

PROFESSIONAL SERVICES AGREEMENT

COMMISSARY AND INMATE BANKING SOFTWARE

BETWEEN



COOK COUNTY GOVERNMENT

SHERIFF'S OFFICE

AND

SUMMIT FOOD SERVICE, LLC

CONTRACT NO. 1712-16140
(PURCHASE ORDER NO. 70000152386)

PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Summit Food Service, LLC doing business as a Corporation of the State of South Dakota hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on July 30, 2020, as evidenced by Board Authorization letter attached hereto as EXHIBIT "6".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Commissary and Inmate Banking Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

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

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

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Commissary Menu List
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Cook County Information Technology Special Conditions (ITSC)
Exhibit 8	CJIS Security Policy
Exhibit 9	Identification of Subcontractor/Supplier/Subconsultant Form (ISF)
Exhibit 10	Economic Disclosure

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

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

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and

partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) **Standard of Performance**

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

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

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

d) **Personnel**

i) **Adequate Staffing**

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

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 4. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

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.

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

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or unless specified otherwise.

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	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverages:

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

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, 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) **Umbrella/Excess Liability**

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

Each Occurrence: \$1,000,000

(e) **Professional / Technology Errors and Omissions Liability**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000. Subcontractors performing professional services for the Contractor shall maintain limits of not less than \$1,000,000 with the same terms in this section.

- (a) The retroactive coverage date shall be no later than the effective date of this contract.
- (b) Coverage shall be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor

(f) **Network Security & Privacy Liability (Primary and Excess)**

Contractor shall secure coverage for third party claims and losses arising from network security risks such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft and invasion of privacy regardless of the type of media involved in the loss of private information. This insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and

shall have a limit of liability of not less than \$2,000,000. Contractor shall determine if Subcontractor(s) shall maintain Network Security and Privacy Liability insurance and the limits of the insurance.

- (a) The retroactive coverage date shall be no later than the effective date of this contract.
- (b) Coverage must be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor

(g) **Crime Coverage**

Contractor shall provide coverage for loss of money, securities and funds in the care, custody and control of Contractor arising from the performance of this contract against loss by dishonesty, robbery, burglary, theft, destruction, disappearance, computer fraud, and other related crime risks. The policy must be written to cover losses in the maximum amount of monies/securities/funds collected, received and/or in the possession of the Contractor at any given time and shall include third party fidelity coverage.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, must 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. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the additional insured requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

(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 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.

(d) **Waiver of Subrogation Endorsements**

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

g) **Indemnification**

The Consultant 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 Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

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

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

i) Patents, Copyrights and Licenses

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

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

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant'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 Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant 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 Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant 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 compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

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

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

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

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on July 31, 2020 ("**Effective Date**") and continue until July 30, 2025 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

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

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

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

g) Consultant Credits

To the extent the Consultant 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 Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

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

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, 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.

The Consultant 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 Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

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

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

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

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

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

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

d) Suspension

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

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

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

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

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

f) Delays

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

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such 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 Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Consultant

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

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

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

j) Governmental Joint Purchasing Agreement

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

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.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant 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.

ARTICLE 11) NOTICES

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

If to the County: Cook County Sheriff's Budget Office
69 W. Washington Suite 1410
Chicago, Illinois 60602
Attention: Sojourner Colbert, CFO

and

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

If to Consultant: Summit Food Service, LLC
500 East 52nd Street N
Sioux Falls, South Dakota 57104
Attention:_ Marlin C. Sejnoha, Jr., President & CEO

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Scope of Services

STATEMENT OF WORK

Summit Food Service, LLC

CONTRACT 1712-16140

(COMMISSARY AND INMATE BANKING SERVICES)

1. Purpose

Summit Food Service, LLC will provide Cook County Department of Corrections (“CCDOC”) with an innovative, reliable, flexible and secure inmate commissary services and inmate banking system. This is inclusive of a full range of commissary services, including a complete inmate accounting system as well as deposit services, automated weekly commissary ordering, and delivery service to approximately 8,300 inmates housed within the CCDOC and related departments, as requested in CONTRACT 1712-16140 (COMMISSARY AND INMATE BANKING SERVICES).

2. Scope of Services

This Section describes the scope of services for this Agreement. Summit Food Service, LLC is responsible for meeting all requirements and specifications listed in this section unless explicitly stated otherwise herein.

Summit Food Service, LLC shall implement, staff, and maintain a commissary program that allows inmates to purchase goods on a weekly basis, whereby warehousing of products and filling of orders will be done at a location on or off-site as determined by CCDOC, which Summit Food Service, LLC will be solely responsible for. In addition, Summit Food Service, LLC shall ensure the following:

- Each inmate will be offered commissary one time per week. However, the number of deliveries may increase based on the needs of CCDOC.
- All orders for commissary goods will be captured in the Lockdown software system. There are no licenses or licensing fees that pertain to CCDOC for the use of the Lockdown Software.
- Provide and bring plastic pallets into the facility, based on a schedule approved by CCDOC. All commissary items delivered by the Contractor will be received in a non-wood pallet. Examples may be neoprene, resin, plastic, etc.
- Deliver products to the inmates in reusable see-thru bags. No plastic bags are to be used.
- Be responsible for the products and delivery and handle all returns and complaints.
- Ensure the inmate must sign a receipt form acknowledging receipt of the product, prior to opening the bag. Products will then be transferred to recyclable paper bags, by the vendor, and into the possession of the inmate.
- Collect all the reusable bags and provide all bags used in delivery.
- Responsible for ensuring all orders are delivered to the inmate population and credits are posted within 48 hours of receipt and in a timely manner

- Provide Lockdown software that will seamlessly integrate and interface with the CCSO Jail Management System, automating all processes and workflows and include administrative and user roles. Lockdown shall be a web-based solution.

2.1 Commissary and Banking Solution Requirements

- A. Technology Integration. Summit Food Service, LLC shall integrate automatically with the CCDOC inmate phone provider and Jail Management Software (JMS). Summit Food Service, LLC shall ensure that the CCSO is assigned administrative and user roles, for simultaneous use. Administrative roles shall have access to all inmate banking and commissary functions in the vendor's environment, including accounting, administrative functions, input/output functions, inmate transactions/histories, and ad hoc and specialty reports. User roles shall have view and print capability for inmate balance and transaction histories in real time. The integration must allow for CCDOC employees to update various information such as inmate verification and living unit locations seamlessly and automatically in the Jail Management System. Further, vendor must integrate with the inmate telecommunications provider so that inmates can use debit accounts to make phone calls and access all other features provided by the telecommunications provider's platform. The inmate telecommunications vendor shall be responsible for supporting and delivering all communications functions, however Summit Food Service, LLC shall be responsible for integrating the inmate banking solution with the telecommunications provider's system in order to allow detainees to seamlessly use inmate trust funds for communications services. The Summit Food Service, LLC system will meet the required specifications per the Functional Technological Requirements System Matrix in Attachment 1.
- B. Hardware. Summit Food Services, LLC will provide the required hardware for the agreed upon services, which may include, but are not limited to:
 - i. Six (6) Booking Kiosks (See Attachment 2)
 - ii. Five (5) intake kiosks – 1 placed in women's, 3 placed in men's, 1 reserve
 - iii. Deposit Lobby kiosks as described in Section 2.1 C.
 - iv. Seventeen (17) workstations
 - v. Nine (9) workstation computers for trust staff
 - vi. Five (5) support booking workstations
 - vii. Three (3) support discharge workstations
 - viii. Three (3) check printers
 - ix. Three (3) laser check quality MICR printers
 - x. Fourteen (14) desktop printers to support trust staff or ample shared high-volume network printers
 - xi. Three (3) PCI security compliant swipe credit card devices
- C. Deposit Lobby Kiosks. In addition to booking and intake kiosks, Summit Food Service, LLC must provide deposit lobby kiosks. The deposit lobby kiosks are freestanding units that will be placed at various locations within CCDOC facilities where detainees' family

members can access them to deposit money into the inmate's trust account. Locations will be mutually agreed upon by both parties. Summit Food Service, LLC will install deposit lobby kiosks at CCDOC's direction at no additional cost to the County or CCSO.

- D. Booking Kiosks. The booking kiosks shall be approximately 12"x18"x18" in size and accept bills and coins. These kiosks shall be installed by Summit Food Service, LLC in the booking area for CCDOC staff to utilize in the booking process. Kiosks must automatically count and deposit cash (paper and coin) for newly booked inmates. The funds deposited into these machines shall be calculated and uploaded to individual inmate trust account balances. Internal access to these kiosks will be completely in the control of CCDOC personnel. CCDOC shall immediately notify Summit Food Service, LLC of any malfunction or error, and Summit Food Service, LLC must complete all repairs and/or replace any necessary equipment within 24 hours of receiving such notification.
- E. Lockdown Software. Summit Food Service, LLC shall facilitate complete use of Lockdown™ inmate banking and commissary software. This software will be installed on computers that are accessible to Summit Food Service, LLC employees, as well as on the computers and workstations mentioned above, that will be accessible by CCDOC staff members. CCDOC shall retain ownership of the CCDOC data contained within the Lockdown™ computer system. All associated software and data unrelated to CCSO operations is considered the proprietary and confidential property of Summit Food Service, LLC.
- i. CCDOC will maintain control of the Inmate Trust Fund bank account and reconcile the balance to Lockdown™ monthly reports.
 - ii. Lockdown™ shall not automatically-generate batches or checks for inmates who have been released through the JMS.
 - iii. Inmate deposits must be held for a period of time as defined by the CCDOC.
 - iv. Lockdown™ must include the option of automatically assigning a batch number and allows transactions to be held for different periods of time. The option may be activated and turned off at CCSO's direction.
 - v. Lockdown™ must be capable of releasing held funds even after the inmate account has been closed.
 - vi. Batch numbers may be freely assigned to track batches of deposits, payments, payroll, etc.
 - vii. Lockdown™ must keep a running balance of a batch during data input.
 - viii. Lockdown™ must include functionality that allows the transaction in the batch to be suspended until the batch is reconciled.
 - ix. Lockdown™ must include functionality that can print batch reports and batches of receipts.
 - x. Lockdown™ must include functionality that permits the CCDOC to release inmate balances to a single clearing account and cut one check to the CCDOC for multiple inmate transfers after sentencing
 - xi. Lockdown™ shall automatically open accounts that originate in the CCOMS Microsoft CRM Dynamics and Microsoft SQL Server Jail Management System.
 - xii. Lockdown™ shall assign release dates to accounts based on release date

- updates received from the CCOMS Microsoft CRM Dynamics and Microsoft SQL Server Jail Management System.
- xiii. Lockdown™ shall update inmate housing locations based on housing updates received from the CCOMS Microsoft CRM Dynamics and Microsoft SQL Server Jail Management System.
 - xiv. Lockdown™ shall zero out abandoned inmate balances to a clearing account for consolidated escheatment payments into the Inmate Welfare Fund.
 - xv. Lockdown™ must allow for Internet browser-based inquiry of real-time individual inmate account history by more than 300 simultaneous users.
 - xvi. Lockdown™ must include functionality that will update inmate commissary restrictions based on housing locations received from the CCOMS Microsoft CRM Dynamics and Microsoft SQL Server Jail Management System.
 - xvii. Lockdown™ must carry forward items rejected for security or spending restrictions and present the list of rejected items on completed individual commissary receipts.
 - xviii. Inmate commissary refunds must be credited to the inmate's account on the same day that the refund is realized.
 - xix. Lockdown™ must include functionality that allows an electronic transfer of refunds for automatic credits.
 - xx. Lockdown™ must electronically release funds to inmates and electronically print payout in the form of a check or debit card.
 - xxi. Summit Food Service, LLC supports the strategy that the County will use for remote access to the inmate banking system for issue resolutions and system upgrades. Both Microsoft's remote desktop and Cisco VPN will be used.
 - xxii. CCSO will have secure access to the Inmate Banking System for issue resolution and system upgrades.
 - xxiii. Lockdown™ must immediately close all transactions for an inmate that has been discharged.
 - xxiv. Lockdown™ shall interface and/or integrate in real time with the CCOMS Microsoft CRM Dynamics and Microsoft SQL Server Jail Management System and send real time balances to the CCOMS JMS and receive inmate account balance updates.
 - xxv. The system must include functionality whereby a Windows-based interface can operate on a touch screen kiosk for inmates to use to order commissary. This functionality will be provided at no additional cost to the County.
 - xxvi. All transactions must be provided in an extractable normal financial format such as Excel for any transactions, throughout the term of the contract.
 - xxvii. All input transactions must be system time - stamped in real time
 - xxviii. Lockdown™ must automatically print inmate receipts.
 - xxix. Lockdown™ supports the ability to upload/download data into inmate accounts from other media such as an Excel spreadsheet.
 - xxx. Lockdown™ must include an automated Inmate debt recovery process.
 - xxxi. Lockdown™ must include functionality that encumbers funds.
 - xxxii. Lockdown™ must include functionality that transfers inmate funds from one account to another.

- xxxiii. Lockdown™ must allow customizable commissary restrictions per inmate.
- xxxiv. All software accounting includes a fully GAAP compliant general ledger with bank reconciliations.
- xxxv. Cisco VPN will be used.

F. Reports. Summit Food Service, LLC software solution, Lockdown™ includes the following:

- i. Comprehensive audit reporting system for inmate banking and commissary transactions.
- ii. User defined reports. Users will have the ability to run reports for any combination of input variables for any period.
- iii. Custom reports or files as requested by the CCDOC at no cost to the County including but not limited to the following:
 - Positive Pay files in required format.
 - System generated reports such as Daily Balance Sheet includes all debits and credits posted in the software by day and time or any date range selected by user with the debit and credits itemized by category.
 - Negative balances Report if the software generates such a value.
 - Reports reflecting balances for active and inactive Inmate Accounts.
 - Reports reflecting inmate debts owed to the fund and inmate debts owed external to the fund.

All reports shall be downloadable to the user's desktop or to a designated folder on the CCDOC's network drive. Summit Food Service, LLC will assign designated users with administrative privileges and access to Lockdown™ software. This access will allow approved CCDOC users to reconcile monthly statements.

G. Automated Functions. Summit Food Service, LLC will provide ability to automate functions, including but not limited to the following:

- i. U.S. District Court Filing Fees - automatically charge/deduct fees based on a court order percentage of defined inmate credits.
- ii. Inmate payroll system
- iii. Restitution process
- iv. Inmate debt owed - Non-cash related
- v. Medical fees
- vi. Indigent classification
- vii. Unclaimed funds

2.2 Commissary Operations Requirements

A. Order Processing. All commissary orders will be processed and imported at a specified time each week that is mutually agreed upon by both parties.

B. Order Delivery. Delivery of commissary orders to the facility and all associated costs will be the responsibility of Summit Food Service, LLC. All orders will be delivered by way of company owned delivery truck from Summit Food Service, LLC Chicago based fulfillment

center.

When product arrives at CCDOC, it will be temporarily stored and staged in a designated area provided by CCDOC. Summit Food Service, LLC will always maintain an order fill-rate of at least 90%. All orders will be distributed to inmate population by Summit Food Service, LLC staff. Delivery schedule will be mutually agreed upon.

- C. Packaging. Summit Food Service, LLC will provide and bring plastic pallets into the facility. Each individual order will be packaged in reusable mesh bag(s). The delivery schedule for orders will be mutually agreed upon by Summit Food Service, LLC and CCDOC. Order and delivery schedules may be modified for Holidays, special delivery, weather related delays, etc.
- D. Order Entry. The inmate population will submit orders for commissary goods into the Lockdown software system via inmate telephone IVR system or electronically upon the availability of kiosks or tablets.
- E. Credits. Any commissary credits due to an inmate will be issued within 24 hours of receipt.
- F. Menu Selection and Pricing. Menu items and pricing shall be determined jointly by the CCDOC and Summit Food Service, LLC. All menu items require the approval of the CCDOC Director or designee. Items can be added or dropped only with the approval of the CCDOC Director or designee. The CCDOC Director may reject any item. In addition:
 - i. No tobacco products or products containing glass or alcohol will be sold.
 - ii. Items which require the use of a microwave oven shall require approval by CCDOC Director. This approval includes but is not limited to the locations (e.g. housing units) within the CCDOC that these items may be sold.
 - iii. Across the board price increases will not be permitted nor will any price increase without a reasonable written explanation to the Executive Director of CCDOC. (Supplier increases would be an example of a reasonable explanation).
- G. All menu items shall be priced competitively, that is they should be not priced higher than what can be found in a local store. The vendor shall annually provide to the CCDOC Director a report of the costs for all items sold on the Commissary menu compared to the cost of the same items sold in local stores in the Chicago area. The comparison shall indicate the name(s) of the stores used for comparison and the date the comparisons were made. Transactional Fees. All credit card/deposit transaction fee Summit Food Service, LLC has proposed are attached under Exhibit 2. The Parties expressly agree that no additional transactional fees or ancillary fees will be charged to detainee friends and family upon funding an account, unless those fees have been submitted to and approved by the CCSO. CCSO reserves the right to review Summit Food Service, LLC transaction fee contract with its credit card processing vendor.

2.3 Debit/Credit Card Services

Inmate account deposit services (lobby kiosk, web) Interface with County's JMS provider Summit Food Service, LLC will provide a pre-paid (loadable/reloadable) debit card program through our partnership with Numi Financial that can be issued to inmates, at their option, upon discharge from the CCDOC. An inmate's remaining funds at the time of discharge would be loaded onto the card.

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

Summit Food Service, LLC can initiate and receive Automated Clearing House (ACH) entries. All the hardware and software required to operate and support this program will be operational and at no cost to CCDOC.

Any and all fees charged in conjunction with the debit/credit card program are attached as Exhibit 2. Summit Food Service, LLC shall keep all fees to an absolute minimum. Summit Food Service, LLC will not increase or change any fees without the express written consent of the CCDOC.

Summit Food Service, LLC will import transactions into a read-only database for reporting purposes. CCSO and Summit Food Service, LLC shall agree upon an export process and form for such transactions. Summit Food Service, LLC shall invoice on a monthly basis in whole day increments.

Summit Food Service, LLC shall provide billing that reconciles exactly to the debits and credits of the inmate accounts, on a monthly basis.

2.4 Monitoring and Reporting Requirements

- A. Commission Return. Summit Food Service, LLC will provide a monthly sales report to the Director no later than the fifteenth of each month. Sales Reports will include the following information:
- i. Commissionable sales
 - ii. Non-commissionable sales
 - iii. Adjustments for credits and refunds
 - iv. Current commissionable sales and commissions paid to CCDOC

Upon receipt of an approved invoice from Summit Food Service, LLC, commissary sales dollars will be paid to Summit Food Service, LLC monthly by CCDOC, less the contracted commission rate.

- B. Hardware Issue Reporting. Summit Food Service, LLC will report the following monthly:
- i. Kiosk repair requests and time to repair
 - ii. Kiosk downtime and cause
 - iii. Number of external uses of kiosks system-wide

All commissary related hardware will be maintained by Summit Food Service, LLC throughout the life of the contract, at no cost to the CCDOC. Back-up hardware will be stored at the local Chicago warehouse to ensure replacements can be made within 24 hours.

- C. Technology Support. Summit Food Service, LLC maintains a fully staffed centralized technical services support center including Help Desk, Configuration, Installation, Training, Systems Integration, and Software Development Services. The regional staff is located at the Summit Food Service, LLC corporate office in Sioux Falls, SD.

Engagement at the Software Development level requires corporate review and approval of customer requests by Summit Food Service, LLC regional representatives on behalf of the customer. This may include:

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

Technical Services provides service on a continuous and ongoing basis including, but not limited to the following:

- On-site personnel dedicated to CCDOC
- Help Desk Services available 24/7/365
- Technical Support
 - Support will be provided 24/7/365 regardless of severity. When the provided support email/phone number is used during business hours (8am-5pm CST), if not immediately available, someone will respond within 10 minutes. After hours (5pm-8am CST), someone will respond within 30 minutes.
 - Anything requiring Tier 2 support may require up to 24 hours for research and resolution.
- Regional Support
- Disaster Recovery
 - The Lockdown™ server will be a RAID-10 configuration which includes mirroring of the hard drives, as well as stripped data storage across multiple hard drives allowing a failed hard drive to be replaced with minimal downtime. In addition to this, backups can be ran on a schedule and stored offsite using Carbonite backup.

D. Support Services. Support requests can be received by phone and/or email. Requests are routed through a project management system. Phone services are available during business hours Monday through Friday. During business hours, inbound calls are answered by an administrative attendant. Depending on the nature of the call, it is routed appropriately. E-mail requests are monitored during business hours by a designated administrator. Examples of first line support services:

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

Support service staff is located at our Chicago based warehouse and on-site at CCDOC. Regional support is available and provided by Summit Food Service, LLC Corporate Office located in Sioux Falls, SD. Complex requests are processed by Summit Food Service, LLC in conjunction with software developers at TechFriends, Inc. located in Jonesboro, AR.

E. Training.

All training and support during implementation will be provided at no cost to CCDOC and will be conducted by Summit Food Service, LLC personnel on-site. Contractor staff will remain on-site until the CCDOC staff is confident that all users that will be issuing debit release cards are capable of proficiently using this feature/service. On-going training will be conducted as- needed. Training is ongoing and unlimited for CCDOC at no additional cost to the County or CCSO.

F. Key Personnel

All Summit Food Service, LLC on-site employees associated with the commissary operations will be subject and held to CCDOC's normal security and screening, the same as any other CCDOC employee. The Contractor's employees will be subject to security searches, pat-downs and electronic scans daily. Restrictions on items that cannot be brought into the complex will be strictly enforced.

Summit Food Service, LLC employees directly associated with commissary operations for CCDOC shall be subject to criminal background checks by the Cook County Sheriff's Office. This includes on-site and off-site employees.

Summit Food Service, LLC employees working with commissary services at the CCDOC shall be subject to drug testing as the CCDOC sees fit.

Summit Food Service, LLC will comply with the relevant sections of the Prison Rape Elimination Act of 2003 and the subsequent standards promulgated by the Attorney General of the United States and be prepared to demonstrate compliance with relevant standards, including employee selection, training, discipline and dismissal. Summit Food Service, LLC agrees to report all allegations of sexual misconduct, sexual assault, etc. as

defined in the standards to the CCDOC by the close of business on the day the vendor learns of these allegations.

3. Contract Performance & Implementation

3.1 Security Compliance Requirements

Summit Food Service, LLC inmate banking software includes data security controls that comply with all applicable rules and regulations, including but not limited to:

- A. HIPAA, HITECH and the rules promulgated thereunder;
- B. Payment Card Industry standards, including but not limited to PCI DSS and PCI PA-DSS;
- C. 28 CFR 20 and the FBI's CJIS Security Policy;
- D. IRS Publication 1075;
- E. NIST 800-53, as revised;

3.2 Contract Implementation

The Summit Food Service, LLC installation team is responsible for planning the implementation of software, hardware and network deployments at customer sites. Typically, this includes new account, first time installation of hardware and software.

Hardware and equipment needed for the installation on site is purchased. The Summit Food Service, LLC team creates a transition document that captures the complexities of the installation. The document will be a working plan between Summit Food Service, LLC and CCDOC. Summit Food Service, LLC will work closely with the CCDOC Information Technology Department to ensure smooth integration.

3.3 Contract Transition

Upon expiration of the term of the Contract, Summit Food Service, LLC agrees to work with the new contractor to ensure that commissary service operations and inmate trust records are smoothly and accurately transitioned to the new contractor. Summit Food Service, LLC will provide CCDOC a file of all ending inmate trust balances and that the final payment for Commissary Services will be withheld until the CCDOC is certain that trust data and balances have been accurately transmitted to the successive contractor.

3.4 Performance Detail

The period of performance for these services shall be for one (5) year period from the commencement date of a fully operating service, with two (2) one-year options to renew upon mutual agreement between the County of Cook and Summit Food Service, LLC. Invoices for commissary sales will be generated weekly and submitted to Cook County DOC, payment is required within 30 days.

3.5 Additional Services

The below programs are going to be programs and/or services the County is looking to explore and potentially implement during the contract terms, at no cost to the County.

Summit Food Service, LLC and CCSO agree to cooperate to implement these programs at CCSO's direction.

Back2work Program

The intention of the Back2Work program is to provide inmates with real world training and practical work experience in fields in constant need of additional workers. Using the skills and knowledge gained through this program, inmates become more employable outside of the prison environment. The benefits to the institution and the local community include lower recidivism rates, increased inmate morale, and more positive public relations.

This program incorporates formal vocational training and hands-on experience in the areas of institutional kitchen basics, retail services, warehouse and fulfillment, and baking.

Summit Food Service, LLC Care Packs

The County has the opportunity of activating the availability of Care Packs as part of the commissary program. These allow friends and family to order snacks and other items to be delivered to an inmate within the security restrictions set by the County. Caring packs can be a positive behavior and morale tool for the County to take advantage of while simultaneously providing additional revenue for the County. Summit Food Service, LLC proposal is contingent on this option being operational as part of the contract.

Summit Food Service, LLC Fresh Express

Summit Food Service, LLC is the only vendor able to provide a Fresh Express program option because we would have direct access to the kitchen and inmate banking system. This program would provide an additional revenue stream to the County in addition to the behavioral benefits it brings.

EXHIBIT 2

Schedule of Compensation

PRICING PROPOSAL

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

This document sets forth the requested pricing/commission structure for responding to this RFP. The County requests a Firm Fixed Price to deliver the items described in the Statement of Work. Total price shall include all costs (including, but not limited to: travel, shipping and other incidental expenses) to provide products, services and deliverables identified in the Statement of Work section of this RFP.

OPTION B

Commission Item	Total % Commission	Note(s)
Percent of Commission to the County from gross commissionable sales – will be firm for the five years of the contract period.	41%	
Percent of Commission to the County from gross commissionable sales of microwaveable items – will be firm for the five years of the contract period.	44%	

Fee Items	Per Transaction Fee	Note(s)
Debit Card	Please see OPTION B chart	Credit / Debit Card from lobby kiosk or via online deposit
Deposit Service Fees to Customers at Kiosk	\$3.00	Per Cash Transaction
Deposit Service Fees to Customer via other methods – add more rows if needed	No Fee	Money Orders
	\$2.50 Processing Fee plus money transmitter fees	Western Union/Money Gram

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

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

Commissionable sales shall be construed as all moneys received from the sales of merchandise, products, or services, less any sales of non-commissionable items (i.e. stamps and/or indigent kits), refunds, allowances, or adjustments for returns, defective or unsatisfactory merchandise, product or service, and applicable sale taxes.

Final determination on any pricing shall be made by the CCDOC Executive Director.

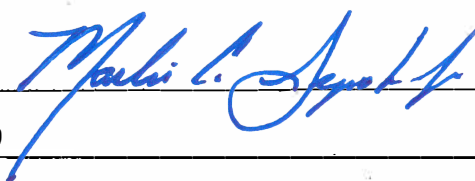
Vendor is responsible for remitting all applicable Federal, State and Local taxes.

Contractor shall provide a chart of all transaction fees and post by each CTD.

Contractor shall provide a monthly sales report to the CCDOC Executive Director no later than the fifteenth of each month.

The Sales Report must include the following information:

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

Authorized Signature: 
Title: President & CEO
Date: 09/19/2018

OPTION B CHART

Fee Items	Per Transation Fee			Note(s)
	From	To	Handling Charge	Notes
Debit Card	\$0.01	\$19.99	\$2.95	Credit / Debit Card from lobby kiosk or via online deposit.
	\$20.00	\$99.99	\$5.95	
	\$100.00	\$199.99	\$7.95	
	\$200.00	\$300.00	\$9.95	
Maximum Deposit Amount \$300.00 per week				

PROGRAM OPTIONS FOR COOK COUNTY

Program	Weekly Program
Cost to activate	\$0.00
Grace Period before Maintenance Fee is charged	3 Days
Reloadable by Agency	No
Maintenance Fee	\$1.50 Weekly
Inactivity Fee (after 90 days of non-use)	N/A
Signature Purchase	\$0.00
PIN Purchase	\$0.00
ATM Balance Inquiry	\$1.50
ATM Withdrawal	\$2.95
Check Request	\$0.00/9.95*
Cash Advance	\$0.00*
Card to Account Transfer	\$0.00
Declined Transactions	\$0.95
Declined ATM Transactions	\$1.95
International ATM Withdrawal	\$4.95
24/7 Live Bilingual Support	\$0.00
International Transactions Currency Exchange Fee	3%

Note every card contains the following provision and

MONEY FROM THE CARD FOR FREE SO LONG AS YOU DO NOT USE

EXHIBIT 3

Commissary Menu List

ID:
Location: WOMEN'S MENU
Date:

Printed Name:
Signature:

Revised
2/19/2018

*I authorize the deduction of funds to pay for the items selected.

CLOTHING								
1000	Bob Barker Washcloth Brown	1.95	1076	Bob Barker Gym Shorts 2x	18.99	2096	Freshscent Shave Cream packets	0.18
1001	Bob Barker Shower Shoes Small	1.19	1077	Bob Barker Gym Shorts 3x	19.99	2097	Level 10 Sports bar soap 5oz	1.78
1002	Bob Barker Shower Shoes Medium	1.19	1078	Bob Barker Gym Shorts 4x	19.99	2098	Level 10 Moisturizing Bar Soap 5oz	1.78
1003	Bob Barker Thermal Shirt 4XL	8.99	1079	Bob Barker Gym Shorts 5x	19.99	2099	Level 10 Cocoa Butter Bar Soap 5oz	1.78
1004	Bob Barker Womens Briefs 6	3.09	1092	Bob Barker Sports Bra 32	11.03	4046	Iodent Denture Cleanser Tablets 20ct	3.09
1005	Bob Braker Womens Briefs 8	3.09	1100	Bob Barker T-shirt 4x	4.99	MEDICAL		
1006	Bob Barker Womens Briefs 10	3.09	1101	Bob Barker T-Shirt 5x	5.49	2042	Good Sense Cough Drop Honey Lemon	1.50
1007	Bob Barker Womens Briefs 12	3.09	1214	Blue Ball Cap/Hat	6.99	4010	Med-First Ibuprofen (generic Advil) 2ct	0.46
1019	Bob Barker T-Shirt White M	3.99	1220	Bob Barker Gym shorts size small	18.99	4011	Med-Frist Acetaminophen (generic Tylenol) 2ct	0.46
1020	Bob Barker T-Shirt White L	3.99	1221	Bob Barker Gym shorts size 6x	19.99	4022	Tums 8ct roll	1.49
1021	Bob Barker T-Shirt White XL	3.99	1232	Courtline Low top shoes size 7	39.88	4026	Med-First Decongestant Tab 2pk	0.46
1022	Bob Barker T-Shirt 2XL	3.99	1233	Courtline Low top shoes size 7.5	39.88	4074	Med-First Aspirin 2ct	0.46
1023	Bob Barker T-Shirt 3XL	4.49	1234	Courtline Low top shoes size 8	39.88	MISC		
1024	Bob Barker Sport Bra 34	11.03	1235	Courtline Low top shoes size 8.5	39.88	3000	Phone Card	10.00
1025	Bob Barker Sport Bra 36	11.03	1236	Courtline Low top shoes size 9	39.88	4000	Envelope #10	0.03
1026	Bob Barker Sport Bra 38	13.78	1237	Courtline Low top shoes size 9.5	39.88	4007	Stamp 50cent	0.50
1027	Bob Barker Sport Bra 40	13.78	1238	Courtline Low top shoes size 10	39.88	4009	Max Security Pen-Flex Blue Ink	0.55
1028	Bob Barker Sport Bra 42	13.78	1239	Courtline Low top shoes size 10.5	39.88	4013	Stamped Envelope	0.62
1029	Bob Barker Sport Bra 44	13.78	1240	Courtline Low top shoes size 11	39.88	4024	Tumbler w/ Lid 22oz	5.99
1030	Bob Barker Thermal Shirt M	6.99	1241	Courtline Low top shoes size 11.5	39.88	4031	Chapet Lip Balm	1.49
1031	Bob Barker Thermal Shirt L	6.99	1242	Courtline Low top shoes size 12	39.88	4033	Gallant Winter Holiday Card	1.10
1032	Bob Barker Thermal Shirt XL	6.99	1243	Courtline Low top shoes size 13	39.88	4034	Gallant Get Well card	1.10
1033	Bob Barker Thermal Shirt 2XL	7.99	1244	Courtline Low top shoes size 14	39.88	4035	Gallant Thank You card	1.10
1034	Bob Barker Thermal Shirt 3XL	7.99	1245	Courtline Low top shoes size 15	39.88	4036	Gallant Birthday Card	1.10
1035	Bob Barker Thermal Pants M	6.99	3003	Bob Barker low top Shoes size 7	39.88	4037	Gallant Thinking of You Card	1.10
1036	Bob Barker Thermal Pants L	6.99	3004	Bob Barker low top shoes size 8	39.88	4038	Gallant Love Card	1.10
1037	Bob Barker Thermal Pants XL	6.99	3005	Bob Barker low top shoes size 9	39.88	4039	Gallant Birthday Card (Spanish)	1.10
1038	Bob Barker Thermal Pants 2XL	7.99	3006	Bob Braker low top shoes size 10	39.88	4042	Gallant Mothers Day Card	1.10
1039	Bob Barker Thermal Pants 3XL	7.99	3007	Bob Barker low top shoes size 11	39.88	4061	AAA Economy Playing Cards	1.69
1040	Bob Barker Thermal Pants 4XL	7.99	3008	Bob Barker low top shoes size 12	39.88	4062	Paper Lined Writing Pad - White	1.99
1049	Bob Barker Shower Shoes Size 2XL	1.19	3009	Bob Barker low top shoes size 13	39.88	4071	Bob Barker Palm Brush	0.75
1050	Bob Barker Shower Shoes Size Large	1.19	3010	Bob Barker low top shoes size 14	39.88	4093	Member's Mark Toilet Paper Roll--LARGE	1.49
1051	Bob Barker Shower Shoes Size XL	1.19	3011	Bob Barker low top shoes size 15	39.88	4100	Father's Day Card	1.10
1052	Reading Glasses 1.50	6.99	PERSONAL HYGIENE			4104	Valentine's Card	1.10
1053	Bob Barker Bath Towel Brown	6.75	2005	Fab Face Skin Cream	2.99	4105	Gallant Blank Greeting Card	1.10
1054	Bob Barker Heavy White Sock	1.49	2007	Colgate toothpaste 2.5oz	2.99	4106	Gallant Easter Greeting Card	1.10
1055	Reading Glasses 2.0	6.99	2012	Magic Shave Cream	3.99	4107	Gallant Thanksgiving Greeting Card	1.10
1056	Reading Glasses 2.5	6.99	2021	Lady Speed Stick	4.99	4108	Gallant Sympathy Greeting Card	1.10
1057	Bob Barker Velcro Shoes Mens Size 7	22.00	2022	Power Up Women's Bloom Antiperpirant 2oz	3.86	4126	10x13 Envelope	0.25
1058	Bob Barker Velcro Shoes Mens Size 8	22.00	2023	Secret Women's Antiperspirant 1.7oz	5.99	4901	King James Bible	10.20
1059	Bob Barker Velcro Shoes Mens Size 9	22.00	2028	Staydent Denture Adhesive 2.4oz	4.99	CANDY		
1060	Bob Barker Velcro Shoes Mens Size 10	22.00	2031	Blue Magic Conditioner 4oz	5.29	5000	Chick-O-Stick (K)(S)	0.50
1061	Bob Barker Velcro Shoes Mens Size 11	22.00	2033	Freshscent Cocoa Butter Lotion 4oz	1.49	5005	Atomic Fire Ball 3oz (K)(S)	1.59
1062	Bob Barker Velcro Shoes Mens Size 12	22.00	2045	Bergamot Hair Dressing 3.75oz	3.99	5006	Hometown Root Beer Barrels 4.5oz (S)	1.59
1063	Bob Barker Velcro Shoes Mens Size 13	22.00	2047	Max Security 3 in 1 Shampoo, soap, shave 4oz	1.29	5007	Now & Later 3.5oz (S)	1.59
1064	Bob Barker Velcro Shoes Mens Size 14	22.00	2051	Dawn Mist Deodorant 1.6oz	1.49	5008	Snickers (K)(S)	1.29
1065	Bob Barker Velcro Shoes Mens Size 15	22.00	2054	Max Security 3 in 1 Shampoo, soap, shave 2oz	0.99	5009	M&M Peanut (K)(S)	1.29
1073	Bob Barker Gym Shorts M	18.99	2062	Freshscent Deodorant Soap 3oz	0.89	5017	Baby Ruth (K)(S)	1.29
1074	Bob Barker Gym Shorts L	18.99	2091	Max Security 1.5oz roll on deodorant	0.99	5018	Sathers Jelly Beans	2.99
1075	Bob Barker Gym Shorts XL	18.99	2094	Naturemint .6oz toothpaste	0.49	5022	Reese's Peanut Butter Cup (K)	1.29
			2095	Freshscent Shampoo/Bodywash packets	0.15	5024	Gracies Butterscotch Disc 4.5oz (S)	1.79

ID:
Location: WOMEN'S MENU
Date:

Printed Name:
Signature:

Revised
2/19/2018

*I authorize the deduction of funds to pay for the items selected.

5028	Jolly Rancher 3.7oz (S)	2.08
5029	5 Flavors Lifesavers	1.29
5034	Reese's Pieces 3.5oz (K)(S)	2.59
5038	Sathers Starlite Mints (S)	2.49
5039	Palmer's Tootsie Roll 2.25oz (K)(S)	2.29
5040	Twizzlers 5oz (K)(S)	2.49
5041	Original Gummi Bears 4oz (S)	1.89
5044	Old Fashioned Lemonade Disks 10oz	2.99
BEVERAGES		
6000	Nescafe Tasters Choice Single (K)	0.39
6001	Sweet Sprinkles Sweet and low 10 ct (K)	0.69
6002	Creamer singles 10pk (K)	1.25
6012	Swiss Miss SF Cocoa single	0.59
6013	Keefe Cappuccino single (K)(S)	0.59
6026	Decafe Tasters Choice SS Coffee	0.50
6027	Swiss Miss Hot Cocoa Mix	0.46
6034	New Leaf Choc Health Shake 2oz powder	2.99
6035	New Leaf Vanilla Health Shake 2oz powder	2.99
6050	Kool Off SF Fruit punch drink mix 10pk (K)	2.49
6051	Kool Off SF Lemonade Drink mix 10pk (K)	2.49
6052	Kool Off SF Orange drink mix 10pk (K)	2.49
6053	Kool Off SF Ice Tea drink mix 10pk (K)	2.49
CHIPS / SNACKS		
7001	Tri-O-Plex protein bar choc chip	3.49
7006	Basil's Duplex Cookie 5oz (K)(S)	1.38
7007	Basil's Lemon Creme Cookie 5oz (K)(S)	1.38
7008	Basil's Peanut Butter Creme Cookie 5oz (K)(S)	1.42
7009	Basil's Vanilla Creme Cookie (K)(S)	1.38
7010	M-O-M Oatmeal Single Apple Cinnamon	0.59
7011	M-O-M Oatmeal Single Brown Sugar	0.59
7012	Jalapeno Slices (K)(S)	0.79
7013	Moon Lodge Hot Peanuts (K)	0.89
7016	Cheez Its (K)	0.99
7021	Old Fashioned Squeeze Grape Jelly	0.29
7022	Frito Lay Cheetos	1.29
7023	Corn Chips Chili Cheese 12oz (K)	0.00
7024	Frito Lay Cheetos Flamin Hots	1.29
7027	Maruchan Chili Ramen	0.92
7028	Maruchan Texas Beef Ramen	0.92
7029	Maruchan Beef Ramen	0.92
7030	Maruchan Chicken Ramen	0.92
7031	Maruchan Cajun Shrimp Ramen	0.92
7032	Old Fashioned Squeeze Peanut Butter	0.79
7033	Old Fashioned Squeeze Cheddar Cheese	1.04
7034	Old Fashioned Squeeze Jalapeno Cheese	1.04
7037	Toast'em Popup Cherry 6ct box	3.49
7039	Lil Dutch Vanilla Wafers 11oz	2.25
7041	Hometown Spanish Rice 2.5oz	1.59
7042	Chicken of the Sea Pink Salmon 5oz (K)	5.99
7043	Chicken of the Sea Tuna In Water 7oz (K)	4.99
7045	Freshley's Honey Bun Iced (K)	1.49
7046	Back Country Chili w/beans pouch	3.99
7050	Earl's Caramel Corn (S)	1.29
7052	Back Country Hot Chili w Beans Pouch	3.99

7053	Freshley's Honey Bun Glazed (K)	1.49
7054	Freshley's Cupcakes 2pk Chocolate	1.49
7057	Hometown Refried Pinto Bean 8oz	2.99
7059	Frito Lay Cheetos Jalapeno	1.29
7061	Frito Lay Doritos Cool Ranch 1.5oz	1.29
7062	Frito Lay Doritos Nacho Cheese 1.5oz	1.29
7063	Earl's Cheesy Corn (S)	1.29
7064	Frito Lay Fritos Chili Cheese 1.5oz	1.29
7065	Frito Lay Funyuns Onion Chips (K)	1.29
7066	Grandmas Chocolate Chip Cookies (K)(S)	0.99
7067	Fisherman's Paradise Sardine Pouch (K)	2.59
7068	Andy Capps Hot Fries - Small	0.99
7069	Jack Links SQUATCH Meat Stick	2.49
7070	Sheboygan Beef Summer Sausage 5oz	3.99
7071	Van Holtens Jumbo Hot Dill Pickle (K)	1.53
7072	Van Holtens Kosher Dill Pickle (K)	1.53
7073	Frito Lay BBQ 1.5oz (K)	1.29
7075	Frito Lay Sour Cream & Onion Chips 1.5oz (K)	1.29
7077	Trails Best Beef and Cheddar	1.75
7078	Trails Best Double Barrel Salami	1.75
7079	Oreo Mini Bites 1.5oz (K)	0.99
7080	Maruchan Spicy Vegetable Ramen	0.92
7081	Salitas Tortilla Chip	1.29
7083	Snyders Hot Buffalo Pieces (K)	1.29
7084	Snyders Jalapeno Pieces (K)	1.29
7085	Jay's Krunchers kettle Jalapeno Chip (K)	1.29
7086	Savulita Butter Flavor Flour Tortillas 6ct. (K)	1.49
7087	Clover Hill Blueberry Blaster Donuts 2ct(K)	1.49
7090	Cookquik Inst. Red Beans and Rice 2oz(K)	1.59
7091	Austin's Cheese and Cracker (K)(S)	0.62
7095	Hometown Refried Beans w/Jalapeno 8oz (K)	3.49
7096	Brushy Creek Chicken Breast Pouch 4.5oz	5.49
7097	Malt-O-Meal Frosted Flakes Bowl 1oz	1.00
7098	Malt-O-Meal Raisin Bran Bowl 1.25oz	1.00
7101	M-O-M Honey Scooters Bowl (cheerios) 1oz	1.00
7102	Americana Mustard PC (K)	0.07
7103	Americana Ketchup PC (K)	0.09
7105	Salt Packets-10ct (K)	0.89
7106	Old Fashioned Louisiana Hot Sauce PC (K)	0.18
7107	Americana Mayo PC (K)	0.12
7114	Little Debbie Granola Bar Peanut Butter (K)(S)	1.00
7115	Little Debbie Granola Choc. Chip (K)(S)	1.00
7117	Velveeta Mac & Cheese 3oz (K)	1.99
7118	Old Fashioned Ranch Dressing PC	0.65
7119	Kar's Cashews 2.5oz Bag (K)	2.49
7121	Austin's Peanut Butter Cracker (K)	0.62
7124	Back Country Taco Filling w/Chicken 11.25oz	5.49
7125	Brushy Creek Black Beans Pouch 10oz	2.99
7127	Brushy Creek Beef Stew Pouch 11.25	3.99
7128	Brushy Creek Lasagna Pouch 11.25oz	3.99
7132	Moon Lodge White Cheddar Popcorn 5oz	2.49
7141	Cactus Annies Pork Rinds Hot & Spicy 2oz	1.99
7142	Lil Dutch Chocolate Chip Cookie 12oz (K)(S)	2.99
7149	Toast'em Popup Strawberry 6ct Box	3.49

7150	Toast'em Popup Blueberry 6ct Box	3.49
7151	Toast'em Popup Brown Sugar/Cinnamon 6ct Box	3.49
7152	Granny Goose Blazin Hot Cheese Nibblers	3.25
7153	Food Express Plain Bagel	1.23
7154	Old Fashioned Cream Cheese Packet	0.79
7160	Carmela Ready Cuts	3.59
7161	Kar's Almonds 3oz	4.79
7165	Kings Sunflower kernels tube	1.59
7166	Chicken of the Sea Clams 3.53oz	2.69
7167	Chicken of the Sea Oysters 3.53oz	3.49

**TOBACCO
SPECIAL**

**ALL SALES FINAL
CHECK ORDER AT DELIVERY**

****Items Highlighted in Yellow are considered
Microwaveable and will have a separate
commission rate**

ID:

Location: MEN'S MENU

Date:

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CLOTHING

1000	Bob Barker Washcloth Brown	1.95
1001	Bob Barker Shower Shoes Small	1.19
1002	Bob Barker Shower Shoes Medium	1.19
1003	Bob Barker Thermal Shirt 4XL	8.99
1008	Fruit of the Loom Mens Briefs S	3.09
1009	Fruit of the Loom Mens Briefs M	3.09
1010	Fruit of the Loom Mens Briefs L	3.09
1011	Fruit of the Loom Mens Briefs XL	3.09
1012	Fruit of the Loom Mens Briefs 2XL	4.49
1013	Bob Barker Boxer Shorts S	3.89
1014	Bob Barker Boxer Shorts M	3.89
1015	Bob Barker Boxer Shorts L	3.89
1016	Bob Barker Boxer Shorts XL	3.99
1017	Bob Barker Boxer Shorts 2XL	5.49
1018	Bob Barker Boxer Shorts 3XL	6.89
1019	Bob Barker T-Shirt White M	3.99
1020	Bob Barker T-Shirt White L	3.99
1021	Bob Barker T-Shirt White XL	3.99
1022	Bob Barker T-Shirt 2XL	3.99
1023	Bob Barker T-Shirt 3XL	4.49
1030	Bob Barker Thermal Shirt M	6.99
1031	Bob Barker Thermal Shirt L	6.99
1032	Bob Barker Thermal Shirt XL	6.99
1033	Bob Barker Thermal Shirt 2XL	7.99
1034	Bob Barker Thermal Shirt 3XL	7.99
1035	Bob Barker Thermal Pants M	6.99
1036	Bob Barker Thermal Pants L	6.99
1037	Bob Barker Thermal Pants XL	6.99
1038	Bob Barker Thermal Pants 2XL	7.99
1039	Bob Barker Thermal Pants 3XL	7.99
1040	Bob Barker Thermal Pants 4XL	7.99
1049	Bob Barker Shower Shoes Size 2XL	1.19
1050	Bob Barker Shower Shoes Size Large	1.19
1051	Bob Barker Shower Shoes Size XL	1.19
1052	Reading Glasses 1.50	6.99
1053	Bob Barker Bath Towel Brown	6.75
1054	Bob Barker Heavy White Sock	1.49
1055	Reading Glasses 2.0	6.99
1056	Reading Glasses 2.5	6.99
1057	Bob Barker Velcro Shoes Mens Size 7	22.00
1058	Bob Barker Velcro Shoes Mens Size 8	22.00
1059	Bob Barker Velcro Shoes Mens Size 9	22.00
1060	Bob Barker Velcro Shoes Mens Size 10	22.00
1061	Bob Barker Velcro Shoes Mens Size 11	22.00
1062	Bob Barker Velcro Shoes Mens Size 12	22.00
1063	Bob Barker Velcro Shoes Mens Size 13	22.00
1064	Bob Barker Velcro Shoes Mens Size 14	22.00
1065	Bob Barker Velcro Shoes Mens Size 15	22.00
1073	Bob Barker Gym Shorts M	18.99
1074	Bob Barker Gym Shorts L	18.99

1075

1076	Bob Barker Gym Shorts XL	18.99
1077	Bob Barker Gym Shorts 2x	18.99
1078	Bob Barker Gym Shorts 3x	19.99
1079	Bob Barker Gym Shorts 4x	19.99
1091	Bob Barker Gym Shorts 5x	19.99
1100	Bob Barker Boxer Shorts 4xl	6.89
1101	Bob Barker T-shirt 4x	4.99
1214	Bob Barker T-Shirt 5x	5.49
1216	Blue Ball Cap/Hat	6.99
1217	Fruit of the Loom Mens briefs size 3x	4.99
1218	Fruit of the Loom Mens briefs size 4x	5.49
1219	Fruit of the Loom Mens briefs size 5x	5.99
1220	Bob Barker Boxer Shorts size 6x	6.89
1221	Bob Barker Gym shorts size small	18.99
1232	Bob Barker Gym shorts size 6x	19.99
1233	Courtline Low top shoes size 7	39.88
1234	Courtline Low top shoes size 7.5	39.88
1235	Courtline Low top shoes size 8	39.88
1236	Courtline Low top shoes size 8.5	39.88
1237	Courtline Low top shoes size 9	39.88
1238	Courtline Low top shoes size 9.5	39.88
1239	Courtline Low top shoes size 10	39.88
1240	Courtline Low top shoes size 10.5	39.88
1241	Courtline Low top shoes size 11	39.88
1242	Courtline Low top shoes size 11.5	39.88
1243	Courtline Low top shoes size 12	39.88
1244	Courtline Low top shoes size 13	39.88
1245	Courtline Low top shoes size 14	39.88
3003	Courtline Low top shoes size 15	39.88
3004	Bob Barker low top Shoes size 7	39.88
3005	Bob Barker low top shoes size 8	39.88
3006	Bob Barker low top shoes size 9	39.88
3007	Bob Braker low top shoes size 10	39.88
3008	Bob Barker low top shoes size 11	39.88
3009	Bob Barker low top shoes size 12	39.88
3010	Bob Barker low top shoes size 13	39.88
3011	Bob Barker low top shoes size 14	39.88
3012	Bob Barker low top shoes size 15	39.88

PERSONAL HYGIENE

2004	P/Care Men's Clear Stick Deodorant 2.25oz	2.29
2005	Fab Face Skin Cream	2.99
2007	Colgate toothpaste 2.5oz	2.99
2012	Magic Shave Cream	3.99
2028	Staydent Denture Adhesive 2.4oz	4.99
2031	Blue Magic Conditioner 4oz	5.29
2033	Freshscent Cocoa Butter Lotion 4oz	1.49
2035	Mennen Speed Stick Mens Deodorant	5.99
2045	Bergamot Hair Dressing 3.75oz	3.99
2047	Max Security 3 in 1 Shampoo, soap, shave 4oz	1.29
2051	Dawn Mist Deodorant 1.6oz	1.49
2054	Max Security 3 in 1 Shampoo, soap, shave 2oz	0.99

2062	Freshscent Deodorant Soap 3oz	0.89
2091	Max Security 1.5oz roll on deodorant	0.99
2094	Naturemint .6oz toothpaste	0.49
2095	Freshscent Shampoo/Bodywash packets	0.15
2096	Freshscent Shave Cream packets	0.18
2097	Level 10 Sports bar soap 5oz	1.78
2098	Level 10 Moisturizing Bar Soap 5oz	1.78
2099	Level 10 Cocoa Butter Bar Soap 5oz	1.78
4046	Iodent Denture Cleanser Tablets 20ct	3.09
MEDICAL		
2042	Good Sense Cough Drop Honey Lemon	1.50
4010	Med-First Ibuprofen (generic Advil) 2ct	0.46
4011	Med-First Acetaminophen (generic Tylenol) 2ct	0.46
4022	Tums 8ct roll	1.49
4026	Med-First Decongestant Tab 2pk	0.46
4074	Med-First Aspirin 2ct	0.46
MISC		
3000	Phone Card	10.00
4000	Envelope #10	0.03
4007	Stamp 50cent	0.50
4009	Max Security Pen-Flex Blue Ink	0.55
4013	Stamped Envelope	0.62
4024	Tumbler w/ Lid 22oz	5.99
4031	Chapet Lip Balm	1.49
4033	Gallant Winter Holiday Card	1.10
4034	Gallant Get Well card	1.10
4035	Gallant Thank You card	1.10
4036	Gallant Birthday Card	1.10
4037	Gallant Thinking of You Card	1.10
4038	Gallant Love Card	1.10
4039	Gallant Birthday Card (Spanish)	1.10
4042	Gallant Mothers Day Card	1.10
4061	AAA Economy Playing Cards	1.69
4062	Paper Lined Writing Pad - White	1.99
4071	Bob Barker Palm Brush	0.75
4093	Member's Mark Toilet Paper Roll--LARGE	1.49
4100	Father's Day Card	1.10
4104	Valentine's Card	1.10
4105	Gallant Blank Greeting Card	1.10
4106	Gallant Easter Greeting Card	1.10
4107	Gallant Thanksgiving Greeting Card	1.10
4108	Gallant Sympathy Greeting Card	1.10
4126	10x13 Envelope	0.25
4901	King James Bible	10.20
CANDY		
5000	Chick-O-Stick (K)(S)	0.50
5005	Atomic Fire Ball 3oz (K)(S)	1.59
5006	Hometown Root Beer Barrels 4.5oz (S)	1.59
5007	Now & Later 3.5oz (S)	1.59
5008	Snickers (K)(S)	1.29
5009	M&M Peanut (K)(S)	1.29

ID:

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5017	Baby Ruth (K)(S)	1.29	7045	Freshley's Honey Bun Iced (K)	1.49	7132	Moon Lodge White Cheddar Popcorn 5oz	2.49
5018	Sathers Jelly Beans	2.99	7046	Back Country Chili w/beans pouch	3.99	7141	Cactus Annies Pork Rinds Hot & Spicy 2oz	1.99
5022	Reese's Peanut Butter Cup (K)	1.29	7050	Earl's Carmel Corn (S)	1.29	7142	Lil Dutch Chocolate Chip Cookie 12oz (K)(S)	2.99
5024	Gracies Butterscotch Disc 4.5oz (S)	1.79	7052	Back Country Hot Chili w Beans Pouch	3.99	7149	Toast'em Popup Strawberry 6ct Box	3.49
5028	Jolly Rancher 3.7oz (S)	2.08	7053	Freshley's Honey Bun Glazed (K)	1.49	7150	Toast'em Popup Blueberry 6ct Box	3.49
5029	5 Flavors Lifesavers	1.29	7054	Freshley's Cupcakes 2pk Chocolate	1.49	7151	Toast'em Popup Brown Sugar/Cinnamon 6ct Box	3.49
5034	Reese's Pieces 3.5oz (K)(S)	2.59	7057	Hometown Refried Pinto Bean 8oz	2.99	7152	Granny Goose Blazin Hot Cheese Nibblers	3.25
5038	Sathers Starlite Mints (S)	2.49	7059	Frito Lav Cheetos Jalapeno	1.29	7153	Food Express Plain Bagel	1.23
5039	Palmer's Tootsie Roll 2.25oz (K)(S)	2.29	7061	Frito Lay Doritos Cool Ranch 1.5oz	1.29	7154	Old Fashioned Cream Cheese Packet	0.79
5040	Twizzlers 5oz (K)(S)	2.49	7062	Frito Lay Doritos Nacho Cheese 1.5oz	1.29	7160	Carmela Ready Cuts	3.59
5041	Original Gummi Bears 4oz (S)	1.89	7063	Earl's Cheesy Corn (S)	1.29	7161	Kar's Almonds 3oz	4.79
5044	Old Fashioned Lemonade Disks 10oz	2.99	7064	Frito Lay Fritos Chili Cheese 1.5oz	1.29	7165	Kings Sunflower kernels tube	1.59
BEVERAGES			7065	Frito Lay Funyuns Onion Chips (K)	1.29	7166	Chicken of the Sea Clams 3.53oz	2.69
6000	Nescafe Tasters Choice Single (K)	0.39	7066	Grandmas Chocolate Chip Cookies (K)(S)	0.99	7167	Chicken of the Sea Oysters 3.53oz	3.49
6001	Sweet Sprinkles Sweet and low 10 ct (K)	0.69	7067	Fisherman's Paradise Sardine Pouch (K)	2.59	ALL SALES FINAL CHECK ORDER AT DELIVERY <div> **Items Highlighted in Yellow are considered Microwaveable and will have a separate commission rate </div>		
6002	Creamer singles 10pk (K)	1.25	7068	Andy Capps Hot Fries - Small	0.99			
6012	Swiss Miss SF Cocoa single	0.59	7069	Jack Links SQUATCH Meat Stick	2.49			
6013	Keefe Cappuccino single (K)(S)	0.59	7070	Sheboygan Beef Summer Sausage 5oz	3.99			
6026	Decafe Tasters Choice SS Coffee	0.50	7071	Van Holtens Jumbo Hot Dill Pickle (K)	1.53			
6027	Swiss Miss Hot Cocoa Mix	0.46	7072	Van Holtens Kosher Dill Pickle (K)	1.53			
6034	New Leaf Choc Health Shake 2oz powder	2.99	7073	Frito Lay BBQ 1.5oz (K)	1.29			
6035	New Leaf Vanilla Health Shake 2oz powder	2.99	7075	Frito Lav Sour Cream & Onion Chips 1.5oz (K)	1.29			
6050	Kool Off SF Fruit punch drink mix 10pk (K)	2.49	7077	Trails Best Beef and Cheddar	1.75			
6051	Kool Off SF Lemonade Drink mix 10pk (K)	2.49	7078	Trails Best Double Barrel Salami	1.75			
6052	Kool Off SF Orange drink mix 10pk (K)	2.49	7079	Oreo Mini Bites 1.5oz (K)	0.99			
6053	Kool Off SF Ice Tea drink mix 10pk (K)	2.49	7080	Maruchan Spicy Vegetable Ramen	0.92			
CHIPS / SNACKS			7081	Salsitas Tortilla Chip	1.29			
7001	Tri-O-Plex protein bar choc chip	3.49	7083	Snyders Hot Buffalo Pieces (K)	1.29			
7006	Basil's Duplex Cookie 5oz (K)(S)	1.38	7084	Snyders Jalapeno Pieces (K)	1.29			
7007	Basil's Lemon Creme Cookie 5oz (K)(S)	1.38	7085	Jay's Krunchers kettle Jalpeno Chip (K)	1.29			
7008	Basil's Peanut Butter Creme Cookie 5oz (K)(S)	1.42	7086	Sayulita Butter Flavor Flour Tortillas 6ct. (K)	1.49			
7009	Basil's Vanilla Creme Cookie (K)(S)	1.38	7087	Clover Hill Blueberry Blaster Donuts 2ct(K)	1.49			
7010	M-O-M Oatmeal Single Apple Cinnamon	0.59	7090	Cookquik Inst. Red Beans and Rice 2oz(K)	1.59			
7011	M-O-M Oatmeal Single Brown Sugar	0.59	7091	Austin's Cheese and Cracker (K)(S)	0.62			
7012	Jalapeno Slices (K)(S)	0.79	7095	Hometown Refried Beans w/Jalapeno 8oz (K)	3.49			
7013	Moon Lodge Hot Peanuts (K)	0.89	7096	Brushy Creek Chicken Breast Pouch 4.5oz	5.49			
7016	Cheez Its (K)	0.99	7097	Malt-O-Meal Frosted Flakes Bowl 1oz	1.00			
7021	Old Fashioned Squeeze Grape Jelly	0.29	7098	Malt-O-Meal Raisin Bran Bowl 1.25oz	1.00			
7022	Frito Lay Cheetos	1.29	7101	M-O-M Honey Scooters Bowl (cheerios) 1oz	1.00			
7023	Corn Chips Chili Cheese 12oz (K)	0.00	7102	Americana Mustard PC (K)	0.07			
7024	Frito Lay Cheetos Flamin Hots	1.29	7103	Americana Ketchup PC (K)	0.09			
7027	Maruchan Chili Ramen	0.92	7105	Salt Packets-10ct (K)	0.89			
7028	Maruchan Texas Beef Ramen	0.92	7106	Old Fashioned Louisiana Hot Sauce PC (K)	0.18			
7029	Maruchan Beef Ramen	0.92	7107	Americana Mayo PC (K)	0.12			
7030	Maruchan Chicken Ramen	0.92	7114	Little Debbie Granola Bar Peanut Butter (K)(S)	1.00			
7031	Maruchan Caiun Shrimp Ramen	0.92	7115	Little Debbie Granola Choc. Chip (K)(S)	1.00			
7032	Old Fashioned Squeeze Peanut Butter	0.79	7117	Velveeta Mac & Cheese 3oz (K)	1.99			
7033	Old Fashioned Squeeze Cheddar Cheese	1.04	7118	Old Fashioned Ranch Dressing PC	0.65			
7034	Old Fashioned Squeeze Jalepeno Cheese	1.04	7119	Kar's Cashews 2.5oz Bag (K)	2.49			
7037	Toast'em Popup Cherry 6ct box	3.49	7121	Austin's Peanut Butter Cracker (K)	0.62			
7039	Lil Dutch Vanilla Wafers 11oz	2.25	7124	Back Country Taco Filling w/Chicken 11.25oz	5.49			
7041	Hometown Spanish Rice 2.5oz	1.59	7125	Brushy Creek Black Beans Pouch 10oz	2.99			
7042	Chicken of the Sea Pink Salmon 5oz (K)	5.99	7127	Brushy Creek Beef Stew Pouch 11.25	3.99			
7043	Chicken of the Sea Tuna In Water 7oz (K)	4.99	7128	Brushy Creek Lasagna Pouch 11.25oz	3.99			

EXHIBIT 4

Minority and Women Owned Business Enterprise Commitment



OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

CONTRACT COMPLIANCE DIRECTOR

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

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK GUILAR

16th District

SEAN M. MORRISON

17th District

May 21, 2020

Mr. Raffi Sarrafian
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1712-16140
Commissary Inmate Banking Services
Sheriff's Office

Dear Mr. Sarrafian:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: Summit Foodservice, LLC
Contract Value: \$1
Contract Goal: 25% MBE, 10% WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
Black Dog Foods, LLC	MBE-8	Cook County	25%
Sava Source, Inc.	WBE-7	Cook County	<u>10%</u>
			35% Total

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Edward H. Olivieri
Contract Compliance Director

EHO/smp

cc: Kelly Spencer, OCPO
Niki Solomon, Sheriff's Office

MBE/WBE UTILIZATION PLAN - FORM 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 – Section 19.

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

☐

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current 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 online at www.cookcountyil.gov/contractcompliance)

☒

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 below and the Letter(s) of Intent – Form 2).

II.

☒

Direct Participation of MBE/WBE Firms

☐

Indirect Participation of MBE/WBE Firms

NOTE: 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: Black Dog Foods, LLC

Address: 2305 Enterprise Drive, Suite B

E-mail: amit@blackdogcorp.com

Contact Person: Amit Gauri Phone: 708-562-4400

Dollar Amount Participation: \$ _____

Percent Amount of Participation: 25 %

*Letter of Intent attached? Yes X No _____

*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Savan Source, Inc.

Address: 5628 Carpenter St, Downers Grove, IL 60516

E-mail: bonnie@savansource.com

Contact Person: Bonnie Xayavong Phone: 847-350-8457

Dollar Amount Participation: \$ _____

Percent Amount of Participation: 10 %

*Letter of Intent attached? Yes X No _____

*Current Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Black Dog Foods, LLC
 Contact Person: Amit Gauri
 Address: 2305 Enterprise Drive, Suite B
 City/State: Westchester, IL Zip: 60154
 Phone: 708-562-4400 Fax: 708-562-4404
 Email: amit@blackdogcorp.com

Certifying Agency: Cook County
 Certification Expiration Date: 12/01/2022
 Ethnicity: Asian-American
 Bid/Proposal/Contract #: 1712-16140
 FEIN #: 82-1737369

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Invoicing, sourcing, distribution, logistics

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

25%, Net 15 days, \$1,000,000.00

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

AG
 Signature (M/WBE)

Amit Gauri

Print Name

Black Dog Foods, LLC

Firm Name

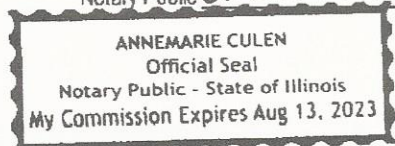
5/4/2020

Date

Subscribed and sworn before me

this 4 day of May, 2020

Notary Public Annemarie Cullen



SEAL

M/WBE Letter of Intent - Form 2

M.C. Sejnoha, Jr.
 Signature (Prime Bidder/Proposer)

Marlin C. Sejnoha, Jr.

Print Name

Summit Food Service, LLC

Firm Name

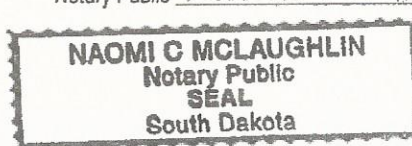
04/29/2020

Date

Subscribed and sworn before me

this 29th day of April, 2020

Notary Public Naomi C. McLaughlin



SEAL

My commission expires 10-01-2020

Revised: 1/29/14



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

DEC 15 2017

Amit Gauri
Black Dog Foods, LLC
1101 W. Lake Street
Chicago, IL 60607

Dear Amit Gauri:

We are pleased to inform you that Black Dog Foods, LLC has been certified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This (MBE) certification is valid until 12/1/2022; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 12/1/2018, 12/1/2019, 12/1/2020, and 12/1/2021. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 12/1/2022. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 10/1/2022.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note - you shall be deemed to have had your certification lapse and will be ineligible to participate as a (MBE/WBE) if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

121 NORTH LASALLE STREET ROOM 806, CHICAGO ILLINOIS 60602

[Handwritten signature/initials]

- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4764).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

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

NAICS Code(s):

- 424420** - Packaged Frozen Food Merchant Wholesalers
- 424410** - General Line Grocery Merchant Wholesalers
- 424430** - Dairy Product (except Dried or Canned) Merchant Wholesalers
- 424480** - Fresh Fruit and Vegetable Merchant Wholesalers
- 424490** - Other Grocery and Related Products Merchant Wholesalers
- 541611** - Administrative Management and General Management Consulting Services
- 722310** - Limited-Service Restaurants
- 722513** - Food Service Contractors

Your firm's participation on City contracts will be credited only toward Minority-Owned Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/eg



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Savan Source, Inc.
 Contact Person: Bonnie Xayavong
 Address: 5628 Carpenter Street
 City/State: Downers Grove, IL Zip: 60516
 Phone: 847-350-8457 Fax: 877-289-0867
 Email: bonnie@savansource.com

Certifying Agency: Cook County
 Certification Expiration Date: 10/10/2020
 Ethnicity: Pacific Asian, Female
 Bid/Proposal/Contract #: 1712-16140
 FEIN #: 46-4042710

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Logistics, warehousing, distribution, invoicing, ordering, sourcing

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

10%, Net 15 days

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Bouaheuang Xayavong

Print Name

Savan Source, Inc.

Firm Name

05/02/2020

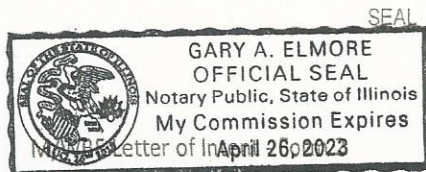
Date

Subscribed and sworn before me

this 2 day of May, 2020

Notary Public

Gary A. Elmore



Signature (Prime Bidder/Proposer)

Marlin C. Sejnoha, Jr.

Print Name

Summit Food Service, LLC

Firm Name

04/29/2020

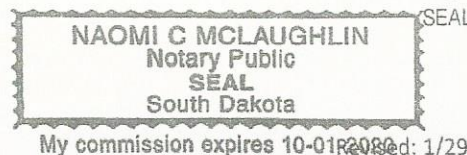
Date

Subscribed and sworn before me

this 29th day of April, 2020

Notary Public

Naomi C. McLaughlin



My commission expires 10-01-2022



TONI PRECKWINKLE

PRESIDENT
Cook County Board
of Commissioners

BRANDON JOHNSON
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
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LUIS ARROYO, JR.
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PETER N. SILVESTRI
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BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

LARRY SUFFREDIN
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

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

October 10, 2019

Ms. Bouaheuang Xayavong, President
Savan Source, Inc.
5628 Carpenter Street
Downers Grove, IL 60516

Re: Annual Certification Expires: October 10, 2020

Dear Ms. Xayavong:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** and **Women-owned Business Enterprise (WBE)** by Cook County Government. This certification is valid until **October 10, 2020**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification, you must file a **"Recertification Affidavit"** within **sixty (60) business days prior to the date of Annual Certification 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 an **MBE or 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 certified firms in the following area(s) of specialty:

**CONSULTING: LOGISTICS, SUPPLY CHAIN MANAGEMENT AND TELECOMMUNICATIONS;
TRUCKING AND HAULING;**

**REGULAR DEALER: BUILDING BOARD; DRYWALL SUPPLIES; INSULATION MATERIALS;
GYPSUM BUILDING PRODUCTS AND SOUND INSULATION**

Your firm's participation on Cook County contracts will be credited toward **MBE or WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE or 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, Veteran, Service-Disabled Veteran and People with Disabilities Business Enterprise Programs.

Sincerely,


Edward H. Olivieri

Contract Compliance Director

EHO/ew

 Fiscal Responsibility  Innovative Leadership  Transparency & Accountability  Improved Services

EXHIBIT 5

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

10/1/2020

DATE (MM/DD/YYYY)

10/29/2019

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

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1437620 Summit Food Service, LLC 500 East 52nd St North Sioux Falls SD 57104	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Union Fire Ins Co Pitts. PA	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 19445		

COVERAGES**CERTIFICATE NUMBER:** 16173828**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Cyber	N	N	011062888	10/1/2019	10/1/2020	Limit: \$5,000,000

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

CERTIFICATE HOLDER

16173828
Cook County
118 North Clark Street, Room 1018
Chicago IL.

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

9/1/2020

DATE (MM/DD/YYYY)

8/27/2019

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

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No.):
INSURED 1438821 Summit Food Service, LLC 500 East 52nd St North Sioux Falls SD 57104	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Massachusetts Bay Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 22306		

COVERAGES **CERTIFICATE NUMBER:** 16173809 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION S			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Crime	N	N	BD6-1046399	9/1/2019	9/1/2020	\$3,000,000

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

CERTIFICATE HOLDER

16173809
Cook County
118 North Clark Street, Room 1018
Chicago IL .

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

9/1/2020

DATE (MM/DD/YYYY)
4/14/2020

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

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Gemini Insurance Company</td> <td style="text-align: right;">NAIC # 10833</td> </tr> <tr> <td>INSURER B: Sentry Insurance a Mutual Company</td> <td style="text-align: right;">24988</td> </tr> <tr> <td>INSURER C: Sentry Casualty Company</td> <td style="text-align: right;">28460</td> </tr> <tr> <td>INSURER D: Landmark American Insurance Company</td> <td style="text-align: right;">33138</td> </tr> <tr> <td>INSURER E: XL Insurance America, Inc.</td> <td style="text-align: right;">24554</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: Gemini Insurance Company	NAIC # 10833	INSURER B: Sentry Insurance a Mutual Company	24988	INSURER C: Sentry Casualty Company	28460	INSURER D: Landmark American Insurance Company	33138	INSURER E: XL Insurance America, Inc.	24554	INSURER F:	
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INSURED 1364746 Summit Food Service, LLC 500 East 52nd St North Sioux Falls SD 57104																					

COVERAGES **CERTIFICATE NUMBER:** 15076801 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR </div> <div style="margin-top: 5px;"> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: </div>	N	N	90-18840-06	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Driver Other </div> <div style="width: 45%;"> <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>	N	N	90-18840-04 (AOS) 90-18840-05 (MA) GVE100207902(1X1)	9/1/2019 9/1/2019	9/1/2020 9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Excess Limit \$ 1,000,000
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ \$0	N	N	US00086357L119A	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	90-18840-01 90-18840-02 (Retro)	9/1/2019 9/1/2019	9/1/2020 9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Liquor Liability	N	N	90-18840-06	9/1/2019	9/1/2020	\$1,000,000/\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: All work performed by the Named Insured on behalf of the Certificate Holder. It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project: 1. The County of Cook, Illinois, and its elected officials 2. The Employees of Cook County A Waiver of Subrogation in favor of the Additional Insureds applies to the Workers' Compensation and General Liability policies, when required by written contract and where allowed by law.

CERTIFICATE HOLDER 15076801 Cook County 118 North Clark Street, Room 1018 Chicago IL	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT 6

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #: 20-2326 **Version:** 1 **Name:** Summit Food Service, LLC, Sioux Falls, South Dakota
Type: Contract **Status:** Approved
File created: 4/7/2020 **In control:** Board of Commissioners
On agenda: 7/30/2020 **Final action:** 7/30/2020
Title: Deferred at 6/18/2020 Meeting

PROPOSED CONTRACT

Department(s): Sheriff's Department of Corrections

Vendor: Summit Food Service, LLC, Sioux Falls, South Dakota

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Commissary Management Services

Contract Value: Revenue Generating

Contract period: 7/31/2020 - 7/30/2025 with two (2), one-year renewal options

Potential Fiscal Year Budget Impact: None Revenue Generating

Accounts: 11100.1239.16875.520395.00000.00000 (Contract Maintenance)

Contract Number(s): 1712-16140

Concurrences:

The vendor has met the Minority-and Women-owned Business Enterprise Ordinance via direct participation.

The Chief Procurement Officer concurs.

Summary: This contract will allow the Sheriff's Office Department of Corrections to receive inmate Commissary Managed Services.

This contract was awarded through a publicly advertised Request for Proposals (RFP) in accordance with the Cook County Procurement Code. Summit Food Service, LLC, was selected based on established evaluation criteria...end

Sponsors:

Indexes: THOMAS J. DART, Sheriff of Cook County

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
7/30/2020	1	Board of Commissioners	approve	Pass
6/18/2020	1	Board of Commissioners	defer	Pass

Deferred at 6/18/2020 Meeting

PROPOSED CONTRACT

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EXHIBIT 7

Cook County Information Technology Special Conditions (ITSC)

Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR SPECIAL CONDITIONS

1.1. ***“Assets”*** means Equipment, Software, Intellectual Property, IP Materials and other assets used in providing the Services. Assets are considered in use as of the date of deployment.

1.2. ***“Business Associate Agreement”*** or ***“BAA”*** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.3. ***“Business Continuity Plan”*** means the planned process, and related activities, required to maintain continuity of business operations between the period of time following declaration of a Disaster until such time an IT environment is returned to an acceptable condition of normal business operation.

1.4. ***“Cardholder Data”*** means data that meets the definition of “Cardholder Data” in the most recent versions of the Payment Card Industry’s Data Security Standard.

1.5. ***“Change”*** means, in an operational context, an addition, modification or deletion to any Equipment, Software, IT environment, IT systems, network, device, infrastructure, circuit, documentation or other items related to Services. Changes may arise reactively in response to Incidents/Problems or externally imposed requirements (e.g., legislative changes), or proactively from attempts to (a) seek greater efficiency or effectiveness in the provision or delivery of Services; (b) reflect business initiatives; or (c) implement programs, projects or Service improvement initiatives.

1.6. ***“Change Management”*** means, in an operational context, the Using Agency approved processes and procedures necessary to manage Changes with the goal of enabling Using Agency-approved Changes with minimum disruption.

1.7. ***“Change Order”*** means a document that authorizes a Change to the Services or Deliverables under the Agreement, whether in time frames, costs, or scope.

1.8. ***“Change Request”*** means one Party’s request to the other Party for a Change Order.

1.9. ***“Contractor”*** has the same meaning as either: (a) both “Contractor” and “Consultant” as such terms are defined, and may be interchangeably used in the County’s Professional Services Agreement, if such document forms the basis of this Agreement or (b) “Contractor” as defined in the County’s Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.10. ***“Contractor Confidential Information”*** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes: (a) Using Agency Confidential Information, (b) Using Agency Data; (c) information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances; and (d) the terms of this Agreement, regardless of whether marked with a confidential designation or not.

1.11. ***“Contractor Facilities”*** means locations owned, leased or otherwise utilized by

Contractor and its Subcontractors from which it or they may provide Services.

1.12. ***“Contractor Intellectual Property”*** means all Intellectual Property owned or licensed by Contractor.

1.13. ***“Contractor IP Materials”*** means all IP Materials owned or licensed by Contractor.

1.14. ***“Contractor Personnel”*** means any individuals that are employees, representatives, Subcontractors or agents of Contractor, or of a direct or indirect Subcontractor of Contractor.

1.15. ***“Contractor-Provided Equipment”*** means Equipment provided by or on behalf of Contractor.”

1.16. ***“Contractor-Provided Software”*** means Software provided by or on behalf of Contractor.

1.17. ***“Criminal Justice Information”*** means data that meets the definition of “Criminal Justice Information” in the most recent version of FBI’s CJIS Security Policy and also data that meets the definition of “Criminal History Record Information” at 28 C.F.R. 20.

1.18. ***“Critical Milestone”*** means those milestones critical to the completion of the Services as identified in this Agreement, in any work plan, project plan, statement of work, or other document approved in advance by the Using Agency.

1.19. ***“Data Protection Laws”*** means laws, regulations, regulatory requirements, industry self-regulatory standards, and codes of practice in connection with the processing of Personal Information, including those provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320(d) et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§ 17921 et seq.) and the Payment Card Industry standards.

1.20. ***“Data Security Breach”*** means (a) the loss or misuse (by any means) of any Using Agency Data or other Using Agency Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Using Agency Data or other Using Agency Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Using Agency Data or other Using Agency Confidential Information.

1.21. ***“Deliverable”*** has the same meaning as either: (a) “Deliverable” as defined in the County’s Professional Services Agreement, if such document forms the basis of this Agreement; or (b) “Deliverable” as defined in the County’s Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement. In either case, Deliverables includes without limitation Contractor-Provided Equipment, Contractor-Provided Software, Developed Intellectual Property.

1.22. ***“Developed Intellectual Property”*** means Intellectual Property as well as any IP Materials conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the Using Agency Intellectual Property or the Using Agency IP Materials; (b) Developed Software; (c) documentation, training materials, or other IP Materials that do not modify or enhance then existing Using Agency IP Materials; and (d) modifications to or enhancements (derivative works) of, Third Party Intellectual Property or related IP Materials to the extent not owned by the

licensor of the Third Party Intellectual Property under the terms of the applicable license.

1.23. **“Developed Software”** any Software conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services (including any modifications, enhancements, patches, upgrades or similar developments).

1.24. **“Disaster”** means a sudden, unplanned, calamitous event causing substantial damage or loss as defined or determined by a risk assessment and business impact analysis, and which creates an inability or substantial impairment on the organization’s part to provide critical business functions for a material period of time. This also includes any period when the Using Agency management decides to divert resources from normal production responses and exercises its Disaster Recovery Plan.

1.25. **“Disaster Recovery Plan”** means the planned process, and related activities, required to return an IT environment to an acceptable condition of normal business operation following declaration of a Disaster.

1.26. **“Equipment”** means the computer, telecommunications, network, storage, and related hardware and peripherals owned or leased by the Using Agency or its Third Party Contractors, or by Contractor or its Subcontractors, and used or supported by Contractor or its Subcontractors, or by the Using Agency or its agents, in connection with the Services.

1.27. **“Exit Assistance Plan”** means a detailed plan for the delivery of the Exit Assistance Services.

1.28. **“Exit Assistance Period”** has the meaning given in Section 9.2.

1.29. **“Exit Assistance Services”** means such exit assistance services as are reasonably necessary from Contractor and/or its Subcontractors to enable a complete transition of the affected Services to the Using Agency or the Using Agency’s designee(s), including, but not limited to, all of the services, tasks and functions described in Section 9.

1.30. **“Illicit Code”** means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any Equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.31. **“Incident”** means any event that is not part of the standard operation of a service in the Using Agency IT environment (including an event in respect of the Services or any Equipment or Software) and that causes, or may cause, an interruption to, or a reduction in the quality of, that service. The Using Agency will determine the severity level of each reported Incident.

1.32. **“Intellectual Property”** means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.33. ***“IP Materials”*** means works of authorship, software, documentation, processes, designs, drawings, specifications, formulae, databases, algorithms, models, methods, processes and techniques, technical data, inventions, discoveries, know how, the general format, organization, or structure of any report, document or database, and other technical proprietary information.

1.34. ***“Laws”*** means all United States federal, state and local laws or foreign laws, constitutions, statutes, codes, rules, regulations, ordinances, executive orders, decrees, edicts of or by any governmental authority having the force of law or any other legal requirement (including common law), including Data Protection Laws and the Cook County Code of Ordinances.

1.35. ***“Open Source Materials”*** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation “open source” code (as defined by the Open Source Initiative) and “free” code (as defined by the Free Software Foundation).

1.36. ***“Party”*** means either County, on behalf of County and its Using Agencies, or Contractor.

1.37. ***“Parties”*** means both County, on behalf of County and its Using Agencies, and Contractor.

1.38. ***“Personal Information”*** means personal data or information that relates to a specific, identifiable, individual person, including Using Agency personnel and individuals about whom the Using Agency, Contractor, Contractor’s Subcontractors or affiliates has or collects financial and other information. For the avoidance of doubt, Personal Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver’s license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) user name or email address, in combination with a password or security question and answer that would permit access to an account; and (f) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.39. ***“Problem”*** means the underlying cause of one or more Incidents, including where such cause is unknown or where it is known and a temporary work-around or permanent alternative has been identified.

1.40. ***“Protected Health Information”*** or PHI shall have the same meaning as the term “Protected Health Information” in 45 C.F.R. 160.103.

1.41. ***“Public Record”*** shall have the same meaning as the term “public record” in the Illinois Local Records Act, 50 ILCS 205/1 et seq.

1.42. ***“Required Consent”*** means that consent required to secure any rights of use of or access to any of Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency Intellectual Property, Using Agency IP Materials, any other Equipment, any other Software whether Third Party Software or otherwise, any other Intellectual Property whether Third Party Intellectual Property or otherwise, any other IP Material, any of which are required by, requested by, used by or

accessed by Contractor, its Subcontractors, employees or other agents in connection with the Services.

1.43. **“Services”** either: (a) has the same meaning as “Services” as defined in Article 3 of the County’s Professional Services Agreement, if such document forms the basis of this Agreement or (b) collectively means all of Contractor’s services and other acts required in preparing, developing, and tendering the Using Agency’s Deliverables as “Deliverables” is defined in the County’s Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.44. **“Service Level Agreements” or “SLA”** means service level requirement and is a standard for performance of Services, which sets Contractor and Using Agency expectations, and specifies the metrics by which the effectiveness of service activities, functions and processes will be measured, examined, changed and controlled.

1.45. **“Software”** means computer software, including source code, object, executable or binary code, comments, screens, user interfaces, data structures, data libraries, definition libraries, templates, menus, buttons and icons, and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith.

1.46. **“Third Party”** means a legal entity, company or person that is not a Party to the Agreement and is not a Using Agency, Subcontractor, affiliate of a Party, or other entity, company or person controlled by a Party.

1.47. **“Third Party Intellectual Property”** means all Intellectual Property owned by a Third Party, including Third Party Software.

1.48. **“Third Party Contractor”** means a Third Party that provides the Using Agency with products or services that are related to, or in support of, the Services. Subcontractors of Contractor are not “Third Party Contractors.”

1.49. **“Third Party Software”** means a commercial Software product developed by a Third Party not specifically for or on behalf of the Using Agency. For clarity, custom or proprietary Software, including customizations to Third Party Software, developed by or on behalf of the Using Agency to the Using Agency’s specifications shall not be considered Third Party Software.

1.50. **“Using Agency”** has the same meaning as the term “Using Agency” in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended, as applied to each department or agency receiving goods, Services or other Deliverables under this Agreement and includes Cook County, a body politic and corporate of the State of Illinois, on behalf of such Using Agency.

1.51. **“Using Agency Confidential Information”** means: (a) all non-public proprietary information of Using Agency that is marked confidential, restricted, proprietary, or with a similar designation; (b) Using Agency Data; and (c) any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.52. **“Using Agency Data”** means all data, whether Personal Information or other data, provided by the Using Agency to Contractor, provided by Third Parties to Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this

Agreement, including all data sent to Contractor by the Using Agency and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes Using Agency Data, the data in question shall be treated as Using Agency Data. Using Agency Data further includes information that is: (a) input, processed or stored by the Using Agency's IT systems, including any Using Agency-Provided Software; (b) submitted to Contractor or its Subcontractors by any employees, agents, the Using Agency, Third Parties, business partners, and customers in connection with the Services or otherwise; (c) Incident records containing information relating to the Services; (d) Using Agency Intellectual Property and Using Agency IP Materials; (e) any raw data used to generate reports under this Agreement and any data included therein; and (f) Using Agency Confidential Information.

1.53. ***"Using Agency Intellectual Property"*** means all Intellectual Property owned or licensed by the Using Agency, including Developed Intellectual Property.

1.54. ***"Using Agency IP Materials"*** means all IP Materials owned or licensed by the Using Agency.

1.55. ***"Using Agency-Provided Equipment"*** means Equipment provided by or on behalf of Using Agency.

1.56. ***"Using Agency-Provided Software"*** means Software provided by or on behalf of Using Agency.

1.57. ***"WISP"*** means written information security program.

2. SERVICES AND DELIVERABLES

2.1. Approved Facilities. Contractor will perform Services only within the continental United States and only from locations owned, leased or otherwise utilized by Contractor and its Subcontractors.

2.2. Licenses and Export Controls. Contractor will be responsible for obtaining all necessary export authorizations and licenses for export of technical information or data relating to Using Agency Data, Software, Intellectual Property, IP Materials, or otherwise under this Agreement.

2.3. Required Consents for Assets in Use and Third Party Contracts as of the Effective Date. Contractor shall be responsible for obtaining all Required Consents relating to this Agreement. If Contractor is unable to obtain a Required Consent, Contractor shall implement, subject to the Using Agency's prior approval, alternative approaches as necessary to perform the Services. Contractor shall be responsible for and shall pay all costs associated with this section, including any fees or other charges imposed by the applicable Third Parties as a condition or consequence of their consent (*e.g.*, any transfer, upgrade or similar fees). The Using Agency shall cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.4. SLAs and Critical Milestones. Commencing on the Effective Date or as otherwise specified in this Agreement, Contractor shall, as set forth in this Agreement: (a) perform the Services in accordance with SLAs and Critical Milestones; and (b) regularly measure and report on its performance against SLAs and Critical Milestones. Contractor shall maintain all data relating to and supporting the measurement of its performance, including performance against SLAs and Critical Milestones, in sufficient detail to permit a "bottom up" calculation, analysis and reconstruction of performance reports

(including all inclusion and exclusion calculations) throughout the term of this Agreement. Such data shall be made available to the Using Agency in an electronic format reasonably acceptable to the Using Agency upon reasonable request and upon the expiration or termination of this Agreement.

2.5. Default SLAs, Critical Milestones and Fee Reductions. Unless otherwise explicitly specified in this Agreement, the Contractor's SLAs, SLA targets, and Critical Milestones shall be those that the Using Agency recognizes as commonly accepted "industry best practices" for Services of similar cost, size, and criticality. For example and without limitation, such SLAs include availability and performance Contractor-Provided Software and hosting-related Services, on-time delivery of Deliverables, response and resolution times of Contractor's service desk. For example and without limitation, such Critical Milestones include significant events in projects such as completion of major Deliverables. Unless otherwise specified in this Agreement, Contractor shall proportionately reduce fees for failing to perform the Services in accordance with applicable SLAs and for failing to timely achieve Critical Milestones, and the Using Agency may withhold that amount of fee reduction from any outstanding Contractor invoice. Except as expressly allowed under this Agreement, any such fee reduction accompanying a failure to meet applicable SLAs or Critical Milestones shall not be the Using Agency's exclusive remedy and shall not preclude the Using Agency from seeking other remedies available to it for a material breach of this Agreement.

2.6. Standards and Procedures Manual. Contractor will prepare, update, and maintain a manual ("Standards and Procedures Manual") subject to the Using Agency's review and approval that shall: (a) be based upon ITIL processes and procedures; (b) conform to the Using Agency's standard operating procedures (c) be suitable to assist the Using Agency and the Using Agency's auditors in verifying and auditing the Contractor's performance of the Services; and (d) detail the operational and management processes by which Contractor will perform the Services under this Agreement, including to the extent applicable, processes relating to: (i) Change Management and Change control; (ii) Incident management; (iii) Problem management; (iv) configuration management; (v) backup and restore; (vi) capacity management and full utilization of resources; (vii) project management; (viii) management information; (ix) security processes; (x) Contractor's Business Continuity Plan; (xi) Contractor's Disaster Recovery Plan; and (xi) administration, including invoicing. Where this Agreement assumes that the Using Agency will provide Tier 1 help desk support, the Standards and Procedures Manual shall also include sufficient help desk scripts for the Using Agency to provide such support. Contractor will perform the Services in accordance with the Standards and Procedures Manual; *provided, however*, that the provisions of the Standards and Procedures Manual shall never supersede the provisions of this Agreement.

2.7. Project Management Methodology. Contractor shall perform the Services in accordance with an industry-recognized project management methodology and procedures, subject to Using Agency approval. Contractor shall comply with the Using Agency's procedures for tracking progress and documents for the duration of the Agreement, including the submission of weekly or monthly status reports to the Using Agency as the Using Agency may require.

2.8. Change Management Procedures. Contractor shall utilize Change Management procedures, subject to Using Agency approval, that conform to ITIL/ITSM to manage, track and report on Changes relating to the Services, including procedures for scheduling maintenance, patching, replacement of assets, and other matters required for proper management of the Services. No Change will be made without the Using Agency's prior written consent (which may be given or withheld in the Using Agency's sole discretion), unless such Change: (a) has no impact on the Services being provided by

Contractor; (b) has no impact on the security of the Using Agency Data and the Using Agency systems; and (c) causes no increase in any fees under this Agreement or the Using Agency's retained costs.

2.9. Resources Necessary for Services. Except as set forth in this Agreement, Contractor shall provide and be financially responsible for all Equipment, Software, materials, facilities, systems and other resources needed to perform the Services in accordance with the Agreement.

2.10. Using Agency Resources. Except as explicitly allowed under this Agreement, Contractor shall not use, nor permit any Subcontractor, employee, agent, or other Third Party to use any Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency facilities, or any other Equipment, Software, materials, facilities, systems or other resources that the Using Agency provides or otherwise makes available under this Agreement for any purpose other than the performance of the Services; and Contractor shall do so only upon prior written approval of the Using Agency. Contractor shall not purport to, pledge or charge by way of security any of the aforementioned. Contractor shall keep any Equipment owned or leased by the Using Agency that is under Contractor's or a Contractor Subcontractor's control, secure and, for any such Equipment that is not located at the Using Agency facilities, such Equipment shall be clearly identified as the Using Agency's and separable from Contractor's and Third Parties' property.

2.11. Maintenance of Assets. Contractor shall maintain all Equipment, Software, materials, systems, and other resources utilized predominately or exclusively for performing Services in good condition, less ordinary wear and tear, and in such locations and configurations as to be readily identifiable.

2.12. Service Compatibility. To the extent necessary to provide the Services, Contractor shall ensure that the Services, Contractor-Provided Equipment and Contractor-Provided Software (collectively, the "Contractor Resources") are interoperable with the Using Agency-Provided Equipment, Using Agency-Provided Software and with the Using Agency's other Assets, at no cost beyond that specified in this Agreement and without adversely affecting any systems or services retained by the Using Agency or its Third Party Contractors. In the event of any Problem related to service compatibility where it is not known whether the Problem is caused by Contractor's Assets or by Using Agency's Assets, Contractor shall be responsible for correcting the Problem except to the extent that Contractor can demonstrate, to the Using Agency's satisfaction, that the cause was not due to Contractor Resources or to Contractor's action or inaction.

2.13. Cooperation with Using Agency's Third Party Contractors. Contractor shall cooperate with all Third Party Contractors to coordinate its performance of the Services with the services and systems of such Third Party Contractors. Subject to reasonable confidentiality requirements, such cooperation shall include providing: (a) applicable written information, standards and policies concerning any or all of the systems, data, computing environment, and technology direction used in performing the Services so that the goods and services provided by the Third Party Contractor may work in conjunction with or be integrated with the Services; (b) assistance and support services to such Third Party Contractors; (c) Contractor's quality assurance, its development and performance acceptance testing and the applicable requirements of any necessary interfaces for the Third Party Contractor's work product; (d) applicable written requirements of any necessary modifications to the systems or computing environment; and (e) access to and use of the Contractor's Assets as mutually agreed upon by the Using Agency and Contractor (such agreement not to be unreasonably withheld or delayed) and subject to the Third Party Contractor's agreement to comply with Contractor's applicable standard

security policies.

2.14. Procurement Assistance. At any time during the Agreement, Contractor shall, as requested by the Using Agency, reasonably cooperate and assist the Using Agency with any Using Agency procurement relating to any of the Services or replacing the Services, including: (a) providing information, reports and data for use in the Using Agency's procurement or transition to a subsequent Third Party Contractor; (b) answering Third Parties' and Using Agency's questions regarding the procurement and Services transition; and (c) allowing Third Parties participating in the Using Agency's procurement to perform reasonable, non-disruptive due diligence activities in respect of the relevant Services, including providing reasonable access to Key Personnel.

3. WARRANTIES

3.1. Compliance with Law and Regulations. Contractor represents and warrants that it shall perform its obligations under this Agreement in accordance with all Laws applicable to Contractor and its business, including Laws applicable to the manner in which the Services are performed, including any changes in such Laws. With respect to laws governing data security and privacy, the term 'Contractor Laws' shall include any Laws that would be applicable to Contractor if it, rather than the Using Agency, were the owner or data controller of any of the Using Agency Data in its possession or under its control in connection with the Services. Contractor also represents and warrants that it shall identify, obtain, keep current, and provide for Contractor's inspection, all necessary licenses, approvals, permits, authorizations, visas and the like as may be required from time to time under Contractor Laws for Contractor to perform the Services.

3.2. Non-Infringement. Contractor represents and warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe any patent, copyright, trademark, trade secret or other proprietary rights of any Third Party.

3.3. Contractor Materials and Third Party Intellectual Property. Contractor represents and warrants that it owns, or is authorized to use, all Contractor Intellectual Property, Contractor IP Materials and Contractor-provided Third Party Intellectual Property.

3.4. Developed Software. Contractor represents and warrants that all Developed Software shall be free from material errors in operation and performance, shall comply with the applicable documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such Developed Software by the Using Agency; provided, however, for Developed Software that executes on a monthly or less frequent basis (e.g., quarterly or annual cycle), such warranty period will commence on the date of first execution of such Software. Any repairs made to Developed Software pursuant to this Section shall receive a new twelve (12) month warranty period in accordance with the terms of this Section.

3.5. No Open Source. Contractor represents and warrants that Contractor has not (i) incorporated Open Source Materials into, or combined Open Source Materials with, the Deliverables or Software, (ii) distributed Open Source Materials in conjunction with any Deliverables or Software, or (iii) used Open Source Materials, in such a way that, with respect to the foregoing (i), (ii), or (iii), creates obligations for the Contractor with respect to any material Deliverables or grant, or purport to grant, to any Third Party, any rights or immunities under any material Deliverables (including, but not limited to, using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other material Software included in Deliverables incorporated into,

derived from or distributed with such Open Source Materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) be redistributable at no charge).

3.6. Access to Using Agency Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Using Agency's access to and retrieval of Using Agency Data. Contractor acknowledges that Using Agency Data may be Public Records and that any person who knowingly, without lawful authority and with the intent to defraud any party, public officer, or entity, alters, destroys, defaces, removes, or conceals any Public Record commits a Class 4 felony.

3.7. Viruses. Contractor represents and warrants that it has not knowingly provided, and will not knowingly provide, to the Using Agency in connection with the Services, any Software that uses Illicit Code. Contractor represents and warrants that it has not and will not introduce, invoke or cause to be invoked such Illicit Code in any Using Agency IT environment at any time, including upon expiration or termination of this Agreement for any reason, without the Using Agency's prior written consent. If Contractor discovers that Illicit Code has been introduced into Software residing on Equipment hosted or supported by Contractor, Contractor shall, at no additional charge, (a) immediately undertake to remove such Illicit Code, (b) promptly notify the Using Agency in writing of the introduction, and (c) use reasonable efforts to correct and repair any damage to Using Agency Data or Software caused by such Illicit Code and otherwise assist the Using Agency in mitigating such damage and restoring any affected Service, Software or Equipment.

3.8. Resale of Equipment and Software. If Contractor resells to the Using Agency any Equipment or Software that Contractor purchased from a Third Party, then Contractor, to the extent it is legally able to do so, shall pass through any such Third Party warranties to the Using Agency and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

3.9. Data Security. Contractor warrants and represents that (i) the performance of the Services shall not permit any unauthorized access to or cause any loss or damage to Using Agency Data, Using Agency Intellectual Property, or other Using Agency Confidential Information; and (ii) it complies and shall comply with all Using Agency security policies in place from time to time during the term of this Agreement.

4. INTELLECTUAL PROPERTY

4.1. Using Agency Intellectual Property. The Using Agency retains all right, title and interest in and to all Using Agency Intellectual Property and Using Agency IP Materials. To the extent the Using Agency may grant such license, Contractor is granted a worldwide, fully paid-up, nonexclusive license during the term of this Agreement to use, copy, maintain, modify, enhance and create derivative works of the Using Agency Intellectual Property and Using Agency IP Materials that are necessary for performing the Services, and that are explicitly identified in writing by the Using Agency's Chief Information Officer, for the sole purpose of performing the Services pursuant to this Agreement. Contractor shall not be permitted to use any of the Using Agency Intellectual Property or Using Agency IP Materials for the benefit of any entities other than the Using Agency. Contractor shall cease all use of the Using Agency Intellectual Property and Using Agency IP Materials upon expiration or termination of this Agreement. Upon expiration or termination of this Agreement or relevant Services under this

Agreement, Contractor shall return to the Using Agency all the Using Agency Intellectual Property, Using Agency IP Materials and copies thereof possessed by Contractor.

4.2. Developed Intellectual Property. As between the Parties, the Using Agency shall have all right, title and interest in all Developed Intellectual Property. Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the Using Agency without further consideration all of its right, title and interest in such Developed Intellectual Property, including all rights of patent, copyright, trade secret or other proprietary rights in such materials, which assignment shall be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as the Using Agency may reasonably request, to perfect the Using Agency's ownership of any such Developed Intellectual Property. Contractor shall secure compliance with this Section by any personnel, employees, contractors or other agents of Contractor and its Subcontractors involved directly or indirectly in the performance of Services under this Agreement.

4.3. Contractor Intellectual Property. Contractor retains all right, title and interest in and to Contractor Intellectual Property and Contractor IP Materials that Contractor developed before or independently of this Agreement. Contractor grants to the Using Agency, a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, copy, and create derivative works based upon Contractor Intellectual Property and Contractor IP Materials, in any media now known or hereafter known, to the extent the same are embodied in the Services and Deliverables, or otherwise required to exploit the Services or Deliverables. During the term of this Agreement and immediately upon any expiration or termination thereof for any reason, Contractor will provide to the Using Agency the most current copies of any Contractor IP Materials to which the Using Agency has rights pursuant to the foregoing, including any related documentation. Contractor bears the burden to prove that Intellectual Property and IP Materials related to this Agreement were not created under this Agreement.

4.4. Third Party Intellectual Property. Contractor shall not introduce into the Using Agency's environment any Third Party Intellectual Property or otherwise use such Third Party Intellectual Property to perform the Services without first obtaining the prior written consent from the Using Agency's Chief Information Officer, which the Using Agency may give or withhold in its sole discretion. A decision by the Using Agency to withhold its consent shall not relieve Contractor of any obligation to perform the Services.

4.5. Residual Knowledge. Nothing contained in this Agreement shall restrict either Contractor or Using Agency from the use of any ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques relating to the Services which either Contractor or Using Agency, individually or jointly, develops or discloses under this Agreement, provided that in doing so Contractor or Using Agency does not breach its respective obligations under Section 5 relating to confidentiality and non-disclosure and does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 4, neither this Agreement nor any disclosure made hereunder grants any license to either Contractor or Using Agency under any Intellectual Property rights of the other.

4.6. Software Licenses. This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP Materials. Except as explicitly set forth

elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software include the right of use by Third Party Contractors for the benefit of the Using Agency, the right to make backup copies for backup purposes or as may be required by the Using Agency's Business Continuity Plan or Disaster Recovery Plan, the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements, and the right to give reasonable approval before Contractor changes Contractor-Provided Software in a manner that materially and negatively impacts the Using Agency.

5. USING AGENCY DATA AND CONFIDENTIALITY

5.1. Property of Using Agency. All Using Agency Confidential Information, including without limitation Using Agency Data, shall be and remain the sole property of the Using Agency. Contractor shall not utilize the Using Agency Data or any other Using Agency Confidential Information for any purpose other than that of performing the Services under this Agreement. Contractor shall not, and Contractor shall ensure that its Subcontractors, its employees, or agents do not, possess or assert any lien or other right against or to the Using Agency Data or any other Using Agency Confidential Information. Without the Using Agency's express written permission, which the Using Agency may give or withhold in its sole discretion, no Using Agency Data nor any other Using Agency Confidential Information, or any part thereof, shall be disclosed, shared, sold, assigned, leased, destroyed, altered, withheld, or otherwise restricted of by Contractor or commercially exploited by or on behalf of Contractor, its employees, Subcontractors or agents.

5.2. Acknowledgment of Importance of Using Agency Confidential Information. Contractor acknowledges the importance of Using Agency Confidential Information, including without limitation Using Agency Data, to the Using Agency and, where applicable, Third Party proprietors of such information, and recognizes that the Using Agency and/or Third Party proprietors may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

5.3. Return of Using Agency Data and Other Using Agency Confidential Information. Upon the Using Agency's request, at any time during this Agreement or at termination or expiration of this Agreement, Contractor shall promptly return any and all requested Using Agency Data and all other requested Using Agency Confidential Information to the Using Agency or its designee in such a format as the Using Agency may reasonably request. Contractor shall also provide sufficient information requested by the Using Agency about the format and structure of the Using Agency Data to enable such data to be used in substantially the manner in which Contractor utilized such data. Also upon Using Agency's request, in lieu of return or in addition to return, Contractor shall destroy Using Agency Data and other Using Agency Confidential Information, sanitize any media upon which such the aforementioned resided using a process that meets or exceeds DoD 5220.28-M 3-pass specifications, and provide documentation of same within 10 days of completion, all in compliance with Using Agency's policies and procedures as updated. All other materials which contain Using Agency Data and other Using Agency Confidential Information shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88; and upon Using Agency request, Contractor shall provide Using Agency with a certificate of destruction in compliance with NIST Special Publication 800-88. Contractor shall be relieved from its obligation to perform any Service to the extent the return of any Using Agency Data or other Using Agency Confidential Information at the Using Agency's request under this Section materially impacts Contractor's ability to perform such Service; provided, that Contractor gives the Using Agency notice of the impact of the return and continues to use reasonable efforts to perform.

5.4. Public Records. Contractor will adhere to all Laws governing Public Records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor shall: (a) store Using Agency Data in such a way that each record is individually accessible for the length of the Using Agency's scheduled retention; (b) retain a minimum of two total copies of all Using Agency Data; (c) retain Using Agency Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (d) store and access Using Agency Data in a manner allowing individual records to maintain their relationships with one another; (e) capture relevant structural, descriptive, and administrative metadata to Using Agency Data at the time a record is created or enters the control of Contractor or its Subcontractors.

5.5. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose Using Agency Data or other Using Agency Confidential Information in accordance with a requirement or request by operation of Law, regulation or court order, Contractor shall, except to the extent prohibited by law: (a) advise the Using Agency thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful and reasonably practical; (c) afford the Using Agency a reasonable opportunity to intervene in the proceedings; and (d) comply with the Using Agency's requests as to the manner and terms of any such disclosure.

5.6. Loss of Using Agency Confidential Information. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure or loss of, or inability to account for, any Using Agency Confidential Information, Contractor shall promptly, at its own expense: (a) notify the Using Agency in writing; (b) take such actions as may be necessary or reasonably requested by the Using Agency to minimize the violation; and (c) cooperate in all reasonable respects with the Using Agency to minimize the violation and any damage resulting therefrom.

5.6. Undertakings With Respect To Personnel. Contractor acknowledges and agrees that it is responsible for the maintenance of the confidentiality of Using Agency Data and other Using Agency Confidential Information by Contractor Personnel. Without limiting the generality of the foregoing, Contractor shall undertake to inform all Contractor Personnel of Contractor's obligations with respect to Using Agency Data and other Using Agency Confidential Information and shall undertake to ensure that all Contractor Personnel comply with Contractor's obligations with respect to same.

5.7. Background Checks of Contractor Personnel. Whenever the Using Agency deems it reasonably necessary for security reasons, the Using Agency or its designee may conduct, at its expense, criminal and driver history background checks of Contractor Personnel. Contractor and its Subcontractors shall immediately reassign any individual who, in the opinion of the Using Agency, does not pass the background check.

5.8. Contractor Confidential Information. Using Agency shall use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as Using Agency employs to avoid unauthorized disclosure, publication or dissemination of its Using Agency Confidential Information of like character.

6. DATA SECURITY AND PRIVACY

6.1. General Requirement of Confidentiality and Security. It shall be Contractor's obligation to maintain the confidentiality and security of all Using Agency Confidential Information, including without limitation Using Agency Data, in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor shall implement and/or use

network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor shall, at a minimum, encrypt all Personal Information in-transit and at-rest. Contractor shall perform all Services utilizing security technologies and techniques and in accordance with industry leading practices and the Using Agency's security policies, procedures and other requirements made available to Contractor in writing, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.

6.2. General Compliance. Contractor shall comply with all applicable Laws, regulatory requirements and codes of practice in connection with all capturing, processing, storing and disposing of Personal Information by Contractor pursuant to its obligations under this Agreement and applicable Data Protection Laws and shall not do, or cause or permit to be done, anything that may cause or otherwise result in a breach by the Using Agency of the same. Contractor and all Contractor Personnel shall comply with all the Using Agency policies and procedures regarding data access, privacy and security.

6.3. Security. Contractor shall establish and maintain reasonable and appropriate physical, logical, and administrative safeguards to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage. Such safeguards shall be deemed reasonable and appropriate if established and maintained with the more rigorous of: (a) the Using Agency Policies as updated; (b) the security standards employed by Contractor with respect to the protection of its confidential information and trade secrets as updated; (c) security standards provided by Contractor to its other customers at no additional cost to such customers, as updated; or (d) compliance with the then-current NIST 800-series standards and successors thereto or an equivalent, generally accepted, industry-standard security standards series.

6.4. Written Information Security Program. Contractor shall establish and maintain a WISP designed to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information. Contractor's WISP shall include Data Breach procedures and annual Data Breach response exercises. Contractor's WISP shall be reasonably detailed and shall be subject to the Using Agency's reasonable approval.

6.5. Contractor Personnel. Contractor will oblige its Contractor Personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any Using Agency Data, Using Agency Intellectual Property, Using Agency Confidential Information, or Personal Information received from or on behalf of the Using Agency for purposes of, and necessary to, performing the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor shall ensure that, prior to performing any Services or accessing any Using Agency Data or other Using Agency Confidential Information, all Contractor Personnel who may have access to the aforementioned shall have executed agreements concerning access protection and data/software security consistent with this Agreement.

6.6. Information Access. Contractor shall not attempt to or permit access to any Using Agency Data or other Using Agency Confidential Information by any unauthorized individual or entity. Contractor shall provide each of the Contractor Personnel, Subcontractors and agents only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor shall, upon request from the Using Agency, provide the Using Agency with an

updated list of those Contractor Personnel, Subcontractors and agents having access to Using Agency Data and other Using Agency Confidential Information and the level of such access. Contractor shall maintain written policies that include auditing access levels and terminating access rights for off-boarded Contractor Personnel, Subcontractors and agents.

6.7. Protected Health Information. If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor shall execute a Business Associate Agreement in a form provided by the Using Agency.

6.8. Criminal Justice Information. If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor shall execute an addendum to this Agreement governing the Contractor's access to such Criminal Justice Information in a form provided by the Using Agency.

6.9. Cardholder Data. If Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually, Contractor shall tender to Using Agency a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

6.10. Encryption Requirement. Contractor shall encrypt all Personal Information and all other Using Agency Confidential Information the disclosure of which would reasonably threaten the confidentiality and security of Using Agency Data. Contractor shall encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor shall not deviate from this encryption requirement without the advance, written approval of the Using Agency's Information Security Office.

6.11. Using Agency Security. Contractor shall notify the Using Agency if it becomes aware of any Using Agency security practices or procedures (or any lack thereof) that Contractor believes do not comport with generally accepted security policies or procedures.

6.12. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personal Information, it shall act only on instructions and directions from the Using Agency; *provided, however*, that Contractor shall notify the Using Agency if it receives instructions or directions from the Using Agency that Contractor believes do not comport with generally accepted security policies or procedures and the Using Agency shall determine whether to modify such instructions or have Contractor comply with such instructions unchanged.

6.13. Data Subject Right of Access and Rectification. If the Using Agency is required to provide or rectify information regarding an individual's Personal Information, Contractor will reasonably cooperate with the Using Agency to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor shall notify the Using Agency of such request as soon as reasonably practicable.

6.14. Security, Privacy and Data Minimization in Software Development Life Cycle. Contractor shall implement an industry-recognized procedure that addresses the security and privacy of Personal Information as part of the software development life cycle in connection with the performance of the Services. Contractor shall implement procedures to minimize the collection of Personal Information and

shall, subject to Using Agency's written request to the contrary, minimize the collection of Personal Information.

6.15. Advertising and Sale of Using Agency Data. Nothing in this Agreement shall be construed to limit or prohibit a Using Agency's right to advertise, sell or otherwise distribute Using Agency Data as permitted by the Cook County Code of Ordinances.

7. DATA SECURITY BREACH

7.1. Notice to Using Agency. Contractor shall provide to the Using Agency written notice of such Data Security Breach promptly following, and in no event later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Security Breach. Such notice shall summarize in reasonable detail the nature of the Using Agency Data that may have been exposed, and, if applicable, any persons whose Personal Information may have been affected, or exposed by such Data Security Breach. Contractor shall not make any public announcements relating to such Data Security Breach without the Using Agency's prior written approval.

7.2. Data Breach Responsibilities. If Contractor knows or has reason to know that a Data Security Breach has occurred (or potentially has occurred), Contractor shall: (a) reasonably cooperate with the Using Agency in connection with the investigation of known and suspected Data Security Breaches; (b) perform any corrective actions that are within the scope of the Services; and (c) at the request and under the direction of the Using Agency, take any all other remedial actions that the Using Agency deems necessary or appropriate, including without limitation, providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or not such notice is required by Law.

7.3. Data Breach Exercises. Contractor shall conduct annual Data Breach exercises. Upon Using Agency request, Contractor shall coordinate its exercises with the Using Agency.

7.4. Costs. The costs incurred in connection with Contractor's obligations set forth in Section 7 or Using Agency's obligations under relevant Data Security Laws shall be the responsibility of the Party whose acts or omissions caused or resulted in the Data Security Beach and may include without limitation: (a) the development and delivery of legal notices or reports required by Law, including research and analysis to determine whether such notices or reports may be required; (b) examination and repair of Using Agency Data that may have been altered or damaged in connection with the Data Security Breach, (c) containment, elimination and remediation of the Data Security Breach, and (d) implementation of new or additional security measures reasonably necessary to prevent additional Data Security Breaches; (e) providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or required by Law; (f) the establishment of a toll-free telephone number, email address, and staffing of corresponding communications center where affected persons may receive information relating to the Data Security Breach; (g) the provision of one (1) year of credit monitoring/repair and/or identity restoration/insurance for affected persons.

8. AUDIT RIGHTS

8.1. Generally. Contractor and its Subcontractors shall provide access to any records, facilities, personnel, and systems relating to the Services, at any time during standard business hours, to the Using Agency and its internal or external auditors, inspectors and regulators in order to audit, inspect, examine, test, and verify: (a) the availability, integrity and confidentiality of Using Agency Data

and examine the systems that process, store, support and transmit Using Agency Data; (b) controls placed in operation by Contractor and its Subcontractors relating to Using Agency Data and any Services; (c) Contractor's disaster recovery and backup/recovery processes and procedures; and (d) Contractor's performance of the Services in accordance with the Agreement. The aforementioned Using Agency audit rights include the Using Agency's right to verify or conduct its own SOC 2 audits.

8.2. Security Audits. Contractor shall perform, at its sole cost and expense, a security audit no less frequently than every twelve (12) months. The security audit shall test Contractor's compliance with security standards and procedures set forth in: (a) this Agreement, (b) the Standards and Procedures Manual, and (c) any security standards and procedures otherwise agreed to by the Parties.

8.3. Service Organization Control (SOC 2), Type II Audits. Contractor shall, at least once annually in the fourth (4th) calendar quarter and at its sole cost and expense, provide to the Using Agency and its auditors a Service Organization Control (SOC 2), Type II report for all locations at which the Using Agency Data is processed or stored.

8.4. Audits Conducted by Contractor. Contractor promptly shall make available to the Using Agency the results of any reviews or audits conducted by Contractor and its Subcontractors, agents or representatives (including internal and external auditors), including SOC 2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement. To the extent that the results of any such audits reveal deficiencies or issues that impact the Using Agency or the Services, Contractor shall provide the Using Agency with such results promptly following completion thereof.

8.5. Internal Controls. Contractor shall notify the Using Agency prior to modifying any of its internal controls that impact the Using Agency, the Services and/or Using Agency Data and shall demonstrate compliance with this Agreement.

8.6. Subcontractor Agreements. Contractor shall ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the Using Agency's audit rights.

9. RIGHT TO EXIT ASSISTANCE

9.1. Payment for Exit Assistance Services. Exit Assistance Services shall be deemed a part of the Services and included within the Contractor's fees under this Agreement, except as otherwise detailed in this Agreement.

9.2. General. Upon Using Agency's request in relation to any termination, regardless of reason, or expiration of the Agreement, in whole or in part, Contractor shall provide the Using Agency and each of its designees Exit Assistance Services. During the Exit Assistance Period, Contractor shall continue to perform the terminated Services except as approved by the Using Agency and included in the Exit Assistance Plan. Contractor's obligation to provide the Exit Assistance Services shall not cease until the Services have been completely transitioned to the Using Agency or the Using Agency's designee(s) to the Using Agency's satisfaction.

9.3. Exit Assistance Period. Contractor shall: (a) commence providing Exit Assistance Services at the Using Agency's request (i) up to six (6) months prior to the expiration of the Agreement,

or (ii) in the event of termination of the Agreement or any Services hereunder, promptly following receipt of notice of termination from the Party giving such notice (such date notice is received, the "Termination Notice Date"), and (b) continue to provide the Exit Assistance Services through the effective date of termination or expiration of the Agreement or the applicable terminated Services (as applicable, the "Termination Date") (such period, the "Exit Assistance Period"). At the Using Agency's option, the Exit Assistance Period may be extended for a period of up to twelve (12) months after the Termination Date. The Using Agency shall provide notice regarding its request for Exit Assistance Services at least sixty (60) days prior to the date upon which the Using Agency requests that Contractor commence Exit Assistance Services unless such time is not practicable given the cause of termination.

9.4. Manner of Exit Assistance Services. Contractor shall perform the Exit Assistance Services in a manner that, to the extent the same is within the reasonable control of Contractor: (a) is in accordance with the Using Agency's reasonable direction; (b) is in cooperation with, and causes its Subcontractors to cooperate with, the Using Agency and the Using Agency's designee(s); (c) supports the efficient and orderly transfer of the terminated Services to the Using Agency; (d) minimizes any impact on the Using Agency's operations; (e) minimizes any internal and Third Party costs incurred by the Using Agency and the Using Agency's designee(s); and (f) minimizes any disruption or deterioration of the terminated Services. Exit Assistance Plan. Contractor shall develop and provide to the Using Agency, subject to the Using Agency's approval and authorization to proceed, an Exit Assistance Plan that shall: (a) describe responsibilities and actions to be taken by Contractor in performing the Exit Assistance Services; (b) describe in detail any Using Agency Responsibilities which are necessary for Contractor to perform the Exit Assistance Services; (c) describe how any transfer of Assets and any novation, assignment or transfer of contracts will be achieved during the Exit Assistance Period; (d) detail the return, and schedule for return, of Using Agency Data and other Using Agency-specific information to be provided; (e) set out the timetable for the transfer of each element of the terminated Services (including key milestones to track the progress); (f) identify a responsible party for each service, task and responsibility to be performed under the Exit Assistance Plan; and (g) specify reasonable acceptance criteria and testing procedures to confirm whether the transfer of the terminated Services has been successfully completed. Following the Using Agency's approval of, and authorization to proceed with the final Exit Assistance Plan, Contractor will perform the Exit Assistance Services in accordance with the Exit Assistance Plan.

9.6. Exit Assistance Management. Within the first thirty (30) days of the Exit Assistance Period, Contractor will appoint a senior project manager to be responsible for, and Contractor's primary point of contact for, the overall performance of the Exit Assistance Services. Upon Using Agency request, Contractor will provide individuals with the required expertise to perform Exit Assistance Services, even if those individuals are not currently performing Services. Contractor will promptly escalate to the Using Agency any failures (or potential failures) regarding the Exit Assistance Services. Contractor will meet weekly with the Using Agency and provide weekly reports describing: the progress of the Exit Assistance Services against the Exit Assistance Plan; any risks encountered during the performance of the Exit Assistance Services; and proposed steps to mitigate such risks. The Using Agency may appoint, during the Exit Assistance Period, a Using Agency designee to be the Using Agency's primary point of contact and/or to operationally manage Contractor during the Exit Assistance Period.

9.7. Removal of Contractor Materials. Contractor shall be responsible at its own expense for de-installation and removal from the Using Agency Facilities any Equipment owned or leased by Contractor that is not being transferred to the Using Agency under the Agreement subject to the Using

Agency's reasonable procedures and in a manner that minimizes the adverse impact on the Using Agency. Prior to removing any documents, equipment, software or other material from any Using Agency Facility, Contractor shall provide the Using Agency with reasonable prior written notice identifying the property it intends to remove. Such identification shall be in sufficient detail to apprise the Using Agency of the nature and ownership of such property.

9.8. Using Agency-specific Information. Upon Using Agency's request, Contractor will specifically provide to the Using Agency the following Using Agency Data to relating to the Services: (a) SLA statistics, reports and associated raw data; (b) operational logs; (c) the Standards and Procedures Manual; (d) Incident and Problem logs for at least the previous two (2) years; (e) security features; (f) passwords and password control policies; (g) identification of work planned or in progress as of the Termination Date, including the current status of such work and projects; and (h) any other information relating to the Services or the Using Agency's IT or operating environment which would be required by a reasonably skilled and experienced Contractor of services to assume and to continue to perform the Services following the Termination Date without disruption or deterioration. This section shall not limit any other rights and duties relating to Using Agency Data.

9.9. Subcontractors and Third Party Contracts. For each contract for which Using Agency has an option to novate or transfer, Contractor will supply the following information upon Using Agency's request: (a) description of the goods or service being provided under the contract; (b) whether the contract exclusively relates to the Services; (c) whether the contract can be assigned, novated or otherwise transferred to the Using Agency or its designee and any restrictions or costs associated with such a transfer; (d) the licenses, rights or permissions granted pursuant to the contract by the Third Party; (e) amounts payable pursuant to the terms of such contract; (f) the remaining term of the contract and termination rights; and (g) contact details of the Third Party. Contractor's agreements with Third Parties that predominantly or exclusively relate to this Agreement shall not include any terms that would restrict such Third Parties from entering into agreements with the Using Agency or its designees as provided herein.

9.10. Knowledge Transfer. As part of the Exit Assistance Services and upon Using Agency's reasonable request, Contractor will provide knowledge transfer services to the Using Agency or the Using Agency's designee to allow the Using Agency or such designee to fully assume, become self-reliant with respect to, and continue without interruption, the provision of the terminated Services. Contractor shall: allow personnel of the Using Agency or the Using Agency's designee to work alongside Contractor Personnel to shadow their role and enable knowledge transfer; answer questions; and explain procedures, tools, utilities, standards and operations used to perform the terminated Services.

9.11. Change Freeze. Unless otherwise approved by the Using Agency or required on an emergency basis to maintain the performance of the Services in accordance with the Performance Standards and SLAs, during the Exit Assistance Period, Contractor will not make or authorize material Changes to: (a) the terminated Services, including to any Equipment, Software or other facilities used to perform the terminated Services; and (b) any contracts entered into by Contractor that relate to the Services (including contracts with Subcontractors).

9.12. Software Licenses. If and as requested by the Using Agency as part of the Exit Assistance Services, Contractor shall: (a) re-assign licenses to the Using Agency or the Using Agency's

designee any licenses for which Contractor obtained Required Consents; (b) grant to the Using Agency, effective as of the Termination Date, at no cost to the Using Agency, a license under Contractor's then-current standard license terms made generally available by Contractor to its other commercial customers in and to all Contractor-Provided Software that constitutes generally commercially available Software that was used by Contractor on a dedicated basis to perform the Services and is reasonably required for the continued operation of the supported environment or to enable the Using Agency to receive services substantially similar to the Services for which Contractor utilized such Software; and with respect to such Software, Contractor shall offer to the Using Agency maintenance (including all enhancements and upgrades) at the lesser of a reasonable rate or the rates Contractor offers to other commercial customers for services of a similar nature and scope; (c) grant to the Using Agency, effective as of the Termination Date, a non-exclusive, non-transferable, fully-paid, royalty-free, perpetual, irrevocable, worldwide license following expiration of the Exit Assistance Period in and to all Contractor-Provided Software that does not constitute generally commercially available Software that is incorporated into the supported environment, which license shall extend only to the use of such Software by the Using Agency or its designee (subject to Contractor's reasonable confidentiality requirements) to continue to enable the Using Agency to receive services substantially similar to the Services for which Contractor utilized such Software; and (d) provide the Using Agency with a copy of the Contractor-Provided Software described in this Section in such media as requested by the Using Agency, together with object code and appropriate documentation.

10. MISCELLANEOUS

10.1. Survival. Sections 1 (Definitions for Special Conditions), 4 (Intellectual Property), 7 (Data Security Breach), and 8 (Audit Rights) shall survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 5 (Using Agency Data and Confidentiality) and 10 (Miscellaneous) shall survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of Using Agency Confidential Information as required by this Agreement.

10.2. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC shall expressly include Using Agency and vice versa.

10.3. No Waiver of Tort Immunity. Nothing in this Agreement waives immunity available to the Using Agency under Law, including under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

10.4. No Click-Wrap or Incorporated Terms. The Using Agency is not bound by any content on the Contractor's website, in any click-wrap, shrink-wrap, browse-wrap or other similar document, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Using Agency has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by the County's Chief Procurement Officer.

10.5. Change Requests. Except as otherwise set forth in this Agreement, this Section 10.5 shall govern all Change Requests and Change Orders. If either Party believes that a Change Order is necessary or desirable, such Party shall submit a Change Request to the other. Contractor represents to Using Agency that it has factored into Contractor's fees adequate contingencies for *de minimis* Change Orders. Accordingly, if Change Requests are made, they will be presumed not to impact the fees under this Agreement; provided, however, that if the Change Request consists of other than a *de minimis* deviation from the scope of the Services and/or Deliverables, Contractor shall provide Using Agency with written notification of such other deviation within five (5) business days after receipt of the Change Request. In the event of a Using Agency-initiated Change Request, within five (5) business days of Contractor's receipt of such Change Request, Contractor shall provide to Using Agency a written statement describing in detail: (a) the reasonably anticipated impact on any Services and Deliverables as a result of the Change Request including, without limitation, Changes in Software and Equipment, and (b) the fixed cost or cost estimate for the Change Request. If Licensor submits a Change Request to Customer, such Change Request shall include the information required for a Change Response.

10.6. Change Orders. Any Change Order that increases the cost or scope of the Agreement, or that materially affects the rights or duties of the Parties as set forth the Agreement, must be agreed upon by the Using Agency in a writing executed by the County's Chief Procurement Officer. In all cases, the approval of all Change Requests and issuance of corresponding Change Orders must comply the County's Procurement Code. If either Party rejects the other's Change Request, Contractor shall proceed to fulfill its obligations under this Agreement.

EXHIBIT 8

CJIS Security Policy

APPENDIX H SECURITY ADDENDUM

The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.1 Definitions

1.2 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.3 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.1 Responsibilities of the Contracting Government Agency.

2.2 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.1 Responsibilities of the Contractor.

3.2 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.1 Security Violations.

- 4.2 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.3 Security violations can justify termination of the appended agreement.
- 4.4 Upon notification, the FBI reserves the right to:
- a. Investigate or decline to investigate any report of unauthorized use;
 - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.
- 5.1 Audit
- 5.2 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.
- 6.1 Scope and Authority
- 6.2 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.3 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.4 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.5 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.6 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Naomi C. Melanaghan Naomi C. Melanaghan 2/4/2020
Printed Name/Signature of Contractor Employee Date

MARLEN C. Sejnaha M.C. Sejnaha 2-4-2020
Printed Name/Signature of Contractor Representative Date

CBM/Pericez Pres'd / CEO
Organization and Title of Contractor Representative

EXHIBIT 9

Identification of Subcontractor/Supplier/Subconsultant Form (ISF)

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1712-16140	Date: 04-29-2020
Total Bid or Proposal Amount:	Contract Title: Commissary & Inmate Banking Services
Contractor: Summit Food Service LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: Black Dog Foods, LLC
Authorized Contact for Contractor: Marlin C. Sejnoha, Jr.	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Amit Gauri
Email Address (Contractor): marlin.sejnoha@summitfoodservice.com	Email Address (Subcontractor): amit@blackdogcorp.com
Company Address (Contractor): 500 E 52nd Street N	Company Address (Subcontractor): 2305 Enterprise Dr, Suite B
City, State and Zip (Contractor): Sioux Falls, SD 57104	City, State and Zip (Subcontractor): Westchester, IL 60154
Telephone and Fax (Contractor): 605-335-0825	Telephone and Fax (Subcontractor): 708-562-4400 708-562-4404
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

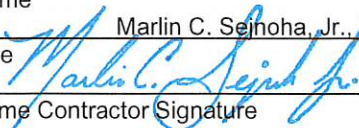
<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Invoicing, sourcing, distribution, logistics	25%

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Summit Food Service, LLC

Name _____

Title Marlin C. Sejnoha, Jr., President & CEO

Prime Contractor Signature  Date 4/29/2020

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1712-16140	Date: 04-29-2020
Total Bid or Proposal Amount:	Contract Title: Commissary & Inmate Banking Services
Contractor: Summit Food Service LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: Savan Source, Inc.
Authorized Contact for Contractor: Marlin C. Sejnoha, Jr.	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Bonnie Xayavong
Email Address (Contractor): marlin.sejnoha@summitfoodservice.com	Email Address (Subcontractor): bonnie@savansource.com
Company Address (Contractor): 500 E 52nd Street N	Company Address (Subcontractor): 5628 Carpenter Street
City, State and Zip (Contractor): Sioux Falls, SD 57104	City, State and Zip (Subcontractor): Downers Grove, IL 60516
Telephone and Fax (Contractor): 605-335-0825	Telephone and Fax (Subcontractor): 847-350-8457 877-289-0867
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Logistics, warehousing, distribution, invoicing, ordering, sourcing	10%

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor
Summit Food Service, LLC

Name
Marlin C. Sejnoha, Jr., President & CEO
Title
4/29/2020
Prime Contractor Signature
Date

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1712-16140	Date: 04-29-2020
Total Bid or Proposal Amount:	Contract Title: Commissary & Inmate Banking Services
Contractor: Summit Food Service LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: Tech Friends, Inc.
Authorized Contact for Contractor: Marlin C. Sejnoha, Jr.	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Mark Haney
Email Address (Contractor): marlin.sejnoha@summitfoodservice.com	Email Address (Subcontractor): mhaney@techfriends.com
Company Address (Contractor): 500 E 52nd Street N	Company Address (Subcontractor): 2225 East Highland Dr.
City, State and Zip (Contractor): Sioux Falls, SD 57104	City, State and Zip (Subcontractor): Jonesboro, AR 72401
Telephone and Fax (Contractor): 605-335-0825	Telephone and Fax (Subcontractor): 870-351-7276
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

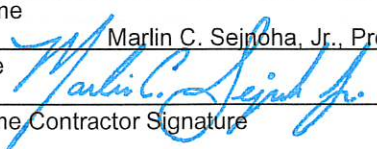
Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Inmate banking technology	\$220,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor
Summit Food Service, LLC

Name
Marlin C. Sejnoha, Jr., President & CEO

Title


Prime Contractor Signature
Date 4/29/2020

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1712-16140	Date: 04-29-2020
Total Bid or Proposal Amount:	Contract Title: Commissary & Inmate Banking Services
Contractor: Summit Food Service LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: Numi Financial
Authorized Contact for Contractor: Marlin C. Sejnoha, Jr.	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Brad Golden
Email Address (Contractor): marlin.sejnoha@summitfoodservice.com	Email Address (Subcontractor): bgolden@numifinancial.com
Company Address (Contractor): 500 E 52nd Street N	Company Address (Subcontractor): 300 Carlsbad Village Drive, Suite 108A
City, State and Zip (Contractor): Sioux Falls, SD 57104	City, State and Zip (Subcontractor): Carlsbad, CA 92008
Telephone and Fax (Contractor): 605-335-0825	Telephone and Fax (Subcontractor): 760-444-5525 760-454-3210
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Inmate debit release card program	See fee schedule

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Summit Food Service, LLC

Name _____

Title Marlin C. Sejnoha, Jr., President & CEO _____

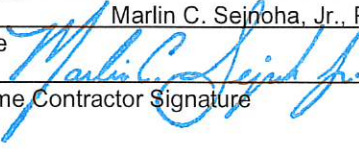
Prime Contractor Signature  _____ Date 4/29/2020

EXHIBIT 10

Economic Disclosure Statement

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. 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, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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 who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement. Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountylil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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.

SECTION 3**REQUIRED DISCLOSURES****1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name

Address

N/A

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: ☐No: ☒

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

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

Yes: ☐No: ☒**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

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-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX
NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant 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 Applicant 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 Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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.

"Person" "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. A Person 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 Summit Food Service, LLC

D/B/A: _____ FEIN # Only: _____

Street Address: 500 East 52nd Street North

City: Sioux Falls State: South Dakota Zip Code: 57104

Phone No.: 605-335-0825 Fax Number: 605-444-5099 Email: marlin.sejnoha@summitfoodservice.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☒ Other (describe) Limited Liability Company

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person 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
Elior, Inc.	300 S. Tryon St., Suite 400, Charlotte, NC 28202	100%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Marlin C. Sejnoha, Jr.

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

Signature

marlin.sejnoha@summitfoodservice.com

E-mail address

President & CEO

Title

04/29/2020

Date

605-335-0825

Phone Number

Subscribed to and sworn before me
this 29th day of April, 2020.

My commission expires: 10-01-2020

x

Naomi C. McLaughlin

Notary Public Signature

Notary Seal



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. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

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.

"Person" "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. A Person 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 Elior, Inc.

D/B/A: _____ FEIN # Only: 26-2223480

Street Address: 300 South Tryon

City: Charlotte State: NC Zip Code: 28202

Phone No.: 704-424-1071 Fax Number: 605-444-5099 Email: marlin.sejnoha@summitfoodservice.com

Cook County Business Registration Number: N/A
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person 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
N/A		

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
Gourmet Acquisition Holdings, Inc.	- 300 S Tryon Street, Suit 400 Charlotte, NC 28202	100%	Parent Organization

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Brittany Mayer-Schuler,	16637 Ardrey Place Drive, Charlotte, NC 28277	Secretary	10-31-2019
Olivier Poirot -	10007 Hemswell Lane, Potomac, MD 20854	CEO	4-30-2019
Jeffrey Hunt -	6455 Overlook Road, Orefield, PA 18069	CFO and Treasurer	10-31-2019

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Marlin C. Sejnoha, Jr.

CEO and President

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

Title

Signature

7-2-2020

Date

marlin.sejnoha@summitfoodservice.com

605-310-4950

E-mail address

Phone Number

Subscribed to and sworn before me
this 2nd day of July, 2020.

My commission expires: 10-01-2020

x Naomi C. McLaughlin
Notary Public Signature

Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: Summit Food Service, LLCAddress of Person Doing Business with the County: 500 East 52nd Street North, Sioux Falls, SD 57104Phone number of Person Doing Business with the County: 605-335-0825Email address of Person Doing Business with the County: marlin.sejnoha@summitfoodservice.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Marlin C. Sejnoha, Jr., President & CEO, 500 East 52nd Street North, Sioux Falls, SD 57104605-335-0825 marlin.sejnoha@summitfoodservice.com**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

RFP No. 1712-16140The aggregate dollar value of the business you are doing or seeking to do with the County: \$3,834,606.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Kelly Spencer, Procurement Manager

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Raffi Sarrafian, CPO**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

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

- ☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

N/A

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

N/A

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

N/A

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

04/29/2020

Date

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: _____

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Summit Food Service, LLC

Substantial Owner Complete Name: Elior, Inc.

FEIN# 20-1147818

Date of Birth: _____

E-mail address: marlin.sejnoha@summitfoodservice.com

Street Address: 500 East 52nd Street North

City: Sioux Falls

State: South Dakota Zip: 57104

Home Phone: [REDACTED]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature:  Date: 04/29/2020

Name of Person signing (Print): Marlin C. Sejnoha, Jr. Title: President & CEO

Subscribed and sworn to before me this 29th day of April, 2020

X 
 Notary Public Signature



Note: The above information is subject to verification prior to the award of the Contract.

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.

Execution by Corporation

Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

Summit Food Service, LLC

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

04/29/2020

605-335-0825 marlin.sejnoha@summitfoodservice.com

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

29th day of April, 2020.

My commission expires: 10-01-2020

Notary Public Signature

Notary Seal

NAOMI C MCLAUGHLIN
Notary Public
SEAL
South Dakota

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

**SECTION 6
COOK COUNTY SIGNATURE PAGE**

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

Raffi Sarrafian
Cook County Chief Procurement Officer

9.15.20
Date

APPROVED AS TO FORM:

James Beligratis
Assistant State's Attorney
(Required on contracts over \$1,000,000)

6/9/20
Date

CONTRACT TERM & AMOUNT

1712-16140
Contract #

July 31, 2020-July 30, 2025 Two (2) one-year renewal options

Original Contract Term Renewal Options (If Applicable)

County receives 41% of gross commissionable sales for non-microwavable items, 44% of grossed commissionable sales for microwavable items

Contract Amount

July 30, 2020

Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

JUL 30 2020

COM _____

ATTACHMENT 1

System Matrix

Instructions

This workbook contains Functional Technological Requirements for the system desired by Cook County. The response codes below should be used by responders to indicate the fit of their solution to the requirements specified in this workbook.

This template must be completed and submitted as an MS Excel file as part of the response to this RFP.

Responses	Definition
Response Code: How will this Technical Requirement be met by your solution?	Please note that all requirements must be met by one of the possible solution options described below.
	Indicate how the requirement will be met by selecting either: Requirement Met, Requirement Not Met, Requirement Met by Third Party Product:
	Y= Requirement Met
	N = Requirement Not Met
	T= Third Party Product – The requirement will be met by commercially available third-party software or hardware assets and is included in this proposal. Note: In the Offeror Response column, indicate the name of the proposed third-party software vendor and proposed components and indicate its compliance to Cook County's technology or architecture standards.
	NA - Not applicable / Not Supported - Vendor does not have this service/capability/offering
Offeror Response Comments & Response Narratives	Provide comments as necessary in regards to specific requirements using this response template. To provide more extensive details and documentation regarding the approach for meeting a requirement, or combination of requirements, or overall Technical area, use a text/Word document and provide a reference to the appropriate RFP Req. #(s).
Description of Other Fields	Req #: Please utilize these #s to reference all attached responses.

Commissary and Banking Solution Requirements and Overview			
Please provide a response code and offerer response for each requirement.			
Req #	Requirement Description	Response Code	Offeror Response Comment(s)
General Requirements			
SRO-1	Administrative roles -These users shall have access to all inmate banking and commissary functions. This will include, but not limited to - accounting, administrative functions, input/output functions, inmate transactions/histories, and ad hoc and specialty reports, commissary reports. The users are to be working in the vendor's environment.	Y=Requirement Met	Cook County will determine which users shall have access to certain inmate banking and commissary functions. Lockdown provides extensive security features and pre-defined roles.
SRO-2	User roles- approximately 3,500 web based users with the ability to allow up to 300 users simultaneously. These users require view and print capability for inmate balances in real time and inmate transaction histories.	Y=Requirement Met	All Lockdown banking reports are generated in real-time and can be generated by specific dates, as required.
SRO-3	The Department of Correction's Trust Department software that is a web based solution that will seamlessly integrate and interface with the CCSO Jail Management System allowing for a minimum of Administrator and User role capabilities.	NA=Not Applicable	Not Applicable (N/A)
SRO-4	Must allow for use of the CCSO Active Directory for user authentication and the mapping of Active Directory Security Groups to vendor application roles to ease user account administration.	Y=Requirement Met	Lockdown has proven Active Directory integration which will map the User's security groups in Active Directory to security groups within the trust program.
SRO-5	Must seamlessly integrate and interface with the CCSO Jail Management System based on Microsoft CRM Dynamics and Microsoft SQL Server allowing Administrator and User role capabilities at a minimum.	Y=Requirement Met	CBM Managed Services agrees to create a seamless interface with CCSO's JMS. Lockdown is flexible in providing imports from an external system.
SRO-6	Must provide near real time file based exports of data from the proposed Commissary solution for import into the CCSO Inmate checking application in Sage 50 template format. (Exact format is to be provided to a selected proposal.)	Y=Requirement Met	Lockdown has dozens of exports to external systems and will work with the County to provide a suitable export to Sage 50.
SRO-7	Must provide for near real time import capabilities into the Commissary solution from the highly customized CCSO Jail Management System which contains Inmate data. (Exact format is to be provided to a selected proposal.)	Y=Requirement Met	When CCDOC staff update inmate status, housing locations, etc., Lockdown's import process has flexible timing which can be customized to meet agency import requirements

Commissary and Banking Solution Requirements and Overview			
<i>Please provide a response code and offerer response for each requirement.</i>			
Req #	Requirement Description	Response Code	Offeror Response Comment(s)
SRO-8	Must be able to provide for CCDOC employees to update various information such as inmate verification and living unit locations seamlessly and automatically in the Jail Management System.	Y=Requirement Met	Lockdown's import process automatically updates information from the JMS system in previously established detainee accounts when changes are detected.
SRO-9	Be able to integrate with the inmate telecommunications provider so that inmates can use debit accounts to make phone calls.	Y=Requirement Met	Lockdown has near real-time interfaces with most major telecommunication providers, including Securus Technologies. An IVR system will be in place for an Inmate PIN debit time purchase. Any unused phone time, will be credited to the inmate at the time of release.
SRO-10	Directors must be have the ability to increase or decrease the spending limits upon mutual agreement with the Contractor.	Y=Requirement Met	CBM Managed Services has read, agrees and will comply with this requirement. Lockdown has a robust restriction and limit system, with limits able to be modified quickly through the UI

Hardware and Technical Requirements

Please provide a response code and offerer response for each requirement.

Req #	Requirement Description	Response Code	Offeror Response Comment(s)
Minimum Requirements			
HTR-1	Verify all hardware and software required to operate and support the program will be operational, within the CCSO infrastructure, after implementation.	Y=Requirement Met	CBM Managed Services will professionally install all hardware and software as it relates to the scope of this project.
HTR-2	Verify and maintain physical security and internal controls for all sites and services in order to adequately prevent and minimize the risk of loss, destruction or theft of physical assets and unauthorized access.	Y=Requirement Met	All equipment will be placed in safe and secure areas. Hardware will be bolted to the ground or wall(s), where appropriate for an extra layer of security.
HTR-3	Verify whether the proposer intends to outsource any services in order to provide the services included in the proposal.	T=Third Party Provider	CBM Managed Services will be subcontracting with Tech Friends, Inc. and NUMI Financial for this project.
Technical Capabilities			
HTR-4	Verify the proposer can provide an electronic confirmation to the CCDOC of the receipt of files.	Y=Requirement Met	Lockdown will meet this requirement.
HTR-5	Be responsible for hosting all web pages thru secured connections (ie. HTTPS).	Y=Requirement Met	Lockdown will meet this requirement.
HTR-6	Ensure all Inmate transactions shall be available thru a secured web interface with the options to save any/all data to a file format mutually agreed upon (ie. all Microsoft Excel formats) and print any query results.	Y=Requirement Met	Lockdown will meet this requirement.
HTR-7	Provide sufficient servers allowing for Development, Test, and Production environments capable of handling all functions including, but not limited to multiple inquiries, order entering, scanning, and recording of receipts without a slowdown or interruption of service.	Y=Requirement Met	CBM Managed Services will supply a SQL Enterprise Edition Server, which will be sufficient for this requirement.
HTR-8	Provide sufficient storage to retain all current and archived transactions and the ability to access all transactions.	Y=Requirement Met	Lockdown will meet this requirement.
HTR-9	At no additional cost to the County and in every way, provide a solution compatible with the current Microsoft Windows operating system.	Y=Requirement Met	CBM Managed Services has read, agrees and will comply with this requirement. Lockdown will meet this requirement.
HTR-10	At no additional cost to the County and in every way, provide a solution that must run on any CCSO client hardware.	Y=Requirement Met	CBM Managed Services has read, agrees and will comply with this requirement. Lockdown will meet this requirement.
HTR-11	The vendors solution must interface with CCSO JMS & Sage 50 Quantum.	Y=Requirement Met	Proposer understands this requirement and understands the format and knowledge to do so will be available upon selection.
HTR-12	All hardware & software, including third party, must integrate with existing systems currently deployed within the County's environment.	Y=Requirement Met	CBM Managed Services has read, agrees and will comply with this requirement.

Hardware and Technical Requirements

Please provide a response code and offerer response for each requirement.

Req #	Requirement Description	Response Code	Offeror Response Comment(s)
Kiosk Requirements			
HTR-13	Provide a booking kiosk that has large bill/coin capacity, being able to hold at least 5,000 USC bills per kiosk.	Y=Requirement Met	CBM Managed Services will provide a booking kiosk that will meet the needs of Cook County.
HTR-14	Provide booking kiosks and money cartridges that are heavy duty and durable, and at no cost to the County.	Y=Requirement Met	CBM Managed Services will provide booking kiosks and money cartridges that will meet the needs of Cook County.
HTR-15	Provide kiosks that are able to detect and reject counterfeit bills.	Y=Requirement Met	CBM's Lockdown kiosks use MEI Casino-grade bill acceptors which will reject counterfeit bills.
HTR-16	Provide a printed receipt(s) that is automatically available for each inmate's deposit.	Y=Requirement Met	Lockdown will provide automated printed receipt(s) for each inmate deposit.
HTR-17	Provide internal access to vendor issued kiosks that are completely in the control of CCDOC personnel.	Y=Requirement Met	CBM Managed Services has read, understands and will comply with this requirement.
Software			
HTR-18	The proposed system must allow CCDOC to maintain control of the Inmate Trust Fund bank account and reconcile the balance to the Contractor's monthly reports.	Y=Requirement Met	Lockdown has a strong reconciliation tool built into the system which will meet the requestor's needs.
HTR-19	The banking system should not automatically-generate batches or checks for inmates who have been released through the JMS.	Y=Requirement Met	Lockdown will not automatically generate batches or checks based on JMS releases.
HTR-20	The banking system shall have the option of automatically assigning a batch number. Allow transactions to be held for different periods of time as determined by the facility.	Y=Requirement Met	Lockdown has robust capabilities to handle batched transactions with its cash drawer functions
HTR-21	Allow a held deposit to be used for commissary purchases prior to the end of the hold period.	Y=Requirement Met	Lockdown allows orders to be placed against deposits being held. However, the order will not be processed until the hold is released.
HTR-22	Allow inmate deposits to be held for a period of time as defined by the CCDOC.	Y=Requirement Met	Lockdown has a feature designed to hold funds for a defined period of time.
HTR-23	Be capable of releasing held funds even after the inmate account has been closed.	Y=Requirement Met	Lockdown will provide this functionality.
HTR-24	Allow batch numbers to be freely assigned to track batches of deposits, payments, payroll, etc.	Y=Requirement Met	Lockdown will work with the County to understand and meet these requirements
HTR-25	Keep a running balance of a batch during data input.	Y=Requirement Met	Lockdown's cash drawers meet this requirement.
HTR-26	Allow the transaction in the batch to be suspended until the batch is reconciled.	Y=Requirement Met	Lockdown's stash functionality meets this requirement

Hardware and Technical Requirements

Please provide a response code and offerer response for each requirement.

Req #	Requirement Description	Response Code	Offeror Response Comment(s)
HTR-27	Print batch reports and batches of receipts.	Y=Requirement Met	Lockdown has full reporting on its cash drawers
HTR-28	Automatically open accounts that originate in the CCOMS Microsoft CRM Dynamics and Microsoft SQL Server Jail Management System.	Y=Requirement Met	Lockdown will provide this functionality.
HTR-29	Assign release dates to accounts based on release date updates received from the Cook County Offender Management System CCOMS Microsoft CRM Dynamics and Microsoft SQL Server Jail Management System.	Y=Requirement Met	Lockdown will provide this functionality.
HTR-30	Update inmate housing locations based on housing updates received from the CCOMS Microsoft CRM Dynamics and Microsoft SQL Server Jail Management System.	Y=Requirement Met	Lockdown provides this functionality in all JMS interfaces.
HTR-31	Zero out abandoned inmate balances to a clearing account for consolidated escheatment payments into the Inmate Welfare Fund.	Y=Requirement Met	Lockdown will provide this functionality.
HTR-32	Allow for Internet browser based inquiry of real-time individual inmate account history by more than 300 simultaneous users.	Y=Requirement Met	Lockdown will provide this functionality.
HTR-33	Update inmate commissary restrictions based on housing locations received from the CCOMS Microsoft CRM Dynamics and Microsoft SQL Server Jail Management System.	Y=Requirement Met	Lockdown's flexible restriction system allows for automatic restrictions based on location.
HTR-34	Carry forward items rejected for security or spending restrictions and present the list of rejected items on completed individual commissary receipts.	Y=Requirement Met	Lockdown has the ability to carry forward restricted/rejected items.
HTR-35	All inmate commissary refunds are to be credited to the inmate's account on the same day that the refund is realized.	Y=Requirement Met	CBM Managed Services agrees to issue any credits/refunds immediately after the commissary hand out.
HTR-36	Electronically transfer immediate refunds from the system you propose for the CCDOC directly to your billing system for automatic credits.	Y=Requirement Met	Lockdown will provide this functionality.
HTR-37	Electronically release funds to inmates and electronically print payout in the form of a check or debit card when discharged.	Y=Requirement Met	Lockdown has the ability to print MICR and Laser checks as well as debit release cards.
HTR-38	The commissary system must immediately close all transactions for an inmate that has been discharged.	Y=Requirement Met	The JMS will close the Inmate's account in Lockdown and credit any pending commissary orders or transactions.
HTR-39	The proposed solution must interface and/or integrate in real time with the CCOMS Microsoft CRM Dynamics and Microsoft SQL Server Jail Management System and send real time balances to the CCOMS Jail Management System and receive Inmate account balance updates.	Y=Requirement Met	CBM Managed Services has read, understands and will comply with this requirement.
HTR-40	Provide all a Windows based interface that can run on a touch screen kiosk for inmates to use to order commissary at no additional cost to the County.	Y=Requirement Met	Lockdown has a Pod Kiosk and Tablet system that provides this functionality, among others.
HTR-41	Provide all transactions in an extractable normal financial format such as excel for any and all transactions, throughout the term of the contract.	Y=Requirement Met	Lockdown provides an "All Transactions" report that can be extracted into a normal financial format such as Excel.

Hardware and Technical Requirements

Please provide a response code and offerer response for each requirement.

Req #	Requirement Description	Response Code	Offeror Response Comment(s)
HTR-42	The ability to automatically print inmate receipts.	Y=Requirement Met	Lockdown has this functionality and allows specific stations and users to set a number of receipts to be printed, if necessary.
HTR-43	To be able to upload/download data into inmate accounts from other media such as an Excel spreadsheet.	Y=Requirement Met	Lockdown will work with the County to meet these specifications.
HTR-44	An Automated Inmate debt recovery process.	Y=Requirement Met	Lockdown provides this functionality.
HTR-45	Ability to encumber funds.	Y=Requirement Met	Lockdown has a debt system with the ability to encumber funds at different priorities and rates of collection.
HTR-46	Ability to transfer inmate funds from one account to another.	Y=Requirement Met	Lockdown provides this functionality.
HTR-47	Impose commissary restrictions per inmate.	Y=Requirement Met	Lockdown has a flexible and powerful restriction system.
HTR-48	Ability to time stamp all transactions.	Y=Requirement Met	Lockdown timestamps all transactions
HTR-49	Proposed software accounting to include a full GAAP compliant general ledger with bank reconciliations.	Y=Requirement Met	Lockdown is a fully GAAP compliant system and provides bank reconciliations
HTR-50	A comprehensive ad hoc reporting system for inmate banking and commissary transactions.	Y=Requirement Met	Lockdown will work with Cook County to meet these specifications.
HTR-51	Ability to track the processes of the commissary orders.	Y=Requirement Met	All commissary orders can be tracked through the Lightspeed fulfillment software
HTR-52	Ability to provide a sales history.	Y=Requirement Met	Lockdown provides standard commissary reporting
HTR-53	Ability to debit and credit accounts.	Y=Requirement Met	Lockdown provides standardized debit and credit methods to accounts through normal transactions.
HTR-54	Be able to run and print specialized (user defined) reports. Users must have the ability to run reports for any combination of input variables for any time period.	Y=Requirement Met	Lockdown supports different permissions levels for user defined report availability. CCDOC would define all permission levels for each staff member or this can be set through the Active Directory.

Hardware and Technical Requirements

Please provide a response code and offerer response for each requirement.

Req #	Requirement Description	Response Code	Offeror Response Comment(s)
HTR-55	Custom reports or files as requested by the CCDOC at no cost to the County including but not limited to the following: -Positive Pay files in required format -System generated reports such as Daily Balance Sheet- which includes all debits and credits posted in the software by day and time or any time frame selected by user with the debit and credits itemized by category. -Negative balances Report if the software generates such a value. -Reports reflecting balances for active and inactive Inmate Accounts. -Reports reflecting inmate debts owed to the fund and inmate debts owed external to the fund.	Y=Requirement Met	Lockdown has robust reporting, including Positive Pay with many major banks, testing of the positive pay file would be recommended prior the go live date.
HTR-56	All reports must be downloadable to the user's desktop or to a designated folder on the CCDOC's network drive.	Y=Requirement Met	Lockdown can export into Excel, RTF and PDF formats, among others.
HTR-57	Contractor shall provide Proposed Solutions to automate the following types of functions: -U.S. District Court Filing Fees- automatically charge/deduct fees based on a court order - percentage of defined inmate credits. (currently manual process performed by DOC staff) -Inmate payroll system (currently manual process performed by DOC staff) -Restitution process (currently manual process performed by DOC staff) -Inmate Debt owed – Non Cash related (currently manual process performed by DOC staff) -Medical Fees (currently not being charged by the DOC.) -Indigent Classification (currently manual process performed by DOC staff) -Unclaimed funds/Escheatment (currently manual process performed by DOC staff) -Electronic Inmate signatures (does not currently exist)	Y=Requirement Met	Lockdown currently has numerous of these capabilities already in place. Lockdown will work with the County to meet these specifications and understand the requirements. Additional details regarding this proposed solution can be found in the tab "Proposed Plan of Action" in our response.
HTR-58	At no cost to the County interface/integrate with any transfer (upload or download) of data files from other vendors or county system e.g., Western Union, Money Gram , other deposit vendors, other devices such as scanners for banking input, and Phone System/Video Visitation System.	Y=Requirement Met	CBM Managed Services has read, understands and will comply with this requirement.
Hosting and Platform Architecture			
HTR-59	Verify whether the proposer is responsible for purchasing all hardware and equipment (e.g., proposer or County).	Y=Requirement Met	CBM Managed Services agrees to purchase all necessary hardware and equipment as agreed upon with Cook County.
HTR-60	Verify whether the proposer is responsible for installation of all hardware and equipment (e.g., proposer or County).	Y=Requirement Met	CBM Managed Services will be responsible for installation of all hardware and equipment as agreed upon with Cook County.

Hardware and Technical Requirements

Please provide a response code and offerer response for each requirement.

Req #	Requirement Description	Response Code	Offeror Response Comment(s)
HTR-61	Verify ownership of all hardware and equipment.	Y=Requirement Met	CBM Managed Services will be retain ownership of all hardware and equipment utilized during the length of this Contract.
HTR-62	Provide procedures for acceptance, partial shipments and back ordered hardware and equipment.	Y=Requirement Met	CBM Managed Services maintains a sufficient amount of hardware and equipment where partial shipments and back orders will not be an issue.
HTR-63	Warranties and any terms and conditions associated with the hardware and equipment.	Y=Requirement Met	All of the hardware comes with a 1 year warranty however, CBM Managed Services will ensure that the equipment will be functional and working throughout the duration of the contract.
HTR-64	Verify physical location requirements (e.g., cooling, space, connectivity, etc.).	Y=Requirement Met	Lobby Kiosks need to be placed in a safe & secure area that has video surveillance.
HTR-65	Verify whether the proposer is responsible for all cabling/wiring related to any and all equipment the vendor is proposing and whether the County or Proposer would be responsible for procuring.	Y=Requirement Met	CBM Managed Services will be responsible for all cabling/wiring related to any and all equipment proposed. CBM will also be responsible for procuring any cabling/wiring needed.
HTR-66	Verify the County's additional power requirements for operating required hardware and equipment.	Y=Requirement Met	CBM Managed Services has no additional power requirements for operating required hardware and equipment.

Debit/ Credit Card Services			
<i>Please provide a response code and offerer response for each requirement.</i>			
Req #	Requirement Description	Response Code	Offeror Response Comment(s)
General Standards			
DCDS-1	Checks and debit cards must be issued seven (7) days per week.	Y=Requirement Met	Checks and debit cards are able to be issued in Lockdown 7 days a week.
DCDS-2	The Proposer's solution shall be Payment Card Industry Data Security Standards (PCI DSS) compliant and provide proof of such certification annually via email by 15 January and upon request by the County. With this annual PCI DSS email above the Proposer will also include Payment Application Data Security Standard (PA-DSS) certification annually and upon request by Cook County.	Y=Requirement Met	Lockdown is PCI-DSS complaint however, PA-DSS compliance is not applicable for the Lockdown software as we are not a third party consumer of another vendor's payment services platform.
DCDS-3	System must have multi-factor authentication.	Y=Requirement Met	Lockdown will work with the County to understand and meet this requirement.
DCDS-4	System provides security controls for auditing and logging. System is compliant with all other applicable information protection statutes and regulations pertinent to PII such as Illinois Personal Information Protection Act, Social Security Act, and any other federal and state law.	Y=Requirement Met	Lockdown will work with the County to ensure the exact requirements are met.
DCDS-5	Must connect to the vendor's datasource via ODBC connectivity.	Y=Requirement Met	Lockdown uses the stronger SQL Server client rather than ODBC. However, our database is ODBC-compliant.
DCDS-6	All data exports/imports can be done using American Standard Code for information Interchange (ASCII) formatting.	Y=Requirement Met	Any data exports/imports needing to be done for CCDOC can be made to be ASC-II compliant

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Commissary and Inmate Banking Services RFP

Appendix V : Inmate Commissary and Banking Questions and Responses

(Please note: additional Confirmation Tab must submitted with Proposal)

As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
	Hardware and Technical Requirements	
1	Describe how the cardholder may choose their PIN after the card is loaded and the how this process works.	The card comes with a default PIN that is the cardholders' DOB (MM/DD format) The cardholder can change their PIN anytime using a secure automated phone system.
2	Describe what security procedures are in place to minimize the risk of unauthorized transactions.	<p>Lockdown provides both individual and role-based security, which prevents users lacking proper permissions from making unauthorized entries. Additionally, Lockdown will alert users to duplicate transactions, reducing mistakes during entry.</p> <p>Numi uses multiple reports to identify and analyze possible fraud. These reports are reviewed daily. Additionally, NUMI uses automated fraud alerts both internally and through our globally recognized card processing partner FIS, that will automatically freeze the card if any spending looks suspicious (such as international use is detected). The County will only be liable for any fraud loss on the card if it is found that an employee of the County is directly responsible for the theft. (For example, if a releasing clerk loads a card for a cardholder and then uses those funds without giving the cardholder the card.) Numi is able to assist the County and the local authorities in catching the perpetrator and freezing the cards to limit the loss. It is Numi's policy that if any fraud has been directly caused by an employee of the County, that the County will be solely liable for the fraud loss and no provisional credits will be forthcoming from Numi.</p>
3	Describe what controls are in place to protect against lost files and duplication of transmissions.	<p>Lockdown inherently checks for and rejects duplicate financial entries through its import process; Lockdown also confirms receipt for first party transfers with the servers re-sending any transfers which are not confirmed within a pre-defined time.</p> <p>Numi's cards are activated and loaded via API calls. Not through file transmission. Our SOAP API protocol is designed to prevent duplicate transactions as well as duplicate use of the same card or account.</p>

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As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
4	Describe what technical support is available and the hours it is available.	<p>CBM Managed Services offers three levels of technical support. All levels are available 24/7/365.</p> <p>The first level consists of basic customer service support, typically some type of user error</p> <p>The second level consists of bank reconciliation questions, debit phone time purchases, and debit release card questions.</p> <p>The third level consists of interface issues, software/hardware related problems, etc.</p> <p>When level 3 issues arise a Lockdown developer helps resolve the concern.</p> <p>Numi cardholders can access our experience bi-lingual customer care staff that is available 24/7/365 to resolve all cardholder matters. They can be contacted via a toll-free number that is printed on the back of the card as well as on all cardholder educational materials.</p> <p>In addition to the cardholder support described above, the Contractor has a separate designate account management team that is available 24/7/365 to resolve all CCDOC matters.</p>

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Question No.	Questions	Proposer Response
5	Describe what physical and software security measures are used protect the confidentiality of the company's transaction information.	<p>The transaction data will be secured through a combination of role-based authentication, physically locating the server hosting the information at the jail, and company processes regarding handling of data.</p> <p>As a service provider certified under PCI-DSS 3.2, Numi's systems meet rigorous security requirement and all client names and identification numbers are kept confidential. Numi's production servers are located offsite, in a secure hosting facility with extensive physical security and 24/7 monitoring. Both Numi's personnel and certified third parties conduct regular vulnerability scanning and penetration testing of Numi's systems, with remediation and retesting of any vulnerabilities discovered. Access to the servers, activities on the servers, and use of the software running on them generate audit logs that are stored remotely over an encrypted channel. Numi's intrusion detection system continuously monitors the servers for intrusion attempts and anomalous behavior, alerting Numi's personnel, and in certain cases, automatically blocking the source of the activity and creating a forensic profile of the attaching computer. Connection attempts to the servers must pass through both an external physical firewall and a separate on-server firewall configured to prevent both unauthorized ingress and unauthorized exfiltration of data. Software introduced into the production environment goes through a code review and management signoff process. Numi's developers receive regular training in secure programming techniques.</p>
6	Describe how your company will successfully process daily electronic file and notification capabilities.	Lockdown utilizes a constantly running Windows service that handles the notification and constant importing and exporting to prevent user slowdowns.
7	Describe how transactions are processed on weekends and holidays.	Lockdown continues to provide deposit services through both weekends and holidays. ACH's for those transactions will be processed at prescribed date per the schedule in our ACH agreement or the first normal business day after the prescribed date.

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As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
8	Specify what information is required from the CCDOC in order to setup detainee information. Describe the data file and format/layout information needed in detail.	Lockdown is uniquely flexible in its ability to import information from flat-file formats and ODBC connections. At a minimum, the creation of a detainee account requires the permanent ID, booking number, inmate first, middle and last name, suffix, birth date, gender and location within the facility. For processes requested by CCDOC, the following would also be strongly advised: SSN, DLN and last known address.
9	Describe how the proposer will establish and maintain security safeguards and procedures to guarantee the confidentiality of all data obtained from the CCDOC.	As a service provider certified under PCI-DSS 3.2, Both Tech Friends, Inc. and Numi Financials' systems meet rigorous security requirement and all client names and identification numbers are kept confidential. Numi's production servers are located offsite, in a secure hosting facility with extensive physical security and 24/7 monitoring. Both Numi's personnel and certified third parties conduct regular vulnerability scanning and penetration testing of Numi's systems, with remediation and retesting of any vulnerabilities discovered. Access to the servers, activities on the servers, and use of the software running on them generate audit logs that are stored remotely over an encrypted channel. Numi's intrusion detection system continuously monitors the servers for intrusion attempts and anomalous behaviour, alerting Numi's personnel, and in certain cases, automatically blocking the source of the activity and creating a forensic profile of the attaching computer. Connection attempts to the servers must pass through both an external physical firewall and a separate on-server firewall configured to prevent both unauthorized ingress and unauthorized exfiltration of data. Software introduced into the production environment goes through a code review and management signoff process. Numi's developers receive regular training in secure programming techniques.

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As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
10	Provide details concerning technical support during normal and after business hours.	<p>Please refer to Question #4. CBM Managed Service also has an after-hours support number to call if needed.</p> <p>We offer 24/7/365 phone support for card related issues. In addition, we offer 24/7 online access to a reporting suite that allows you to pull reconciliation and card activity reports for any specified date range. You have the ability to view card activity at a summary level as well as drill down into specific card transactions such as card loads and card voids.</p> <p>In addition to the online reporting suite, we send a daily "card load summary" email, which is available in both pdf and csv format that outlines all card loading, card void, and card reversal activity for the specified 24 hour reconciliation period.</p> <p>Please note that we have the ability to set up the daily reconciliation period for any 24 hour window, it can be established to run midnight to midnight, 6 PM to 6 PM, or whatever timeframe you wish to establish.</p>
11	Provide a method for historical transactions to be brought from the existing inmate banking system forward to the new banking system.	Lockdown is able, in many situations and provided with suitable import files, to bring forward historical transactions in a read-only database for reporting.

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As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
12	Describe how the proposer is able to both initiate and receive Automated Clearing House (ACH) entries.	<p>Lockdown's financial processes are tied to an accounting back-end, allowing seamless and automated entry and reconciliation of ACH deposits and receipts for inmate deposits, fee pulls, and debit card entries. As a money transmitter, Tech Friends moves millions of dollars each year throughout the country. All ACH transactions are queued each morning by the system. They are first reviewed by a person to ensure that batch amounts and transaction entries appear reasonable. Once this clerk is done, the pushes/pulls are executed manually.</p> <p>Numi's system allows the cards to be activated and ready to use in real-time, prior to Numi receiving reimbursement from the CCDOC for the daily card load activity. No security deposit or pre-funding account is required. Numi's system also allows the Department to select its own 24 hour daily reconciliation period. At the end of the 24 hour period, Numi will generate a report that will be emailed to the Department and initiate an ACH to pull funds from the account designated by the Department to cover loading activity by the next business day.</p>
13	Describe the vendors hosting options (if applicable)	Not Applicable (N/A)
	Software Overview	
14	Describe how the software will generate checks and debit cards for inmates that have been released.	Lockdown supports both checks and debit cards at release. We have included detailed information in our proposal response. Please refer to the tab "Proposed Plan of Action" for additional information.
15	Provide detailed descriptions of the inmate banking software products(s), versions, features and capabilities being proposed.	The Lockdown Inmate Banking System is the most advanced inmate trust system in the corrections marketplace. CBM Managed Services has included the expansive information about Lockdown in our proposal response. Please refer to the tab "Proposed Plan of Action" for additional information
16	Describe how the inmate banking software can process and handle a high volume of transactions e.g. 1,000,000 million transactions a year..	Lockdown utilizes the Microsoft SQL Server back-end, a recognized standard in the industry for reliability and performance. In addition, optimizations have been made over the most common and large transactions to prevent repeated unnecessary database access, such as during commissary posting.

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As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
17	Describe how the functionalities of the software will serve the CCDOC, including the ability to maintain trust accounts	The Lockdown Inmate Banking System is the most advanced inmate trust system in the corrections marketplace. CBM Managed Services has included the expansive information about Lockdown in our proposal response. Please refer to the tab "Proposed Plan of Action" for additional information.
	Kiosks	The proposing Contractor must provide responses to questions 18-25 with a separate attachment :
18	Provide a complete solution architecture, hardware, software, diagrams and methods of operations.	Please refer to the "Other" Tab for additional information regarding the complete solution architecture, hardware, software, diagrams and methods of operations.
19	Provide operational plan and schedule for processing the weekly commissary order for the CCDOC in a complete and timely manner.	CBM Managed Services understands the importance of maintaining a strict and consistent schedule for the handout of inmate commissary orders. CBM proposes to import the commissary orders Monday-Friday and handout orders Tuesday-Sunday from 8am-4pm. If requested by CCDOC, CBM Managed Services would remain flexible to adjusting the current operations schedule and accommodate the CCDOC.
20	Provide a detailed listing of fees proposed to be charged to deposit/lobby kiosk users.	CBM Managed Services has included a detailed listing of fees proposed in the separately submitted pricing proposal.
21	Provide a detailed Business Continuity plan in the case of a disruption to the facility, computer system, product, employees, etc.	CBM Managed Services has read, agrees and will comply with this requirement. We have included detailed information about our business continuity plan in the tab "Proposed Plan of Action" of our proposal response.
22	Proposer shall supply details of Contractor's proposed mobile CTD which shall include, but not be limited to: technical specifications, software applications, hardware architecture and network capabilities.	The Ordering Kiosks mentioned in this proposal are Windows 10 x64-based devices with 4GB of RAM, a 1.6Ghz Intel Pentium processor with 2-cores and Hyperthreading, and 500GB hard drives. The kiosks are able to run on a wireless network or with an ethernet connection.

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As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
23	Describe how the vendor will provide maintenance on all of their hardware and software.	CBM Managed Services proposed on-site manager will be trained on all general maintenance of the Lobby & Booking Kiosks. Additional hardware will be stored at CBM Managed Services' local Chicago warehouse for quick repairs if needed. If any malfunctions occur, CBM Managed Services will notify CCDOC officials and repairs will be completed within a 24 hour period of time. Software maintenance will be done remotely by CBM or Tech Friends personnel through a remote access method approved by CCSO IT.
24	Describe and list the functions of the Ordering Kiosks- Including deployment and services offered.	The Ordering Kiosks will have the ability to perform the following functions: commissary ordering; security PIN changes; display of handbook, orientation video, PREA video, and facility documents; law library (if provided); and transaction history. In addition, our kiosks are capable of providing external video visitation and e-mail. Our tablets are able to do all of the above as well as educational material and inmate entertainment features.
25	Describe and list the functions of the Ordering Kiosks-Including deployment and services offered.	The Ordering Kiosks will have the ability to perform the following functions: commissary ordering; security PIN changes; display of handbook, orientation video, PREA video, and facility documents; law library (if provided); and transaction history. In addition, our kiosks are capable of providing external video visitation and e-mail. Our tablets are able to do all of the above as well as educational material and inmate entertainment features.
	General Operations	
26	Provide a statement addressing the minimum order fill rate and minimum order accuracy rate which they will perform in the provision of Commissary services at the CCDOC.	CBM Managed Services will strive to fill 100% of inmate orders weekly and our accuracy rate is currently operating at 99.6%. All orders are filled and delivered in a pre determined time frame.
	Staffing Plan	
27	Identify the staff who will serve in the capacity of on-site management, including their qualifications and credentials.. Describe the number of employees, including the qualifications and experience needed to provide commissary services at a facility housing in excess of 2,000 inmates. The Contractor's on-site staff must be dedicated solely to the purpose of providing commissary services.	CBM Managed Services has read, agrees and will comply with this requirement. We have included detailed information about our proposed staffing in the tab "Proposed Plan of Action" We will provide additional information identifying the on-site staff and management including their qualifications and credentials upon award.

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As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
28	Describe availability of your personnel and contacting management after normal business hours.	CBM Managed Services provides 24/7/365 Customer Service. An after-hours/holidays customer service phone number will be provided. Any on-site personnel will be available to the County as needed during and after normal business hours. The regional and corporate support management team is also available anytime, if issues arise after normal business hours.
29	Describe the processes of hiring practices and training procedures for employees and on-site management staff who will service the CCDOC.	Through CBM Managed Services Human Resources Department, we use various job posting websites (i.e. Indeed, Career Builder, Monster, etc.) to post job availabilities. All potential new-hire employees will go through a phone & in-person interview with the onsite manager. Each potential candidate must be able to pass a criminal background check and a pre-employment drug test. Background checks will be sent to CCDOC for final approval for employment. New hire employees will be given an orientation of the job and expectations, train with the on-site manager for a period of time and be re-evaluated after 30 days. On the job training is ongoing and unlimited.
	Commissary Delivery Services	
30	Describe policy and procedure for dealing with errors, missing product, and damages.	CBM Managed Services believes having a local warehouse in the Chicago area is beneficial, so that any errors, missing product and damages may be resolved the same day. If CBM staff members are unable to correct the issue, a commissary credit will be issued to the inmate the same day of delivery.
31	Provide operational policies and procedures that are applicable to all onsite commissary staff and off site commissary staff that are involved with CCDOC commissary delivery services.	CBM Managed Services onsite and off-site commissary staff will be trained on all company policies and procedures. Detailed information
32	Describe the level of CCDOC support and supervision necessary during the commissary delivery process.	CBM Managed Services will require minimal supervision from CCDOC for the commissary delivery handout. Supervision from CCDOC may be required on occasion if CBM commissary personnel encounter a dissatisfied inmate during the commissary handout.

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As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
33	Describe how inmate complaints concerning commissary products and services at CCDOC are handled.	CBM Managed Services agrees to respond to any inmate grievance or complaint in a timely manner, and will correct any applicable issues as they arise. All inmate grievances or complaints will be documented and kept on file for a specified amount of time.
34	How will the Proposer provide report of statistics for inmate grievances and outcomes of facilities currently under contract.	CBM Managed Services will maintain a report of all inmate grievances to Cook County. Grievances will be tracked with a ticket number, so they can be easily referenced and the status can be monitored until the grievance is considered closed and complete.
	Customer Service	
35	Describe procedures for processing inquiries related to lost/stolen cards & adjustments.	If a card is lost or stolen, the cardholder has a toll-free number they can call listed in the cardholder educational materials and in the cardholder agreement. It can also be found on the cardholder website. Once they are directed to a live agent, the card will be restricted so no further spending can occur and the cardholder will be given the option for a check refund or for a personalized card to be sent to them. If a check is requested, the cardholder's address will be verified, the card will be closed completely and the balance removed so a check can be issued and mailed. If a personalized card is requested, the cardholder's identification, if we do not already have it on file as may be the case with one-time use cards, must be verified. Cardholder's required information for a personalized reloadable card is full name, date of birth, social security number and address. Once the new card is received by the cardholder, the balance remaining on the "lost or stolen" card will be transferred to the new card so the cardholder can begin to make transactions with the new card.
36	Describe turnaround times for inquiries related to lost/stolen cards & adjustments.	Such inquiries are handled upon receipt as we operate a 24/7/365 cardholder support center. Checks and replacement cards are then mailed via USPS.
37	Specify what is the established response time for resolving inquiries related to lost/stolen cards & adjustment.	Checks or replacement card requests are fulfilled on the business day following the day in which such an inquiry was received. Checks and replacement cards are then mailed via USPS
	Startup Capabilities	

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As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
38	Provide a detailed start up plan for the provision of the proposed commissary services, inmate trust accounting system, debit/credit card release and kiosks services within 30 days from the date of the award of contract.	<p>CBM Managed Services has included expansive information regarding our startup capabilities. Please refer to the tab "Proposed Plan of Action" for additional details.</p> <p>With respect to the debit card program. Numi's typical launch time is 3 weeks so the 30 day window presents no challenge for us to provide the requisite training and the delivery of the product and all cardholder educational materials.</p>
	Debit/Credit Card Services	
39	The Proposer shall describe the methods and provide evidence of their ability to ensure the proposed rates.	Numi currently issues and manages over 700,000 new card accounts annually. Numi is very experienced in providing and supporting the products and services requested by this RFP working with over 500 different agencies nationwide with their card programs. Numi's programs are subject to Federal FDIC and OCC oversight to ensure compliance with all applicable laws regarding disclosures and fees
40	The Proposer must provide a description of the information offered to each cardholder. Sample must be submitted with response.	Numi has provided educational materials that every cardholder receives with their card. Due to the detailed information provided, we have included this information in the "Other" tab of our proposal response.

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Question No.	Questions	Proposer Response
41	The Proposer shall explain what differentiates their debit card service from other providers?	<p>Numi offers the only program that allows a cardholder to opt out of the card program for free and (a) request a check be mailed (b) remove all their funds at a bank teller (c) transfer all funds to a bank account. In addition to the opt out provisions above and very competitive fee plans, we offer far superior service, support and execution. Our bilingual 24/7/365 customer service center is available to help cardholders settle their accounts and refund invalid charges and/or disputes. To remove any remaining funds less than \$2.00, cardholders can:</p> <ul style="list-style-type: none"> • Withdraw their entire balance free of charge at every MasterCard member bank nationwide, including widely recognized national and regional banks such as Wells Fargo, Bank of America, US Bank, Chase Bank, and Citibank • Transfer their funds to their bank account as long as they have an account number and routing number. • Request a check be mailed to them at any time, if this is done prior to cardholder using the card for transactions, the check is mailed to them free of charge.

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Question No.	Questions	Proposer Response
42	Provide a description of the debit/credit card Inmate release services available,. Include a general workflow.	<p>Outlined below is a comprehensive overview of our offering. The typical user experience is as follows:</p> <ol style="list-style-type: none"> 1. User Login - Agency user logs onto Contractor's system. 2. Inmate Search - Agency user searches for inmate using designated identifier provided by Agency. 3. Inmate Located - Once inmate is located, Agency confirmed record and proceeds to loading. 4. Loading Card - Inmate information auto-populates into fields. Agency user input load amounts for: Inmate Trust Funds and Stipends 5. Secure Loading - Agency user scans barcode in a secure and sealed envelope which holds: Debit Card, Card Carrier with usage tips and Terms and Conditions 6. Receipt - Agency printed receipt for inmate to sign 7. Loaded and Activated Card - ready for immediate use by released inmate. 8. Upgrade to Personalized and Reloadable Card - To help reduce recidivism, Numi offers inmates a free upgrade to a personalized and reloadable card. This will provide inmates with a tool set to help teach financial responsibility with various ways to efficiently manage their funds. The card provides similar benefits and features compared to a checking account: Cash Reloading, Direct Deposit, Cash Reloading, Remote Check Deposit, Bill Pay, Mobile and online banking
43	The Proposer shall indicate how many customers they are providing debit card services for. The Proposer shall indicate how many of these customers are state or large local governments, and provide references for these governmental clients.	Numi services over 500 agencies in 45 states. Feel free to use any existing CBM site or TechFriends site as a reference, Numi maintains good relationships with them all.

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As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
44	The Proposer shall provide a brief description of their Debit Card service capabilities.	The cards provided shall be MasterCard prepaid debit cards. These cards can carry a maximum balance of \$9,999 and can be used everywhere MasterCard is accepted for both PIN and signature purchase transactions, including card not present transactions such as online purchases. In addition to using the cards for purchases, the cardholder can withdraw their entire balance free of charge at every MasterCard member bank nationwide, including widely recognized national and regional banks such as Wells Fargo, Bank of America, US Bank, Chase Bank, Citibank, Bank of the West, Union Bank and RaboBank. Should the cardholder wish to use an ATM versus withdrawing their entire balance free of charge from a bank teller, the cards also work on the Cirrus, NYCE, and MoneyPass ATM networks. The MoneyPass ATM network allows surcharge free ATM transactions at over 23,000 of MoneyPass ATMs nationwide and over 1,800 MoneyPass ATMs in California. Please also note that in addition to the MoneyPass ATMs depicted, all 7-11 stores will be joining the MoneyPass network to provide additional coverage. The rollout of all 7-11 stores is scheduled to begin in Q3 of 2017.
45	The Proposer shall indicate what happens to funds that are sent to an incorrect account number.	Numi will void the wrongly loaded card in question which will automatically return the funds back to the County and close the card. The County can then reload another card correctly for the cardholder.
46	Describe the options available to a cardholder to transfer funds to a different and separate account.	Cardholders can transfer their funds online for free anytime to their bank account as long as they have an account number and routing number.
47	The Proposer shall explain how balances are transferred to the card.	Loads occur via API calls using the inmate banking system. Funds are immediately available. Funds are then ACH'd from the county on the next business day.

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Commissary and Inmate Banking Services RFP

Appendix V : Inmate Commissary and Banking Questions and Responses

(Please note: additional Confirmation Tab must submitted with Proposal)

As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
48	The Proposer shall describe the current debit/credit card authorization and release process.	<p>The debit card release program has been streamlined to eliminate errors by staff. The process is as follows:</p> <ol style="list-style-type: none"> 1. Releasing inmate's account is accessed 2. The Release button is clicked 3. If the system is configured with debit release as the default, the releasing officer will click the Swipe button. 4. The system will prompt for the card to be swiped using the encrypted card swipe. 5. Once the card is swiped, a message will provide acknowledgement and the OK button is clicked. 6. The card is immediately active with the inmate pin being assigned the last four digits of the card. 7. Information as to the fees and usage will be provided to CCDOC in the form of a pamphlet that must be provided to releasing inmate 8. If a card is issued in error, it can be voided and the funds are returned to the account.
49	The Proposer shall describe the methods available to the cardholder to choose or change their PIN under the following circumstances: After initial issuance of card, Lost/Stolen Card, Forgotten PIN, and/or PIN compromised	<p>In addition to unique 16 digit card numbers and unique PINs, number assigns each card a Customer Number to a card, which acts as a proxy, to reduce the PCI scope/burden for all of those administering the program. This includes agency staff, Numi's call center, and account management teams. The card program can so be set up so that agency staff can set the PIN or auto generate a unique PIN for the recipient. Only the cardholder can change the PIN after the initial one is assigned. They may do so either by calling Numi's 1-800 number or by logging into the customer portal.</p>

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As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
50	The Proposer shall indicate if the debit card product is PIN based, and describe the capabilities.	Under the MasterCard card program to be provided, which will allow for both PIN and POS signature transactions, there will not be any fees for purchases and the cards are accepted everywhere Mastercard is accepted. Please note it is Numi's standard business practice to disclose all fees and to provide a list of key fees directly on the back of the card. The cards can be used at any ATM that accepts MasterCard and can be used to withdraw funds. In addition, we can also offer surcharge free ATM access at more than 20,000+ MoneyPass ATM locations. Please visit www.moneypass.com to see the numerous locations in your area.
51	List local locations within Cook County, where cardholder's may withdraw funds from the debit/credit release card free of charge.	Every merchant that allows POS cash back and every MasterCard member bank, where they can obtain a free teller withdrawal. At any MoneyPass ATM nationwide. For locations go to https://www.moneypass.com/atm-locator.html
52	The Proposer shall explain by which means can cardholders get access to their funds at minimum or no cost, after their release. Describe in detail, other than POS and ATMS, what other methods does the proposer offer to the cardholder to access their funds at minimum or no cost.	<ul style="list-style-type: none"> • Withdraw their entire balance free of charge at every MasterCard member bank nationwide, including widely recognized national and regional banks such as Wells Fargo, Bank of America, US Bank, Chase Bank, Citibank and many more • Transfer their funds to their bank account as long as they have an account number and routing number. • Request a check be mailed to them at any time prior to using the card for transactions, the check is mailed to them free of charge.
53	The Proposer shall indicate if each cardholder has inquiry and transaction history access to his/her account. Describe the formats or methods offered e.g., Automated IVR, Internet, Customer Service, ATM, Other.	The cardholder can access their account, including access to transaction history using all of the methods listed above.
54	The Proposer shall indicate where the cardholder can use the Debit/Credit Card to withdraw cash without paying an ATM surcharge after the Inmate is released.	At any MoneyPass ATM nationwide. For locations go to https://www.moneypass.com/atm-locator.html

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Appendix V : Inmate Commissary and Banking Questions and Responses

(Please note: additional Confirmation Tab must submitted with Proposal)

As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
55	Describe the processes for properly handling, and processing all protests of funds and chargebacks. Except as authorized in writing by the CCDOC, no funds received by CCDOC shall be returned.	<p>There are generally two types of fraud on the cards. One type is cardholder reported fraud or "unauthorized use". The cardholders will be able to dispute these unauthorized use claims. The cardholder will have a toll-free number they can call to report the fraud and all unauthorized use claims over \$20 will be disputed within 10 days of receipt of the claim. The County will not have to partake in cardholder fraud claims and provisional credits will be issued by Numi Financial.</p> <p>The second type of fraud risk is internal fraud or theft at the County by a County employee. In the unfortunate event that this occurs, Numi is able to assist the County and the local authorities in catching the perpetrator and freezing the cards to limit the loss. It is Numi's policy that if any fraud has been directly caused by an employee of the County, that the County will be solely liable for the fraud loss and no provisional credits will be forthcoming from Numi.</p>
56	Describe how the Proposer will report transaction data loss or security compromise to Cook County by following the internal Sheriff notification procedures. The Proposer must be Payment Card Industry Data Security Standard (PCIDSS), Site Data Protection (SDP) where applicable.	<p>Not only is Numi PCI DSS 3.2 Certified, Numi has developed a unique and secure system designed to drastically reduce the PCI scope of its Clients.</p> <p>Cards can be loaded either by typing a unique identifier in the window of a sealed and secured envelope, or by scanning the barcode through the window. This eliminates any exposure of the 16 digit card numbers to County's staff, which drastically reduces the PCI burden. 16 digit card numbers are never stored or transmitted by the County.</p>
57	Describe how the Proposer will provide and maintain merchant agreements with all major credit card companies, at beginning of implementation and when there are any compelling changes to those agreements. Proposer must implement credit card acceptance services according to "Local Government Acceptance of Credit Card Act".	Tech Friends has offered credit card services through the major card companies for over a decade without interruption in services due to changes in agreements or processors.

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(Please note: additional Confirmation Tab must submitted with Proposal)

As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
58	Describe the Proposer's business continuity plan for its services that fully describes the backup and recovery procedures of the system software, the database and the equipment.	<p>Lockdown has flexibility to take backups both daily and point-in-time through its use of the SQL Server back-end. Daily backups, at a minimum, are taken and kept on a second hard drive as well as uploaded to an offsite location in the event of a catastrophic system failure.</p> <p>Due to Federal banking regulations that Numi is subject to and has long been in compliance with, Numi is well experienced in the maintenance and security of securely storing and providing access to data for an extended period of time. Numi has both system backups and a disaster recovery plan.</p>
59	Describe what process the Proposer will utilize to provide training to the Cook County Sheriff office as part of a comprehensive Disaster Recovery Plan.	<p>Proposer implements an "ADDIE" training process including onsite, hands-on training and support-led instruction.</p> <p>Numi's initial training will last approximately 30 - 45 minutes for administrators. Content of the training goes over the following topics:</p> <ul style="list-style-type: none"> • Card Storage • Card loading procedures • Card destruction procedures • Cardholder Overview - accessing their funds • Accounting and Reporting - Card load summaries and self-service portal • Automatic Inventory System • Facility Support - 24/7 Jail Support Hotline • Collateral Materials <p>Ongoing training for administrators is conducted on an as-needed basis or by request.</p> <p>For cardholders, we provide educational materials free of charge. Educational materials include FAQ posters, wallet-sized information cards containing card usage tips, terms and conditions, and access to the cardholder website. All materials also direct cardholders to go online to www.numericard.com and/or to call our 24/7 toll free number for additional support.</p>

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Commissary and Inmate Banking Services RFP

Appendix V : Inmate Commissary and Banking Questions and Responses

(Please note: additional Confirmation Tab must submitted with Proposal)

As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
60	Provide printed examples of an inmates account transaction history, which includes the following account transaction types : 1) Money Order deposits held for a two week period 2) Use of held funds during that two week period for commissary orders 3) partial refunds of a commissary order 4) cash deposits from booking kiosk 5) wire transfer deposit, e.g. western union 6) transfer transactions 7) third party check issuance 8) balance clearing abandoned funds	We have included a detailed example of an inmates' account transaction history in our proposal response. Please refer to the tab "Other" for this information.
61	Contractor shall provide a chart of all transaction fees and post by each CTD.	CBM Managed Services has read, agrees and will comply.
62	Specify the particular brand and ability to provide all of the following: single load, reloadable, and instant issued type cards.	Numi Financial can provide all 3
63	The Proposer shall indicate if the debit/credit cards have an expiration date. If they do, indicate when they expire from date of issuance to detainee.	The expiration date is 3 years from the date of issuance to detainee. This information is printed on the front of the card.
64	The Proposer shall indicate what happens to the funds of inactive cards that still have a balance.	The monthly maintenance fee or inactivity fee is applied to such funds.
65	Describe the process and include how cards can be ordered.	With Numi's proprietary inventory management system, county would not have to manually order card inventory. Numi has been successfully using its automatic inventory system for the past seven years. Using this inventory system, Numi can guarantee that every designated office/facility will have a one month's supply of card inventory on hand at all times. In addition, should County require additional inventory, County can contact the designated account management team via the Numi Portal or designated 1-800 number that is available 24/7/365 to request additional inventory.
66	Specify how much money a cardholder can obtain via one transaction at the ATM.	The balance of the card, subject of course to ATM host limits, but there is no limit on the card. If an ATM would allow a \$7,000 withdrawal, the card will as well. Typically ATMs are capped at amounts much lower than that (i.e. \$400)
67	Specify the daily POS limits, if any.	30 transactions a day up to max balance on card.

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Appendix V : Inmate Commissary and Banking Questions and Responses

(Please note: additional Confirmation Tab must submitted with Proposal)

As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
68	The proposer must describe the particular brand (e.g. VISA , MasterCard) of card that will be issued to CCDOC inmates upon their release. Proposer must provide a card that has single load ability, is a reloadable card and an instant issue card.	Numi can provide One-Time Use/Instant Issue and Reloadable MasterCard cards. These currently have the same minimum and maximum values although both are customizable. Alternate minimum and maximum values are fully customizable and can be set to meet County's needs.
69	The Proposer must describe how they plan to provide prepaid (loadable/reloadable) debit/credit card program that can be issued to inmates, at their option, upon discharge from the CCDOC. An inmate's remaining funds at the time of discharge would be loaded onto the card. Describe how the inmate would activate the card.	The card would be available to all inmates upon discharge and be loaded instantly via API call through the inmate banking system. The card would also come with a default PIN set to the cardholder's date of birth. The PIN could be changed anytime by the cardholder. Due to the fact that every cardholder, under the program proposed can use the card to make purchases and obtain cash back free of charge and could also opt out of the card program altogether and visit a bank teller or call Numi and request a check be mailed to them, we propose that every inmate being discharged receives a card.
	Menu Requirements	
70	Proposer must provide examples of reports and describe how CCDOC will access the Contractor's on-line system for management information/reports that will be made available to CCDOC; include any specific hardware and software requirements.	Lockdown Inmate Banking System supports over 100 different accounting reports and records. These reports are provided in real time and can be set for specific date ranges or per specific inmate. We have included a detailed list of what report types are available in Lockdown.
71	Describe the order picking technology that will be used for CCDOC inmate orders within the fulfillment center, including the registration of bar coded pick slip details to mobile RF Mobile terminals for 100% accuracy verification during the picking process and also including on-line identification of picker id code and pick date/time stamping. Proposer may use their discretion for inventory/delivery control. The CCDOC requires an audit of pickers including date and time for all CCDOC orders.	CBM Managed Services uses LightSpeed Automated Fulfillment System. This system uses an iPad which shows both item description and pictures of the product to ensure 100% accuracy. Within the LightSpeed software, the system assigns each employee a 4-digit code that allows CBM Managed Services to audit for accuracy. Inmate commissary receipts can be customized with bar codes, detailed items purchased, starting and ending inmate account balances, housing locations, etc.

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Commissary and Inmate Banking Services RFP

Appendix V : Inmate Commissary and Banking Questions and Responses

(Please note: additional Confirmation Tab must submitted with Proposal)

As part of technical submission, Proposers must respond to the following questions:

Question No.	Questions	Proposer Response
72	The Proposer must describe how they will adapt to all Cook County Sheriff's Office computer software, wiring, and programming and hardware upgrades implemented by the department (including integrating and interfacing) at no cost to the County.	Lockdown is based on the .NET platform which helps ensure compatibility with Windows Operating Systems that have not reached end of life, including future releases; .NET is a hardware independent platform. The network requirements also require only single directional access which provides flexibility in the network security models implemented between the clients and server.
73	The Proposer must describe how they will carry forward at least five years of inmate financial transaction detail from the current system to your system should you be awarded the commissary	Dependent on a mutually agreeable export being provided for the transactions, the proposer will import transactions into a read-only database for reporting purposes.

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Commissary and Inmate Banking Services RFP
Appendix V: Inmate Commissary and Banking Questions and Responses

As part of technical submission, Proposers must agree to the following:

Confirmation No.	Hardware and Technical Requirements	Confirm
1	Provide maintenance of all Contractor provided hardware is the sole responsibility of the Contractor throughout the life of the contract and a mutually agreed upon number of hardware devices must be immediately available on the CCSO's premises to immediately replace failed hardware.	CBM Managed Services has read, agrees and will comply with this requirement.
2	Describe how the County will use for remote access to the inmate banking system for issue resolutions and system upgrades is both Microsoft's remote desktop and Cisco VPN. The CCSO requires secure access to the Inmate Banking System for issue resolution and system upgrades. Describe vendors plan to address the current strategy	CBM Managed Services will install a VPN which will give secure access to the Inmate Banking System for issue resolution and upgrades.
3	Proposer must provide for regular pest control services an agreed upon basis in all areas under their control.	CBM Managed Services has read, agrees and will comply with this requirement.
4	Keep all fees to an absolute minimum. The contractor will not increase or change any fees without the express written consent of the CCDOC.	CBM Managed Services has read, agrees and will comply with this requirement. We have included detailed information with regard to fees charged in our separately submitted Pricing Proposal.
5	Agree that if any malfunctions occur, the contractor will immediately notify CCDOC officials, and repairs will be completed within 24 hours of receiving a report of the malfunction or the equipment must be replaced at the contractor's expense.	CBM Managed Services has read, agrees and will comply with this requirement.

6	<p>Agree to report the following on a monthly basis:</p> <ul style="list-style-type: none"> -Kiosk repair requests and time to repair. -Kiosk downtime and cause. -Number of external uses of kiosks system-wide. 	CBM Managed Services has read, agrees and will comply with this requirement.
7	May not utilize any County Facility for the purpose of conducting any other business other than CCDOC Commissary Operations.	CBM Managed Services has read, agrees and will comply with this requirement.
8	Need to advise the CCDOC in writing of any proposed layoff(s) which may significantly impact their ability to provide the service as agreed.	CBM Managed Services has read, agrees and will comply with this requirement.
9	Must not remove or reassign the management assigned to CCDOC from CCDOC for a minimum period of two years, without the prior written approval from the CCDOC Director or unless requested by the CCDOC Director.	CBM Managed Services has read, agrees and will comply with this requirement.
10	All Contractor's employees associated with the commissary operations will be subject and held to CCDOC's normal security and screening, the same as any other CCDOC employee.	CBM Managed Services has read, agrees and will comply with this requirement.
11	All Contractor's employees will be subject to security searches, pat-downs and electronic scans on a daily basis. Restrictions on items that cannot be brought into the complex will be strictly enforced.	CBM Managed Services has read, agrees and will comply with this requirement.
12	All Contractor's employees involved with the Commissary services for the CCDOC shall be subject to criminal background checks by the Cook County Sheriff including employees not located at the CCDOC but servicing the account at the Contractor's off site locations.	CBM Managed Services has read, agrees and will comply with this requirement.
13	All Contractor's employees working with the commissary services at the CCDOC shall be subject to drug testing as the Sheriff sees fit. This testing shall be done at Contractor's cost.	CBM Managed Services has read, agrees and will comply with this requirement.
14	<p>Agree to comply with the relevant sections of the Prison Rape Elimination Act of 2003 and the subsequent standards promulgated by the Attorney General of the United States (http://www.prearesourcecenter.org/sites/default/files/library/2012-12427.pdf) and be prepared to demonstrate their compliance with relevant standards, including employee selection, training, discipline and dismissal. The successful vendor shall agree to report all allegations of sexual misconduct, sexual assault, etc. as defined in the standards to the CCDOC by the close of business on the day the vendor learns of these allegations.</p>	CBM Managed Services has read, agrees and will comply with this requirement.

15	For all reports, the Contractor shall include the facility contact name and phone number of the individual who can verify the reported statistics.	CBM Managed Services has read, agrees and will comply with this requirement.
16	Provide each inmate commissary one time per week minimum, however the CCDOC Director reserves the right to increase the number of deliveries in consultation with the Contractor.	CBM Managed Services has read, agrees and will comply with this requirement.
17	Proposer must distribute, collect, and input commissary order forms into the Contractor's system.	CBM Managed Services has read, agrees and will comply with this requirement.
18	May only bring plastic pallets into the facility.	CBM Managed Services has read, agrees and will comply with this requirement.
19	Understands the current delivery schedule by day is Tuesday through Sunday from 8:00 a.m. to 4:00 p.m., with schedules being modified for Holidays, special delivery, weather related delays, etc. The Contractor may propose to deliver orders Monday through Friday, between the hours of 6:00 p.m. to 10:00 p.m., and on Saturday and Sunday, between the hours of 8:00 a.m. to 11:00 p.m.	CBM Managed Services has read, agrees and will comply with this requirement.
20	Must deliver products to the inmates in reusable see-thru bags. An example of this would be a nylon mesh bag. No plastic bags are to be used. The Contractor will be responsible for the products while in the reusable see-thru bags, and handle all returns and complaints. The inmate must sign a receipt form acknowledging receipt of the product, prior to opening the bag. Products will then be transferred to recyclable paper bags, and the Contractor will be responsible for collecting the reusable bags. Contractor must provide all bags used in delivery. Contractor shall provide sample bags with the proposal.	CBM Managed Services has read, agrees and will comply with this requirement.
21	All commissary items delivered by the Contractor will be received in a non-wood pallet. Examples may be neoprene, resin, plastic, etc.	CBM Managed Services has read, agrees and will comply with this requirement.
22	At the expiration of contract, agree to cooperate with the successive awarded vendor to assure that commissary service operations and inmate trust records are smoothly and accurately transitioned to the new Contractor. The current Contractor is required to provide to the CCDOC, on media to be specified by the CCDOC, a file of all ending inmate trust balances. At the end of this contract the final payment for Commissary Services will be withheld until the CCDOC is certain that trust data and balances have been accurately transmitted to the successive Vendor. This requirement is in addition to the technology requirements.	CBM Managed Services has read, agrees and will comply with this requirement.
23	All menu items and pricing shall be determined jointly by the CCDOC and the Contractor.	CBM Managed Services has read, agrees and will comply with this requirement.

24	All menu items require the approval of the CCDOC Director or designee.	CBM Managed Services has read, agrees and will comply with this requirement.
25	Menu items can be added or dropped only with the approval of the CCDOC Director or designee and that the CCDOC Director may reject any item. All products containing glass or alcohol are prohibited. All tobacco products are prohibited.	CBM Managed Services has read, agrees and will comply with this requirement.
26	Items which require the use of a microwave oven shall require approval by CCDOC Director. This approval includes but is not limited to the locations (e.g. housing units) within the CCDOC that these items may be sold.	CBM Managed Services has read, agrees and will comply with this requirement.
27	Suggestions concerning menu offering can come from either party. Menu items must be comparable to the attached current menu. All prices listed on the current menu include tax with the exception of postage. Inmates are charged all applicable Federal, State and Local Taxes. The contractor can choose how to identify taxes to inmates.	CBM Managed Services has read, agrees and will comply with this requirement.
28	Awarded Contractor must provide samples of each and every item to be offered on the commissary menu.	CBM Managed Services has read, agrees and will comply with this requirement.
29	Board price increases will not be tolerated nor will any price increase without a reasonable explanation. (Supplier increases would be an example of a reasonable explanation).	CBM Managed Services has read, agrees and will comply with this requirement.
30	All menu items should be priced not higher than prices charged for the same item in a local store. The vendor shall annually provide to the CCDOC Director a report of the costs for all items sold on the Commissary menu compared to the cost of the same items sold in local stores in the Chicago area. The comparison shall indicate the name(s) of the stores used for comparison and the date the comparisons were made.	CBM Managed Services has read, agrees and will comply with this requirement.
31	Proposer must allow for the CCDOC to add products to the commissary menu in an effort to increase revenue generated for the County.	CBM Managed Services has read, agrees and will comply with this requirement.
32	Proposer must provide separate commission rates for specific products that require the use of a microwave oven in order for that product to be consumed by the detainee (e.g. Ramen noodles, coffee)	CBM Managed Services has read, agrees and will comply with this requirement.

33	Current menu and pricing are included in this RFP and that they shall utilize this information to propose their menu which completely satisfies all of the current items. The proposer's proposed menu must also include the product brand name and size, for each item proposed. It is not necessary for the proposer's proposed menu to match the current brands and sizes. However, the proposer's proposed pricing shall not exceed the current menu pricing, on an ounce per ounce basis. The proposer's proposed pricing will be firm for a period of six (6) months from the contract start date, excluding increases in postage and taxes. Thereafter, any increases must be approved by the Sheriff and/or his designee.	CBM Managed Services has read, agrees and will comply with this requirement.
34	Separate bid rates exist for specific products that require the use of a microwave oven in order for that product to be consumed by the detainee (e.g. ramen noodles, coffee, popcorn, chili etc.), (nothing that requires refrigeration) due to CCDOC staff's involvement in monitoring the product and microwave oven usage. These items must be separated on the menu scan Ron form and/or order kiosk.	CBM Managed Services has read, agrees and will comply with this requirement.
35	Commissary sales will be paid on a monthly basis by the CCDOC to the contractor, less the contracted commission rate, after receipt of an approved invoice from the contractor.	CBM Managed Services has read, agrees and will comply with this requirement.
36	The Proposer is not permitted charge backs. CCDOC will to the extent allowable by law, cooperate in the review and processing of any chargeback's by providing necessary documentation.	CBM Managed Services has read, agrees and will comply with this requirement.
37	A reasonable estimate of annual sales can be used to determine monthly commissions with actual sales and commissions computed at least yearly. The amounts to follow is a representation of the annual revenue for the past 3 years. (e.g. 2014 - \$7,761,169.68, 2015 - \$7,734,359.63, 2016 - \$9,071,485.67)	CBM Managed Services has read, agrees and will comply with this requirement.
38	Commissionable sales shall be construed as all moneys received from the sales of merchandise, products, or services, less any sales of non-commissionable items (i.e. stamps and/or indigent kits), refunds, allowances, or adjustments for returns, defective or unsatisfactory merchandise, product or service, and applicable sale taxes. Final decisions on any disputes shall be made by the Executive Director of the Cook county Department of Corrections. Vendor is responsible for remitting all applicable Federal, State and Local taxes.	CBM Managed Services has read, agrees and will comply with this requirement.
39	Contractor shall provide a monthly sales report to the Director no later than the fifteenth of each month. The Sales Report must include the following information: (commissionable sales, non-commissionable sales, adjustments for credits and refund, a to-date total commissionable sales and commissions paid to the County).	CBM Managed Services has read, agrees and will comply with this requirement. We have included a sample monthly sales report with our response. It can be found in the "Other" tab of our proposal response.

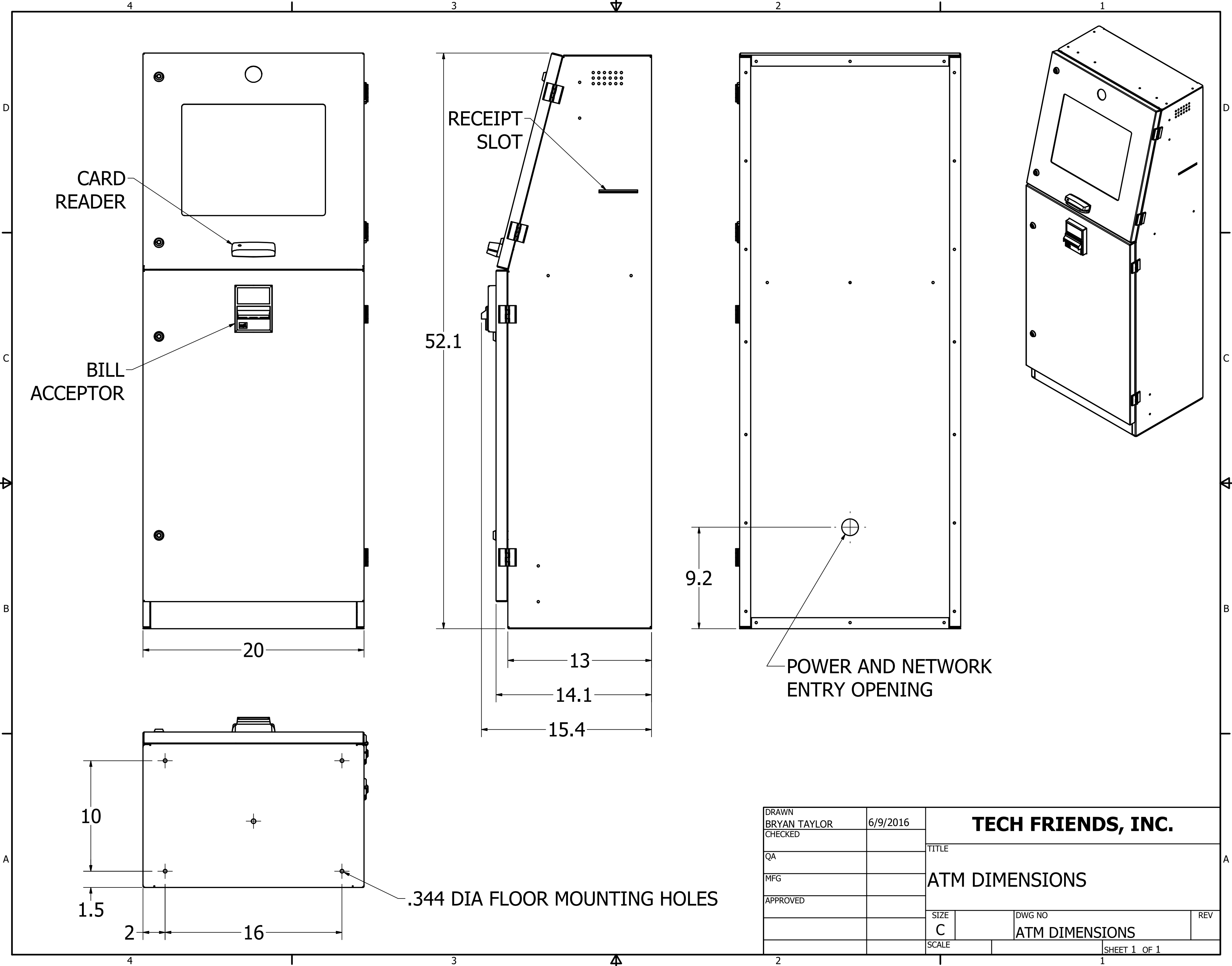
40

Provide Activity reports to CCDOC on an agreed upon basis (e.g., daily, monthly, quarterly, annually) that include for example, the following types of information: Funds amount received/daily transfers, Record count of daily transmission file, Dollar amount and record count of funds applied, Number of new accounts established

CBM Managed Services has read, agrees and will comply with this requirement.

ATTACHMENT 2

ATM Dimensions



DRAWN BRYAN TAYLOR	6/9/2016	TECH FRIENDS, INC.		
CHECKED		TITLE		
QA		ATM DIMENSIONS		
MFG				
APPROVED		SIZE C	DWG NO ATM DIMENSIONS	REV
		SCALE	SHEET 1 OF 1	

ATTACHMENT 3

Implementation Schedule

IMPLEMENTATION PLAN

30 Days from Installation

- » Install team goes to Cook County to complete a full assessment of project.
- » Conference call is scheduled to introduce all key Summit personnel.
- » Summit will order all hardware and necessary equipment.
- » Conference call with facility IT department to discuss the technology that will be installed.
- » Develop commissary menu and send to facility for approval.
- » Inmate Debit Card forms sent to Cook County for signature.
- » Pre-Install checklist of Q & A sent to client with list of operational questions.
- » Electrical work contracted out for install of Lobby Kiosks (if applicable).
- » Contact previous vendor discuss transition plan for data transfer.
- » Inmate telephone interface which will include commissary order by phone and real time debit phone time purchasing.
- » Begin JMS interface development and testing.

21 Days from Installation

- » Build the server and install all necessary software.
- » JMS Interface is completed and tested.
- » Summit will begin the hiring process of onsite employees.
- » Background Checks sent to CCDOC for approval.
- » Conference call with client to discuss all commissary restrictions, and grievances workflow charts. (i.e. spending limits, menu restrictions, indigent, etc.)
- » Test current active directory interface.
- » Phone interface is completed.

14 Days from Installation

- » Onsite staff hired.
- » Onsite manager begins orientation with new hires and begins training.
- » Sample data test file sent to developers to test the conversion files.
- » Commissary Menu approved and finalized.
- » Computers, Lobby Kiosks, booking kiosks are ready to be shipped to CCDOC.
- » Active directory file is tested and completed.
- » Commissary restrictions are created into the Lockdown™ Software.
- » Summit will provide online training of the Lockdown™ software.
- » Conference Call with CCDOC with updates on implementation schedule.

7 days from Installation

- » All office/paper supplies delivered at the facility.
- » Sample data test files import is tested and approved
- » Commissary Install Technicians arrive at CCDOC.
- » All hardware and equipment delivered to CCDOC
- » Inmate Debit Cards arrive at CCDOC
- » Conference Call with CCDOC with updates on implementation schedule

Week of Installation

- » Previous banking software is turned off and reconciled
- » Data Conversion sent to developers
- » JMS and phone interface goes live
- » Data Conversion is balanced; testing is complete and Lockdown™ goes Live
- » Summit install team will work with CCDOC for the duration of the install and all applications are running smoothly
- » Training is unlimited and ongoing

Business Continuity Plan

Summit's and Tech Friend's personnel are located in two geographically diverse locations, which means there is a backup support staff at all times.

In the event of a disruption to the use of the facility's premises, internet, or computer system, our backup procedure guarantees the availability of data no more than 24 hours old with which to begin restoring operations. Depending on the exact nature of the disruption, service could be quickly restored either on another available and suitable server on the facility's network or, if the premises of the facility have been rendered unusable, on the cloud with a link to the service distributed to CCSO personnel.

The Lockdown™ server will be a RAID-10 configuration which includes mirroring of the hard drives, as well as striped data storage across multiple hard drives allowing a failed hard drive to be replaced with minimal downtime. In addition to this, backups can be ran on a schedule and stored offsite using Carbonite backup.

Summit proposes that a spare server and hard drive(s) are kept ready to go at all times. This includes powering on the server and updating with Windows updates whenever this is done on the live server. Database backups will be stored in the Cloud and can be recovered at any time for restoration. Disaster recovery will include technicians' onsite to bring the Lockdown™ server up and ensure it is operational.