIONS

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

9.1.2 Rate Adjustments. The unit prices may be adjusted once each Contract year after year one based upon the Index for "Food Away From Home, For All Urban Consumer, for United States City Average" of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics. The Contractor or the County shall be entitled to request an annual price adjustment which shall be calculated in the manner provided by this paragraph. The request for price adjustment by the Contractor shall be submitted to the Executive Officer sixty days prior to the Contract anniversary date of each year of the Contract's term. The Contract's anniversary date shall be one year from the Food Service Commencement Date. All price adjustments shall be retroactive to the anniversary date. Annual price increases (or decreases) shall be determined by dividing the current index for the Contract anniversary month by the same prior year month's index. All calculations will be carried to two places only, with no rounding up to the next digit. Increases shall not exceed five percent annually from one adjustment period to the next. This formula shall also be the basis for determining the meal rates for the term of an extension or Contract renewal which may be mutually agreed upon. An example of this calculation is provided below:

**10 BIDDER QUALIFICATIONS AND REQUIREMENTS.**

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

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

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

**11 BID SUBMISSION REQUIREMENTS; BID PACKAGE.**

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

Bid Cost Proposal pursuant to S-9.1.

Bidder qualifications pursuant to S-10.1.

Bidder references pursuant to SC-10.2.

Staffing Plan describing Contractor's plan for providing the Services in accordance with the Contract Documents, including coverage for late meals pursuant to S-5.

SPECIFICATIONS

Contingency Plan pursuant to S-6 and also S-I0.3.

Quality Control Plan pursuant to S-3.5.

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

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

## 12 PAYMENT.

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

## 13 BOOKS AND RECORDS.

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

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

13.1.1 Daily Breakfast Meals for each location.

13.1.2 Daily Lunch Meals for each location.

13.1.3 Daily Snack Meals for each location.

13.1.4 Daily Dinner Meals for each location.

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

SPECIFICATIONS

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

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

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

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

#### 14 DEFAULT.

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

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

14.1.1 Failure to pay any sums due the County.

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

#### 15 SUPPLEMENTAL DELIVERY INSTRUCTIONS/REQUIREMENTS

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

- All deliveries must be pre-arranged, utilizing the attached form in Exhibit 2.

Notification must be provided at least 48 hours in advance during the week and at least 72 hours in advance for weekends and Mondays. Copy the form as needed. A form will need to be filled out for each and every delivery. Fax completed forms to the Richard J. Daley Center, Office of the Building at (312) 603-6950.

- Every delivery made to the building will need to be made by a pre-approved driver from your company. We require that your company furnish legible photocopies of your staffs' valid driver's license. In addition, the County will be taking photographs of approved drivers for its own records.

- Delivery personnel will receive a temporary identification badge to be worn at all times while in the building.

- Delivery vehicles will be searched prior to gaining access to the dock area.

**SPECIFICATIONS**

- Kindly send all legible photocopies of pertinent documents to the following:

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

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

**REQUEST FOR DOCK ACCESS  
 RICHARD J. DALEY CENTER  
 (48 Hour Notice Required/No Exceptions)**

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

Delivery Company/Agency:	Contact:
Address:	Phone:

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

Intended Delivery Location (please check one):

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

**FAX COMPLETED FORM TO OFFICE OF THE BUILDING at (312) 603 - 6950  
 Security Command Center (312) 603-3471**

Dock access will only be granted to companies that have a certificate of insurance on file with the Office of the Building.  
 For Insurance requirements contact MB Real Estate @ (312) 603-7980

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

**DELIVERY PERSONNEL INFORMATION:**

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

	Last	First	Middle
Driver			
Helper			

License No.	State:
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**VEHICLE INFORMATION:**

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

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

Transport License	No.:
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SPECIFICATIONS

EXHIBIT 1

**OFFICE OF THE CHIEF JUDGE OF COOK COUNTY MEAL REQUEST FORM**

Facility: \_\_\_\_\_ Date: \_\_\_\_\_  
 Judge: \_\_\_\_\_ Case No: \_\_\_\_\_  
 Defendant: \_\_\_\_\_ Courtroom No.: \_\_\_\_\_

Status of Jury: \_\_\_\_\_ Sequestered \_\_\_\_\_ Deliberating \_\_\_\_\_ Trial \_\_\_\_\_ Impaneled \_\_\_\_\_ Other \_\_\_\_\_

(Check appropriate space)

Vendor Name: \_\_\_\_\_

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

Breakfast: \_\_\_\_\_ No. of people served: \_\_\_\_\_

Lunch: \_\_\_\_\_ No. of people served: \_\_\_\_\_

Dinner: \_\_\_\_\_ No. of people served: \_\_\_\_\_

Snack: \_\_\_\_\_ No. of people served: \_\_\_\_\_

Court Ordered Beverages: \_\_\_\_\_ No. of people served: \_\_\_\_\_

Other Charges: Reason: \_\_\_\_\_

**SIGNATURES**

1 \_\_\_\_\_

8 \_\_\_\_\_

2 \_\_\_\_\_

9 \_\_\_\_\_

3 \_\_\_\_\_

10 \_\_\_\_\_

4 \_\_\_\_\_

11 \_\_\_\_\_

5 \_\_\_\_\_

12 \_\_\_\_\_

6 \_\_\_\_\_

13 \_\_\_\_\_

7 \_\_\_\_\_

14 \_\_\_\_\_

Deputy Sheriff: \_\_\_\_\_ Judge: \_\_\_\_\_ Deputy Sheriff: \_\_\_\_\_ Court Clerk: \_\_\_\_\_

Signature of Deputy completing form: \_\_\_\_\_ Start: \_\_\_\_\_

Signature of Approval by Facility Assistant Chief: \_\_\_\_\_ Date: \_\_\_\_\_

SPECIFICATIONS

Attach completed and signed original court order and voucher form (29A) and deliver to \_\_\_\_\_

If jury is lodged overnight and fed at hotel, this form should also be submitted with the "Jury Record and Hotel Expenditure Form". A copy of this form must be maintained at the facility of origin.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**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.

PROPOSAL

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form and Special Conditions and Specifications identified as Contract Number 1490-13941 for FOOD SERVICE IMPANELED JURY TRIALS HELD AT THE RICHARD J. DALEY CENTER AND DOMESTIC VIOLENCE COURTHOUSE, CHICAGO FOR THE OFFICE OF THE CHIEF JUDGE CIRCUIT COURT OF COOK COUNTY prepared by Cook County, and that they have familiarized themselves with all of the conditions under which be carried out and understand that in making this Proposal they waive all rights to plead any misunderstanding regarding the same.

- A. Meal Rate: Breakfast \$ 4.17 / Meal x 95,000 Breakfast Meals  
 = Total Breakfast Meal Cost for Three Years: \$ 396,150<sup>00</sup>
  
- B. Meal Rate: Lunch \$ 6.45 / Meal x 85,000 Lunch Meals  
 = Total Lunch Meal Cost for Three Years: \$ 548,250<sup>00</sup>
  
- C. Meal Rate: Snack \$ 2.70 / Meal x 35,000 Snack Meals  
 = Total Snack Meal Cost for Three Years: \$ 94,500<sup>00</sup>
  
- D. Meal Rate: Dinner \$ 8.45 / Meal x 1,000 Dinner Meals  
 = Total Dinner Meal Cost for Three Years: \$ 8,450<sup>00</sup>
  
- E. Meal Rate: Additional Beverages \$ 1.55 / Meal x 10,000 Additional Beverages\*  
 = Total Additional Beverage Cost for Three Years \$ 15,500<sup>00</sup>

<b>TOTAL MEAL COST FOR THREE YEARS (A+B+C+D+E):</b>	<b>\$ <u>1,062,850<sup>00</sup></u></b>
---	---

DELIVERY DATE: 4/1/15

(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

PROPOSAL

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

Addendum No. 1 Date: DECEMBER 18, 2014  
 Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**QUICK PAYMENT DISCOUNTS**

Cook County is working hard to reduce budgets, engage in strategic sourcing, and streamline internal processes. Consequently, Cook County has initiated a Quick Payment program. The Quick Payment program serves the purpose of both benefiting Cook County and the vendor community. The County will be able to purchase goods and services in a timelier manner while improving vendor relations. Vendors will benefit from reduced collection periods and improved capital charges. This will allow the vendor community to also reduce opportunity costs and improve strategic planning capabilities. In the chart below please provide what quick payment discounts your company is willing to offer. This will be used for informational purposes.

**Quick Payment Discounts**

1. What payment terms would your company propose for this procurement?

30 DAYS

2. Is there a quick payment discount that your company would be willing to offer? If so, please provide details.

<u>EARLY PAYMENT</u>	<u>% DISCOUNT</u>
NET 30	<u>.50</u> %
NET 20	<u>1</u> %
OTHER	<u>N/A</u> %

## **Quality Control Plan**

3.5.1 We employ multiple professional chefs that have been trained and are experienced by education in creating quality tasting food and appealing appearance. They are also experienced and certified in Food Safety handling for temperature control codes and sanitation by State and City standards.

3.5.2 Daily inspections will be conducted by our Chefs and Managers for food quality, temperatures, and packing accuracy by using checklists. These checklists will be cross-examined by other Chefs/Managers to maintain and insuring integrity for all aspects of food preparation and delivery.

3.5.3 Development and use of a food handling audit checklist that verifies that food products are properly labeled. Also, utilization of ongoing training so that consistency in the quality of service is maintained, while avoiding unacceptable performance.

3.5.4 Weekly inspections will be conducted by the Contractor utilizing said checklists with corrective action being taken if necessary. A digital, as well as paper record of these inspections will be maintained and available for review for the County.

All managers and Chefs are certified Food Service Handlers,

Time and temperatures are done 4xs per day

Daily tastings are done for quality control as well.

Only licensed, bonded and insured food vendors with quality reputations are used

## **Contingency Plan**

Twomaytoz (tomatoes) inc has several locations with kitchens available for immediate use within minutes if necessary to prevent any interruption in service for the Court House. We own and operate several restaurants that has access to unlimited kitchen and management staff as well. Our Vendors carry back up inventory at all times.

## **Qualifications** - *FOOD SERVICE DIRECTOR*

Anthony Gambino owns and operates Twomaytoz Inc for 20 yrs and Burger Boss LLC for the last 5 yrs.

Twomaytoz inc. Owns and operates several restaurants along with a full service catering company.

Twomaytoz Inc operates Cucina Paradiso 814 North Blvd, Oak Park Illinois 60301

Twomaytoz inc operates Twomaytoz Event catering 814 North Blvd, Oak Park Illinois 60301

Burger Boss LLC operates Burger Boss 7512 W. North Ave. Elmwood Park Illinois 60707

Each of these entities is opened everyday serving 1000's of people each week.

Twomaytoz Catering works at over 2 dozen Chicago land venues coordinating and supplying food, beverages, rentals, staffing, management and setups/teardowns all on site at each venue from 50-300 people per event. Multiple events are coordinated on the same dates.

References will be able to verify.

## **Resume** *FOOD SERVICE DIRECTOR*

**Anthony Gambino-currently 35 years of restaurant and catering experience**

**1980-1989** Helped run the family business. NANCYS STUFFED PIZZA. Had several locations. Worked in the kitchen's. Help run food festivals from 1985-1989 with over 50 festivals each year from April-October

**1989-2001** Owned and operated TRATTORIA PEPPINO, Elmwood Park. Quick service Italian menu serving pizza, pastas, salads, appetizers, catering. Served approx. 2,500 people per week. 6 days per week offering dine-in, pick-up and delivery

**1995-present** Own and Operate TWOMAYTOZ INC, CUCINA PARADISO AND TWOMAYTOZ CATERING. Offering full service dining experience along with off site full service catering supplying food, beverages, staffing, rentals, management, coordination for multiple Chicagoland venues simultaneously. Serving approximately 75,000 customers annually

**2010-present** Own and Operate BURGER BOSS LLC ELMWOOD PARK, Offering quick service premium burgers, sandwiches, fries and shakes for dine in or take out. Featured in Food Network, Chicago Magazine, Chicago Tribune, Chicago Sun-times. Serving approx.. 80,000 people per year.

## References

Poppy Vogel  
Supervisor of Operations  
Cheney Mansion/Park District of Oak Park  
220 North Euclid Avenue  
Oak Park, Illinois 60302  
708.567.8209  
[Poppy.Vogel@pdop.org](mailto:Poppy.Vogel@pdop.org)

Sarah Najera  
Event Coordinator  
Pleasant Home/Park District of Oak Park  
217 Home Ave  
Oak Park, Illinois 60302  
708.715.2671  
[senajera@pleasanthome.org](mailto:senajera@pleasanthome.org)

Allen Nichols  
Event Manager  
Floating World Gallery  
1925 N. Halsted  
Chicago Illinois 60614  
[events@floatingworld.com](mailto:events@floatingworld.com)  
312.587.7800



# MENU DALEY CENTER + DOMESTIC VIOLENCE COURT

<b>breakfast</b>	<b>uom</b>	<b>price</b>
Orange juice	each	1.99
Apple juice	each	1.99
cranberry juice	each	1.99
2% milk	each	1.99
coffee decaf	each	1.99
coffee regular	each	1.99
<b>3 years</b>	<b>95,000</b>	<b>\$ 189,050</b>
<b>breakfast</b>	<b>uom</b>	<b>price</b>
plain donut	each	2.18
chocolate donut	each	2.18
plain bagel	each	2.18
blueberry muffin	each	2.18
crossiant	each	2.18
<b>3 year</b>	<b>95,000</b>	<b>\$ 207,100</b>
<b>Lunch</b>	<b>uom</b>	<b>price</b>
<b>sandwiches</b>		
meatball provolone sandwich	each	3.75
chicken salad w/lettuce sandwich	each	3.75
bbq chicken w/jack cheese sandwich	each	3.75
turkey, swiss, lettuce, tom, dijon sandwich	each	3.75
ham, swiss, lettuce, tom, dijon sandwich	each	3.75
fresh vegetable, ranch wrap	each	3.75
salami, ham, pepperoni, lettuce, tom, provolone sandwich	each	3.75
bacon, turkey, ham, tom, lettuce, mayo sandwich	each	3.75
<b>salads</b>		
Classic Caesar salad w/cROUTONS grilled chicken salad	each	3.75
house romaine-cucumber, carrots, peppers, tomato salad	each	3.75
<b>3 year</b>	<b>85,000</b>	<b>\$ 318,750</b>
<b>lunch</b>	<b>uom</b>	<b>price</b>
<b>fresh fruit</b>		
pear	each	1.15
orange	each	1.15
apple	each	1.15
<b>chips</b>		
bbq chips	each	1.15
pretzels	each	1.15
baked chips	each	1.15
chips	each	1.15
<b>3 year</b>	<b>85,000</b>	<b>\$ 97,750</b>
<b>lunch</b>	<b>uom</b>	<b>price</b>
btl water	each	1.55

coke	each	1.55
diet coke	each	1.55
sprite	each	1.55
coffee regular	each	1.55
coffee decaf	each	1.55
root beer	each	1.55
ice tea	each	1.55
<b>3 year</b>	<b>85,000</b>	<b>\$ 131,750</b>
<b>snack</b>	<b>uom</b>	<b>price</b>
<b>fresh fruit</b>		
pear	2,500	1.15
orange	2,500	1.15
apple	2,500	1.15
<b>chips</b>		
bbq chips	6,875	1.15
pretzels	6,875	1.15
baked chips	6,875	1.15
chips	6,875	1.15
<b>3 year</b>	<b>35,000</b>	<b>\$ 40,250</b>
<b>snack</b>	<b>uom</b>	<b>price</b>
btl water	each	1.55
coke	each	1.55
diet coke	each	1.55
sprite	each	1.55
coffee regular	each	1.55
coffee decaf	each	1.55
root beer	each	1.55
ice tea	each	1.55
<b>3 year</b>	<b>35,000</b>	<b>\$ 54,250</b>
<b>dinner</b>	<b>uom</b>	<b>price</b>
chicken parmesan w/potato and vegetable	each	4.95
grilled lemon chicken w/potato and vegetable	each	4.95
pork tenderloin marsala w/potato and vegetable	each	4.95
pasta marinara	each	4.95
meatball provolone sandwich	each	4.95
fresh vegetable ranch wrap	each	4.95
pasta primavera	each	4.95
<b>3 year</b>	<b>1,000</b>	<b>\$ 4,950</b>
<b>dinner</b>	<b>uom</b>	<b>price</b>
side salad-caesar	each	1.95
side house salad	each	1.95
<b>3 year</b>	<b>1,000</b>	<b>\$ 1,950</b>

<b>dinner</b>		<b>uom</b>	<b>price</b>
btl water		each	1.55
coke		each	1.55
diet coke		each	1.55
sprite		each	1.55
coffee regular		each	1.55
coffee decaf		each	1.55
root beer		each	1.55
ice tea		each	1.55
<b>3 year</b>		<b>1,000</b>	<b>¢ 1,550</b>
<b>additional beverages</b>		<b>uom</b>	<b>price</b>
btl water		each	1.55
coke		each	1.55
diet coke		each	1.55
sprite		each	1.55
coffee regular		each	1.55
coffee decaf		each	1.55
root beer		each	1.55
ice tea		each	1.55
<b>3 year</b>		<b>10,000</b>	<b>¢ 15,550</b>
<b>3 year total</b>			<b>\$1,062,850.00</b>

ECONOMIC DISCLOSURE STATEMENT  
**ECONOMIC DISCLOSURE STATEMENT  
 AND EXECUTION DOCUMENT  
 INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS.....	EDS i - ii
1	MBE/WBE Utilization Plan.....	EDS 1
2	Letter of Intent.....	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals.....	EDS 3
4	Certifications.....	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest.....	EDS 6 - 12
6	Sole Proprietor Signature Page.....	EDS 13a/b/c
7	Partnership Signature Page.....	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page.....	EDS 15a/b/c
9	Corporation Signature Page.....	EDS 16a/b/c
10	Cook County Signature Page.....	EDS 17

**INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS****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.

**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 TRIPLICATE, 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.

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](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

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

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

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

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

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

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

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

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

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](http://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 INC  
Address: 4555 S. RACINE AVE CHICAGO IL 6060  
E-mail: CDOVOLINA@CRISTINAFOODS.COM  
Contact Person: CECAR DOVOLINA Phone: 312-829-0360  
Dollar Amount Participation: \$ 265,713<sup>00</sup>  
Percent Amount of Participation: 25% %

\*Letter of Intent attached? Yes  No

\*Letter of Certification attached? Yes  No

MBE/WBE Firm: ALL AMERICAN PAPER CO  
Address: 14 PLAZA DRIVE WESTMONT IL 60559  
E-mail: L.MATTHEWS@AAPAPER.COM  
Contact Person: LISA MATTHEWS Phone: 630-325-9720  
Dollar Amount Participation: \$ 53,143  
Percent Amount of Participation: 5% %

\*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

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: MCMANON FOOD CORPORATION  
 Address: 210 S. MARSHALL BLVD CHICAGO IL 60623  
 E-mail: BRIDGET.MCMANONHEALY@gmail.com  
 Contact Person: BRIDGET MCMANON Phone: 773-522-0100  
 Dollar Amount Participation: \$ 53,143  
 Percent Amount of Participation: 5% %

\*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.



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

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

June 3, 2014

VIA EMAIL [bridget.mcmahonhealy@gmail.com](mailto:bridget.mcmahonhealy@gmail.com) and First Class Mail

Ms. Bridget McMahon Healy, President  
McMahon Food Corporation  
2110 South Marshall Boulevard  
Chicago, IL 60623

**Annual Certification Expires: June 3, 2015**

Dear Ms. Healy:

Congratulations on your continued eligibility for Certification as a **WBE** by Cook County Government. This **WBE** Certification is valid until **June 3, 2015**.

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

Cook County Government may commence action to remove your firm as a **WBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of 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: Dairy Product Distribution**

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

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

Sincerely,

Jacqueline Gomez  
Contract Compliance Director

JG/lar



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

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DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

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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

August 27, 2014

Ms. Lisa Matthews  
President  
All American Paper Co.  
14 Plaza Drive  
Westmont, IL 60559

**Annual Certification Expires: August 27, 2015**

Dear Ms. Matthews:

Congratulations on your continued eligibility for Certification as a Woman Business Enterprise (WBE) by Cook County Government. This WBE Certification is valid until **August 27, 2015**.

As a condition of continued Certification, you must file a "**Re-Certification Affidavit**" within **sixty (60) days prior to the date of annual expiration**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

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

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

**REGULAR DEALER: JANITORIAL, MAINTENANCE AND PAPER SUPPLIES**

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



# CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

**CRISTINA FOODS, INC.**

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

**\*\*NAICS Codes: 424480, 424420, 424430, 424490, 424130, 423850, 423440, 423940**

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

**Product/Service Description: DISTRIBUTION OF FRESH PRODUCE, FROZEN FRUITS, VEGETABLES AND ENTREES, BEVERAGES, SNACK ITEMS, GROCERIES AND DISPOSABLES**

**7/31/2014**

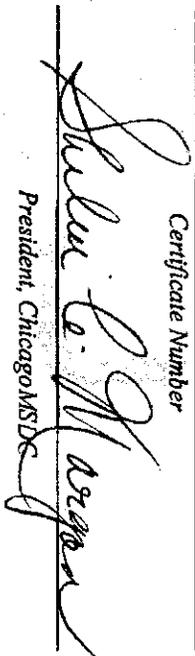
**CH997**

Issued Date

**7/31/2015**

Expiration Date

Certificate Number

  
President, ChicagoMSDC

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



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

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: CRISTINA FOODS INC Certifying Agency: COOK COUNTY
Address: 4555 S RACINE Certification Expiration Date:
City/State: CHICAGO IL Zip: 60609 FEIN #: 363-59-3300
Phone: 312-829-0360 Fax: 312-829-0408 Contact Person: CESAR DOVALINA
Email: INFO@CRISTINAFOODS.COM Contract #: 1490-13941

Participation: X Direct Indirect

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

No X Yes If "Yes", please attach explanation. Proposed Subcontractor:

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

LUNCH MEAT, BREAD, DAIRY, PAPER PRODUCTS
TOTAL

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

30 DAYS
25%

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

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

Signature (MWBE)

CESAR DOVALINA JR.

Print Name

CRISTINA FOODS, INC.
4555 S. RACINE AVE.
CHICAGO, IL 60609

Firm Name

12/29/14

Date

Subscribed and sworn before me

this 29 day of December 2014

Notary Public Marisol Torres

SEAL



Signature (Prime Bidder/Proposer)

Anthony Gambino

Print Name

Firm Name

12/31/14

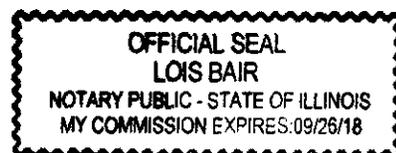
Date

Subscribed and sworn before me

this 31st day of December 2014

Notary Public Lois Bair

SEAL



ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: McMahan Food Corp Certifying Agency: Cook County  
Address: 210 S MARSHALL BLD Certification Expiration Date: 6-3-2015  
City/State: CHICAGO IL Zip: 60623 FEIN #: 36-3746373  
Phone: 773-522-0100 Fax: 773-522-0344 Contact Person: BRIDGET McMAHAN HEALY  
Email: BRIDGET.McMAHAN.HEALY@GMAIL.COM Contract #: 1490-13941

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:  
MILK, JUICE, DAIRY PRODUCTS.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:  
30 DAYS  
5%

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

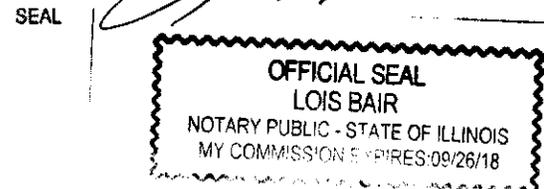
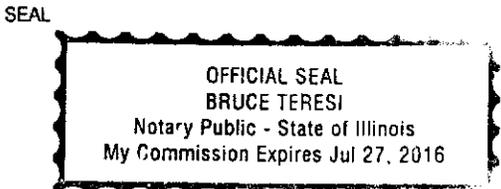
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all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

Catherine McMahon Graszler  
Signature (M/WBE)  
Catherine McMahon Graszler  
Print Name Corporate Secretary  
McMahan Food Corporation  
Firm Name  
12/29/14  
Date

Anthony Gambino  
Signature (Prime Bidder/Proposer)  
Anthony Gambino  
Print Name  
TWOMAYTOR INC  
Firm Name  
12/31/14  
Date

Subscribed and sworn before me  
this 29<sup>th</sup> day of December, 2014.  
Notary Public R L K

Subscribed and sworn before me  
this 31<sup>st</sup> day of December, 2014.  
Notary Public Lois Bair



ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: ALL AMERICAN PAPER CO Certifying Agency: COOK COUNTY  
 Address: 14 PLAZA DR. Certification Expiration Date: 8/27/15  
 City/State: WESTMONT, IL Zip: 60659 FEIN #: 36-2639665  
 Phone: 630-325-9770 Fax: 630-325-0230 Contact Person: LISA MATTHEWS  
 Email: LMATTHEWS@AAPAPER.COM Contract #: 1490-13941  
 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:

PAPER AND JANITORIAL SUPPLIES, BOXES, CONTAINERS

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

30 DAYS  
5%

(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.

Lisa M Matthews  
 Signature (M/WBE)  
LISA M. MATTHEWS  
 Print Name  
ALL AMERICAN PAPER CO  
 Firm Name  
12-29-2014  
 Date

Subscribed and sworn before me this 29 day of Dec, 2014

Notary Public: Annette I Byington

SEAL



Anthony Gambino  
 Signature (Prime Bidder/Proposer)  
ANTHONY GAMBINO  
 Print Name  
TWOMSY 102 INC  
 Firm Name  
12/31/14  
 Date

Subscribed and sworn before me this 31<sup>ST</sup> day of December, 2014

Notary Public: Lois Bair

SEAL



INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**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**

ECONOMIC DISCLOSURE STATEMENT

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

*COMPLYING fully w/ MBE 25% + WBE 10%*

A. BIDDER/PROPOSER HEREBY REQUESTS:

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

B. REASON FOR FULL/REDUCTION WAIVER REQUEST:

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

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

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

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in 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

NOT APPLICABLE

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:

814 NORTH BLVD  
OSK PARK IL 60301

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):

24-16-101-089-0000  
12-36-425-030-0000  
16-19-421-013-0000  
16-19-400-030-0000  
(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: TWOMAYTOR INC D/B/A: CUCINA PARADISO EIN NO.: 36-4037832  
 Street Address: 814 NORTH BLVD  
 City: OSK PARK State: IL Zip Code: 60301  
 Phone No.: 708-445-9451

**Form of Legal Entity:**

- |   |                                      |   |  |
|---|--------------------------------------|---|--|
| <input type="checkbox"/> Sole Proprietor        | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Trustee of Land Trust |
| <input type="checkbox"/> Business Trust         | <input type="checkbox"/> Estate      | <input type="checkbox"/> Association            | <input type="checkbox"/> Joint Venture         |
| <input type="checkbox"/> 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
Anthony S. Gambino	10312 S. MINNICK OAKLAWN IL 60453	100%

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

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

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

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

Anthony S. Gambino  
 Name of Authorized Applicant/Holder Representative (please print or type) Title

PRESIDENT

*[Signature]*  
 Signature

12/31/14  
 Date

TWOMAYTOR@SBCGLOBAL.NET  
 E-mail address

312-907-4253  
 Phone Number

Subscribed to and sworn before me  
 this 31<sup>st</sup> day of December, 2014.

My commission expires: 4-26-18.

X *[Signature]*  
 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](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: Anthony S. Gambino Title: PRESIDENT  
Business Entity Name: TWOMAYTRE INC Phone: 708-445-9451  
Business Entity Address: 814 NORTH BLVD OAK PARK IL 60301

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

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

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

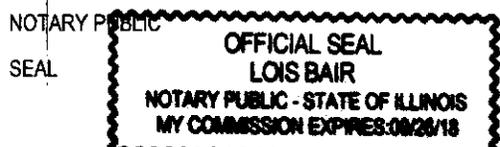
There is no familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

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

\_\_\_\_\_  
Owner/Employee's Signature Date 12/31/14

Subscribe and sworn before me this 31<sup>st</sup> day of December, 2014  
a Notary Public in and for Cook County

Lois Bair  
(Signature)



My Commission expires 9-26-18

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

ECONOMIC DISCLOSURE STATEMENT

**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: N/A

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**

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

**GENERAL CONDITIONS  
 BID CONTRACTS  
 INDEX**

<u>Section</u>	<u>Subject</u>	<u>Page</u>
GC-01	Subcontracting or Assignment of Contract or Contract Funds	GC-1
GC-02	Indemnification	GC-1
GC-03	Inspection and Responsibility	GC-1
GC-04	Payment	GC-1
GC-05	Prepaid Fees	GC-1
GC-06	Taxes	GC-2
GC-07	Price Reduction	GC-2
GC-08	Contractor Credits	GC-2
GC-09	Disputes	GC-2
GC-10	Modifications and Amendments	GC-2
GC-11	Default	GC-3
GC-12	County's Remedies	GC-3
GC-13	Contractor's Remedies	GC-3
GC-14	Delays	GC-3
GC-15	Insurance Requirements	GC-4/6
GC-16	Patents, Copyrights and Licenses	GC-6
GC-17	Compliance with Laws	GC-6
GC-18	Delivery	GC-6
GC-19	MBE/WBE Cook County Ordinance	GC-7/10
GC-20	Material Safety Data Sheet	GC-10
GC-21	Conduct of the Contractor	GC-10
GC-22	Accident Reports	GC-11
GC-23	Use of Premises	GC-11
GC-24	General Notice	GC-11
GC-25	Termination for Convenience	GC-11

ECONOMIC DISCLOSURE STATEMENT

**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.

N/A

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

My commission expires:

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

X \_\_\_\_\_

\_\_\_\_\_

Notary Public Signature

Notary Seal



**ECONOMIC DISCLOSURE STATEMENT**

**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 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.

N/A

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

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

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

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

My commission expires:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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.

ECONOMIC DISCLOSURE STATEMENT

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 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: \_\_\_\_\_ *N/A* \_\_\_\_\_

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

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

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

My commission expires:

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

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.

ECONOMIC DISCLOSURE STATEMENT

**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 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.

N/A

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

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

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

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.

ECONOMIC DISCLOSURE STATEMENT

**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 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.

N/A

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

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

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

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \*CORPORATE FILE NUMBER: \_\_\_\_\_

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

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

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

Subscribed to and sworn 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 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 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: \_\_\_\_\_ *N/A* \_\_\_\_\_

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

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

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \*CORPORATE FILE NUMBER: \_\_\_\_\_

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

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

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

Subscribed to and sworn 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 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 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: \_\_\_\_\_ *N/A* \_\_\_\_\_

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

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

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \*CORPORATE FILE NUMBER: \_\_\_\_\_

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

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

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

Subscribed to and sworn 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: TWOMASYTOZ INC  
BUSINESS ADDRESS: 814 NORTH BLVD.  
OAK PARK IL 60301  
BUSINESS TELEPHONE: 708.445-9451 FAX NUMBER: 708.648-9479  
CONTACT PERSON: ANTHONY S. GAMBINO  
FEIN: 36-4037832 \*CORPORATE FILE NUMBER: 5820-486-2

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: Anthony Gambino VICE PRESIDENT: \_\_\_\_\_  
SECRETARY: Anthony Gambino TREASURER: \_\_\_\_\_

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

Subscribed to and sworn before me  
this 31<sup>st</sup> day of December, 2014.  
X [Signature]  
Notary Public Signature

My commission expires: 9-26-18



\*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.

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: TWOMAYTRE INC  
BUSINESS ADDRESS: 814 NORTH BLVD  
OSK PARK IL 60301  
BUSINESS TELEPHONE: 708-445-9451 FAX NUMBER: 708-848-9479  
CONTACT PERSON: Anthony S. Gambino  
FEIN: 36-4037832 \*CORPORATE FILE NUMBER: 5820-486-2

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: Anthony Gambino VICE PRESIDENT: \_\_\_\_\_  
SECRETARY: Anthony Gambino TREASURER: \_\_\_\_\_

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

Subscribed to and sworn before me  
this 31<sup>st</sup> day of December, 2014.  
X [Signature]  
Notary Public Signature

My commission expires: 9-26-18  


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INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**GENERAL CONDITIONS  
BID CONTRACTS  
INDEX**

<u>Section</u>	<u>Subject</u>	<u>Page</u>
GC-26	Guarantees and Warranties	GC-11
GC-27	Standard of Contract Goods	GC-12
GC-28	Confidentiality And Ownership Of Documents	GC-12
GC-29	Quantities	GC-12
GC-30	Audit; Examination of Records	GC-12
GC-31	Governing Law	GC-13
GC-32	Cooperation with Inspector General	GC-13
GC-33	Waiver	GC-13
GC-34	Entire Agreement	GC-13
GC-35	Force Majeure	GC-13
GC-36	Governmental Joint Purchasing Agreement	GC-13
GC-37	Cooperative Purchasing	GC-13
GC-38	Federal Clauses	GC-14/21
GC-39	Contract Interpretation	GC-22

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A CORPORATION

(SECTION 9)

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BUSINESS NAME: TWOMAYTRE INC  
BUSINESS ADDRESS: 814 NORTH BLVD  
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SECRETARY: Anthony Gambino TREASURER: \_\_\_\_\_  
\*\*SIGNATURE OF PRESIDENT: [Signature]  
ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed to and sworn before me  
this 31<sup>st</sup> day of December, 2014  
X [Signature]  
Notary Public Signature

My commission expires: 9-26-18



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File Number

5820-486-2

State of Illinois  
Office of  
The Secretary of State

Whereas,

ARTICLES OF INCORPORATION OF  
TWOMAYTOZ, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN  
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE  
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 17TH day of FEBRUARY A.D. 19 95 and of the Independence of the United States the two hundred and 19TH.



*George H Ryan*

Secretary of State

Form **BCA-2.10** | **ARTICLES OF INCORPORATION**

(Rev. Jan. 1991)

George H. Ryan  
Secretary of State  
Department of Business Services  
Springfield, IL 62756

**FILED**  
FEB 17 1995  
GEORGE H. RYAN  
SECRETARY OF STATE

SUBMIT IN DUPLICATE!

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

**PAID**  
FEB 17 1995

This space for use by Secretary of State

Date 2-17-95  
Franchise Tax \$ 2500  
Filing Fee \$ 7500  
Approved: [Signature] 100000

1. CORPORATE NAME: TWOMAYTOZ, INC. ll

(The corporate name must contain the word "corporation", "company," "incorporated," "limited" or an abbreviation thereof.)

2. Initial Registered Agent: Lee N. Mugnolo  
First Name Middle Initial Last name  
 Initial Registered Office: 2000 N. Hawthorne Avenue  
Number Street Suite #  
Meirose Park, 60160 COOK  
City Zip Code County

Purpose or purposes for which the corporation is organized:  
(If not sufficient space to cover this point, add one or more sheets of this size.)

The transaction of any or all lawful business for which corporations can be incorporated under the Illinois Business Corporation Act.

ifcc.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
Common	\$ No Par Value	10,000	1,000	\$ 1,000.00

Total: \$ 1,000.00

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are:

(If not sufficient space to cover this point, add one or more sheets of this size.)

5820-486-2

2-14

(over)





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

RICHARD R. BOYKIN  
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

LUIS ARROYO, JR  
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**

December 18, 2014

**Food Service for Impaneled Jury Trials Held at the  
Richard J. Daley Center and Domestic Violence Courthouse**

for

**The Office of the Chief Judge Circuit Court of Cook County**

**IFB No. 1490-13941**

To: All Bidders (or Proposers) of Record

**A. General:**

This addendum revises bid documents. This addendum is issued to bidder (or respondents) 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 the space provided on the bid form on the proposal pages. Failure to do so will subject bidder to disqualification.

**C. Attachments:**

The addendum includes attachments as described in subsection 1 of this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Indicate 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.

1. Attachments:

- Pre-Bid Conference Sign-In Sheet.
- PowerPoint Presentation from Pre-Bid Conference held on December 11, 2014.
- Responses to Vendors Clarifying Questions.

2. Changes:

- Remove page SC-3 and replace with page SC-3A

*Tangela Malloy*

ORIGINATED BY:  
Tangela Malloy  
Senior Contract Negotiator

*Shannon E. Andrews*

SHANNON E. ANDREWS  
CHIEF PROCUREMENT OFFICER

PRE-BID CONFERENCE ATTENDEE SIGN-IN SHEET

FOOD SERVICE FOR IMPANELED JURY TRIALS HELD AT THE RICHARD J. DALEY CENTER AND  
DOMESTIC VIOLENCE COURTHOUSE  
FOR COOK COUNTY OFFICE OF THE CHIEF JUDGE

Procurement Staff Assigned: Tangela Malloy  
Contract Number: 1490-13941  
Conference Date: December 11, 2014 at 1:00 PM

<p>Attendee Name: <u>Joe Kreege</u> Company Name: <u>Organic Life, LLC</u> Company Address: <u>445 W. Erie</u> <u>Suite 110</u> <u>Chicago, IL 60654</u> Telephone: <u>312-929-2005</u> Fax: <u>855-674-5433</u> E-Mail: <u>JOEK@ORGANICLIFEONLINE.COM</u> <small>Please print clearly</small></p>	<p>(Business Card)</p>
<p>Attendee Name: <u>Eric Thomas</u> Company Name: <u>Eridor Foodservice, Inc.</u> Company Address: <u>129 Stirling Lane</u> <u>Schaumburg, IL 60194</u> Telephone: <u>773-354-6691</u> Fax: <u>312-276-4130</u> E-Mail: <u>ETHOMAS@Eridor.COM</u> <small>Please print clearly</small></p>	<p>Full Service Distributor</p>  <p>Eric L. Thomas Sr. President &amp; CEO 129 Stirling Lane Schaumburg, IL 60194 773-354-6691 Fax: 312-276-4130 ethomas@eridorfoods.com</p>
<p>Attendee Name: <u>Anthony Cammino</u> Company Name: <u>TWOHAYTOZ INC.</u> Company Address: <u>814 NORTH BLVD</u> <u>OK PARK IL 60301</u> Telephone: <u>708-445-9451</u> Fax: <u>708-848-9479</u> E-Mail: <u>TWOHAYTOZ@SBCGLOBAL.NET</u> <small>Please print clearly</small></p>	<p>Certified MBE</p> <p>(Business Card)</p>
<p>Attendee Name: <u>Nancy Gardner</u> Company Name: <u>American Dog</u> Company Address: <u>700 West Randolph</u> <u>Chicago IL 60601</u> Telephone: <u>312 786 0100</u> Fax: <u>312 786 0115</u> E-Mail: <u>NANCY@AMERICANDOG.COM</u> <small>Please print clearly</small></p>	<p>(Business Card)</p>

Manolis & Restaurants  
Com.

PRE-BID CONFERENCE ATTENDEE SIGN-IN SHEET

FOOD SERVICE FOR IMPANELED JURY TRIALS HELD AT THE RICHARD J. DALEY CENTER AND  
DOMESTIC VIOLENCE COURTHOUSE  
FOR COOK COUNTY OFFICE OF THE CHIEF JUDGE

Procurement Staff Assigned: Tangela Malloy  
Contract Number: 1490-13941  
Conference Date: December 11, 2014 at 1:00 PM

<p>Attendee Name: <u>Kasif Khawala</u> Company Name: <u>AME Hospitality</u> Company Address: <u>75 E Washington St</u> Telephone: <u>773-225-7482</u> Fax: _____ E-Mail: <u>AmHospitality@gmail.com</u> <small>Please print clearly</small></p>	<p>{Business Card}</p>
<p>Attendee Name: <u>Karim Khawala</u> Company Name: <u>DIKA Hospitality</u> Company Address: <u>75 E Washington</u> Telephone: <u>917-536-7655</u> Fax: _____ E-Mail: <u>Karim@DIKA@gmail.com</u> <small>Please print clearly</small></p>	<p>{Business Card}</p>
<p>Attendee Name: _____ Company Name: _____ Company Address: _____ Telephone: _____ Fax: _____ E-Mail: _____ <small>Please print clearly</small></p>	<p>{Business Card}</p>
<p>Attendee Name: _____ Company Name: _____ Company Address: _____ Telephone: _____ Fax: _____ E-Mail: _____ <small>Please print clearly</small></p>	<p>{Business Card}</p>

PLEASE TURN YOUR MOBILE PHONE OFF



**FOOD SERVICE FOR IMPANELED JURY TRIALS HELD AT  
THE RICHARD DALEY CENTER AND DOMESTIC VIOLENCE  
COURTHOUSE**

**IFB No. 1490-13941**

Pre-Bid Conference

December 11, 2014

FOR INFORMATIONAL PURPOSES ONLY

**Disclaimer**

This presentation provides a summary for the IFB ONLY. Prospective Bidders are responsible for reading the IFB in full and identifying all details necessary to provide a responsive and responsible bid.

FOR INFORMATIONAL PURPOSES ONLY

## Agenda

1. Introductions
2. A Word from Board of Ethics
3. OCPO Procurement Overview
4. High Level Scope Expectations
5. MWBE Goals
6. Timeline
7. Last Reminders
8. Questions

FOR INFORMATIONAL PURPOSES ONLY

## A Word from the Board of Ethics

1. Receiving and soliciting gifts and favors :
  - Once you are doing or seeking to do business with the County, you are a prohibited source and should refrain from giving unsolicited gifts to any County employee, official or members of their household.
  - Certain gifts may be permissible under limited circumstances (e.g., picking up the tab at a business lunch); but even these gifts cannot exceed \$100 in cumulative value in a 12-month period and must be publicly disclosed by the receiving County employee or official.
  - No County employee or official should solicit any gifts from you. Notify the Board immediately if anyone tells you that giving a gift is a condition of doing or continuing to do business with the County.
2. Limitations on campaign contributions to candidates for County office:
  - \$750 annually per candidate in a non-election year;
  - \$1,500 annually per candidate in an election year (i.e. \$750 in the primary and \$750 in the general).
3. Familial Relationship Disclosure Provision (EDS 9-12):
  - Prior to execution of the contract, disclose the existence of familial relationships between the person or entity doing business with the County and any person holding elective office in the State of Illinois, the County of Cook or in any municipality within the County of Cook.
  - For entities make disclosure with respect to members of the board of directors, the company's officers, administrators, legal agents and any employee directly engaged in contractual work with the County.

FOR INFORMATIONAL PURPOSES ONLY

Failure to abide by these regulations can result in fines, cancellation of contracts and debarment.