

**Invitation to Bid
For
The Summer Food Service Program**

Issued by:
CITY OF CHICAGO
(The Department of Family and Support Services)
On
March 11, 2013

**ONE (1) ORIGINAL and TWO COPIES OF THE PROPOSAL
TO BE SUBMITTED**

All proposals shall be submitted in sealed envelopes or packages addressed and forwarded to:

**Vanessa Rich
Deputy Commissioner of Children Services
Department of Family and Support Services
1615 West Chicago Avenue, 2nd Floor
Chicago, Illinois 60622**

The Bid opening will be held at 9:00 A.M. in room 2A.

The outside of the envelope or package must clearly indicate the title of the program, the name and address of the Respondent and the date and time the proposal is submitted.

**PROPOSALS MUST BE RECEIVED NO LATER THAN
9:00 A.M. CENTRAL TIME ON March 26, 2013, Rm. 205**



**Evelyn Diaz
Commissioner
Department of Family and Support Services**

**Rahm Emanuel
Mayor
City of Chicago**

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SECTION I. Invitation

A. Purpose of the Invitation to Bid

The Summer Food Nutrition Program is a federally funded program administered jointly through the Illinois State Board of Education (ISBE) and the Department of Family and Support Services (DFSS) to provide breakfasts, snacks and lunches for children ages 0-18 in Chicago. This Invitation to Bid is to solicit proposals from those parties interested in preparing and delivering the food for the Summer Food Nutrition Program. The program begins operations in May and run through August.

The City of Chicago has participated in the Summer Nutrition Program for over 40 years. Currently the Department of Family and Support Services (DFSS), administers and oversees the program. This Program is funded by the United States Department of Agriculture (USDA) and administered by the Illinois State Board of Education (ISBE). Our enrollment and sites are based on the free and reduced lunch program for District 299, Chicago Public Schools. Last year, the City provided over a million meals to children at over 400 sites throughout the city. Sites include community-based organizations, churches, parks, and public housing locations. Depending on the site, children receive breakfast, lunch, supper, pm snack, or some combination thereof. Meals are tailored to reflect the cultural diversity of the children we serve.

B. Background

The Department of Family and Support Services was created out of several former city departments and offices, including the Departments of Children and Youth Services, Human Services, and Senior Services, the Mayor's Office of Domestic Violence and parts of the Mayor's Office of Workforce Development, and the Ten Year Plan to End Homelessness, in order to provide more coordinated services for the city's most vulnerable citizens. The mission of DFSS is as follows:

"The Chicago Department of Family and Support Services is dedicated to supporting a continuum of coordinated services to enhance the lives of Chicago residents, particularly those most in need, from birth through the senior years. The department works to promote the independence and well-being of neighborhoods by providing direct assistance and administering resources to a network of community-based organizations, social service providers and institutions."

For further information about these and the other opportunities offered through the Department of Family and Support Services, please visit the DFSS website:

www.cityofchicago.org/fss

C. Anticipated Term of Contract and Funding Source(s)

The term of contracts executed under this Invitation will be from June 1, 2013 to May 31, 2014. The program will run from June 25 through August 23, 2013

Based on need, availability of funds, program regulation and design, and

contractor performance DFSS may extend this term for one year with four additional one- year extensions. In addition, respondents should be aware that payment for services by the City will be made on a reimbursement basis. Respondents should not plan to receive their first payment until up to 60 days after the beginning of the contract period. **Respondents must be able to proceed with program operations upon award notification.**

D. Eligible Respondents

This is a competitive process open to all entities: non-profit, for-profit, faith-based, private and public. Respondents whose existing contracts with DFSS are not in good standing will not be considered for a contract. Respondents not eligible include those that have had a City contract terminated for default; are currently debarred and/or have been issued a final determination by a City, State or Federal agency for performance of a criminal act, abridgement of human rights or illegal/fraudulent practices.

Successful respondents will have previous experience and appropriate licensure to provide food as outlined in Schedule C of the accompanying State of Illinois Invitation to Bid packet.

SECTION II. Submission Information

A. Proposal Deadline and Submittal Procedures

Please submit one original and two paper copies by 9:00 A.M. by Tuesday, March 26, 2013 to:

Vanessa Rich
Deputy Commissioner, Children's Services
Department of Family and Support Services
1615 W. Chicago Ave., 2nd Fl.
Chicago, Illinois 60622

Proposals will be accepted prior to the due date, from 9:00 a.m. to 4:00 p.m. Monday – Friday at the same location. All proposals must be complete. Incomplete proposals may not be reviewed. In-person or bonded messenger delivery of proposals is encouraged. Time stamped receipts will be issued as proof of timely submittal.

The bid opening for this Invitation will occur on March 26, 2013 at DFSS offices, 1615 W. Chicago Ave. Room 2A

No proposal will be considered complete and therefore reviewed unless the original copy is delivered and received at DFSS offices.

Proposals received after the due date and time may be deemed NON-RESPONSIVE and, therefore, subject to rejection.

B. Format of the Proposal

All Proposals must be prepared on 8 ½" x 11" letter size paper, typed, with page numbers, "1" margins, minimum 11 pt. font. It is the City's policy to encourage the use of reusable, recycled, recyclable and chlorine-free paper in the submission of all documents. Proposals must be securely bound to ensure that the entire contents remain complete and intact. Submit one (1) complete original signature set (clearly marked) "originals" and two (2) copies of all submission documents.

C. Contact Person Information

Respondents are strongly encouraged to submit all questions and comments related to this opportunity via e-mail. For answers to program-related questions program please contact:

Sharita Webb: sharita.webb@cityofchicago.org

All other questions regarding the administrative aspects of this submission may be directed to: Julia Talbot, jtalbot@cityofchicago.org.

D. Bidder's Conference

A bidder's conference will be held on **March 19, 2013 from 2:00 – 3:30 PM at 1615 W. Chicago Ave. Rm. 249A**. All those interested in attending should contact Sharita Webb at sharita.webb@cityofchicago.org and write "Summer Nutrition Food Program Bidder's Conference" in the subject line. Please indicate the name of the organization attending and how many wish to attend. Attendance at the bidder's conference is recommended but not mandatory.

E. Timeline

Release Date of this Request for Proposals:	March 7, 2013
Bidders Conference:	March 19, 2013
Application Due:	March 26, 2013, Bid opening in Rm. 2A
Anticipated Contract Start Date:	May 1, 2013

Section III. Evaluation

A. Process for Evaluation of Proposals

The contract will be awarded to the lowest responsible bidder conforming to all material terms and conditions of the Invitation to Bid, as specified in Section IV - Legal Requirements, Application, Section C - Instructions to Bidders, 10. Award of Contract. Each proposal must include the proposer's bid prices and calculate the extended prices for such line items, on the form entitled, "Section A, Invitation to Bid and Contract," included below. In addition, the proposals must contain such submissions as are necessary for the City to determine responsibility and responsiveness, in each of the categories covered in the following chart.

If accepted by the City, this Invitation to Bid, which consists of Section I, Invitation; Section II Submission Information; Section III Evaluation; Section IV Legal Requirements and Application Sections A,B,C,D,E,F,G, and Schedules A,B,C,D, and

Certificate Regarding Debarment, Bid Rigging Certificate, Certificate Regarding Lobbying, Disclosure of Lobbying Activities, and Instructions for Completely of SF-LLL Disclosure of Lobbying Activities; and Section V City Terms and Conditions and Exhibits A,B,C,D,E,F,G and H will become the contract.

Bidder Responsibility and Bid Responsiveness Criteria 2013 Summer Food Service Program

Bidder Responsibility and Bid Responsiveness Criteria	Minimum Standard(s) To Demonstrate Compliance	Evidence/Document(s) Required To Demonstrate Compliance
Financial Stability of Bidder	<ul style="list-style-type: none"> ◆ Three years of profitable financial performance ◆ No petitions for bankruptcy by contractor or principals of contractor 	◆ Provide copies of company financial statements for past three years
Bonding	◆ Bid bond for 5% of total bid and ability to provide a 10% performance bond	◆ Bid bond for 5% included with bid and ability to provide a 10% performance bond within 10 days of the contract award
Insurance	◆ Enforce insurance as required in bid document	◆ Sample certificate of insurance demonstrating required coverage
Experience	◆ A minimum of five years in food service management business	◆ Documentation of experience by bidding company
References	◆ The applicant will provide at least 5 customer references. DFSS will randomly contact references from list provided and references must have a satisfactory rating of at least 80%	◆ The applicant will provide a history of all organizations they have had contracts with in the past 5 years with contact information
Transportation Ability	◆ The applicant shall have the capacity to deliver meals requiring refrigeration throughout Chicago in a timely manner.	◆ Certificate of inspection of refrigerated trucks by Health Dept.
Health Department Inspections	◆ Not more than 2 critical citations within the past 2 years	◆ Copy of Health Inspection Reports for the last 2 years
Evidence of Longevity in Food Service Industry Serving Child Nutrition Programs	◆ At least 80% of contracts renewed over the last 5 years	◆ Documentation of all contracts lost over past 5 years. Randomly contact clients regarding non-renewals
On-Site Evaluations	◆ Three favorable on-site evaluations within the last 12 months	◆ Submit signed, executed copies of on-site evaluations

Meal Delivery	◆ Plan for delivery of meals	◆ Description of plan that accommodates DFSS Site's needs
Timely Delivery	◆ Not late more than 2 times per month	◆ References—list of clients over the past 3 years
Staffing Plans for Delivery Trucks	◆ Criminal background checks have been conducted on all delivery truck drivers	◆ Vendor certifies that all criminal background checks have been conducted for all delivery truck drivers
Staffing	◆ Proof that applicant will assign at least one regular staff person to manage this contract, specifically the day to day meal orders.	◆ Job descriptions and resumes of staff to be assigned to the program.
Meal Tracking	◆ Demonstration that applicant has in its possession a computer tracking system adequate to accurately track daily meal deliveries and charges	◆ Discussion, screen shots and sample reports of computerized tracking system demonstrating it's capacity.

B. Technology Requirements

The applicant must have a PC/laptop with a valid e-mail account that can send and deliver e-mails, a working fax machine and the capacity to submit claims electronically to the City of Chicago. The applicant must have the capacity to bill by site as well as meal type and distinguish between meals served and ordered on a daily, weekly, and monthly basis. The applicant must also provide that documentation within 30 days following the month of service or as agreed upon with the City of Chicago. Additionally, DFSS requires that the applicant include evidence of a computerized tracking system capable of tracking daily meal deliveries and charges.

Section IV. City of Chicago Legal and Submittal Requirements

A. City of Chicago Economic Disclosure Statement (EDS)

Respondents are required to execute the **Economic Disclosure Statement** annually through its on-line EDS system. Its completion will be required for those Respondents who are awarded contracts as part of the contracting process. More information about the on-line EDS system can be found at:

<https://webapps.cityofchicago.org/EDSWeb/appmanager/OnlineEDS/desktop>

B. Disclosure of Litigation and Economic Issues

Legal Actions: Respondent must provide a listing and brief description of all material legal actions, together with any fines and penalties, for the past five (5) years in which (i) Respondent or any division, subsidiary or parent company of Respondent, or (ii) any officer, director, member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:

1. A debtor in bankruptcy; or

2. A defendant in a legal action for deficient performance under a contract or in violation of a statute or related to service reliability; or
3. A Respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
4. A defendant in any criminal action; or
5. A named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
6. A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
7. A defendant or Respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

Any Respondent having any recent, current or potential litigation, bankruptcy or court action and/or any current or pending investigation, audit, receivership, financial insolvency, merger, acquisition, or any other fiscal or legal circumstance which may affect their ability currently, or in the future, to successfully operate the requested program, must attach a letter to their proposals outlining the circumstances of these issues. Respondent letters should be included in a sealed envelope, directed to Commissioner Evelyn Diaz. Failure to disclose relevant information may result in a Respondent being determined ineligible or, if after selection, in termination of a contract.

C. Agreement Obligations

By entering into a contract with the City, the Respondent is obliged to accept and implement any recommended technical assistance. The contract will describe the payment methodology. Payment will be conditioned on the Respondent's performance in accordance with the terms of its contract.

D. Funding Authority

This initiative is administered by the Department of Family and Support Services. All guidelines and requirements of the Department of Family and Support Services, the City of Chicago, State of Illinois, the U.S. Department of Agriculture must be met. Additionally all successful Respondents must comply with the Single Audit Act if applicable.

E. Insurance to Be Provided

Grantee must provide and maintain at Grantee's own expense or cause to be provided, during the term of the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

1. INSURANCE TO BE PROVIDED:

a) Workers Compensation and Employers Liability

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

b) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

Contractors or Subcontractors performing work or services for the Grantee must maintain limits of not less than \$1,000,000 with the same terms herein.

c) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Grantee must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Contractors or Subcontractors performing work or services for the Grantee must maintain limits of not less than \$1,000,000 with the same terms herein.

d) Property

All Risk Commercial Property Insurance including improvements and betterments must be maintained by the Grantee to insure against loss of or damage to building(s), equipment, materials, supplies and other contents related to the Grantee's leased or owned property site(s) that are part of the Agreement. Coverage extensions must include Valuable Papers. (See Below)

Grantee is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Grantee related to this Agreement.

e) Valuable Papers

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

2. ADDITIONAL REQUIREMENTS

Grantee must furnish the City of Chicago, Department of Family and Support Services, 1615 West Chicago Avenue, 3rd Floor, Chicago IL. 60622, and Comptroller's Office, Federal Funds Insurance Unit, 33 North LaSalle Street, Room 800, Chicago, IL 60602 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Grantee must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance

policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Grantee is not a waiver by the City of any requirements for the Grantee to obtain and maintain the specified coverages. Grantee must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Grantee of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Grantee must provide for 30 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Grantee.

Grantee hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Grantee in no way limit the Grantee's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Grantee under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Grantee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Grantee must require all subcontractors to provide the insurance herein, or Grantee may provide the coverage for subcontractors. All subcontractors are subject to the same insurance requirements of Grantee unless otherwise specified in this Agreement.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

F. Indemnity

The successful Respondent will be required to indemnify City of Chicago for any losses or damages arising from the delivery of services under the contract that will be awarded. The City may require the successful Respondent to provide assurances of performance, including, but not limited to, performance bonds or letters of credit on which the City may draw in the event of default or other loss incurred by the City by reason of the

Respondent's delivery or non-delivery of services under the contract.

G. False Statements

1. 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an proposal, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

2. 1-21-020 Aiding and Abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

3. 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

H. Compliance with Laws, Statutes, Ordinances and Executive Orders

Grant awards will not be final until the City and the respondent have fully negotiated and executed a contract. All payments under contracts are subject to annual appropriation and availability of funds. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the respondent in anticipation of a contract. As a condition of a grant award, respondents must comply with the following and with each provision of the contract:

1. Conflict of Interest Clause: No member of the governing body of the City of Chicago or other unit of government and no other officer, employee, or agent of the City of Chicago or other government unit who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interest, direct or indirect, in the contract.

The respondent covenants that he/she presently has no interest, and shall not acquire any interest, direct, or indirect, in the project to which the contract pertains which would conflict in any manner or degree with the performance of his/her work hereunder. The respondent further covenants that in the performance of the contract no person having any such interest shall be employed.

2. Governmental Ethics Ordinance, Chapter 2-156: All respondents agree to comply

with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a representation by the respondent that he/she has not procured the contract in violation of this order; and b) a provision that any contract which the respondent has negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the City.

3. Selected respondents shall establish procedures and policies to promote a Drug-free Workplace. The selected respondent shall notify employees of its policy for maintaining a drug-free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. The selected respondent shall notify the City if any of its employees are convicted of a criminal offense in the workplace no later than ten days after such conviction.

4. Business Relationships with Elected Officials - Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, as amended (the "**Municipal Code**") it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to the contract shall be grounds for termination of the contract.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse or domestic partner, or of any entity in which an official or his or her spouse or domestic partner has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse or domestic partner with an entity when such spouse or domestic partner has no discretion concerning or input relating to the relationship between that entity and the City.

5. Compliance with Federal, State of Illinois and City of Chicago regulations, ordinances, policies, procedures, rules, executive orders and requirements, including Disclosure of Ownership Interests Ordinance (Chapter 2-154 of the Municipal Code); the State of Illinois - Certification Affidavit Statute (Illinois Criminal Code); State Tax

Delinquencies (65ILCS 5/11-42.1-1); Governmental Ethics Ordinance (Chapter 2-156 of the Municipal Code); Office of the Inspector General Ordinance (Chapter 2-56 of the Municipal Code); Child Support Arrearage Ordinance (Section 2-92-380 of the Municipal Code); and Landscape Ordinance (Chapters 32 and 194A of the Municipal Code).

6. If selected for grant award, respondents are required to (a) execute the Economic Disclosure Statement and Affidavit, and (b) indemnify the City as described in the contract between the City and the successful respondents.

7. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4. Neither you nor any person or entity who directly or indirectly has an ownership or beneficial interest in you of more than 7.5% ("**Owners**"), spouses and domestic partners of such Owners, your Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (you and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "**Mayor**") or to his political fundraising committee during (i) the bid or other solicitation process for the contract or Other Contract, including while the contract or Other Contract is executory, (ii) the term of the contract or any Other Contract between City and you, and/or (iii) any period in which an extension of the contract or Other Contract with the City is being sought or negotiated.

You represent and warrant that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached you or the date you approached the City, as applicable, regarding the formulation of the contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

You shall not: (a) coerce, compel or intimidate your employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse your employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under the contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under

the contract, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If you violate this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject your bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between you and the City that is (i) formed under the authority of Municipal Code Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in Municipal Code Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in Municipal Code Ch. 2-156, as amended.

8. (a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.


(b) You are aware that City policy prohibits City employees from directing any individual to apply for a position with you, either as an employee or as a subcontractor, and from directing you to hire an individual as an employee or as a subcontractor. Accordingly, you must follow your own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by you under the contract are employees or subcontractors of you, not employees of the City of Chicago. The contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by you.

(c) You will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under the contract, or offer employment to any individual to provide services under the contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of the contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for

elected public office.

(d) In the event of any communication to you by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, you will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the Department. You will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the contract.

Section V. - City Terms and Conditions

	Services Agreement with the City of Chicago ("City")	Title of the Program: Summer Food Service Program
Contract (P.O.) Number:	Specification Number:	Vendor Number:
Name and address ¹ of Contractor ("You"):	City Department ("Department") and Address: Department of Family and Support Services 1615 West Chicago Avenue Executive Offices, 5th Floor, Chicago, Illinois 60602 Attn: Commissioner	State Agency: Illinois State Board of Education State Grant Number: _____ Federal Agency: U.S. Department of Agriculture, Food and Nutrition Service
C.F.D.A. Number and Program Name: 10.559 Summer Food Service Program for Children	Term of Agreement: Start Date/ Date of Agreement: End Date:	Contractor's Dun and Bradstreet Data Universal Numbering System ("DUNS") number:
Maximum Compensation:	Committed Compensation:	

Fund Numbers and amounts:

¹ Address must be a street address (Post Office boxes are not acceptable) from which Contractor administers programs providing Services principally to low and moderate income residents of the City of Chicago.

Special Conditions: the above grant is subject to the Special Conditions or limitations as are set forth in the attached page(s)

Brief Description of Program (the “**Program**”): The Grant funds are to be used to provide meals to children at approved food service sites.

SPECIAL CONDITIONS

You acknowledge and agree:

The City, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, has received a grant (the “**Grant**”) from the Illinois State Board of Education (“**ISBE**”) using funds from the United States Department of Agriculture (“**USDA**”), Food and Nutrition Service under the Summer Food Service Program, 42 U.S.C. §1761. Grant funds, and Corporate funds of the City, are to support the Program.

The City desires to enter into this Agreement with you to provide services under the Program. You represent that you have the institutional, managerial, professional and financial capability to provide services in connection with the Program to the full satisfaction of the City and that you are ready, willing and able to enter into this Agreement.

This Agreement will take effect as of the Start Date and continue through the End Date or until the Services are completed or until this Agreement is terminated, whichever occurs first (the “**Term**”). All Services must be performed within the Term and as more specifically required under this Agreement. “**Agreement**” means this Services Agreement, which is incorporated into the Invitation to Bid to which it is attached as Section V, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

Any payments under the first year of this Agreement will be made from Fund Numbers identified above and are subject to the annual appropriation and availability of funds. In subsequent years, the City may change the fund numbers at its sole discretion. The “**Maximum Compensation**” is the maximum compensation that you may be paid under this Agreement, without an amendment to this Agreement authorizing a higher amount.

Notwithstanding the Maximum Compensation, the amount of funds the City commits to pay to you as of the effective date of this Agreement (“**Committed Compensation**”) is reflected in the “Budget Summary” attached as Exhibit A and incorporated by reference. If the City has funds available, and those funds are appropriated for the services/programs covered by this Agreement and the grant agreements, if any, associated with those funds authorize the expenditure of the funds during the time period associated with the increased Committed Compensation, then the City, in its sole discretion, may increase the amount of Committed Compensation by written notification from the Commissioner of the Department or other legally designated official, as applicable (“**Commissioner**”) to you and subject to the satisfactory submission of a revised Budget Summary by you. You must submit a revised Budget Summary to the Department, for approval by the Department and the City Comptroller (Attention: Special Accounting Division), reflecting such additional funds, the cumulative Committed Compensation and the revised fund number. Once approved by the Department and the City Comptroller, the revised Budget Summary will supersede the Budget Summary, attached as Exhibit A. In no event will the cumulative Committed Compensation exceed the Maximum Compensation without a written amendment to this Agreement. In the event that the City pays you the total amount of

Committed Compensation for the Services without providing written notification of an increase in the amount of Committed Compensation, no further payments shall be made under this Agreement unless and until (a) the City has provided written notification of an increase in the amount of Committed Compensation and (b) the City has approved a revised Budget Summary submitted by you.

You must comply with all the Terms and Conditions of this Agreement including those found on Exhibit D, with all grant agreements or cooperative agreements pursuant to which the City received the Grant Funds including without limitation the Grant agreement with ISBE and also with the additional requirements associated with the Grant Funds, which may be found in Exhibit E. You warrant and represent that, with respect to any Grant Funds from which the City makes payments to you for the provision of services pursuant to this Agreement, neither you nor any of your employees, agents or subcontractors of any tier will act or fail to act in any way that would cause the City to violate any of the grant agreements or cooperative agreements under which the City received the Grant Funds.

You agree to comply with the requirements set forth in the following exhibits which are attached to and made a part of this Agreement. All provisions listed in the Exhibits have the same force and effect as if they had been listed in the body of this Agreement.

- Exhibit A Budget Summary (contained in ISBE State document)
- Exhibit B Scope of Services (Work Program - contained in ISBE State document)
- Exhibit C Economic Disclosure Statement and Affidavit (Certificate of Filing) – (see Section IV A.)

The signature page to this Agreement follows Exhibit C.

- Exhibit D Terms and Conditions
- Exhibit E Additional Agreement Provisions
- Exhibit F Insurance Requirements (see Section IV. E)
- Exhibit G HIPAA Requirements
- Exhibit H MBE/WBE Special Conditions

EXHIBIT A

BUDGET SUMMARY(IES)

(Contained in ISBE State document)

EXHIBIT B

SCOPE OF SERVICES
(WORK PROGRAM((S))

(Contained in ISBE State document)

EXHIBIT C

ECONOMIC DISCLOSURE STATEMENT & AFFIDAVIT

(Certificate of Filing attached)

Signature Page Services Agreement

Name of Contractor:	Contract (P.O.) Number:
---------------------	-------------------------

Signed at Chicago, Illinois:

City Acceptance	
Typed Name and Title of Accepting City Official:	Typed Name and Title of Authorized Contractor Official (executive director or corp. president) ¹ :
Commissioner, Department of Family and Support Services	
Signature of Accepting City Official:	Signature of Authorized Contractor Official:
Date of Signature:	Date of Signature:

Notarization of signature of Contractor Official:

State of _____
 County of _____

This instrument was acknowledged before me on _____ (date) by (name/s of person/s) as _____ (type of authority, e.g., officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed).

Signature of Notary Public

SEAL:

¹ If this Agreement is signed by any individual other than the corporate president or the executive director of Contractor, attach a copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, that permits the individual to sign the Agreement for Contractor.

Exhibit D
Services Agreement
Summer Food Service Program

TERMS AND CONDITIONS

ARTICLE 1: FUNDING CHANGES, TERM CHANGES

1.1 DEOBLIGATION / REPROGRAMMING OF FUNDS

At any time upon written notice to you the City, in its sole discretion, including without limitation based on periodic reviews of the spending levels under this Agreement, may reduce the Maximum Compensation and/or Committed Compensation. Upon reduction of the Maximum Compensation and/or Committed Compensation, you will fully cooperate with the City's deobligation and/or reprogramming of funds. See Article 4, *Compensation*, and other provisions for further terms and conditions related to compensation under this Agreement.

1.2 EXTENSION OPTION

See Section I.C.

1.3 EARLY TERMINATION

In addition to its termination rights under Section 4.3, *Reduction of Compensation*, and Article 7, *Events of Default & Remedies*, the City may terminate this Agreement, or any portion of it remaining to be performed, at any time, (a) upon written notice to you and, if required by applicable law or regulation, with your consent, and (b) upon written notice to you if ISBE terminates or suspends the Grant. If the City terminates this Agreement, other than pursuant to Section 4.3 or Article 7, then you will agree with the City upon termination conditions including, in the case of a partial termination, the portion to be terminated. The effective date of termination will be the later of the effective date stated in the notice or, if no date is given, the date the notice is considered received as provided under Article 9, *Notices*, of this Agreement.

You may terminate this Agreement upon 60 calendar days prior written notice to the City setting forth the reasons for the termination, the effective date and, in the case of a partial termination, the portion to be terminated, provided, however, that if you give notice of a partial termination, the City may terminate this Agreement in its entirety in accordance with 7 CFR 3016.44 or 7 CFR 3019.61, as applicable.

Upon termination of this Agreement, you will deliver to the City all finished or unfinished documents, data, studies, and reports prepared by you under this Agreement. Payment for the work performed before the effective date of such termination will be based upon a proration of the work actually performed by you to the date of termination, as determined by the Commissioner. Payment made by the City, pursuant to such proration, will be in full settlement for all Services rendered by you.

You must include in your contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision. You will not be entitled to make any early termination claims against the City resulting from any subcontractor's claims against you or the City.

1.4 YOUR CONTRIBUTIONS

You will contribute to the payment of expenses incurred in performing the Services, the amounts, if any, described in Exhibit A. Your contribution will be cash or in-kind.

1.5 NON-APPROPRIATION

If no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, the City will notify you in writing of such 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. No payments will be made or due to you under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

ARTICLE 2: YOUR DUTIES

2.1 SCOPE OF SERVICES (WORK PROGRAM)

You will carry out the Services pursuant to the Scope of Services (Work Program), attached as Exhibit B, and the Budget Summary, attached as Exhibit A, in accordance with the requirements of this Agreement. The Scope of Services (Work Program) is intended to be general in nature and is neither a complete description of your Services nor a limitation on the Services which you will provide. "**Services**" means, collectively, the services, duties and responsibilities described in this Article 2 and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

2.2 STANDARD OF PERFORMANCE

You will perform all Services with the degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the Services ("**Standard of Performance**"). You will use your best efforts on behalf of the City to assure timely and satisfactory completion of the Services. You acknowledge that in the performance of the Services, **TIME IS OF THE ESSENCE**.

You acknowledge that you are entrusted with or have access to valuable and confidential information and records of the City and with respect to that information, you agree to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or payment for any Services by the City does not relieve you of your responsibility for the professional skill and care and technical accuracy of the Services. This provision in no way limits the City's legal or equitable rights against you.

If you fail to comply with the Standard of Performance, you must, at the City's option, perform again, at your own expense, all Services required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See subsection 8.1(A), *Warranties and Representations*, regarding failure to comply with licensure requirements.

2.3 YOUR PERSONNEL; BACKGROUND CHECKS

If assignment of personnel is required for the proper completion of the Services or is otherwise required by this Agreement, then you will assign immediately and maintain for the duration of the Services, a staff of competent personnel that is fully licensed, equipped, competent and qualified to perform the Services. You will retain and make available to the City, state and federal agencies governing funds provided under this Agreement, proof of certification or expertise including, but not limited to, licenses, resumes and job descriptions.

If you provide any Services to children you shall, at your own cost and expense, comply with all applicable Federal, State and local laws, ordinances, policies, procedures, regulations, rules, requirements and executive orders relating to background checks, fingerprinting and screening procedures as in effect from time to time (the "**Legal Requirements**"). In connection with the Services, you will not permit any adult, whether a member of your staff or otherwise, to be involved with the Services or to have direct contact with children if any applicable Legal Requirements would prohibit such adult from having such involvement or contact.

2.4 Minority and Women's Business Enterprise Commitment

In the performance of this Contract, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("Municipal Code"), 2-92-420 et seq. (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth as an exhibit to this Contract.

The contract-specific goals for this Contract are as follows:

MBE 25%, WBE 5%

Contractor's completed Schedules C-1 and D-1, evidencing its compliance with this requirement, are a part of this Contract, upon acceptance by the Chief Procurement Officer. Contractor must utilize

minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City.

2.5 NON-DISCRIMINATION

In performing the Services under this Agreement, you must comply with applicable laws prohibiting discrimination against individuals and groups.

A. Federal Requirements

In performing the Services under this Agreement and in your employment practices you must not engage in unlawful employment practices, such as:

- i. failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to his or her compensation, or the terms, conditions, or privileges of his or her employment, because of such individual's race, color, religion, sex, age, handicap/disability or national origin; or
- ii. limiting, segregating, or classifying your employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of that individual's race, color, religion, sex, age, handicap/disability or national origin.

You must comply with, and the procedures you utilize and the services you provide under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq., as amended and the Civil Rights Act of 1991, P.L. 102-166; Fair Housing Act, 42 U.S.C. § 3601-3619; Executive Order No. 11246, as amended by Executive Order No. 11375 and by Executive Order No. 12086; Executive Order 13160 (2000); the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6106; Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-83 and 1685-86); the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; 41 CFR part 60 et seq. (1990); Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PL 104-193); and all other applicable federal statutes, regulations and other laws.

B. State Requirements

In performing the Services under this Agreement, you must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. and any rules and regulations promulgated thereunder, including, but not limited to, the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A, and all other applicable state statutes, regulations and other laws.

C. City Requirements

In performing the Services under this Agreement, you must comply with the Chicago Human Rights Ordinance, Municipal Code § 2-160-010, and all other applicable City ordinances and rules. Further, you must furnish, and cause every subcontractor to furnish, such reports and information as may be requested from time to time by the Chicago Commission on Human Relations.

D. Subcontractors Required to Comply

You will incorporate all of the provisions set forth in this Section in all subcontracts entered into with all suppliers of materials, furnishers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Agreement.

You must cause your subcontractors to execute such certificates as may be necessary in furtherance of these provisions. Such certifications will be attached and incorporated by reference

in the applicable subcontracts. If any subcontractor is a partnership or joint venture, you will also include provisions in your subcontract insuring that the entities comprising such partnership or joint venture will be jointly and severally liable for the partnership's or joint venture's obligations under the subcontract.

2.6 INSURANCE

You must provide and maintain or cause to be provided during the Term the insurance coverages and requirements specified in Exhibit F, insuring all operations related to this Agreement. You must submit Certificates of Insurance of the required coverages prior to this Agreement being fully executed to:

City of Chicago
Comptroller's Office
Federal Funds Insurance Unit
33 North LaSalle Street
Room 800
Chicago, Illinois 60602

In addition, you shall provide and maintain or cause to be provided during the term of this Agreement a fidelity bond covering every officer, director, agent or employee of yours who handles funds (cash, checks or other instruments of payment for program costs) under this Agreement, naming the City of Chicago as an additional insured, in the amount and on such other terms as are specified by the Department; provided, however, that the bond shall be in the amount of at least \$100,000. You must submit to the Department evidence of the fidelity bond prior to this Agreement being fully executed.

2.7 INDEMNIFICATION

- A. You must defend, indemnify, keep and hold harmless the City, ISBE, their respective officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:
- i. injury, death or damage of or to any person or property; and personal injury, sickness, or disease arising out of the Services, as well as any loss resulting from pilferage by your employees;
 - ii. any infringement or violation of any property right (including any patent, trademark or copyright);
 - iii. failure to pay or perform or cause to be paid or performed your covenants and obligations as and when required under this Agreement or otherwise to pay or perform your obligations to any subcontractor;
 - iv. the City's exercise of its rights and remedies under this Agreement; and
 - v. injuries to or death of any of your employees or those of any subcontractor under any workers compensation statute.
- B. "**Losses**" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of you, your employees, agents and subcontractors.
- C. At the City Corporation Counsel's option, you must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving you of any of your obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.
- D. To the extent permissible by law, you waive any limits to the amount of your obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any of your employees that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155

(1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute. Your waiver under this provision, however, is not intended and does not require you to indemnify the City for the City's own negligence in violation of the Construction Contract Indemnification for Negligence Act ("**Anti-Indemnity Act**"), 740 ILCS 35/0.01 et seq., if the Anti-Indemnity Act applies.

- E. The indemnities contained in this section survive expiration or termination of this Agreement for matters occurring or arising during the Term or as the result of or during your performance of Services beyond the Term. You acknowledge that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by your duties under this Agreement, including the insurance requirements under Section 2.6, *Insurance*. If a court or other governmental authority having competent jurisdiction determines any portion or provision of this Section to be inoperative or unenforceable under the Anti-Indemnity Act, the inoperative or unenforceable portion or provision will be deemed severed and deleted, and the remaining provisions will remain enforceable to the maximum extent permitted by applicable law.

2.8 NON-EXPENDABLE PERSONAL PROPERTY

You will comply with all Federal, State and local laws and ordinances regarding property ownership, use and management.

You will request and receive written authorization from the City and ISBE prior to the purchase of tangible personal property having a useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit with funds received pursuant to this Agreement ("**Non-expendable Personal Property**"). All Non-expendable Personal Property will be the property of the City to the extent that such property is not the property of the federal government or the State of Illinois.

You will maintain a current inventory listing of such Non-expendable Personal Property and will deliver a copy of such listing to the City on an annual basis. You will comply with 7 CFR 3016.32 or 7 CFR 3019.34, as applicable, in your management of Non-expendable Personal Property.

You will return all Non-expendable Personal Property to the City, upon the termination of the Services, completion of this Agreement or at any time requested by the Department. However, upon the receipt of the final inventory of all Non-expendable Personal Property, the City may allow such property to remain in your possession if the City, in its sole discretion, determines that the Non-expendable Personal Property is necessary for the performance of any new or other services by you for the City.

When this Agreement expires or is terminated, you will return to the City the balance of any funds received under this Agreement and any accounts receivable attributable to those funds. In addition, if you acquired or improved real property with funds received under this Agreement, then you will comply with 7 CFR 3016.31 or 7 CFR 3019.32, as applicable.

2.9 SUBCONTRACTS

All subcontracts and all approvals of subcontractors, regardless of their form, will be deemed to be conditioned upon performance by the subcontractor in accordance with the terms and conditions of this Agreement. The approval of subcontractors will under no circumstances operate to relieve you of any of your obligations or liabilities under this Agreement.

Upon entering into any subcontract, you will furnish the City with one copy of the subcontract for distribution to the Department. All subcontracts will contain provisions that require the Services to be performed in strict accordance with the terms and conditions of this Agreement and that the subcontractor is subject to all of the terms and conditions of this Agreement, including the rights of the City to approve or disapprove of the use of any subcontractor. As long as such subcontracts do not prejudice any of the City's rights under this Agreement and do not affect the quality of the Services to be rendered in any way, subcontracts may contain different provisions than are provided in this Agreement.

2.10 PROGRAM INCOME

You will return to the City all gross income received by you that is directly generated by the use of funds received from the City ("**Program Income**"), in any form or manner the City requires. Program Income is defined in the applicable provisions of 7 CFR 3016.25 or 7CFR 3019.24, as applicable. The City may require you to return all or part of any Program Income balances you hold at the end of the program year, subject to the exceptions described in 7 CFR 3016.25 or 7CFR 3019.24, as applicable.

2.11 RELIGIOUS ACTIVITIES

- A. You warrant that you will not engage in any inherently religious activities, such as worship, religious instruction, or proselytization, as part of or while carrying out the funded programs or services.
- B. You warrant that if you do engage in inherently religious activities, such as worship, religious instruction, or proselytization,
 - i. such activities will always be conducted separately, in time or location, from the funded programs or services; and
 - ii. any participation in such activities on the part of beneficiaries of the funded programs or services must be wholly voluntary.
- C. You warrant that you will not discriminate against a beneficiary or prospective beneficiary of the funded programs or services on the basis of religion, religious belief, or participation or nonparticipation in any inherently religious activities.
- D. If the Agreement involves any grant of funds for the acquisition, construction, or rehabilitation of structures, you warrant:
 - i. The room or space that the Grant funds will be used to acquire, construct or rehabilitate is not your primary place of worship; and
 - ii. Grant funds will be used only for those portions of the acquisition, construction, or rehabilitation of the structures that are attributable to eligible activities; and
 - iii. If in the future the structure is used for inherently religious activities or otherwise ceases being used for eligible activities, you will adhere to the rules on real property use and disposition and government reimbursement found in 7 CFR 3016.31 or 7 CFR 3019.32, as applicable.
- E. For purposes of this section, "beneficiary" means a child participating in a Program and, in addition, his or her parents, guardians, other responsible adults and family members.

2.12 DRUG-FREE WORKPLACE

You certify that neither you nor your employees shall engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Agreement. You must administer a policy designed to ensure that the program facility is free from the illegal use, possession, or distribution of drugs or alcohol by your beneficiaries. You must further maintain a drug free workplace in accordance with the requirements of the Drug Free Workplace Act of 1988 (Pub. L. 100-690 and 24 CFR 21), and the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and must implement specific policies and guidelines as may be adopted by the City. In addition, you must execute certifications pursuant to the Drug Free Workplace Act of 1988, as may be requested by the Department.

You will establish procedures and policies to promote a drug free workplace. Further, you will notify all employees of your policy for maintaining a drug free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. You will notify the City if any of your employees are convicted of a criminal drug offense in the workplace no later than 10 calendar days after such conviction.

2.13 ACKNOWLEDGMENT OF FUNDING SOURCES

- A. You will not make any public announcement with respect to the Services without the prior written approval of the City and advance notice to ISBE. You will conspicuously acknowledge the co-sponsorship of the City and ISBE on all promotional materials including, but not limited to, brochures, flyers, written or electronic public notices, news releases, public service

announcements, acknowledgments at any special events intended to promote the Services, or solicitation of the private sector. You will not attribute any statement to the City without the City's prior written approval.

All reports, maps and other documents completed as part of this Agreement, other than documents exclusively for internal use within the City, will contain the following information in a conspicuous place on the front of the report, map or document:

- i. the name of the City of Chicago;
- ii. the month and year of preparation; and
- iii. the name of the project.

B. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, you will clearly state:

- i. the percentage of the total costs of the program or project which will be financed with federal money;
- ii. the dollar amount of federal funds for the project or program; and
- iii. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

Such statement must not represent or suggest in any way that the views expressed are those of the federal government.

ARTICLE 3: REPORTING, MONITORING & DOCUMENTATION

3.1 REPORTING REQUIREMENTS

The City will set forth the specific reporting requirements, if any, in the Scope of Services (Work Program) attached as Exhibit B.

You agree, at all times during which you have active federal awards, to (a) maintain a current registration with the Central Contractor Registration (“**CCR**”) database or complete such other registration requirements as determined by the Director of the U.S. Office of Management and Budget, (b) obtain a Dun and Bradstreet Data Universal Numbering System (“**DUNS**”) number or update your existing DUNS record, one of the requirements for registration in the Central Contractor Registration, and (c) provide to the City all information required for reporting under the Federal Funding Accountability and Transparency Act (P.L. 109-282, as amended by Section 6202(a) of P.L. 110-252), including without limitation entity information, DUNS number, parent DUNS number, if applicable, and executive compensation data.

3.2 RECORDS

You will maintain and make available to the City information such as, but not limited to, dates of and reports or memoranda describing your activities that is necessary to assist the City in its compliance with all applicable laws. You will maintain all documents pertaining to this Agreement including, but not limited to, all financial, statistical, property and participant information documentation.

You will retain books, documentation, papers, records and accounts in connection with this Agreement in a safe place for at least **5 years** after the City and, if applicable, the federal government determines that you have met all closeout requirements for this Agreement (and, if later, (a) until any related litigation, claim or audit started during such 5-year period is finally resolved and (b) 4 years after disposing of any real property and equipment bought with Grant funds), and will keep them open to audit, inspection, copying, abstracting and transcription, and will make these records available to the City, USDA, ISBE, the United States Comptroller General, the General Accounting Office, the Auditor General of the State of Illinois, or the Inspector General of the State of Illinois at reasonable times during the performance of your Services and for the time period specified in this paragraph. You will comply with the record retention requirements contained in 7 CFR 3016.42 or 7 CFR 3019.53, as applicable.

You shall maintain, for a minimum of 6 years from the later of the date of final payment under this Agreement or the expiration of this Agreement, adequate books, records and supporting documents to comply with Health Insurance Portability and Accountability Act of 1996 (HIPPA) Public Law No. 104-191

If you conduct any business operations separate from the Services using any personnel, equipment, supplies or facilities also used in connection with this Agreement, then you will maintain and make available to the City, USDA, ISBE, and the United States Comptroller General, the General Accounting Office, the Auditor General of the State of Illinois, or the Inspector General of the State of Illinois detailed records supporting your allocation of the costs and expenses attributable to any such shared usages.

You will maintain books, records, and documents, and will adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted federal accounting principles and practices, as set forth in the applicable OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133.

Your failure to maintain any books, records and supporting documents required by this Section will establish a presumption in favor of the City for the recovery of any funds paid under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

No provision in this Agreement granting the City a right of access to records and documents impairs, limits or affects any right of access to such records and documents that the City would have had in the absence of such provisions.

You must maintain and provide to the City the following information and documents within the time periods indicated: (A) prior to this Agreement being fully executed, a copy of the executed lease for any real property you use in connection with the Services, an affidavit stating whether the landlord is a Related Party (as defined below), and with respect to any insurance, utility or other costs not based on your actual use, documentation satisfactory to the City in its sole discretion supporting the allocation of these costs to you; (B) within six months after the end of your fiscal year, annual financial statements that include a statement of your financial position and statement of activities, and a trial balance; provided, that delivery to the City of an audit conducted in accordance with OMB Circular A-133 and that satisfies all requirements described in Section 3.3, *Audit Requirement*, would satisfy the requirements of this clause (B); (C) within 30 days after the transaction occurs, a report of any transaction between you and any Related Party. For purposes of this Section 3.2, "**Related Party**" means any of your board members, officers or employees, and any relative of any of your board members, officers or employees.

3.3 AUDIT REQUIREMENT

If you are a not-for-profit corporation and are expending federal funds under this and other agreements totaling \$500,000 or more during your fiscal year, you must submit an audit conducted in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-07), OMB Circular A-133 (entitled "Audits of States, Local Governments and Non-Profit Organizations"), the compliance requirements set forth in OMB Compliance Supplement, and any additional testing and reporting required by the City. If an A-133 audit is required, that audit must cover the time period specified by OMB Circular A-133 and its implementing regulations. Organization-wide audited financial statements must, at a minimum, cover the Term.

You also are responsible for meeting, to the extent applicable, the audit requirements of the Fiscal Control and Internal Auditing Act, 30 ILCS 10 and any other audit requirements that may be imposed by law, rule or regulation or by ISBE, the Inspector General of the State of Illinois or the Auditor General of the State of Illinois.

If you are a for-profit corporation and are expending federal funds under this and other agreements totaling \$500,000 or more during your fiscal year, then you must submit a program-specific audit of the program(s) funded by the City under this Agreement. This audit must be performed in accordance with program-specific audit requirements contained in Section .235 of OMB Circular A-133, applicable program-specific audit guides, and with generally accepted government auditing standards (Government Auditing Standards). The audit must cover the time period specified by OMB Circular A-133 for program-specific audits. In addition to the audit opinion, reports, and schedules required by OMB Circular A-133, the program-specific audit shall include the following financial statements:

- Statement of Financial Position (Balance Sheet) (if applicable)

□ Statement of Activities (Revenue and Expenses)

If your organization has expended federal funds under this and other agreements totaling less than \$500,000 during your fiscal year, you must submit to the City a notarized "Delegate Agency Certification of Federal Expenditures" form certifying that your organization is exempt from Federal audit requirements for that year pursuant to OMB Circular A-133, Section .200(d). Copies of this Certification form may be obtained from the City's Office of Compliance.

You acknowledge that the City may perform, or cause to be performed, various monitoring procedures relating to your award(s) of federal funds, including, but not limited to, any audits or reviews related to compliance with the grant requirements.

You must submit the audit reports within 6 months after the end of the audit period. You must submit the audit, within this time frame, to the Department and to:

City of Chicago
Office of Compliance - Internal Audit Division
Attention: Circular A-133 Reviews
DePaul Center - Room 540
333 S. State Street
Chicago, IL 60604

If an OMB audit is required, you will also submit a copy of the audit via electronic submission, within the same time frame indicated in Sec. 320 of OMB Circular A-133, to the Federal Audit Clearinghouse using the Internet Data Entry System. Further, you must submit, with the audit, a report which comments on the findings and recommendations in the audit, including corrective action planned or taken. If no action is planned or taken, an explanation must be included. Copies of written communications on non-material compliance findings must be submitted to the Department and the City's Office of Compliance.

For fiscal years ending September 30, 2009 and later, all Single Audit reports filed with the Federal Audit Clearinghouse (FAC) will be made publicly available on the internet.

The City retains its right to independently audit you.

You also are responsible for meeting the audit requirements of the Fiscal Control and Internal Auditing Act, 30 ILCS 10, to the extent applicable.

If you are found in non-compliance with these audit requirements, by either the City or any federal agency, you may be required to refund financial assistance received from the City or the applicable federal agency(ies).

Each of the City, USDA, the United States Comptroller General, the General Accounting Office, ISBE or the Auditor General of the State of Illinois may in its sole discretion audit your records or those of your subcontractors, or both, at any time during the Term or within 5 years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that you or any of your subcontractors have overcharged the City in the audited period, the City will notify you. You must then promptly reimburse the City for any amounts the City has paid you due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or Services provided in the audited period, then you must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or Services provided in the audited period, then you must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of your not having maintained records as required under this Agreement, you must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Your failure to reimburse the

City in accordance with this Section 3.3 is an event of default under this Agreement, and you will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.4 CONFIDENTIALITY

A. All reports, deliverables and documents prepared, assembled or encountered by or provided to you under this Agreement are property of the City and are confidential, and you warrant and represent that, except as may be required by law, the reports, deliverables and documents will not be made available to any other individual or organization without the prior written consent of the Commissioner. You will implement measures to ensure that your staff and your subcontractors will be bound by this Section.

B. You must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding your Services or the project to which the Services pertain without the prior written consent of the Commissioner.

If you are presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in your possession by reason of this Agreement, you must immediately give notice to the Commissioner and the City's Corporation Counsel with the understanding that the City will have the opportunity to contest such process by any means available to it, before such records or documents are submitted to a court or other third party. You will not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

C. To the extent not defined herein, the capitalized terms below and in Exhibit G will have the same meaning as set forth in the Health Insurance Portability and Accountability Act ("HIPAA"). See 45 CFR parts 160, 162 and 164. You and all your subcontractors must comply with HIPAA and all rules and regulations applicable to you or them including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E; the Standards for Electronic Transactions, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. You must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16), the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1 through 17) and all other Illinois state statutes concerning the confidentiality, preservation, and disclosure of protected health information (as that term is defined in HIPAA) and the rules and regulations promulgated under those state statutes. If you fail to comply with the applicable provisions under HIPAA and the Illinois state statutes, rules and regulations concerning the confidentiality, preservation, and disclosure of protected health information, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided. Additionally, if you are a Business Associate you must comply with all requirements of HIPAA applicable to Business Associates including the provisions contained in Exhibit G. You shall maintain for a minimum of six (6) years all protected health information.

3.5 MONITORING

You will allow the City:

- A. to have access at all times to all facilities supported under this Agreement whenever requested by appropriate staff members of the City;
- B. to have access at all times to all staff supported under this Agreement whenever requested;
- C. to make physical inspections of the premises you use in the performance of the Services and to require such physical safeguards to safeguard the property and/or equipment authorized including, but not limited to, requiring locks, alarms, safes, fire extinguishers and sprinkler systems; and
- D. to be present at any and all meetings held by you, including, but not limited to, staff meetings, board of directors meetings, advisory committee meetings and advisory board meetings, if an item relating to this Agreement is to be discussed.

You must make staff available on a regular basis at meetings convened by the Department, for the

purpose of, but not limited to, making presentations, answering questions, and addressing issues related to the Services. Your chief executive officer, or his or her designee, will participate in all delegate agency conferences.

You must respond within 2 weeks to questionnaires, if any, regarding demographics, staff, quality, etc., from the Department.

Nothing in this Agreement will be construed as restricting or otherwise limiting the rights of the City toward the appropriate management of this program.

In addition to the foregoing requirements, you agree that:

(x). The City, ISBE and USDA reserve the right to inspect your preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.

(y). Your facilities shall be subject to periodic inspections by USDA, State and local health departments or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with USDA regulations.

(z). You shall provide meals which you prepare to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

3.6 INTELLECTUAL PROPERTY

A. Patents and Copyrights

The City reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City purposes, including, but not limited to, commercial exploitation:

- i. the copyright or patent in any work developed under this Agreement; and
- ii. any rights of copyright or patent to which you purchase ownership with the funds awarded pursuant to this Agreement.

If the federal government determines that a patent or copyright which is developed or purchased by you serves a federal government purpose, a royalty-free, non-exclusive and irrevocable license will vest in the federal government.

Any discovery or invention arising out of, or developed in conjunction with the Services will be promptly and fully reported to the federal government for a determination as to whether patent protection on such invention or discovery should be sought. The rights to such patent will be administered as set forth above and in 37 CFR Part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and implementing regulations.

B. Ownership of Documents

All required submittals, including but not limited to work products, materials, documents, and reports, if any, described in Exhibit B, will be the property of the City. During the performance of the Services, you will be responsible for any loss or damage to the documents while they are in your possession and any such document lost or damaged will be restored at your expense. If not restorable, you will be responsible for any loss suffered by the City on account of such destruction. Full access to all finished or unfinished documents, data, studies and reports to be prepared by you hereunder during the performance of Services will be available to the City during normal business hours upon reasonable notice.

C. Hold Harmless

Unless prohibited by state law, upon request by the Federal government, you will indemnify, save, and hold harmless the City and its officers, agents, and employees acting within the scope of their

official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by you of proprietary rights, patents, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any material or data produced under the Agreement.

3.7 TECHNICAL ASSISTANCE

You must attend at least one technical assistance session sponsored by the Department during the term of this Agreement.

ARTICLE 4: COMPENSATION

4.1 BASIS OF PAYMENT

You will be compensated for Services performed and costs incurred and paid directly by you pursuant to the Budget Summary, which is attached to this Agreement as Exhibit A and incorporated by reference as if fully set forth herein. Requests for budget revisions which do not affect the Maximum Compensation or Committed Compensation must be submitted for review and approval to the Department. If the Department approves and signs the request for budget revision, the Department will forward the request to the City Comptroller for final review, approval and processing.

4.2 METHOD OF PAYMENT

You will submit **MONTHLY** requisitions for reimbursement identifying the payment due for the Services performed and/or costs incurred and paid directly by you in such detail and supported by such documents as the City may require. Requisitions must be submitted within 15 calendar days after the end of the month in which the Services were performed and/or costs were incurred. The City will reject any reimbursement requisition that includes costs that were incurred or paid by any party other than you. The requisitions for reimbursement will be on a form provided and approved by the City. The City will use reasonable efforts to respond to your requisition for reimbursement within 60 calendar days after submission by either (a) processing the payment or (b) notifying you of the way in which the requisition is deficient and the adjustments you must make in order to receive payment. Within 45 days after receiving such notification from the City, and after completing such adjustment, you may resubmit a revised requisition for reimbursement and the City thereafter will use reasonable efforts to respond to your request within thirty (30) days by either (a) processing the payment or (b) notifying you of the way in which the requisition is deficient and the adjustments you must make in order to receive payment.

The requests for reimbursement and supporting documents will be sent to the Department's Mailing Address noted in the preamble of this Agreement.

You waive all rights to payment if the requisition for reimbursement is submitted later than 15 calendar days following the termination or completion of this Agreement. Costs incurred by you after the expiration date or after earlier termination of this Agreement will not be paid by the City.

4.3 REDUCTION OF COMPENSATION

If, after this Agreement is signed, anticipated local, federal and/or state funding is reduced for any reason, or the City determines in its sole discretion that your performance is not satisfactory, then the City reserves the right upon written notice to you to reduce or modify the Maximum Compensation, the Committed Compensation, the time for performance and/or the number of unfilled participant slots. If local, federal and/or state appropriations are reduced to such an extent that, in the sole discretion of the City, no funds will be available to compensate you under this Agreement, then the City will provide you notice of such occurrence. The notice will constitute notice of early termination in accordance with this Agreement.

If the Maximum Compensation and/or Committed Compensation is reduced, you will have 30 calendar days from the date of the written notice to submit a revised work program, budget or any other necessary document ("**Revised Submittals**") to the City reflecting the reduction in Maximum Compensation and/or Committed Compensation, as applicable, and accordingly modifying the Services to be performed. The City will have the discretion to modify the Revised Submittals as it may deem appropriate in order to realize the goals of this Agreement. The Revised Submittals will be reviewed by the Department. After (a) final approval and signature by the Department of the Revised Submittals and (b) final review and approval by the City Comptroller of the revised budget included in the Revised Submittals, the Revised Submittals will become a part of this Agreement superseding the relevant previous documents. If you fail to comply

with the written notice or submit Revised Submittals which are not accepted by the City, you must perform this Agreement as originally executed for the reduced Maximum Compensation or, if less, the reduced Committed Compensation.

4.4 ALLOWABLE COSTS

All costs allowed by the City Comptroller's Office, are not considered final and may be disallowed upon the completion of audits ordered or performed by the City or the appropriate federal or state agency. In the event of a disallowance, you will refund the amount disallowed to the City.

ARTICLE 5: NON-SOLICITATION

You warrant and represent that you have not employed any person solely for the purpose of soliciting or procuring this Agreement, and have not made, and will not make, any payment or any agreement for the payment of any commission, percentages brokerage, contingent fee or other compensation in connection with the procurement of this Agreement.

ARTICLE 6: DISPUTES

Except as otherwise provided in this Agreement, you must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to you by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

ARTICLE 7: EVENTS OF DEFAULT & REMEDIES

7.1 EVENTS OF DEFAULT DEFINED

In addition to any others mentioned elsewhere in this Agreement, the following constitute events of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by you to the City.
- B. Any material failure by you to perform any of your obligations under this Agreement including, but not limited to, the following:
 - i. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - ii. Failure to have and maintain all professional licenses required by law to perform the Services;
 - iii. Failure to timely perform the Services;
 - iv. Failure to perform the Services in a manner satisfactory to the City, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - v. Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - vi. Discontinuance of the Services for reasons or circumstances within your reasonable control;
 - vii. Failure to comply with any other material term or condition of this Agreement including, but not limited to, the provisions concerning insurance, compensation, reporting, monitoring, licensing and nondiscrimination;
 - viii. Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate, including changes in ownership, and to provide the updated EDS(s) to the City as

provided under Section 8.13, *Economic Disclosure Statement and Affidavit*, and

- ix. Any other acts specifically stated in this Agreement as constituting an act or event of default.
- C. Your default under any other agreement you may presently have or may enter into with the City during the Term. You consent that in the event of a default under this Agreement, the City may also declare a default under any other agreements the City has with you.
- D. Your failure to comply with Section 8.5, *Compliance with all Laws*, in the performance of the Agreement.
- E. Your violations of City ordinance(s) unrelated to performance under the Agreement that in the opinion of the Commissioner indicate a willful or reckless disregard for City ordinances and regulations.
- F. Any action or failure to act by you that causes the City to be in violation of any agreements it has with Federal or State departments or agencies.
- G. Any change in ownership or control of you without the prior written approval of the Commissioner (when such prior approval is permissible by law), which approval the Commissioner will not unreasonably withhold.
- H. Your failure, or the failure by any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to you, to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer. You agree that your failure to maintain eligibility (or failure by any Controlling Person with respect to you to maintain eligibility) to do business with the City in violation of Section 1-23-030 of the Municipal Code shall constitute an event of default.

7.2 REMEDIES

The occurrence of any event of default permits the City, at the City's sole option, to declare you in default. The City may in its sole discretion give you 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 City. Whether to declare you in default is within the sole discretion of the City and neither that decision nor the factual basis for it is subject to review or challenge, except to the extent that a statute or regulation applicable to the action involved entitles you to a hearing, appeal or other administrative proceeding.

The Commissioner will give you 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 Commissioner gives a Default Notice, the Commissioner will also indicate any present intent the City may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the City decides not to terminate, this decision will not preclude the City from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Commissioner may give a Default Notice if, within the cure period given in a Cure Notice, in the sole opinion of the City, you fail to effect a cure or fail to commence and continue diligent efforts to cure the event of default. When a Default Notice with intent to terminate is given as provided in this Section 7.2, you 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 process, to the City.

Following or at the same time as the Default Notice, the City may invoke any or all of the following remedies:

- A. The right to take over and complete the Services or any part of them as agent for and at your cost, either directly or through others. You will have, in that event, the right to offset from the cost the amount it would have cost the City under the terms and conditions of this Agreement, had you completed the Services;
- B. 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 City;
- C. The right of specific performance, an injunction or any other appropriate equitable or legal remedy

against you;

- D. The right to money damages;
- E. The right to withhold all or any part of your compensation;
- F. The right to deem you non-responsible in future contracts to be awarded by the City; and
- G. The right to declare default on any other contract or agreement you may have with the City.

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

The remedies under the terms and conditions of the 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 will impair any such right or power nor will it be construed as a waiver of any event of default or acquiescence in it, and every such right and power may be exercised from time to time and as often as the City deems expedient.

7.3 RIGHT TO OFFSET

To the extent permitted by applicable law:

- A. In connection with performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:
 - (i) if the City terminates this Agreement for default or any other reason resulting from your performance or non-performance;
 - (ii) if the City exercises any of its remedies under Section 7.2, *Remedies*, of this Agreement; or
 - (iii) if the City has any credits due or has made any overpayments under this Agreement.

The City may offset these incremental costs and other damages by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, you are liable for and must promptly remit to the City 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 City.

- B. As provided under Section 2-92-380 of the Municipal Code and in addition to any other rights and remedies (including any of set-off) available to the City under this Agreement or permitted at law or in equity, the City is entitled to set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by you to the City, as those terms are defined in Section 2-92-380.
- C. Without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against you unrelated to this Agreement. When the City's claims against you are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse you to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

7.4 SUSPENSION OF SERVICES

The City may, at any time, request that you suspend the Services, or any part of them, (a) by giving 15 calendar days prior written notice to you, (b) upon no notice in the event of emergency, or (c) upon no notice if the City determines that immediate suspension is necessary because of a serious risk of: (i) substantial injury to property or loss of project funds; or (ii) violation of a Federal, State, or local criminal statute; or (iii) if staff or participants' health and safety are at risk. No costs incurred after the effective date of the suspension will be allowed. You will promptly resume your performance of the Services under the same terms and conditions upon written notice by the City and such equitable extension of time as may be

mutually agreed upon by the City and you when necessary for continuation or completion of the Services. Any additional costs or expenses you actually incur as a result of recommencing the Services will be treated in accordance with the compensation provisions under Article 4, *Compensation*, of this Agreement.

No suspension will, in the aggregate, exceed a period of 45 calendar days within any one contract year unless the City has declared a summary suspension and the conditions creating the summary suspension have not been corrected. If the total number of days of suspension exceeds 45 calendar days, you, by written notice to the City, may treat the suspension as an early termination of this Agreement by the City under Section 1.3, *Early Termination*.

7.5 NO DAMAGES FOR DELAY

Neither you nor your agents, employees, and subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by you by reason of delays or hindrances in the performance of the Services, whether or not caused by the City. On notice to the City of a delay outside your control, you may request additional time to complete your performance. The decision to grant additional time is in the sole and absolute discretion of the City.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 WARRANTIES AND REPRESENTATIONS

You acknowledge, represent, warrant and covenant, as of the date of this Agreement and throughout the Term, that:

- A. you are appropriately licensed and/or certified under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license and/or certification is required by law and for which you are not appropriately licensed and/or certified;
- B. no officer, agent or employee of the City is employed by you or has a financial interest directly or indirectly in this Agreement or the compensation to be paid, except as may be permitted in writing by the City's Board of Ethics; that no payment, gratuity or offer of employment will be made by or on behalf of any subcontractors of any tier, as an inducement for the award of a subcontract or order; you acknowledge that any agreement entered into, negotiated or performed in violation of any of the provisions of City's Ethics Ordinance, Municipal Code § 2-156 *et seq.*, is voidable by the City; in accordance with 41 U.S.C. § 22, you must not admit any member of or delegate to the United States Congress to any share or part of the Services or the Agreement, or any benefit derived therefrom; and
- C. you are financially solvent; you and each of your employees, agents and subcontractors of any tier are competent to perform the Services required under this Agreement; and you are legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- D. you will not knowingly use the services of any ineligible contractor or subcontractor for any purpose in the performance of the Services under this Agreement;
- E. you and your subcontractors are not in default at the time this Agreement is signed, and have not been deemed 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 City of Chicago;
- F. you have carefully examined and analyzed the provisions and requirements of this Agreement; you understand the nature of the Services required; from your own analysis you have satisfied yourself 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 you warrant that you can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- G. you and, to the best of your knowledge, your subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code, the Illinois Criminal Code, 720 ILCS

5/33E-1, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

- H. you and your subcontractors understand and will abide by all provisions of Chapter 2-26-010 et seq. of the Municipal Code;
- I. 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 1.3, *Early Termination*, and 7.1, *Events of Default Defined*, of this Agreement;
- J. any violation of Chapter 1-21 of the Municipal Code, *False Statements*, is also cause for termination under Sections 1.3 and 7.1 of this Agreement;
- K. neither you nor any Affiliate is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. "Affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise; and
- L. you are current as to the filing and payment of any Governmental Charges (as defined in Section 8.5, *Compliance with all Laws*) and/or related returns and you are not delinquent in your payment of Governmental Charges.

8.2 INSPECTOR GENERAL

It is your duty and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of your officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. You represent that you understand and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that you will inform subcontractors of this provision and require their compliance.

8.3 WHOLE AGREEMENT-INTEGRATION

This Agreement, including attached Exhibits A through G, constitutes the entire agreement between the parties, and no warranties, representations, inducements, considerations, promises or other inferences will be implied that are not expressly stated in the Agreement. Except as described in Section 8.4(A), *Modifications and Amendments*, no variation or amendment of this Agreement and no waiver of its provisions are valid unless in writing and signed by your duly authorized officers and those of the City. This Agreement supersedes all oral or written agreements or understandings on the subject of this Agreement between you and the City.

8.4 MODIFICATIONS AND AMENDMENTS

(A) This Agreement is subject to such modifications as the City determines may be required by changes in Federal, State or local law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein.

(B) Except as described in Section 8.4(A), no changes, amendments, modifications, cancellations or discharges of this Agreement, or any part of it are effective unless in writing and signed by you and the City, or their respective successors and assigns.

8.5 COMPLIANCE WITH ALL LAWS

(A) You must observe and comply with all applicable laws, ordinances, rules, executive orders and

regulations of the federal, state, local and city government, which may in any manner affect the performance of this Agreement, all of which will be deemed to be included in this Agreement the same as though written herein in full. You are responsible for ensuring compliance with all applicable laws, rules and regulations, including but not limited to those specifically referenced herein, and for paying when due all Governmental Charges and obtaining all required licenses, certificates and other authorizations. Except where expressly required by applicable laws and regulations, the City shall not be responsible for monitoring your compliance. Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

(B) You have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of any program facility. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending your covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless you have given prior written notice to the City of your intent to contest or object to a Governmental Charge and, unless, at the City's sole option, (i) you shall demonstrate to the City's satisfaction that legal proceedings instituted by you contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the program facility to satisfy such Governmental Charge prior to final determination of such proceedings; and/or (ii) you shall furnish a good and sufficient bond or other security satisfactory to the City in such form and amounts as the City shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the program facility during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest. "**Governmental Charge**" shall mean all Federal, State, county, City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to you, your operations, the program facility or the Services.

(C) If you are delinquent in filing and/or paying any Governmental Charges and/or related returns, the City in its sole discretion may continue to reimburse you for Services provided under this Agreement only if you (i) have entered into an installment payment agreement with the applicable authority, (ii) have delivered to the City a copy of such fully-signed installment payment agreement and (iii) remain in good standing therewith. You may not use funds you receive under this Agreement to discharge outstanding Governmental Charges.

8.6 COMPLIANCE WITH ACCESSIBILITY LAWS

You will comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794. In the event the above cited standards are inconsistent, you will comply with the standard providing greater accessibility.

8.7 NO FEDERAL, STATE OR CITY OBLIGATIONS TO THIRD PARTIES

You acknowledge that, absent the express written consent of the federal government and the State of Illinois, the State of Illinois and the federal government will not be subject to any obligations or liabilities to any person not a party to the grant agreement between the City and the State of Illinois or between the City and the federal government. Notwithstanding any concurrence provided by the State of Illinois or federal government in or approval of any solicitation, agreement, or contract, the State of Illinois and federal government continue to have no obligations or liabilities to any party, including you.

This Agreement is made for the sole benefit of the City and you and the respective successors and assigns of the City and you and no other party shall have any legal interest of any kind hereunder or by reason of this Agreement. Whether or not the City elects to employ any or all of the rights, powers or

remedies available to it hereunder, the City shall have no obligation or liability of any kind to any third party by reason of this Agreement or any of the City's actions or omissions pursuant hereto or otherwise in connection herewith.

8.8 NON-LIABILITY OF PUBLIC OFFICIALS

Neither you, your assignees, nor your subcontractors are permitted to charge personally any official, employee or agent of the City with any liability or expenses of defense or be held personally liable to you under any term or condition of this Agreement, because of the City's execution or attempted execution of this Agreement, or because of its breach.

8.9 INDEPENDENT CONTRACTOR

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

SHAKMAN ACCORD

- A. The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
- C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the Contract.

8.10 INTERNATIONAL ANTI-BOYCOTT

You certify that neither you nor any substantially owned affiliated company of yours is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979 or its enabling regulations.

8.11 JOINT AND SEVERAL LIABILITY

If you, or your successors or assigns, are comprised of more than one person, then every obligation or undertaking to be fulfilled or performed by you will be the joint and several obligation or undertaking of each such person.

8.12 PROOF OF BUSINESS FORM

Upon request from the City, you will provide copies of your latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of your authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Secretary of State of Illinois.

8.13 ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

You will use the City's online submission process to provide the City with a correctly completed Economic Disclosure Statement and Affidavit ("**EDS**"), which is incorporated by reference, and further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. You will cause your subcontractors or, if a partnership or joint venture, all members of the partnership or joint venture, to submit all required affidavits to the City. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. You and any other parties required by this Section 8.13 to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

You certify, as further evidenced in the EDS, by your acceptance of this Agreement that neither you nor your principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. You further agree by executing this Agreement that you will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If you or any lower tier participant is unable to certify to this statement, you must attach an explanation to the Agreement.

To the best of your knowledge and belief, you, your principals and key project personnel: (a) are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency; (b) have not within a three-year period preceding this Agreement been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property; and (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification. Any request for an exception to the provisions of this paragraph must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction.

8.14 CONFLICT OF INTEREST

No member of the governing body of the City or other units of government and no other officer, employee, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services will 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 alderman of the City or City employee will be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

You covenant that you, your officers, directors and employees, and the officers, directors and employees of each of your members if a joint venture, and your subcontractors, presently have no interest and will acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services. You further covenant that no person having any such interest will be employed. You acknowledge that if the City determines that any of your services for others conflict with the Services, you

will terminate such other services immediately upon request of the City.

In addition to the conflict of interest requirements in OMB Circular A-110 and 7 CFR 3016.36(b)(3) or 7 CFR 3019.42, as applicable, no person who is an employee, agent, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement or their proceeds, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one year thereafter.

Furthermore you warrant and represent that you are and will remain in compliance with federal restrictions on lobbying set forth in the Byrd Anti-Lobbying Amendments (31 U.S.C. § 1352), and in 7 CFR 3018.

In addition, if State of Illinois funds are used for the Agreement, you must comply with the conflict of interest provisions contained in the Illinois Procurement Code (30 ILCS 500/50-13) and other provisions in the Illinois Procurement Code regarding participation in agreement negotiation by a State employee (30 ILCS 500/50-15).

You shall establish safeguards to prohibit officers, directors, agents, employees and family members from using positions of employment for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain for themselves or others, particularly those with whom they have family business or other ties. Safeguards; evidenced by rules or bylaws, shall be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

8.15 COOPERATION WITH CITY

You will cooperate fully with the City and act in the City's best interests. You agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as the City in its sole discretion deems necessary or appropriate to carry out the terms, provisions and intent of this Agreement. By way of example and without limitation, within 15 calendar days after the request of the City, you shall execute and deliver, and you shall not revoke, any tax information authorization or similar form authorizing the City to inspect and/or receive your confidential information from any applicable tax authority.

If this Agreement is terminated for any reason, or if it is to expire on its own terms and conditions, you will make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of your own operations in connection with the Services, uninterrupted provision of Services during any transition period and will comply with the reasonable requests and requirements of the City in connection with the termination or expiration of this Agreement.

8.16 WAIVER

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

Whenever the City, by a proper authority, waives your performance in any respect or waives a requirement or condition to either the City's or your performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver will be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.17 GOVERNING LAW

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

8.18 SEVERABILITY

If any provision of the Agreement is held to be or in fact is illegal, inoperative or unenforceable on its face or as applied in any particular case, in any jurisdiction (or in all cases because it conflicts with any other provision of this Agreement, or any constitution, statute, municipal ordinance, rule of law or public policy, or

for any other reason), that circumstances will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision of this Agreement illegal, invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement does not affect the remaining portions of this Agreement or any part of it.

8.19 INTERPRETATION

Any headings in this Agreement are for convenience of reference only and do not define or limit its provisions. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to any exhibit, appendix or document include all supplements and/or amendments to any such exhibits, appendixes or documents entered into in accordance with the terms and conditions of this Agreement. All references to any person or entity include any person or entity succeeding to the rights, duties, and obligations of the person or entity in accordance with the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any exhibits to it, the terms and conditions in the body of this Agreement control.

8.20 NONASSIGNABILITY

You will not assign all or any part of your work or responsibilities under this Agreement without the prior written consent of the City; but any such consent will not relieve you of your obligations under this Agreement. Any transfer or assignment without the prior written consent of the City constitutes an event of default under this Agreement and is void as to the City. The City reserves the right to assign, in whole or in part, any funds, claims or interests, due or to become due, under this Agreement.

8.21 YOUR AUTHORITY

Your execution of this Agreement is authorized by a resolution or ordinance of your governing body. The signature of the individual signing on your behalf has been made with complete and full authority to commit you to all the terms and conditions of this Agreement. Evidence of signature authority should be forwarded to the City with the executed Agreement.

8.22 DEEMED INCLUSION

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

ARTICLE 9: NOTICES

- A. All notices and communications to be provided by you and/or by the City under this Agreement must be in writing and may be delivered personally, by overnight courier or by First Class certified mail, return receipt requested, with postage prepaid and addressed as follows:

If to the City: The Department's mailing address noted in the preamble to this Agreement, with copies to:

Department of Law
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor:

Your mailing address noted in the preamble to this Agreement.

Notices and communications delivered by mail are deemed received 3 business days after mailing in accordance with this Article 9. Communications delivered personally are deemed effective upon receipt. Those sent via overnight courier are deemed effective on the next business day. Refusal of delivery has the same effect as delivery.

- B. You must notify the City of any significant change in your organizational structure. Significant changes include, but are not limited to, changes in:

- i. the official(s) to whom notice regarding the Agreement is provided and their mailing address;
- ii. the officers of the corporation, including president, chairman, vice president, treasurer, secretary; and
- iii. your key staff and/or your program sites, including executive director, site director, fiscal director; name, ownership, Federal employer identification number (FEIN), DUNS number or taxpayer certification; legal status; and site address or agency official address, telephone numbers.

Such communication must be directed within 10 calendar days of such occurrence (or, in the case of changes in legal status, address, DUNS number, name, ownership, FEIN or taxpayer certification, 45 days in advance), to the Department's Mailing Address noted in this Agreement's Preamble.

No promise or undertaking made in this Agreement is an assurance that the City agrees to continue this Agreement should you reorganize, change owners, or otherwise substantially change the character of your corporate or other business structure.

ARTICLE 10: BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

ARTICLE 11: LIVING WAGE ORDINANCE

- A. **Not-for-Profit Corporations:** If you are a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and are recognized under Illinois not-for-profit law, then the provisions of Sections B through F below do not apply.
- B. Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**").
- C. Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:
 - i. If you have 25 or more full-time employees, and
 - ii. If at any time during the performance of this Agreement, you and/or any subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then
 - iii. You must pay your Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.
- D. Your obligation to pay, and to assure payment of, the Base Wage will begin at any time during the

Term when the conditions set forth in C.i. and C.ii. above are met, and will continue until the end of the Term.

- E. As of July 1, 2012, the Base Wage became \$11.53 per hour, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the Term, you and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then you and all other Performing Parties must pay the prevailing wage rates.
- F. You must include provisions in all subcontracts requiring your subcontractors to pay the Base Wage to Covered Employees. You must provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by you or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit you and/or subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

ARTICLE 12: NOTICE OF CHANGE IN CIRCUMSTANCES

If you, your parent or related corporate entity, becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on your ability to perform under this Agreement, you must immediately notify the City in writing. You must also notify the Department regarding incidents that significantly impact the health and safety of clients or incidents that could result in the interruption of service. You must follow procedures provided by the Department for reporting incidents.

You certify that you are not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of your knowledge, that you are not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should you become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, you shall promptly notify the City of any such investigation. You acknowledge that should you later be subject to a cease and desist order or Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the City is authorized to declare you in default of this Agreement and suspend or terminate this Agreement.

ARTICLE 13: PROHIBITION ON CERTAIN CONTRIBUTIONS Mayoral Executive Order 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

ARTICLE 14: COMPLIANCE WITH ENVIRONMENTAL AND SAFETY LAWS

You shall be subject to, obey and adhere to any and all federal, state and local laws, statutes, ordinances, codes, rules, regulations and executive orders relating to public health and safety and the environment as are now or may be in effect during the term of this Agreement which may be applicable to you, including but not limited to the following Sections of the Municipal Code of Chicago: Section 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560, whether or not in the performance of this Agreement.

ARTICLE 15: INTERNET ACCESS

You must have Internet access at the site level. Internet access may be either dial-up or high speed/DSL. You must maintain at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence for the Department. You may list additional addresses at contract execution. The additional addresses may be for a specific department/division of yours or for specific employees. During any period that the Department directly funds your Internet service, you must use the Department assigned e-mail address as their primary e-mail address. You may list additional e-mail points of contact in the same manner as listed above. You must notify the Department of any e-mail changes within five business days from the effective date of the change.

ARTICLE 16: EXCLUDED PROVIDER WARRANTY AND INDEMNITY

You hereby represent and warrant that you and your employees and agents are not now and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid. This is an ongoing obligation of yours to ensure that you are not employing or contracting with individuals that have been sanctioned by the U.S. Department of Health and Human Services Office of Inspector General ("OIG") or barred from federal procurement programs. You shall check the OIG's cumulative sanctions reports and General Series Administration website on a monthly basis. You hereby agree to immediately notify the City of any threatened, proposed, or actual exclusion from any such program of yours or any such program of any of your employees or agents. In the event that you or any of your employees or agents performing services hereunder are excluded from participation in any federally funded health care program during the term of this Agreement, or at any time after the effective date of this

Agreement, you shall be deemed to be in breach of this section and this agreement shall, as of the effective date of such exclusion or breach, automatically terminate. You shall indemnify and hold harmless the City against all actions, claims, demands and liabilities, and against all loss, damage, and costs and expenses, including reasonable attorney's fees, arising directly or indirectly, out of any violation of this section or due to the exclusion of you or any of your employees and agents from a federally funded health care program, including Medicare or Medicaid.

Exhibit E
Services Agreement
Summer Food Service Program

ADDITIONAL AGREEMENT PROVISIONS

E-1.1 NATIONAL OBJECTIVE. You will perform the Services hereunder in a manner that complies with a criterion for national objectives described in 24 CFR § 570.208.

E-1.2 CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The Contractor certifies that, in accordance with the Pro-Children Act of 1994 (the "Act")(Pub. L. 103-227), smoking must not be permitted in any portion of any indoor facility owned or leased or contracted for by Contractor and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The Act also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with federal funds. The Act does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Act may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity. The Contractor must require the language contained in this Section to be included in any subawards which contain provision for children's services, and that all Contractors must certify accordingly.

E-1.3 CERTIFICATION AND RESTRICTIONS ON LOBBYING

A. You acknowledge that receipt of funds under this Agreement may require compliance with Section 319 of Public Law 101-121(31 U.S.C.A. 1352) regarding the certification and disclosure of lobbying activities with the Federal Government and agree to comply with those provisions, and all federal rules promulgated by USDA, the funding source for implementation of programs operated under this Agreement; and will require that this assurance of compliance is part of any subcontracts executed hereunder.

Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. In addition, no part of federal appropriated funds will be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State or local legislature, except in presentation to the Congress or any State or local legislature itself. No part of the federal appropriated funds will be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State or local legislature.

3. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions.
4. Contractor must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- B. This Agreement is subject to the restrictions on lobbying found in 7 CFR 3018 and Section 503 of Public Law 105-78. Section 503 provides, in part:
 1. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
 2. No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agency acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

**E-1.4 COMPLIANCE WITH GRANT REGULATIONS
Standard Form 424B (Rev. 7-97)**

Contractor must comply with all applicable provisions of the Grant and must not cause the City to not be compliant with the Grant. Contractor must comply with, and certify that Contractor is in compliance with, all the provisions of the Grant and the Summer Food Service Program, all applicable laws (including implementing regulations), ordinances, policies, guidelines, procedures, regulations, rules, requirements and executive orders of the City of Chicago, the State of Illinois and all political subdivisions thereof, the federal government, USDA and ISBE in the performance of this Agreement including, but not limited to, the following, in each case as amended:

- A.
 1. Richard B. Russell National School Lunch Act, Sections 9, 13 and 14, as amended, 42 U.S.C. 1758, 1761 and 1762a, and the regulations governing the Summer Food Service Program (7 CFR 225) and any instructions and handbooks issued by the USDA Food and Nutrition Services or ISBE.
 2. Food Distribution Program (7 CFR 250)
 3. Uniform Federal Assistance Regulations (7 CFR 3015)
 4. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (7 CFR 3016)
 5. Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug- Free Workplace (Grants)(7 CFR 3017)
 6. New Restrictions on Lobbying (7 CFR 3018)
 7. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations (7 CFR 3019)

8. Audits of State, Local Governments and Non-profit Organization (7 CFR 3052)
 9. Nondiscrimination and other regulations of the USDA (7 CFR 15) and the Department of Justice (28 CFR 42, 28 CFR 50)
- B.
1. USDA regulations implementing Title IX of the Education Amendments; 7 CFR Parts 15, 15a, and 15b; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement in the School Nutrition Programs*; and any additions or amendments.
 2. *Certification Regarding Lobbying* pursuant to 31 USC 1352 (Appendix A: 7 CFR Part 3018)
 3. *Disclosure of Lobbying Activities* pursuant to 31 USC 1352 (Appendix A: 7 CFR Part 3018).
 4. Provisions of the Contract Work Hours and Safety Standards Act involving food service workers whose duties are manual and physical in nature (OMB Circular No. A-102. Attachment O, paragraph 14.f)
- C. The Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763).
- D. All federal statutes relating to nondiscrimination, including, but not limited to:
1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683, 1685-1686) which prohibits discrimination on the basis of sex;
 3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps;
 4. Age Discrimination in Employment Act of 1967 and The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age;
 5. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255) relating to nondiscrimination on the basis of drug abuse;
 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 7. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3) relating to confidentiality of alcohol and drug abuse patient records;
 8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.) relating to nondiscrimination in the sale, rental or financing of housing;
 9. The Civil Rights Restoration Act of 1987;
 10. Executive Order 12250;
 11. Federal Equal Pay Act of 1963;
 12. Civil Rights Act of 1991; and
 13. Executive Order 11063, as amended by Executive Order 12259; and
 14. Section 188 of the Workforce Investment Act of 1998 (20 U.S.C. 9201), and any other applicable nondiscrimination statutes.
- E. All environmental standards including, but not limited to, those standards which may be prescribed by:
1. National Environmental Policy Act of 1969 (Pub. L. 91-190) and Executive Order 11514
 2. Notification of violating facilities pursuant to Executive Order 11738;
 3. Protection of wetland pursuant to Executive Order 11990;
 4. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 5. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 6. Conformity with the approved State Implementation Plan developed pursuant to Section

- 176(c) of the Clean Air Act of 1955 (42 U.S.C. § 7401 et seq.); and
7. The protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 (Pub. L. 93-523).
 8. The protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. § 1531 et seq.; and
 9. Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
 10. Federal Water Pollution Control Act ("Clean Water Act") (33 U.S.C. § 1251 et seq.)
- F. The National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
 - G. An Act to Amend the Public Health Service Act to Establish a Program of National Research Service Awards to Assure to Continued Excellence of Biomedical and Behavioral Research and to Provide for the Protection of Human Subjects Involved in Biomedical and Behavioral Research and for Other Purposes (Pub. L. 93-348).
 - H. The Laboratory Animal Welfare Act of 1966 (7 U.S.C. §§ 2131 et seq.).
 - I. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Pub.L. 101-550; 42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR Part 35.
 - J. The Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
 - K. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. § 3801 et seq.) (in accordance therewith, the authorized official signing on your behalf certifies that the statements in this Agreement are true, complete and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious or fraudulent statements or claims may subject him or her to criminal, civil or administrative penalties, and agrees that you will comply with the terms and conditions with respect to the Grant).
 - L. Contractor must comply with the applicable provisions of OMB Circulars A-21, A-87, A-102, A-110, A-122, A-128 and A-133, as amended, succeeded or revised.
 - M. The Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
 - N. To the extent applicable in this Agreement, The Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.), the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333) and Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), and implementing regulations at 49 CFR 24.
 - O. The Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b(b))
 - P. Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug- Free Workplace (Grants)(24 CFR 24 and Executive Orders 12549 and 12689)
 - Q. Pursuant to the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104 et seq.), you and or your employees and subcontractor may not, under this Agreement, (a) engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; (b) procure a commercial sex act during the period of time that this Agreement is in effect; or (c) use forced labor in the performance of this Agreement. USDA or the City may terminate this Agreement without penalty, if you or any employee or subcontractor (i) engage in severe forms of trafficking in persons or have procured a commercial sex act during the period of time that this Agreement is in effect, or (ii) use forced labor in the performance of this Agreement.
 - R. To the extent applicable in this Agreement, Contractor must comply with 45 CFR Part 46 (entitled "Protection of Human Subjects").
- E-1.5** To the greatest extent practicable, all equipment and products purchased with funds received from the City pursuant to this Agreement should be American-made.
- E-1.6** The mandatory standards and policies relating to energy efficiency which are contained in the State of Illinois energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

E-1.7 None of the Federal funds provided under this Agreement shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E-1.8 PREVAILING WAGE

You agree to comply and assure compliance with the requirements of 49 U.S.C. § 5333(a), the Davis-Bacon Act, 40 U.S.C. §§ 276 a(7), and implementing U.S. DOL regulation, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5. In addition to other requirements that may apply, you agree to pay wages to laborers and mechanics performing contract work at a rate not less than the minimum wages specified in a wage determination issued by the U.S. Secretary of Labor and not less frequently than once a week. You agree to place a copy of the current prevailing wage determination issued by the U.S. DOL in each solicitation for subcontractor work under this Agreement, and agree to refrain from awarding any affected subcontract until the subcontractor agrees to the required wage determination. You further agree to report to DOL every suspected or reported violation of the Davis-Bacon Act or its Federal implementing regulations.

E-1.9 DRUG FREE WORKPLACE

Contractor will provide a drug free workplace by provision and enforcement of the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor's policy of maintaining a drug free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Providing a copy of the statement required by paragraph (a) to each employee engaged in the performance of the contract and posting a copy of the statement in a prominent place in the workplace.
- D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement, and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction.
- E. Notifying the Department in writing within ten calendar days after receiving notice under subparagraph D(2) from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within thirty calendar days of receiving notice under subparagraph D(2), with respect to any employee who is convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement and/or other appropriate agency and as required by Section 5 of the Drugfree Workplace Act (30 ILCS 580/5).

- G. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) and implementation of the Drugfree Workplace Act (30 ILCS 580/5).

E-1.10 ACKNOWLEDGMENT. In accordance with Section 2.13, *Acknowledgement of Funding Sources*, of this Agreement all brochures, booklets, flyers, journal articles, programs, advertisements (including print and out of home), multimedia presentations, videos, and any other printed or electronic materials (including but not limited to Web sites) paid for, in whole or in part, with ISBE funds, must include the following wording: "This program was supported by the United States Department of Agriculture (USDA) and the Illinois State Board of Education (ISBE). Points of view in this document are those of the author and do not necessarily represent the official positions or policies of the USDA or ISBE."

E-1.11 COMPLIANCE WITH ILLINOIS REQUIREMENTS

Contractor must comply with, and certify that Contractor is in compliance with, all the provisions and regulations of the Program, and all related rules, regulations and requirements of the State of Illinois, including, but not limited to:

A. **Bribery.** Contractor certifies under Section 50-5 of the Illinois Procurement Code that Contractor, or an officer or employee of Contractor, (i) has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois; (ii) has not made an admission of guilt of this improper conduct that is a matter of record; and (iii) has not had an official, agent, or employee of Contractor who committed bribery or attempted bribery on behalf of Contractor or pursuant to the direction or authorization of a responsible official of Contractor, 30 ILCS 500/50-5.

B. **Bid Rigging.** Contractor certifies that Contractor, or an officer or employee of Contractor, has not been barred from contracting with a unit of state or local government as a result of violation of the bid-rigging or bid-rotating provisions of Sections 33E-3, 33E-4, and 33E-11 of the Criminal Code of 1961, 720 ILCS 5/33E-3, 5/33E-4, 5/33E-11.

C. **Educational Loan.** Contractor is not barred from receiving State agreements as a result of default on an educational loan. (5 ILCS 385/1 et seq.).

D. **Dues and Fees.** Contractor certifies under the Discriminatory Club Act that Contractor is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or reimburses them, for payment of their dues or fees to any club that unlawfully discriminates, 775 ILCS 25/Act.

E. **Drug Free Work Place.** Contractor certifies compliance with all provisions of the Drug Free Workplace Act, 30 ILCS 580/3 or 580/4. Contractor must administer a policy designed to ensure that the program facility is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries. Contractor must (a) implement specific policies and guidelines as the City may adopt, (b) establish procedures and policies to promote a drug free workplace, (c) notify all employees of its policy for maintaining a drug free workplace and the penalties that may be imposed for drug abuse violations occurring in the workplace and (d) notify the City if any of its employees are convicted of a criminal drug offense in the workplace no later than 10 calendar days after such conviction.

F. **Sarbanes-Oxley Act.** Contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. Contractor acknowledges that ISBE shall declare the contract void if this certification is false.

G. **Forced Labor Act.** Contractor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State of Illinois under the grant have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

H. **Environmental Protection Act Violations.** Environmental Protection Act Certification. Contractor certifies that it is not barred from being awarded a contract under Section 50-12 of the Illinois Procurement Code (30 ILCS 500/50-12). Contractor acknowledges that the ISBE may declare the contract void if this certification is false.

I. **Lobbying.** Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

J. **Propaganda.** Contractor certifies that no funds provided pursuant to this Agreement will be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before Congress or the Illinois General Assembly; and further certifies that no funds provided pursuant to this Agreement shall be used to pay the salary or expenses of any person which salary or expenses are related to any activity designed to influence legislation or appropriations pending before Congress or the Illinois General Assembly.

K. **Former ISBE Employees.** Contractor certifies that it has informed ISBE in writing if an officer or employee of Contractor was formerly employed by ISBE and the officer or employee has received an early retirement incentive under Section 14-108.3 or 16- 133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 16-133.3. Contractor acknowledges and agrees that if this early retirement incentive was received, this Agreement is not valid unless the official executing the Grant agreement has made the appropriate filing with the Auditor General prior to execution.

L. **Discrimination.** Contractor certifies that it meets the requirements of Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/2-105, and that it refrains from unlawful discrimination based on citizenship status in employment and undertakes affirmative action to assure equality of employment opportunity, and has written sexual harassment policies. Contractor certifies that it will comply with 775 ILCS 10/0.01 *et seq.*

M. **Felony Conviction.** Contractor certifies compliance with Section 50-10 of the Illinois Procurement Code, that no person or business convicted of a felony shall do business with the State of Illinois from the date of conviction until five years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

N. **Grant Funds Recovery Act.** Contractor acknowledges that any funds which are not used or expended in accordance with the terms and conditions of this Agreement may be subject to recovery by the City, the Illinois Department of Human Services or the Illinois Attorney General through any of the methods specified in the provisions of the Grant Funds Recovery Act. (30 ILCS 705/5 - 705/9). The provisions of 89 Ill Adm Code 511 shall apply to any funds awarded that are subject to the Grant Funds Recovery Act.

O. **Immigration Reform and Control Act.** Contractor certifies that, to the extent applicable to this Agreement, Contractor has complied with the provisions and requirements of the Immigration Reform and Control Act of 1986 (Public Law 99-603).

P. **International Anti-Boycott.** Contractor certifies that it will not participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

Q. **Abuse of Adults with Disabilities Intervention Act.** Contractor certifies that it is in compliance with the Abuse of Adults with Disabilities Intervention Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Office of Inspector General, ISBE. Contractor has an obligation to report suspected fraud or irregularities committed by individuals or other entities with which they interact on behalf of ISBE and should make a report to the appropriate program office (20 ILCS 2435).

R. **Corporate Accountability for Tax Expenditure Act.** Contractor certifies that this Agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (PA 93-0552).

S. **Clean Air Act and Clean Water Act.** Contractor certifies that it is in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.) Contractor certifies that any facility to be utilized in the performance of this Agreement has not been listed on the Environmental Protection Agency List of Violating Facilities. If Contractor is unable to certify to this statement, Contractor must attach an explanation to the Agreement. Contractor further certifies that Contractor will promptly notify the City of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which Contractor proposed to use for the performance of the Agreement is under consideration to be listed on the EPA list of violating facilities.

T. **Goods From Child Labor Act.** Contractor certifies that no foreign-made equipment, materials or supplies furnished to the State of Illinois under this Agreement have been produced in whole or in part by the labor of any child under the age of 12 (PA 94-0264).

U. **Land Trust / Beneficial Interest Disclosure Act (765 ILCS 405/2.1).** No grant award funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Department identifying each beneficiary of the land trust by name and address and defining such interest therein.

V. **Historical Preservation (20 ILCS 3420/1 et seq.).** Contractor will not expend funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency.

W. **Victims Economic Security and Safety Act (P.A. 903-0591).** If Contractor has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic

violence, or who has a family or household member who is a victim of domestic violence, for taking up to total of twelve (12) work weeks of leave from work during any twelve month period to address the domestic violence, pursuant to the Victims Economic Security and Safety Act. Contractor is not required to provide paid leave under the Victims Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of Contractor to comply with all applicable provisions of the Victim Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Contractor is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statue or regulation.

X. **Equal Pay Act of 2003 (P.A. 093-0006).** If Contractor has four or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, Contractor is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his / her rights under this Act. Any failure on behalf of Contractor to comply with all applicable provisions of the Equal Pay Act of 2003, or application rules and regulations promulgated thereunder, may result in a determination that Contractor is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

Y. **State of Illinois Travel Regulations** and applicable Federal statutes or regulations including OMB circulars.

Z. **Public Law 109-234.** In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006 shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under Section 101 of Public Law 109-149.

AA. **Sexual Harassment.** Contractor certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(B)(5)). A copy of the policies shall be provided to ISBE upon request.

BB. **Grant for the Construction of Fixed Works.** All projects for the construction of fixed works which are financed in whole or in part with funds provided by ISBE shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

CC. **Procurement Lobbying.** Contractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits providers and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

DD. **Debt To State** - Contractor certifies that it, or its affiliate, is not barred from being awarded a contract because the Contractor, or its affiliate, is delinquent in the payment of any debt to the State, unless Contractor, or its affiliate, has entered into a deferred payment plan to pay off the debt, and Contractor acknowledges ISBE may declare the contract void if the certification is false (30 ILCS 500/50-11).

E-1.12 BACKGROUND CHECKS

Contractor certifies that neither Contractor nor any employees assigned to work on ISBE premises have a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Contractor will also supply ISBE with a list of individuals, if any, assigned to work on ISBE premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Contractor from giving a list within that time. If Contractor cannot provide a list, or the name of an individual at least ten (10) working days prior to their employment, it shall do so as soon as possible. ISBE may conduct criminal background checks on Contractor and/or its employees, if any, assigned to work on ISBE premises. Contractor agrees to hold harmless and indemnify the City and ISBE and their respective employees for any liability accruing from said background checks.

E-1.13 ADDITIONAL CERTIFICATION REGARDING CONFLICTS OF INTEREST

A. The Illinois Procurement Code (30 ILCS 500/50-13) prohibits a person from acquiring an Agreement with the State if that person is elected to, appointed to, or employed in any office of State government and who receives compensation from such in excess of 60% of the salary of the Governor of the State of Illinois, or is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or is the spouse or minor child of any such person.

If any person as described above is entitled to receive more than 7.5% of the distributable income of a firm, partnership, association or corporation, or an amount in excess of the salary of the Governor of the State of Illinois, or if, in the aggregate, any such person together with spouse and minor children are entitled to receive more than 15% of the distributable income, or an amount in excess of two times the salary of the Governor of the State of Illinois, then that firm, partnership, association or corporation cannot enter into this Agreement and any such Agreement is void.

B. Contractor must comply with the other provisions in the Illinois Procurement Code (30 ILCS 500/50), regarding participation in agreement negotiations by a State of Illinois employee who has an agreement of employment or possible future employment with Contractor. Contractor may not use any funds received pursuant to this Agreement to compensate, directly or indirectly, any person: (i) currently holding an elective office in the State of Illinois, including a seat in the General Assembly; or (ii) employed by an office or agency of the State of Illinois with compensation annually in excess of \$90,000 as provided in the Illinois Procurement Code.

C. Interest of Public Officials/Employees

(1) Governmental Entity. If you are a governmental entity, you certify that no officer or employee of you and no member of your governing body and no other public official of the locality in which the Program objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any contract negotiated under a Program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

(2) Non governmental Entity. If you are a non governmental entity, such a financial interest is permissible provided full disclosure of said interest is made to the City and DECO in advance of any decisions relative to the award of a contract giving rise to such interest and further provided that the officer, employee, or member of the governing body so affected shall remove himself or herself from the room during any discussion, deliberation and voting in connection with the awarding of such a contract and provided further that ISBE determines, in writing, that the best interest of the State outweighs the conflict of interest issue.

Violations of this Section may result in suspension or termination of this Agreement, and recovery of grant funds provided hereunder. Violators may also be criminally liable under other applicable State and/or Federal laws and subject to actions up to and including felony prosecution.

E-1.14 FISCAL RESPONSIBILITY

A. ISBE may use the Comptroller's Offset System to determine if any State Agency is attempting to collect debt from Contractor according to Section 5 of the Illinois State Collection Act of 1986, 30 ILCS 210/5.

B. Contractor certifies that it, or any affiliate, is not barred from being awarded a contract or grant under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract or grant with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a Person from entering into a contract or grant with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. Contractor further acknowledges that the contracting State agency may declare the grant void if this certification is false or if Contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the grant. Contractor certifies that (i) it is current as to the filing and payment of any Federal, State and/or local taxes applicable to Contractor; and (ii) it is not delinquent in its payment of moneys owed to any Federal, state or local unit of government.

You are required to comply with all Federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that you are delinquent in filing and/or paying any Federal, state and/or local returns and/or taxes, the City shall disburse grant funds only if you enter into an installment payment agreement with the applicable tax authority and remain in good standing therewith. You are required to provide a copy of any such installment payment agreement to the City. You may not use funds you receive under this Agreement to discharge outstanding tax liabilities or other debts owed to any governmental unit.

C. If applicable, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvements Act of 1990 (31 U.S.C. 6501 et seq.) and any other applicable Federal laws or regulations.

E-1.15 GIFTS AND INCENTIVES. Contractor is prohibited from giving gifts to City or State of Illinois employees. Contractor will provide the City with advance notice of Contractor's providing gifts, excluding charitable donations given as incentives to community-based organizations in Illinois and clients in Illinois to assist Contractor in carrying out its responsibilities under this Agreement. Contractor shall not pay any bonus or commission for the purpose of obtaining the grant awarded under this Agreement.

E-1.16 HIRING STATE EMPLOYEES PROHIBITED. No State officer or employee may be hired to perform services under this Agreement, or be paid with funds derived directly or indirectly through this grant without the written approval of ISBE.

E-1.17 NON-SUPLANTING OF STATE AND LOCAL FUNDS.

Contractor must use Federal funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that they have appropriated for the same purpose. Potential supplanting will be the subject of monitoring and an audit. Violations can result in a range of penalties, including suspension of current and future funds under this Agreement, suspension or debarment from Federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

Exhibit F
Services Agreement
Summer Food Service Program

See Section IV.E. "Insurance Requirements"

SECTION A

SUMMER FOOD SERVICE PROGRAM INVITATION FOR BID AND CONTRACT

This document contains an invitation to bid for the furnishing of unitized meals to be served to children participating in the Summer Food Service Program established by the United States Department of Agriculture (7 CFR Part 225), and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and the sponsor.

The Illinois State Board of Education or the United States Department of Agriculture does not in any way become a party to any contract between a sponsor and a vendor. The sponsor has full responsibility for seeing that the terms of the contract are fulfilled. The Illinois State Board of Education or the United States Department of Agriculture has no involvement with the enforcement of the contract; however, payment can be denied for all meals received under an invalid contract.

SOLICITING SPONSOR

1. NAME OF SPONSOR City of Chicago, Department of Family and Support Services	2. BID NUMBER
STREET ADDRESS 1615 W, Chicago Ave. Room 2A	3. BID OPENING DATE March 26, 2013 TIME 9:00 A.M.
CITY Chicago STATE IL ZIP CODE 60622	BID OPENING LOCATION 1615 W. Chicago Ave.
TELEPHONE NUMBER	4. CONTRACT COMMENCEMENT DATE 6/25/13
FOR INFORMATION CALL Paulette Mercurius	5. CONTRACT EXPIRATION DATE 8/23/13

6. MEAL TYPE	ESTIMATED SERVINGS PER DAY (B)	ESTIMATED NUMBER OF SERVING DAYS (C)	UNIT PRICE (in ink) (D)	TOTAL PRICE
Breakfast	2418	43		
AM Supplements	0	43		
Lunch	4977	43		
PM Supplements	1721	43		
Supper	186	43		

BIDDER (Complete areas enclosed in block.)	7. Total Estimated Amount of Bid →
8. NAME OF BIDDER	PROMPT PAYMENT DISCOUNT _____ % for payment within _____ days
STREET ADDRESS	
CITY STATE ZIP CODE	
By submission of this bid, the bidder certifies that, in the event he receives an award under this solicitation, he shall operate in accordance with all applicable, current program regulations.	
Date _____	Signature of Bidder (in ink) _____
Title _____	Telephone _____

ACCEPTANCE OF CONTRACT

NAME OF SPONSOR	CONTRACT NO.
Date	Signature of Sponsor Representative
	Title

SECTION B

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

1. Sponsor and Bidder shall execute this Certificate of Independent Price Determination.

BIDDER:

A. By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:

- a) The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor;
- c) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.

B. Each person signing this bid certifies that:

THE BIDDER IS TO INDICATE WHICH IS APPLICABLE

a) He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, will not participate, in any action contrary to (A)(a) through (A)(c) above.

b) He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(a) through (A)(c) above and as their agent does hereby so certify: and he/she has not participated, and will not participate, in any action contrary to (A)(a) through (A)(c) above.

SPONSOR:

In accepting this bid, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which may have jeopardized the independence of the bid referred to above.
 (Accepting a bid does not constitute acceptance of the contract.)

 Date

 Signature of Authorized Sponsor Representative

2. The bidder/contractor certifies that he/she is in compliance with the Public Contracts Equal Employment Opportunity/Affirmative Action Programs of the Illinois Department of Human Rights (formerly called the Illinois Fair Employment Practices Commission).

3. A Certification of Clean Air and Water Practices must also be completed by any bidder whose bid exceeds \$100,000 in anticipated program payments. The bidder certifies as follows:

A. Any facility to be utilized in the performance of this contract has/ has not been listed on the Environmental Protection Agency List of Violating Facilities. (check one)

B. He/she will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he/she proposed to use for the performance of the contract is under consideration to be listed on the EPA list of violating facilities.

C. He/she will include substantially this certification in every non-exempt subcontract.

 Signature of Authorized Representative, Food Service Management Company

 Date

 Title

SECTION C

INSTRUCTIONS TO BIDDERS

1. Definitions

As used herein:

- A. The term "bid" means an offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- B. The term "bidder" means a food service management company submitting a bid in response to this Invitation for Bid.
- C. The term "contractor" means a successful bidder who is awarded a contract by a Sponsor under the Summer Food Service Program under the U.S. Department of Agriculture.
- D. The term "food service management company" means an organization, other than a public or private nonprofit school, with which a sponsor may contract for preparing and, unless otherwise provided for, delivering unitized meals, with or without milk, for use in the program.
- E. The term "Invitation for Bid", hereafter referred to as IFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this program, the IFB becomes the contract upon acceptance by the Sponsor.
- F. The term "Sponsor" means the Summer Food Service Program Sponsor which issues this IFB.
- G. The term "unitized meal" means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk.

Other terms shall have the meanings ascribed to them in the Summer Food Service Program regulations.

2. Submission of Bids

- A. Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so shall be at the bidder's risk.
- B. Bids shall be executed and submitted in triplicate. If accepted, this IFB will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award. *No change in the specifications or general conditions are allowed.* Bidders may make any explanation they wish by memorandum or letter attached to the bid. Erasures on this bid shall be initialed by the bidder prior to submission.
- C. A copy of a current State or local health certificate for the food preparation facilities shall be submitted with the bid.
- D. All certifications contained herein must be signed and submitted with the bid.

Failure to comply with any of the above shall be reason for rejection of the bid.

3. Explanation to Bidders

Any explanation and/or answer to any questions desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an IFB shall be furnished to all prospective bidders as an amendment to the IFB if such information is necessary to bidders in submitting bids on the IFB or if the lack of such information would be prejudicial to uninformed bidders.

4. Acknowledgement of Amendments to IFBs

Receipt of an amendment to an IFB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgement must be received prior to the hour and date specified for bid opening.

5. Discounts

Although a blank is provided for a time discount, prompt payment discounts offered for payment in less than twenty calendar days will not be considered in evaluating bids for award. However, offered discounts of less than twenty days will be taken if payment is made within the discount period even though not considered in the evaluation of bids.

6. Bidders Having Interest in More Than One Bid

If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

7. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the IFB of the sponsor no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.

8. Error in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so shall be at the bidder's own risk and he/she cannot secure relief on the plea of error.

9. Bonding Requirements

- A. Bid Bond: Bidder shall submit with his bid a bid bond in the amount of * 5% as determined by the sponsor, of the value of the contract for which the bid is made. Bid bonds will be returned to the successful bidder upon execution of such further contractual documents.
- B. Performance Bond: The successful contractor shall provide the Sponsor with a performance bond in the amount of 10 percent of the contract price. The bond shall be furnished not later than ten days following the award of the contract.

The bid bond and performance bond must be obtained from one of the companies listed in the Department of Treasury Circular 570.

** (This amount must be not less than 5 percent nor more than 10 percent. The actual percentage must be determined by the Sponsor.)*

10. Award of Contract

- A. The contract will be awarded to the lowest responsible bidder conforming to all material terms and conditions of the *Invitation for Bid*. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources. See the Bidder Responsibility and Bid Responsiveness Criteria included in this bid packet.
- B. The Sponsor reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the Program and to waive any and all informalities and minor irregularities in bids received.
- C. The Sponsor reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.

11. Late Bids, Modifications of Bids or Withdrawals of Bids

- A. Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).
- B. Any modification or withdrawal of bid is subject to the same conditions as in (A) above. A bid may also be withdrawn in person by a bidder or his/her authorized representative, provided his/her identity is made known and he/she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- C. The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means, a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)

SECTION D

SCOPE OF SERVICES

1. Contractor agrees to deliver unitized meals * **inclusive** of milk to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
2. All meals furnished must meet or exceed U.S. Department of Agriculture requirements set out in Schedule C, attached hereto and made a part hereof.
3. Contractor shall furnish meals as ordered by the Sponsor during the period of ** **June 25, 2013** to ** **August 23, 2013**. Meals shall be served *** **5** days a week.
4. The sponsor shall be legally and financially responsible for the conduct of the food service and shall ensure compliance with the rules and regulations of the Illinois State Board of Education (ISBE) and the United States Department of Agriculture (USDA) regarding the Child Nutrition Programs.
5. The contractor shall be paid by the sponsor for all meals delivered in accordance with the contract and the Program regulations. However, neither the USDA nor the State agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the sponsor that are eligible for reimbursement.

* Sponsor shall insert "inclusive" or "exclusive" as applicable.

** Sponsor shall insert contract commencement date and expiration date.

*** Sponsor shall insert appropriate number of serving days.

SECTION E

UNIT PRICE SCHEDULE AND INSTRUCTIONS

1. Bidders are asked to submit prices on the following meal types meeting the contract specifications set forth in Schedule C for meals to be delivered to all of the sites stated in Schedule A. For example:

A.	B.	C.	D.	E.
Meal Type	Estimated Servings Per Day	Estimated Number of Serving Days	Unit Price	Total Price
Breakfast	20	180	\$1.19	\$4,284.00
Supper (unitized meal)	50	180	\$2.49	\$22,410.00

- A. Sponsor shall indicate for which meal types the contractor will be providing meals during the contract period.
- B. Sponsor shall fill in the estimated number of meals that will be served each day by meal type during the contract period.
- C. Sponsor shall fill in the number of anticipated operating days that meals will be served during the contract period.
- D. The food service management company shall insert the appropriate unit price for each meal type as indicated by the Sponsor.
- E. The food service management company shall calculate total price by multiplying B x C x D.

NOTE: In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

Bidders shall submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the Sponsor during the term of the contract to secure all its needs from the successful contractor and such contract shall bind the contractor to perform all such work ordered by the Sponsor at prices specified in the contract. Award will be made to a single responsive, responsible bidder on the basis of the lowest aggregate cost to the Sponsor. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

Requirements Contract

- a) This is a requirements contract for the Services specified in the Schedule and for the period set forth therein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the Sponsor's requirements for services set forth in the Schedule do not result in orders in the amounts or quantities described as "estimated" in the Schedule, such event shall not constitute the basis for an equitable price adjustment under this contract.
- b) The Sponsor shall not be required to purchase from the contractor requirements in excess of the limit on total orders

under this contract, if any.

- c) The Sponsor may issue orders which provide for delivery to or performance at multiple destinations.
- d) The Sponsor shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the contractor for services specified in the Schedule will be dependent upon the needs and requirements of the Sponsor.

2. Pricing shall be on the menus described in Schedule B. All bidders must submit bids on the same menu cycle provided by the Sponsor. Bid price must include price of food, milk (if applicable), packaging, transportation and all other related costs (e.g., condiments, utensils, etc.).

3. Evaluation of Bidders

Each bidder may be evaluated on the following factors:

- A. Financial capability to perform a contract of the scope required.
- B. Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety and sanitation standards.
- C. Other factors such as transportation capability, sanitation, and packaging.
- D. Ability to meet all the specifications in the invitation to bid.
- E. Record of past performance and integrity.

See the Bidder Responsibility and Bid Responsiveness Criteria included in the bid packet. Bidders that do not satisfactorily meet the above criteria may be rejected as nonresponsive and not considered for award.

4. The unit prices of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided and must include proper packaging as required in the specifications and delivery cost to the designated sites. Unit prices shall include taxes but any charges or taxes which are required to be paid under future laws must be paid by the bidder at no additional charge to the Sponsor.

5. Meal Orders

Sponsors will order meals on Friday of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each site and each type of meal.

The Sponsor reserves the right to increase or decrease the number of meals ordered on a forty-eight hour notice or less if mutually agreed upon between the parties to this contract.

6. Menu-Cycle Change Procedure

The food service management company shall adhere to the eleven day cycle menu(s) and portion sizes specified by the sponsor on Schedule B for the first 11 days of meal service. Thereafter, deviation from this menu cycle shall be permitted only upon authorization of the Sponsor. Menu changes may be made only when agreed upon by both parties. The meals must continue to meet or exceed the required meal patterns as listed in Schedule C. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, he shall notify the Sponsor immediately so substitutions can be agreed upon. The Sponsor reserves the right to request menu changes within the food service management company's food cost periodically throughout the contract period.

7. Noncompliance

The Sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. Contractors will be informed within forty-eight hours of disallowed meals. The contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications or delivered in unsanitary conditions such as incorrect temperatures. The Sponsor reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor shall be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The Sponsor or agency inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

8. Specifications

A. Packaging

- a) Hot meal unit - packaging suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400°F or (204°C) or higher.

- b) Cold meal unit or unnecessary to heat - container and overlay to be plastic or paper and non-toxic.
- c) Cartons - each carton shall be labeled to meet state or local requirements. Label to include:
 - Processor's name and address (plant)
 - Item identity, meal type
 - Date of production
 - Quantity of individual units per carton
- d) Meals shall be delivered with the following nonfood items: condiments, straws for milk, napkins, single service ware, etc.
- e) Sandwiches shall be individually wrapped in a plastic, cellophane or waxed paper bag prior to placement in the total meal package.
- f) All containers holding wet or moist products must be designed against seepage, spilling or leaking.

B. Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery. All fresh fruits and vegetables must be washed thoroughly during handling or before packaging.

C. Food Specifications

Bids are to be submitted based on the menu(s) included in Schedule B and food specifications in Schedule D.

SECTION F

GENERAL CONDITIONS

1. Delivery Requirements

- A. Delivery shall be made by the contractor to each site in accordance with the order from the Sponsor.
- B. Meals shall be delivered daily, unloaded, and placed in the designated area by the contractor's personnel at each of the locations and times listed in Schedule A.
- C. The contractor shall be responsible for delivery of all meals and dairy products at the specified time as stated in Schedule A of this document or no later than the start of the scheduled meal time at each site. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.
- D. The Sponsor reserves the right to *add* or *delete* sites. This shall be done by amendment of Schedule A. Deletion or addition of sites will be made not less than twenty-four hours prior to the required date of service.

2. Supervision and Inspection

The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging in addition to the quality of products.

3. Recordkeeping

- A. Delivery tickets must be prepared by the contractor at a minimum in four copies: two for the contractor, one for the site and one for the Sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the Sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the Sponsor only if signed by the Sponsor's designee at the site.
- B. The contractor must submit all invoices incurred pertaining to the Sponsor's food service operation within 30 days of the last day of each month or the final day of the program.
- C. The contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.
- D. The food service management company shall retain records for a period of three years plus the fiscal current year. If audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit. Such records must be available for a period of three years from the date of the final contract renewal period has expired and/or receipt of final payment under the contract, whichever occurs last, for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of the Sponsor, the Illinois State Board of Education, United States Department of Agriculture, and the Comptroller General at any reasonable time and place.
- E. The vendor shall maintain the following records for the sponsor:
 - a) Production records, including quantities and amounts of food used in preparation of each meal and food component of menus

- b) Standardized recipes and yield from recipes
- c) Processed product nutritional analysis
- d) Dates of preparation of meals
- e) Number of meals and locations where meals were delivered
- f) Signed delivery slips
- g) Nutritional content of individual food items and meals as delivered
- h) Food and bid specifications

4. Method of Payment

The contractor shall submit its itemized invoice to the Sponsor biweekly, or monthly as mutually agreed upon. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding two weeks or month. Payment will be made at the unit price specified in the contract. No payment shall be made unless the required delivery receipts have been signed by the site representative of the Sponsor.

5. Inspection of Facility

- A. The Sponsor, the Illinois State Board of Education and the U.S. Department of Agriculture reserve the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- B. The contractor's facilities shall be subject to periodic inspections by USDA, State and local health departments or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with U.S. Department of Agriculture regulations.
- C. The vendor must provide meals when requested for periodic inspection by the local or state health department or an independent agency to determine the bacteria levels in the meals served.

6. Availability of Funds

The Sponsor shall have the option to cancel this contract if the Federal government withdraws funds to support the Summer Food Service Program by giving the contractor forty-eight hour written notice. It is further understood that, in the event of cancellation of the contract, the Sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

7. Number of Meals

The contractor must provide exactly the number of meals ordered. Counts of meals will be made at all sites before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

8. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the Sponsor by telephone of the following; (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than 20 minutes after specified meal time.

Emergency circumstances at the site precluding utilization of meals are the concern of the Sponsor. The Sponsor may cancel orders provided they give the contractor at least 48 hours' notice.

Adjustments for emergency situations affecting the contractor's ability to deliver meals, or Sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and the Sponsor.

9. Terms and Termination

- A. This contract is effective for a one-year period commencing **June 1, 2013** or upon written acceptance of the contract, whichever occurs last, through **May 31, 2014**, with options to renew yearly not to exceed four additional years.
- B. The Sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The Sponsor shall notify the contractor of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Sponsor shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damages incurred by the Sponsor. The Sponsor shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- C. The Sponsor shall by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found, by the Sponsor that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to any officer or employees of the Sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Sponsor makes such findings shall be an issue and may be reviewed in any competent court.
- D. The Sponsor or contractor may cancel this contract for cause with a 60-day written notification.

- E. Neither the contractor nor sponsor shall be responsible for any losses resulting if the fulfillment of the terms of the contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence.
- F. The only rates that may be renegotiated in subsequent years of this contract are the individual per meal fixed rates contained herein. Before any fixed rate increases can be implemented as part of a contract renewal agreement, the contractor shall document to the sponsor, through a written financial analysis, the need for such increase. Renegotiation of all fixed rates in subsequent years of the contract must not exceed the *Consumer Price Index for Urban Consumers—Food Away From Home* annualized rate for December of the previous calendar year, not to exceed 3%. Percentage increases cannot be applied to any previous year's total estimated or actual contract cost.
- G. In the event this contract is terminated as provided in paragraph (B) or (C) hereof, the Sponsor shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor. In addition, if this contract is terminated under paragraph (C), the sponsor shall be entitled to as a penalty, in addition to any other damages in an amount which shall not be less than three or more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- H. The rights and remedies of the Sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

10. Subcontracts and Assignments

The contractor shall not subcontract for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the Sponsor, his contract or any interest therein.

In the event of any assignment, the contractor shall remain liable to the Sponsor as principal for the performance of all his obligations under this contract.

11. Insurance

The contractor will procure and maintain the following insurance:

- A. Workmen's Compensation Insurance as prescribed by the laws of the State of Illinois.
- B. Comprehensive Bodily Injury, Property Damage, Liability, and Products Liability Insurance, including bodily injury and property damage caused by automobiles, with limits prescribed by the State of Illinois for injury or death of any one person or for injury or death of two or more persons in any one accident, for property damage in any one accident, and for products liability in any one accident.

The contractor shall furnish the Sponsor with such evidence of insurance, including insurance covering contractor's contractual liability hereunder, as the Sponsor may reasonably require.

- C. Vendor shall indemnify Sponsor and the State against any loss or damage (including attorney's fees and other costs of litigation) caused by the contractor's negligent acts or commission of contractor's agents or employees.

Contractor expressly agrees to defend any suit against the Sponsor alleging personal injury, sickness, or disease arising out of consumption or use of the merchandise sold, as well as any loss resulting from pilferage by contractor's employees.

The Sponsor shall promptly notify the contractor and the State Agency in writing of any claims against either contractor or Sponsor and, in the event of a suit being filed, shall promptly forward to the contractor and the State Agency all papers in connection therewith. The Sponsor shall not incur any expense or make any settlement without contractor's consent; providing however, that if contractor refuses or neglects to defend any such suit, Sponsor may defend, adjust, or settle any such claim, and the costs of such defense, including reasonable attorney's fees, may be charged to the contractor's account.

SECTION G

GENERAL PROVISIONS

1. This contract constitutes the entire agreement between the sponsor and contractor and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by the sponsor.
2. It is further agreed between the sponsor and contractor that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of this contract.
3. The contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7CFR Parts 15, 15a, and 15b; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement in the School Nutrition Programs*; and any additions or

amendments.

4. If this contract is in excess of \$100,000, the sponsor and contractor shall comply with all applicable standards, orders, and regulations, including but not limited to:

A. The Clean Air Act (42 USC 1857[h]), the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1.1);

B. *Certification Regarding Lobbying* pursuant to 31 USC 1352 (Appendix A: 7 CFR Part 3018); and

C. *Disclosure of Lobbying Activities* pursuant to 31 USC 1352 (Appendix A: 7 CFR Part 3018).

5. The contractor certifies compliance with:

A. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat.871);

B. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5);

C. Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and Department of Labor Regulations (41 CFR Chapter 60); and

D. Uniform Administrative Requirements for Grants and Cooperative Agreements to State—Procurement (7 CFR Part 3016.36).

Schedule A- Program Sites

Following is the list of City of Chicago 2012 Summer Nutrition Sites. Please use this as a guide in preparing your bid.

<u>SiteName</u>	<u>Program Address</u>	<u>Breakfast</u>	<u>Lunch</u>	<u>Snack</u>	<u>Supper</u>
A Knock at Midnight	400 W. 76th St.	0	18	2	0
A Place of Hope Christian Ministeries	311 E. 95th St	26	31	0	0
Abla	1254 S. Loomis St	27	49	0	0
	1351 W. Hastings	26	32	0	0
Abraham Lincoln Center	3858 S. Cottage Grove Ave	42	58	9	0
Albany Park	3244 W. Ainslie St	0	31	32	0
Alliance For Community Peace	509 W. Elm St	51	117	0	0
Altgeld	13037 S. Evans	21	30	0	0
	742 E. 133rd Pl	25	34	0	0
	939 E. 130th Pl	21	17	0	0
	13103 S. Langley	23	29	0	0
	13136 S. Langley	28	31	0	0
	656A E. 133rd St	19	24	0	0
	13203 S. Langley	29	28	0	0
	13022 S. Greenwood	17	21	0	0
	13210 S. Greenwood	28	28	0	0
	944 E. 131st St.	18	20	0	0
Amani House	8025 S. Honore	23	20	0	0
American Educare Inc.	3107 W. Devon 1st Floor	0	15	0	0
Ashunti Resident	4944 W. Huron	0	25	25	0
Ashunti's 2 Community Center	4350 W. 16th St	0	28	28	0
Austin Community Academy	231 N. Pine	0	33	19	0
Barbara Jean Wright Apts	1350 S. Morgan	0	8	0	0
Bethel Green Family	5619 W. Madison	3	4	0	0
Bethel Imani	6201 S. Sangamon	0	33	0	0
Bishop Shepard Little	5230 S. Halsted	14	18	0	0
Blackstone Bicycle Works	6100 S. Blackstone	20	37	1	0

<u>SiteName</u>	<u>Program Address</u>	<u>Breakfast</u>	<u>Lunch</u>	<u>Snack</u>	<u>Supper</u>
Brand New Beginning	113 E. 58th St	6	11	0	0
Bridgeport	3122 S. Green	25	29	0	0
Brooks High School	250 E. 111 St	0	68	62	0
Busy Bumble Bee	6450 S. Cottage Grove	0	7	6	0
Cabrini	523 W. Locust	15	26	0	0
Cambridge Camp	1014 E. 47th St.	0	68	71	0
Center for Community	6543 S. Champlain	0	1	1	0
Chance after Chance	309 N. Cicero	0	3	0	0
Charles Hayes FIC	4455 S. King Drive	13	16	0	0
Chatham Avalon Nursery	26 E. 79th St	29	57	0	0
Chatham Fields	8050 S. St. Lawrence Ave	17	18	0	0
Chicago State	9501 S. King Drive	0	18	0	0
Children's Garden	2938 E. 91st St.	19	24	4	0
Children's Health & Exective Club	4445 S. Drexel	0	25	26	0
Chinese Mutual Aid Association	1016 W. Argyle	48	62	2	0
Christ Center of truth	402 W. 71st St	1	20	20	2
Christian Fellowship Flock	2435 W. Division	48	49	0	0
Christian Service Center	4750 W. Washington Blvd	0	11	0	0
Church of God	1738 W. 67th St., Lower Level	0	30	29	0
Clarendon Park Community Center	4501 N. Clarendon	0	39	17	0
Common Wealth Church	140 W. 81st	19	20	0	0
Coppin Memorial AME Church	5627-33 S. Michigan Ave	4	4	0	0
Corliss High School	821 E. 103rd	0	19	17	0
CPL Kelly Branch	6151 S. Normal	0	0	1	19
Dearborn	2701 S. Dearborn	40	40	0	0
	2840 S. State Street	30	34	0	0
	2931 S. Federal #105	35	40	0	0

<u>SiteName</u>	<u>Program Address</u>	<u>Breakfast</u>	<u>Lunch</u>	<u>Snack</u>	<u>Supper</u>
DePaul University	1 E. Jackson, 11th floor, Room 11	3	3	0	0
Dime Child Foundation	2929 S Wabash Suite 200	0	14	0	0
DMI Youth Can	5090 W. Harrison st	0	3	2	0
Douglas Park Youth Services	2700 W. 24th St	0	9	2	0
Douglass Middle Academy	543 N. Waller	0	38	27	0
Eagles Youth Football	1313 S. Sacramento	0	0	0	35
Edgewater Baptist Church	1401 W. Hollywood	0	54	52	0
Education & Training Academy	1300 W. Jackson	15	25	0	0
El Valor Guadalupe Reyes (19th street)	1951 W. 19th St.	24	24	0	0
El Valor Rey Gonzalez (92nd Street)	3050 E. 92nd St	18	22	0	0
Englewood HS. Football	6201 S. Stewart	0	0	20	22
Esperanza School	520 N. Marshfield	0	16	0	0
Family Focus Lawndale	3517 W. Arthington St.	63	66	0	0
First Vietnamese UMC	3100 W. Wilson	0	31	0	0
Friendship Assembly of Good	2447 W. Granville	2	2	0	0
Friendship Baptist Church	5200 W. Jackson Blvd	0	0	5	8
Fuller Park	331 W. 45th Street	11	11	0	0
Gallery 37	66 E. Randolph St.	0	147	0	0
Garfield	10 South Kedzie	0	19	19	0
Garfield Park Community	4100 W. Jackson Blvd	0	0	0	12
Golden Gate Day Care	432 E 134th St	10	11	0	0
Golden Sugar	5527 S. Ashland	0	17	16	0

<u>SiteName</u>	<u>Program Address</u>	<u>Breakfast</u>	<u>Lunch</u>	<u>Snack</u>	<u>Supper</u>
Gorham United Methodist Church- Youth Blast	5600 S. Indiana Ave	2	4	2	0
Grace Calvary Church	7800 S. Loomis	0	8	0	0
Greater Galilee Church	1308 S. Independence Blvd	0	1	1	0
Greater King David	4921 S. Prairie	0	9	8	0
Greater Metropolitan Church	5856 S. Wabash	4	6	0	0
Greater Mount Calvary	4522 W. 16th St	0	0	0	6
Harris Temple Church	4138 S. Cottage Grove	0	16	12	0
Helping Hands Youth Progam	2142 W. Van Buren	0	2	0	0
Hippity Hop Tiny Tots	11223 S. Halsted	0	27	27	0
Holman Leadership	7100 S. South Shore Dr.	15	17	1	0
Holy Angels Catholic Church	615 E. Oakwood	0	0	0	3
Holy Covenant MB Church	1733 W. 75th PL	1	3	0	0
Honey Bear	401-419 W 95th St.	0	25	19	0
Horner	1815 W. Monroe	20	22	0	0
Horner/West Haven	2147 W. Maypole	42	46	0	0
Housing Opportunities For Women	1607 W. Howard	0	19	0	0
Hyde Park Jackson Park	6220 S. Stony Island	0	21	18	0
Imagine Englewood If	730 W. 69th Street	0	38	36	0
Interfaith Refugee	1212 W. Balmoral Ave.	0	19	20	0
Jackson Blvd. Church	2413 W. Jackson	0	14	13	0
Jewish Child Family Services	3145 W. Pratt	0	31	0	0
Jr. Green Youth Farm	834 E. 50th St	3	5	0	0

<u>SiteName</u>	<u>Program Address</u>	<u>Breakfast</u>	<u>Lunch</u>	<u>Snack</u>	<u>Supper</u>
Kenwood Oakland Community	4434 S. Lake Park	0	29	29	0
Kidwatch Plus	3901 N. Ridgeway	0	112	105	0
Kidz Express	342 S. Laramie	0	37	38	0
King Center	South Cottage Grove	0	15	13	0
King of Glory Tabernacle	2314 E. 83rd St.	15	14	0	0
Kingdom Baptist Church	231 N. Pine	34	11	0	0
King's Dominion	2515 W. 63rd	5	6	0	0
KLEO Community Center	119 E. Garfield Blvd	0	2	2	0
Korean American Resource	2701A W. Peterson Ave.	1	0	16	15
La Causa Community Comm.	8816 S. Commercial	0	64	0	0
La Hermosa Community Center	2901 N. Spaulding Ave	0	19	0	0
Lake Park Place	3983 S. Lake Park	31	31	0	0
	3939 S. Lake Park	17	24	0	0
Lakeside Square	920 W. Lakeside	0	31	30	0
Lathrop	2626 N. Hoyne	18	24	0	0
Lawndale Gardens	2718 W. 26th St	31	34	0	0
Liberty B.C.	4849 S. King Drive	9	10	0	0
Lilydale First Baptist Church	649 W. 113th St	30	41	4	0
Little Hands Learning Center	2368 E. 69th St.	37	38	0	0
Living Water Church	6808 N. Ashland	0	20	20	0
Local-Motions	6272 W. North ave	0	32	32	0
Logan Square Neighborhood Association	3255 W. Armitage	0	2	0	0
Lowden	9458 A S. Harvard	26	27	0	0
Lowden Homes	202A W. 95th St.	21	32	0	0
Lutheran Church of Holy Spirit	1335 W. 115th St.	29	34	2	0
Major Adams	125 N. Hoyne	0	7	6	0
Marcy Newberry Center	1073 W. Maxwell	0	60	60	0

<u>SiteName</u>	<u>Program Address</u>	<u>Breakfast</u>	<u>Lunch</u>	<u>Snack</u>	<u>Supper</u>
Mary Magdeline Church	10920 S. Princeton	0	2	2	0
Maternity BVM	3647 W. North ave	36	36	0	0
McGee Temple/SE McGee Temple COGIC Youth Dept.	4946 S. Vincennes	0	1	0	0
McKinley Day Camp	2647 E 88th St	0	15	15	0
Methodist Youth Services	2242 S. Damen	16	22	0	0
Metro Squash	5655 S. University	0	21	2	0
Metropolitan Community Church	4610 S. Prairie	11	12	0	0
Metropolitan Family Services	3843 W. 63rd St.	0	0	20	18
	235 E. 103rd Street	0	3	2	0
Mid Austin Steering Committee	816 N. Laramie	0	13	22	0
Millennium Park	134 E. Monroe	0	104	0	0
Morton School of Excellence	431 N. Troy	0	0	0	0
Mt. Olive Baptist Church	6353-57 S. Marshfield	6	6	0	0
Mujeres Latinas	1823 W. 17th St	0	6	6	0
NCSS - 18th	2121 W. 18th	15	18	0	0
NCSS 2838	2838 W. Walton	16	31	0	0
NCSS Palmer/Hispanic Housing	3551 W. Palmer	12	17	0	0
Neighborhood Boys and Girls Club	2501 W. Irving Park	117	0	118	0
Ness	4531 N. Hazel	24	23	0	0
New Eclipse Church	715 W. 51st St	0	4	4	0
New Foundation Church	10632 S. Wentworth	0	4	0	0
New Gresham Church	8700 S. Emerald	0	5	2	0
New Hope Luther School	3130 W 87th Street	25	28	0	0
New Life Believers Church	9321 S. Cottage Grove	5	5	0	0

<u>SiteName</u>	<u>Program Address</u>	<u>Breakfast</u>	<u>Lunch</u>	<u>Snack</u>	<u>Supper</u>
New Philadelphia Church	5440 S. State St	8	10	0	0
New Tabernacle MB Church	10413 S. Michigan	0	15	0	0
New Zion Ministries	5463 W. Chicago Ave.	26	27	0	0
North Lawndale Green Youth Farm	3555 W. Ogden Ave	0	10	0	0
North Star U.M.W.A.	1414 S. Hamlin Ave.	0	19	19	0
Operation Restoration	8758 S. Peoria	1	17	0	0
Park Manor Christian Church	600 E. 73rd St	11	12	0	0
People's Church	941 W. Lawrence	0	5	2	0
PRC Learning Center	9933 S. Western, # 104	17	19	4	0
Project Safer Youth	808 S. Kedzie	0	8	8	0
Pros Arts	1119 W. Cullerton Ave.	0	4	3	0
Providence Missionary Baptist Church	8401 S. Ashland	6	6	0	0
RBC Community Center	1159 W. 51st St	0	3	3	0
Resurrection House	244 E. 138th St.	0	2	2	0
Resurrection Lutheran Church	9349 S. Wentworth	0	0	0	3
Robeson High School	6801 S. Normal	0	2	13	31
Roseland Christian Ministries	10858 S. Michigan	0	24	0	0
Ryeerson Y. Community School	646 N. Lawndale	24	25	0	0
Salvation Army Mayfair	5020 N. Pulaski	37	0	38	0
Second Chance Housing & Development	5900 W. North Ave.	0	26	26	0
Seed of Abraham	1651 N. Karlov	15	16	0	0
Sembrando El Futuro (First Congregational Church)	1305 N. Hamlin Ave	2	7	4	0

<u>SiteName</u>	<u>Program Address</u>	<u>Breakfast</u>	<u>Lunch</u>	<u>Snack</u>	<u>Supper</u>
Senn High School	5900 N. Glenwood	0	6	0	0
South Side Help Center	10420 S. Halsted	0	1	0	0
Southlawn UMC	8605 S. Cregier Ave	7	11	3	0
Southwest Montessori	8620 S. Racine	0	15	15	0
SSSE 2	8548 S. Mackinaw	13	15	0	0
SSSE-Root	348 W. 43rd St.	16	17	0	0
SSW Congress	3640 W. Congress #104	17	19	0	0
SSW-Homan	1404 S. Homan	20	24	0	0
St Margaret Of Scotland School	9837 S. Throop	0	17	19	0
St Mark Lutheran Church	655 E. 88th St.	0	9	8	0
St Paul Church Summer Camp	4526 S. Wabash	0	22	21	0
St. James AME Church	9256 S. Lafayette Ave	25	26	1	0
St. Mark COGIC	9201 S. Avalon ave	0	3	2	0
St. Mark UMC	8441 S. St. Lawrence	11	15	0	0
St. Stephen's Day Camp	8500 S. Maryland	0	25	24	0
St. Thomas Church	8000 S. Jeffrey Blvd	0	21	20	0
St. Titus One Church	12257 S. Emerald	22	21	0	0
Sunlight African Community Center	4538 N. Broadway	41	43	0	0
Sweet Holy Spirit Church	8621 S. South Chicago	23	24	0	0
TAB West	2678 W. Washington	6	4	0	0
The Ark of St. Sabina	7800 S. Racine	0	65	69	0
The Christ Way MB Church	1210 E. 62nd St	50	55	4	0
The Miracle Center	3740 W. Belden	0	1	1	0
The Peace Corner Youth Center	5022 W. Madison	0	2	2	0
The Salvation Army Temple Corps	1 N. Ogden Ave	0	26	1	0
Triedstone Church	1415 W. 104th	0	15	15	0

<u>SiteName</u>	<u>Program Address</u>	<u>Breakfast</u>	<u>Lunch</u>	<u>Snack</u>	<u>Supper</u>
True to Life Foundation	1712 E. 87th St.	0	21	24	0
Trumbull	10606 S. Oglesby	30	36	0	0
	10616 S. Bensley	22	32	0	0
Two Anchor House	1230 W. 76th St.	0	31	8	0
Union Hill M.B. Church	600 S. Tripp Avenue	0	0	1	10
United In Love	7010-14 S. Halsted	3	4	0	0
Universal Family Connection	1350 W. 103rd St	0	0	0	2
Universidad Popular	2801 S. Hamlin	21	30	2	0
Upper Room Ministries	1400 E. 72nd St	0	29	0	0
Uptown Strike School	847 W. Sunnyside	0	5	2	0
Urban Prep Football	6201 S. Stewart	0	13	0	0
VDG Summer Music Camp	9349 S. Wentworth	10	10	0	0
Village Leadership	800 S. Wells	93	97	0	0
Washington Park	713 E. 45TH St	26	28	0	0
	4021 S. Prairie #101	26	34	0	0
	627 E. 40th Street	22	23	0	0
Washington Park Dyett Green Youth Farm	555 E. 51st	0	13	0	0
Wentworth	3755 S. Wells St	35	36	0	0
	248 West 38th Place	35	45	0	0
Wesley UMC	201 E. 95th St	27	29	2	0
West Pullman	322 W. 119th St	0	9	0	0
Westlawn Gospel Chapel	2115 S. St. Louis	0	8	0	0
Whiz Kids Nursery Center	514-522 W. 103rd Street	0	0	13	0
	10623-27 S. Halsted	0	0	7	0
Wildcats Sports Program	244 E Pershing Road	0	84	83	0
Women in Partnership	1830 W. 95th St.	10	10	0	0
WPIC	6122 S. Cottage Grove	0	21	23	0
Wytec Youth	4213 W. Madison	0	3	2	0
Yipee Hermosa	1657 N. Karlov	34	34	0	0
Youth Service Project	3942 W. North Ave	0	4	3	0
Daily Total		2,418	4,977	1,721	186

SCHEDULE B - MENUS

Sponsor shall attach the menu cycle and specifications for the program. The menu cycle must be at a minimum, an eleven day cycle. You may specify as long a menu cycle as you want served. **The bid menu cycle must be served throughout the contract period.**

[Breakfast menu](#)

[Lunch/Supper menu](#)

[Supplement menu](#)

Please refer to page 89 for the menus the City of Chicago intends to use for the purposes of this bid.

SCHEDULE C

REQUIRED MEAL PATTERNS

SUMMER FOOD SERVICE PROGRAM ILLINOIS STATE
BOARD OF EDUCATION

Each meal must contain, at a minimum, foods from each of the components indicated.



MEAL	FOOD COMPONENTS	
Breakfast	Fluid Milk ¹ Juice or Fruit or Vegetable Grain/Bread ²	1 cup ½ cup 1 serving
Lunch/Supper	Fluid Milk ¹ Meat/Meat Alternate ³ Juice or Fruit or Vegetable ⁴ (2 servings) Grain/Bread ²	1 cup 2 ounces ¾ cup total 1 serving
Snack (any two items)	Fluid Milk ¹ Juice or Fruit or Vegetables ⁵ Meat/Meat Alternate ³ Grain/Bread ²	1 cup ¾ cup 1 ounce 1 serving

¹ Milk must be served as a beverage, on cereal, or in part for each purpose.

² Refer to Grains/Breads Requirements on following pages.

³ Refer to Meat/Meat Alternate Requirements on following pages.

⁴ Serve two or more kinds of vegetables and/or fruits or a combination of both. Full-strength fruit or vegetable juice may be counted to meet no more than half of this requirement.

⁵ Juice may not be served when milk is served as the only other component.

GRAINS/BREADS REQUIREMENTS

The item must be whole-grain, enriched, made from whole-grain or enriched meal or flour, or bran or germ. If it is a cereal, the product must be whole-grain, enriched, or fortified. In lieu of using the minimum serving sizes listed, the contribution of a recipe may be calculated to determine the number of grains/breads servings the recipe provides. The crediting of a food item as a grains/breads serving is determined by the total amount of enriched or whole-grain meal and/or flour in the recipe divided by the number of servings the recipe yields. The amount of flour or meal contained in each serving is then divided by 14.75 grams. Bran, germ, and corn meal are calculated in the same manner. For recipes with ingredients listed in Groups H and I, follow the weights and volumes listed for the specific servings in these groups.

MINIMUM SERVING SIZES

The following Grains/Breads Chart has been divided into nine groups. The required weight for each group is based on the key nutrients in one slice of bread (25 grams or 0.9 ounces) or an equal amount (14.75 grams) of whole-grain, enriched flour, bran, or germ. Within each group all bread items have approximately the same nutrient and grain content in each serving. Items with fillings, toppings, etc., require larger serving sizes to meet the minimum grain content. Some of the following foods, or their accompaniments, may contain more sugar, salt, and/or fat than others. This should be considered when deciding how often to serve them.

GROUP A	MINIMUM SERVING SIZE FOR GROUP A
<ul style="list-style-type: none"> • Breeding Type Coating • Bread Sticks, <i>hard</i> • Chow Mein Noodles • Crackers, <i>saltines, snack</i> • Croutons • Pretzels, <i>hard</i> • Stuffing, <i>dry</i> 	1 serving = 20 g or 0.7 oz
GROUP B	MINIMUM SERVING SIZE FOR GROUP B
<ul style="list-style-type: none"> • Bagels, Biscuits • Batter Type Coating • Breads, <i>white, wheat, whole wheat, French, Italian</i> • Buns, <i>hamburger, hot dog</i> • Crackers, <i>graham (all shapes), animal</i> • Egg Roll Skins • English Muffins • Pita Bread, <i>white, wheat, whole wheat</i> • Pizza Crust • Pretzels, <i>soft</i> • Rolls, <i>white, wheat, whole wheat, potato</i> • Tortillas, <i>wheat, corn</i> • Tortilla Chips, <i>wheat, corn</i> • Taco Shells 	1 serving = 25 g or 0.9 oz
GROUP C	MINIMUM SERVING SIZE FOR GROUP C
<ul style="list-style-type: none"> • Cookies ¹, <i>plain</i> • Cornbread, Corn Muffins • Croissants, Pancakes, Waffles • Pie Crust, <i>dessert, meat/meat alternate</i> • Turnover Crust ² 	1 serving = 31 g or 1.1 oz
GROUP D	MINIMUM SERVING SIZE FOR GROUP D
<ul style="list-style-type: none"> • Doughnuts ², <i>cake, yeast, raised, unfrosted</i> • Granola Bars ², <i>plain</i> • Muffins, <i>all but corn</i> • Sweet Roll • Toaster Pastry ², <i>unfrosted</i> 	1 serving = 50 g or 1.8 oz

GROUP E	MINIMUM SERVING SIZE FOR GROUP E
<ul style="list-style-type: none"> • Cookies ¹, <i>with nuts, raisins, chocolate pieces, fruit purees</i> • Doughnuts ², <i>cake, yeast, raised, frosted, glazed</i> • French Toast • Grain Fruit Bars ² • Granola Bars ² <i>with nuts, raisins, chocolate pieces, fruit</i> • Sweet Rolls, Toaster Pastry ², <i>frosted</i> 	1 serving = 63 g or 2.2 oz
GROUP F	MINIMUM SERVING SIZE FOR GROUP F
<ul style="list-style-type: none"> • Cake ¹, <i>plain, unfrosted</i> • Coffee Cake ² 	1 serving = 75 g or 2.7 oz
GROUP G	MINIMUM SERVING SIZE FOR GROUP G
<ul style="list-style-type: none"> • Brownies ¹, <i>plain</i> (Allowed only for snack) • Cake ¹, <i>frosted, all varieties</i> (Allowed for breakfast or snack) 	1 serving = 115 g or 4 oz
GROUP H	MINIMUM SERVING SIZE FOR GROUP H
<ul style="list-style-type: none"> • Barley, Bulgar • Breakfast Cereals, <i>cooked</i> • Corn Grits • Macaroni, <i>all shapes</i> • Noodles, egg — <i>all varieties</i> • Pasta, <i>all shapes</i> • Ravioli, <i>noodle only</i> • Rice, <i>enriched white or brown</i> 	1 serving = ² c cooked or 25 g or 0.9 oz dry
GROUP I	MINIMUM SERVING SIZE FOR GROUP I
<ul style="list-style-type: none"> • Breakfast Cereal, <i>dry</i> • Rice Cakes 	1 serving = lesser of ½ c or 1 oz

¹ Allowed only for desserts or snacks.

² Allowed for breakfast and/or snack.

MEAT/MEAT ALTERNATE

Meat/meat alternates must be served at lunch and supper and may be served as part of the snack. A serving of cooked lean meat, poultry, or fish (without the weight of bone or breading), cheese, yogurt, cooked dry beans/peas, eggs, peanut butter or other nut butters, and nuts or seeds, or any combination of these may be used to meet this requirement. You may serve these foods as the entrée or as part of the entrée and in one other menu item. Examples: ground meat and cheese combined in a casserole meet the requirement of a main entrée; a peanut butter sandwich and half of a deviled egg meet the requirement as part of the entrée and an additional menu item.

Nuts and seeds may not fulfill more than 50 percent of the meat/meat alternate requirement for lunch or supper, but may fulfill the entire requirement for a snack. For the purpose of determining combinations, one ounce of nuts or seeds is equal to one ounce of cooked lean meat, poultry, or fish. The nuts and seeds that may be used as a meat alternate include peanuts, soynuts, tree nuts (almonds, walnuts, and pecans), and seeds (sunflower, sesame, and pumpkin).

MEAT/MEAT ALTERNATE	SERVING SIZE – LUNCH/SUPPER
<ul style="list-style-type: none"> • Lean Meat, Poultry, Fish • Cheese • Eggs • Yogurt • Cooked Dry Beans/Peas • Nut Butters • Nuts 	2 oz 2 oz 1 egg 8 oz ½ c 2 T = 50% 1 oz = 50%

SCHEDULE D – Product Specifications

Specifications shall be as follows:

1. Milk and milk products are defined as “. . . fluid types of pasteurized flavored or unflavored whole milk or low-fat milk, or skim milk or cultured buttermilk which meet State and local standards for such milk . . . “ Milk delivered hereunder shall conform to these specifications.
2. Breads, bread alternates, and grains must be made from whole-grain or enriched meal or flour. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on Schedule C. If applicable, product should be in moisture-proof wrapping and pack code date provided.
3. All meat and poultry must have been inspected by the United State Department of Agriculture (USDA) and must be free from off color or odor.
 - Beef must be at least 70:30 lean to fat, preferable 80:20 lean to fat
 - Poultry should be U.S. Grade A when applicable and should meet the recommendations outline in *Specifications for Poultry Products, A guide for Food Service Operators* from USDA.
 - For breaded and battered items, all flours must be enriched for breads/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
 - For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
4. All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
5. Any serving of chicken nuggets, fish sticks, corn dogs or any other type of breaded item must contain enough meat to yield at least 2 ounces of meat in order to meet the USDA minimum requirement for lunch/supper or at least one ounce of meat in order to meet the USDA minimum requirement for snack.
6. All cheese should be firm, compact and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or lowfat. All cheese should have a bright, uniform, and attractive appearance; have a pleasing flavor; demonstrate satisfactory meltability; and contain proper moisture and salt content.
7. All fish must have been inspected by the United States Department of Commerce (USCD) and meet minimum flesh and batter/breading required for USDA Grade A product or product packed under federal inspection (PUFI) by the USDC.
8. All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. Fruits must at a minimum meet the food distributors' second quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 11-day cycle menu requirements.
9. All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA *Food Buying Guide*. Vegetables must at a minimum meet the food distributors' second quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 11-day cycle menu requirements.
10. All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free of discoloration, blemishes, and decay.
11. Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
12. Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
13. If applicable, the food production facility, manufacturing plan, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
14. Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.

**Bidder Responsibility and Bid Responsiveness Criteria
2013 Summer Food Service Program**

Bidder Responsibility and Bid Responsiveness Criteria	Minimum Standard(s) To Demonstrate Compliance	Evidence/Document(s) Required To Demonstrate Compliance
Financial Stability of Bidder	<ul style="list-style-type: none"> ◆ Three years of profitable financial performance ◆ No petitions for bankruptcy by contractor or principals of contractor 	<ul style="list-style-type: none"> ◆ Provide copies of company financial statements for past three years
Bonding	<ul style="list-style-type: none"> ◆ Bid bond for 5% of total bid and ability to provide a 10% performance bond 	<ul style="list-style-type: none"> ◆ Bid bond for 5% included with bid and ability to provide a 10% performance bond within 10 days of the contract award
Insurance	<ul style="list-style-type: none"> ◆ Enforce insurance as required in bid document 	<ul style="list-style-type: none"> ◆ Sample certificate of insurance demonstrating required coverage
Experience	<ul style="list-style-type: none"> ◆ A minimum of five years in food service management business 	<ul style="list-style-type: none"> ◆ Documentation of experience by bidding company
References	<ul style="list-style-type: none"> ◆ FSMC will provide at least 5 customer references. Sponsor will randomly contact references from list provided and references must have a satisfactory rating of at least 80% 	<ul style="list-style-type: none"> ◆ FSMC will provide a history of all organizations they have had contracts with in the past 5 years with contact information
Transportation Ability	<ul style="list-style-type: none"> ◆ FSMC shall have at least 2 refrigerated trucks in working order to make meal deliveries 	<ul style="list-style-type: none"> ◆ Inspect refrigerated trucks before award
Health Department Inspections	<ul style="list-style-type: none"> ◆ Not more than 2 critical citations within the past 2 years 	<ul style="list-style-type: none"> ◆ Copy of Health Inspection Reports for the last 2 years
Evidence of Longevity in Food Service Industry Serving Child Nutrition Programs	<ul style="list-style-type: none"> ◆ At least 80% of contracts renewed over the last 5 years 	<ul style="list-style-type: none"> ◆ Documentation of all contracts lost over past five years. Randomly contact clients regarding non-renewals
On-Site Evaluations	<ul style="list-style-type: none"> ◆ Three favorable on-site evaluations within the last 12 months 	<ul style="list-style-type: none"> ◆ Submit signed, executed copies of on-site evaluations
Meal Delivery	<ul style="list-style-type: none"> ◆ Plan for delivery of meals 	<ul style="list-style-type: none"> ◆ Description of plan that accommodates sponsor's needs
Timely Delivery	<ul style="list-style-type: none"> ◆ Not late more than 2 times per month 	<ul style="list-style-type: none"> ◆ References—list of clients over the past 3 years
Staffing Plans for Delivery Trucks	<ul style="list-style-type: none"> ◆ Criminal background checks have been conducted on all delivery truck drivers 	<ul style="list-style-type: none"> ◆ Vendor certifies that all criminal background checks have been conducted for all delivery truck drivers
Staffing	<ul style="list-style-type: none"> ◆ Proof that applicant will assign at least one regular staff person to manage this contract, specifically the day to day meal orders. 	<ul style="list-style-type: none"> ◆ Job descriptions and resumes of staff to be assigned to the program.
Meal Tracking	<ul style="list-style-type: none"> ◆ Demonstration that applicant has in its possession a computer tracking system adequate to accurately track daily meal deliveries and charges 	<ul style="list-style-type: none"> ◆ Discussion, screen shots and sample reports of computerized tracking system demonstrating it's capacity.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 7 CFR 3017 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733) and Part II of the November 26, 2003 Federal Register (pages 66533-66646). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
3. It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
4. It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
5. The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
6. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Organization Name	PR/Award Number or Project Name
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Name and Title of Authorized Representative

Signature	Date
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Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at <http://epls.arnet.gov/>.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Bid-Rigging Certification

_____, a duly
(Agent)

authorized agent of _____,
(Contractor)

do hereby certify that neither _____,
(Contractor)

nor any individual presently affiliated with _____
(Contractor)

_____, has been barred from bidding on a public contract as a
result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating)
of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

Authorized Agent

Contractor

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL - "Disclosure on Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

PR/Award (or Application) Number or Project Name

Name and Title of Authorized Representative

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: <input style="width: 40px; height: 20px;" type="checkbox"/> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	2. Status of Federal Action: <input style="width: 40px; height: 20px;" type="checkbox"/> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	3. Report Type: <ul style="list-style-type: none"> a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input style="width: 40px; height: 20px;" type="checkbox"/> Prime <input style="width: 40px; height: 20px;" type="checkbox"/> Sub-awardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet (s))	b. Performing Services (including address if different from No. 10a) (last name, first name, MI): SF-LLL-A, if necessary	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member (s) contacted for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A if necessary)	
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$10,000 for each such failure.	Signature: _____ Printed Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub-award recipient. Identify the tier of the sub-awardee e.g. the first sub-awardee of the prime is the 1st.tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency, making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.d. Request for Proposal (RFP) number; invitation for Bid (IFB) number, grant announcement number; the contract, grant, or loan award number, the application proposal control number assigned by the Federal agency). Include prefixes e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with Federal officials. Identify the Federal official (s) or employee (s) contacted or the officer (s), employee (s), or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ **Page** _____ **of** _____

SCHEDULE B - MENUS

City of Chicago has attached the menu cycle and specifications for the program. The menu cycle must be at a minimum, an eleven day cycle. You may specify as long a menu cycle as you want served. The bid menu cycle must be served throughout the contract period. Please review the following pages in preparing your bid.

Cold Breakfast

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
Seasonal Fresh Fruit ½ Cup Banana Muffin 1.8 oz. 1 % milk ½ pt.	100% Fruit Juice 4 oz. Crispix ¾ Cup 1% milk ½ pt.	Seasonal Fresh Fruit ½ Cup Raisin cinnamon bagel 1.8 oz. Cream cheese 1 oz. 1 % milk ½ pt.	Sliced Peaches ½ Cup Kix ¾ Cup 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Granola ¾ Cup Peach yogurt 4 oz. 1% Milk ½ pt.
Week 2				
Seasonal Fresh Fruit ½ Cup Cornflakes ¾ Cup 1% Milk ½ pt.	100% Fruit Juice 4 oz. Blueberry Muffin 1.8 oz. Strawberry Yogurt 4 oz. 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Cheerios ¾ Cup 1 % Milk ½ pt.	Applesauce ½ Cup Carrot raisin bread 2.2 oz. Cream cheese 1 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Apple Muffin 1.8 oz. 1% Milk ½ pt.
Week 3				
Seasonal Fresh Fruit ½ Cup Apple Cinnamon Cheerios ¾ Cup 1% Milk ½ pt.	100% Fruit juice 4 oz. Rice Krispies ¾ Cup 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Granola ¾ Cup Peach yogurt 4 oz, 1 % Milk ½ pt.	Pineapple chunks ½ Cup Bite size mini Wheat ¾ Cup 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Spiced Applesauce bread 1.8 oz. Cream cheese 1 oz. 1 % Milk ½ pt
Week 4				
Seasonal Fresh Fruit ½ Cup Carrot Raisin bread 2.2 oz. 1% Milk ½ pt.	100 % Fruit Juice 4oz. Cornflakes ¾ Cup Strawberry Yogurt 4 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Blueberry Muffin 1.8 oz. 1 %Milk ½ pt.	Sliced peaches ½ Cup Cheerios ¾ Cup 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Bagel 1.8 oz. 1 % Milk ½ pt.

Hot / Cold Breakfast

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
Seasonal Fresh Fruit ½ Cup Banana Muffin 1.8 oz. 1 % milk ½ pt.	100% Fruit Juice 4 oz. Biscuit 2.2oz. Turkey Sausage Patty 2 oz. 1% milk ½ pt.	Seasonal Fresh Fruit ½ Cup Raisin cinnamon bagel 2.2 oz. Cream cheese 1 oz. 1 % milk ½ pt.	Sliced Peaches ½ Cup Waffles 2.2 oz. 1% Milk ½ pt. Syrup 1.5 oz.	Seasonal Fresh Fruit ½ Cup English Muffin 0.9 oz. Turkey Ham 1oz. Scrambled eggs 1oz. 1% Milk ½ pt.
Week 2				
Seasonal Fresh Fruit ½ Cup Cornflakes ¾ Cup Hash Browns ½ Cup 1% Milk ½ pt.	100% Fruit Juice 4 oz., Blueberry Muffin 1.8 oz. Strawberry Yogurt 4 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Pancakes 2.2 oz. Turkey Sausage links 2 oz. Syrup 1.5 oz. 1 % Milk ½ pt.	Applesauce ½ Cup Carrot raisin bread 2.2 oz. Cream cheese 1 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup French Toast Sticks 2.2 oz. Syrup 1.5 oz. 1% Milk ½ pt.
Week 3				
Seasonal Fresh Fruit ½ Cup Apple Cinnamon Cheerios ¾ Cup 1% Milk ½ pt.	100% Fruit juice 4 oz. English Muffin with Turkey sausage 1 oz. Scrambled egg 1.25 oz. American cheese 0.5oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Granola ¾ Cup Peach yogurt 4 oz. 1 % Milk ½ pt.	Pineapple chunks ½ Cup Pancakes 2.2 oz. Syrup 1.5oz. 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Biscuit 2.2 oz. Turkey Ham 2 oz. Strawberry Jam 14gm 1 % Milk ½ pt.
Week 4				
Seasonal Fresh Fruit ½ Cup Waffles 2.2 oz. Scrambled Egg 1.25 oz. Syrup 1.5 oz. 1% Milk ½ pt.	100 % Fruit Juice 4 oz. Cornflakes ¾ Cup Strawberry Yogurt 4 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Blueberry Muffin 1.8 oz. Hash Brown ½ Cup 1 %Milk ½ pt.	Sliced peaches ½ Cup French Toast Sticks 2.2 oz. Syrup 1.5 oz. 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup English Muffin 1.8 oz. Turkey Sausage Patty 2 oz. Grape Jelly 14 gm. 1 % Milk ½ pt.

Cold Lunch

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
Mandarin Oranges ½ Cup Garden Salad 3 oz. Wheat Bun 1.8 oz. Sliced Turkey 2 oz. Fat Free Ranch Salad Dressing 1 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Shredded lettuce ½ Cup Wheat Submarine Roll 1.8 oz. Turkey Ham 1 oz. American Cheese 1 oz. Fat Free Italian Salad Dressing 1 oz. 1% Milk or Chocolate Milk ½ pt	Mixed Fruit ½ Cup Cucumber Tomato Salad ½ Cup Rye Bread 1.8 oz. Sliced Chicken 2 oz. Fat Free French Dressing 1 oz. 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup 100 % Fruit Juice 4 oz. Soft Pretzel 0.7 oz. Chef Salad -Sliced Turkey Ham ½ oz., Sliced Turkey ½ oz. Shredded cheese ½ oz., Chopped egg ½ oz. F/ F Ranch Dressing 1 oz. 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Garden Salad 3 oz. Fresh Pizza -wheat Pita 1.8 oz, 1 oz. Beef Salami, 1 oz. Grated Mozzarella cheese Pizza Sauce 2 oz. Fat Free French Dressing 1 oz. 1 %Milk ½ pt.
Week 2				
Carrot and celery Sticks ½ Cup Applesauce ½ Cup Multi -Grain Bun 1.8 oz. Sliced Chicken 2 oz. Fat Free Ranch Dressing 1 oz. 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Mixed lettuce ½ Cup Wheat Bun 1.8 oz. Honey Turkey 1 oz. Swiss cheese 1 oz. Fat Free Mayonnaise 1 oz. 1% Milk or Chocolate milk ½ pt	Fruit Cocktail ½ Cup Garden Salad 3 oz. Whole grain White Bread 1.8 oz. Peanut butter (2 T.) and Jelly Cheddar Cheese Stick 1 oz. Fat Free French Dressing 1 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup 100% Fruit Juice 4 oz. Lettuce & Tomato on Sandwich Wheat Submarine Roll 1.8 oz. Turkey Bologna 1 oz. Sliced Turkey 1 oz. Mustard 1 % Milk ½ pt.	Sliced Peached ½ Cup Turkey Wrap -Tortilla 1.8 oz. Lettuce & Tomatoes ½ Cup Sliced Smoked Turkey 1oz. White American Cheese 1 oz. Oatmeal Raisin Cookie 1.1 oz. Fat Free Mayonnaise 12 gm. 1 % Milk ½ pt.
Week 3				
100% Fruit Juice 4 oz. Carrot Raisin Salad ½ Cup Wheat Bread 1.8 oz. Sliced Chicken 1oz. Cheddar Cheese 1oz. Fat Free Mayonnaise 12 gm. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Lettuce & Tomato Salad ½ Cup Hamburger Wheat Bun 1.8 oz. Sliced Turkey 2 oz. Fat Free Ranch Dressing 1 oz. 1 % Milk or Chocolate milk ½ pt.	Mandarin oranges ½ Cup Garden Salad 3 oz. Multi- grain Bun 1.8 oz. Spiced Turkey Luncheon Meat 1oz. Swiss Cheese 1 oz. Fat Free Mayonnaise 12 gm. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Cole slaw ½ cup Kaiser Roll 1.8 oz. Roasted Sliced Turkey 2 oz. Mustard / Fat Free Mayo 1% Milk ½ pt.	Pineapple Chunks ½ Cup Cucumber & Tomato Salad ½ Cup Rye Bread 1.8 oz. Honey Turkey 1 oz. American Cheese 1 oz. Fat Free Ranch Dressing 1 oz. 1 % Milk ½ pt.
Week 4				
Sliced Peaches ½ Cup Lettuce & Tomato Salad ½ Cup Wheat Submarine Roll 1.8 oz. Turkey Ham 1 oz. Swiss Cheese 1 oz. Fat Free Italian Dressing 1 oz. 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup 100% Fruit Juice 4 oz. Wheat bun 1.8 oz. Roast Beef 1 oz. Cheddar Cheese 1 oz. Fat Free Mayonnaise 12 gm. 1% Milk or 1% Chocolate ½ pt.	Seasonal Fresh Fruit ½ Cup Chicken Wrap - Lettuce ½ Cup Wheat Tortilla 1.8oz. Sliced chicken 1 oz. American Cheese 1 oz. Fat Free Ranch Dressing 1 oz. Animal Crackers 0.7 oz. 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Carrot Raisin Salad ½ Cup Kaiser Roll 1.8 oz. Smoked Turkey 2 oz. Fat Free Mayonnaise 12 gm. 1 % Milk ½ pt.	Fruit Cocktail ½ Cup Shredded lettuce 3 oz. On Wheat Submarine Roll 1.8oz. Sliced chicken 1 oz. Swiss Cheese 1 oz. Fat Free Italian Dressing 1 oz. 1 % Milk ½ pt.

Hot / Cold Lunch

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
Mandarin Oranges ½ Cup Whipped Potatoes ½ Cup Roll 0.9 oz. (min) Gravy 2 oz. Sliced Turkey 2 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Wheat Submarine Roll - 1.8oz. Shredded Lettuce 3 oz. Turkey Ham 1 oz. American Cheese 1 oz. Fat Free Italian Salad Dressing 1% Milk or % Chocolate Milk ½ pt.	Tropical Mixed Fruit ½ Cup Peas & carrots ½ Cup Breaded Chicken Patty 3.4 oz. on Wheat Bun 1.8 oz. BBQ Sauce 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup 100 % Fruit Juice 4 oz. Chef Salad -Sliced Turkey Ham ½ oz., Sliced Turkey ½ oz., Shredded cheese ½ oz., Chopped egg ½ oz. F/ F Ranch Dressing 1 oz. Roll 0.9oz. 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Garden Salad ½ Cup Cheese Pizza 2 oz. cheese/0.9 oz. crust Fat Free French Dressing 1 oz. 1 % Milk ½ pt.
Week 2				
Applesauce ½ Cup Orange Grazed carrot ½ Cup Brown Rice ½ Cup Gravy 2 oz. Sliced Hot Chicken 2 oz. 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Mixed lettuce 3 oz. Wheat Bun 1.8 oz. Honey Turkey 1 oz. Swiss cheese 1 oz. Fat Free Mayonnaise 12 gm. 1% Milk or % Chocolate Milk ½ pt.	Fruit Cocktail ½ Cup Garden Salad ½ Cup Wheat bun 1.8 oz. Hamburger 2 oz. French Fries ½ Cup Fat Free French Dressing 1 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Mostaccioli Noodles ¾ Cup Gr. Turkey Meat Sauce (at least 2oz. turkey 3.5 oz. Steamed Broccoli ½ Cup Garlic Bread 0.9 oz. 1 % Milk ½ pt.	Sliced Peached ½ Cup Turkey Wrap -Lettuce ½ Cup Wheat Tortilla 1.8 oz. Sliced Smoked Turkey 1oz. White American Cheese 1 oz. Oatmeal Raisin Cookie 2.2 oz. Fat Free Mayonnaise 12 gm. 1 % Milk ½ pt.
Week 3				
Carrot Raisin Salad ½ Cup Whipped Potatoes ½ Cup Chicken Tenders (2 oz. chicken/ .09 oz. breading min. to equal 4 oz. Fat Free Ranch Dressing 1 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Lettuce & Tomato ½ Cup Wheat Hamburger Bun 1.8 oz. Sliced Turkey 2 oz. Fat Free Ranch Dressing 1 oz. 1 % Milk or Chocolate milk ½ pt.	Mandarin oranges ½ Cup Garden Salad ½ Cup Wheat Hot Dog Bun 1.8 oz. Turkey Hot Dog 2 oz. Ketchup (2), Mustard. Lemon Cookie 0.7 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Green Beans ½ Cup Rice ½ Cup Roasted Sliced Turkey 2 oz. Gravy 2 oz. 1% Milk ½ pt.	Pineapple Chunks ½ Cup Taco -Beef taco filling 2.7 oz. Shredded lettuce &Tomato ½ Cup American Cheese 1 .5oz. Wheat Tortilla 4 “ 1.8 oz. Taco Sauce 1 oz. 1 % Milk ½ pt.
Week 4				
Sliced Peaches ½ Cup Wheat Submarine Roll 1.8 oz. Lettuce & Tomato ½ Cup Turkey Ham 1 oz. Swiss Cheese 1 oz. Mustard / Fat Free Mayo 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Steamed Broccoli ½ Cup Wheat Submarine bun 1.8 oz. Hot Roast Beef in broth 2 oz. 1% Milk or 1% Chocolate ½ pt.	Seasonal Fresh Fruit ½ Cup Chicken Wrap - Lettuce ½ Cup Wheat Tortilla 1.8 oz. Sliced chicken 1 oz. American Cheese 1oz. Fat Free Ranch Dressing Animal Crackers 0.7 oz. 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Macaroni & Cheese (2 oz. cheese/ ½ cup macaroni) = ¾ Cup Garden Salad ½ Cup Oatmeal Raisin Cookie 2.2 oz. Fat Free French Dressing 1 oz. 1 % Milk ½ pt.	Fruit Cocktail ½ Cup Shredded lettuce 3 oz. Wheat Submarine Roll 1.8 oz. Sliced Chicken 1 oz. Swiss Cheese 1 oz. Fat Free Italian Dressing 1 oz. 1 % Milk ½ pt.

Vegetarian Cold Lunch

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
Mandarin Oranges ½ Cup Garden Salad 3oz. Wheat Bun 1.8 oz. Swiss Cheese 2 oz. Fat Free Ranch Salad Dressing 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Mixed lettuce 3oz. Grated Carrots 1/4 Cup Sunflower seeds 1 oz. American Cheese 1 oz. On Rye Bread 0.9 oz. Fat Free Italian Salad Dressing 1% Milk or Chocolate Milk ½ pt.	Tropical Mixed Fruit ½ Cup Cucumber Wrap - Wheat Tortilla 1.8 oz. Cucumber Tomato Salad ½ Cup Grated Cheddar 2 oz. Fat Free French Dressing 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup .Soft Pretzel 0.7 oz. Shredded Salad – Shredded carrots 1/4 c., Shredded red cabbage 1/4 c., Shredded lettuce 3 oz., Colby cheese 2 oz. Fat Free Ranch Dressing 1 oz. 1% Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Garden Salad 3 oz. Fresh Cheese Pizza - Mozzarella cheese 2 oz. Whole Wheat Pita 1.8 oz. Pizza Sauce 2 oz. Fat Free French Dressing 1 %Milk ½ pt.
Week 2				
Carrot and celery Sticks ½ Cup Applesauce ½ Cup Corn Tortilla Chips 0.9 oz. Soft Cooked Egg 1 Fat Free Ranch Dressing 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Mixed lettuce 3 oz. Three Bean Salad ½ Cup Swiss cheese Slices 2oz. on Wheat Bun 1.8 oz. Fat Free Mayonnaise 12 gm. 1% Milk or Chocolate milk ½ pt	Fruit Cocktail 1/2 Cup Garden Salad 3 oz. Peanut butter (2 T.) and Jelly on Whole Grain White Bread 1.8 oz. Peach Yogurt 4 oz. Fat Free French Dressing 1 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup 100% Fruit Juice 4 oz. Wheat Submarine roll with 1.8 oz. Lettuce & Tomato ½ Cup Cheddar Cheese 2 oz. Mustard 1 % Milk ½ pt.	Sliced Peached ½ Cup Veggie Wrap - Wheat Tortilla 1.8oz, Romaine Lettuce & Tomatoes ½ Cup White American Cheese 2 oz. Oatmeal Raisin Cookie 2.2 oz. Fat Free Mayonnaise 12 gm. 1 % Milk ½ pt.
Week 3				
Seasonal Fresh Fruit ½ Cup Carrot Raisin Salad ½ Cup Wheat Crackers .7 oz. Sweet Red Pepper Hummus ½ Cup 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Southwest Salad- Corn 1/4 Cup, Mixed Lettuce 3 oz., Black Beans 1/4 Cup, Grated carrots 1/4 Cup Wheat Dinner Roll 1.8 oz. Strawberry Yogurt 8oz. Fat Free Ranch Dressing 1 oz. 1 % Milk ½ pt.	Mandarin oranges ½ Cup Garden Salad 3 oz. Seasoned Croutons 0.7 oz. Sunflower seeds 1 oz. Black Beans 1/4 Cup Fat Free Italian Dressing 1 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Fresh Spinach 3oz. .Chopped Eggs 1 oz. Pumpkin seeds 1 oz. Fat Free French Dressing 1 oz. Oatmeal raisin Cookie 2.2 oz. 1% Milk ½ pt.	Pineapple Chunks ½ Cup Cucumber & Tomato Salad ½ Cup Pita Bread 1.8 oz. Grated Cheddar Cheese 2 oz. Fat Free Italian Dressing 1 oz. 1 % Milk ½ pt.
Week 4				
Fruit & Yogurt Parfait Sliced Peaches ½ Cup Banana Medium size Peach Yogurt 8 oz. Granola 1.5 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Garden Salad 3 oz. Hummus ½ Cup Corn Tortilla Chips 0.9 oz. Fat Free French Dressing 1 oz. 1 % Milk or Chocolate Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Spinach Wrap - Fresh Spinach 3 oz. Wheat Tortilla 1.8 oz. American Cheese 2 oz. Fat Free Ranch Dressing 1 oz. Animal Crackers 0.7 oz. 1% Milk ½ pt.	Fruit Pizza- English Muffin 1.8 oz. Cream Cheese 1 oz. Mandarin oranges ½ Cup Fresh grapes ½ Cup Sunflower seeds 1 oz. Yogurt 4 oz. 1 % Milk ½ pt.	Fruit Cocktail ½ Cup Sliced Swiss 2 oz. On Whole Wheat Bread 1.8oz. Mixed Lettuce Salad 3 oz. Fat Free Italian Dressing 1 oz. 1 % Milk ½ pt.

Supper

Monday	Tuesday	Wednesday	Thursday	Friday
Week 1				
Pineapple Chunks ½ Cup 100 % Fruit Juice 4 oz. Sliced Chicken 2 oz. Kaiser Roll 1.8 oz. Vanilla Wafers 31 gm. Fat Free Mayonnaise 12 gm. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Sliced Turkey 1 oz. Swiss Cheese 1 oz. Mixed Lettuce 3 oz. Wheat Bread 1.8 oz. Fat Free Mayonnaise 12 gm. 1 % Milk ½ pt.	100 % Fruit Juice 4 oz. Carrot Raisin Salad ½ Cup Wheat Bun 1.8 oz. Turkey Ham 2 oz. Fat Free Mayonnaise 12 gm. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Garden Salad 3 oz. Wheat Submarine Roll 1.8 oz. Roast Beef 2 oz. Fat Free Ranch Dressing 12 gm. 1% Chocolate or 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Cole Slaw ½ Cup Smoked Turkey 2 oz. Rye Bread (2) 1.8 oz. Fat Free Mayonnaise 12 gm. 1 % Milk ½ pt.
Week 2				
100% Fruit Juice 4 oz. Fresh Baby Carrots ½ Cup Beef Bologna 1 oz. American Cheese 1 oz. Wheat Bun 1.8 oz. Fat Free Ranch Dressing 1 oz. 1 % Milk ½ pt.	Applesauce ½ Cup Lettuce & Tomato Salad ½ Cup Sliced Chicken 2 oz. Kaiser roll 1.8 oz. Fat Free French Dressing 1 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Cucumber & Tomato Salad ½ Cup Sliced Turkey 2 oz. Wheat Bun 1.8 oz. Fat Free Italian Dressing 1 oz. 1 % Milk ½ pt.	Sliced Peaches ½ Cup Garden Salad ½ Cup Peanut butter (2 T.) & Jelly on Whole Grain White Bread 1.8 oz. Strawberry Yogurt 4 oz. Fat Free French Dressing 1 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup 100 % Fruit Juice 4 oz. Soft Pretzel 0.9 oz. Chef Salad -Sliced Turkey Ham ½ oz., Sliced Turkey ½ oz., Shredded cheese ½ oz., Chopped egg ½ oz., F/ F Ranch Dressing 1 oz., 1% Milk ½ pt.
Week 3				
Seasonal Fresh Fruit ½ Cup Garden Salad ½ Cup Smoked Turkey 2 oz. Rye Bread 1.8 oz. Fat Free Italian Dressing 1 oz. 1 % Milk ½ pt.	Sliced Peaches ½ Cup Shredded Lettuce ½ Cup Sliced Chicken 1 oz. Cheddar Cheese 1 oz. Wheat Bun 1.8 oz. Fat free Mayonnaise 1 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Carrot & Celery Sticks ½ Cup Spiced Turkey Luncheon Loaf 2 oz. Potato Bread 1.8 oz. Fat Free Ranch Dressing 1 oz. 1% Milk ½ pt.	Mandarin oranges ½ Cup Garden Salad ½ Cup Fresh Pizza wheat Pita 1.8 oz., 1 oz. Beef Salami, 1 oz. Grated Mozzarella cheese Pizza Sauce 2 oz. Fat Free French Dressing 1 oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Carrot Raisin Salad ½ Cup Sliced Turkey 1 oz. White American Cheese 1 oz. Wheat Bun 1.8 oz. Fat Free Mayonnaise 12 gm. 1 % Milk ½ pt.
Week 4				
Pineapple Chunks ½ Cup Tomato an lettuce Salad ½ Cup Turkey Ham 2 oz. Wheat Bun 1.8 oz. Oatmeal Raisin Cookie 2.2 oz. Italian Dressing 1oz. 1 % Milk ½ pt.	Seasonal Fresh Fruit ½ Cup Garden Salad ½ Cup Sliced Chicken 1 oz. American Cheese 1 oz. Wheat Pita Bread 1.8 oz. Fat Free Ranch Dressing 1 oz. 1 % Milk ½ pt.	Sliced Pears ½ Cup Turkey Wrap -Lettuce ½ Cup Wheat Tortilla 1.8oz. Sliced Smoked Turkey 1oz. White American Cheese 1 oz. Oatmeal Raisin Cookie 2.2 oz. Fat Free Mayonnaise 12 gm. 1 % Milk ½ pt.	Mixed Fruit Cup ½ Cup Cucumber & Tomato Salad ½ Cup Sliced Turkey 2 oz. Wheat Bun 1.8 oz. Fat Free French Dressing 1 oz. 1 % Milk ½ pt.	100 % Fruit Juice 4 oz. Seasonal Fresh Fruit ½ Cup Roast Beef 2 oz. Kaiser Roll 1.8 oz. Mustard 5.5 gm. Lemon Cookie 0.7 oz.

