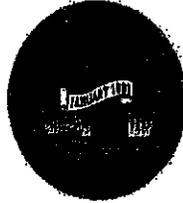


PROFESSIONAL SERVICES AND BEVERAGE SALES AGREEMENT

BETWEEN



COOK COUNTY AND THE COOK COUNTY FOREST PRESERVE DISTRICT

AND

BOTTLING GROUP, LLC and SUPERLATIVE GROUP, INC.

CONTRACT NO. «REFERENCE:IM_MASTER:CC_DOCUMENT_NUMBER:DOCU»

PROFESSIONAL SERVICES AGREEMENT

List of Exhibits

- Exhibit 1 Beverage Sales Agreement with the Scope of Services and Schedule of Compensation
 - Exhibit 2 Minority and Women Owned Business Enterprise Commitment
 - Exhibit 3 Economic Disclosure
 - Exhibit 4 Evidence of Insurance
 - Exhibit 5 Board Authorization
-

AGREEMENT

This Agreement is made and entered into by and among the County of Cook, a public body corporate of the State of Illinois and the Cook County Forest Preserve District, a public body corporate of the State of Illinois, through the Asset Marketing Committee upon which they are represented, both hereinafter referred to jointly and individually as "County"; Pepsi Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company (hereinafter referred to as "Pepsi") and Superlative Group, Inc. (hereinafter referred to as "Superlative"), pursuant to authorization by the Cook County Board of Commissioners and the Cook County Forest Preserve District Board of Commissioners, as evidenced by the Board Authorization letters attached hereto as EXHIBIT "5".

BACKGROUND

Superlative, the County's Asset Marketing Program Manager, issued a Request for Proposals ("RFP") for beverage pouring rights. Proposals were evaluated by the Asset Marketing Committee (constituted under the County's Asset Marketing Ordinance and related Intergovernmental Agreements and Memoranda of Understanding), without disclosure as to the identities of the various parties associated with such proposals, in accordance with the evaluation criteria published in the RFP. Pepsi was selected based on its proposal.

Pepsi and Superlative represent that they have the professional experience and expertise to provide the necessary products and services and further warrant that they are ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County, Superlative and Pepsi agree as follows:

TERMS AND CONDITIONS

1. INCORPORATION OF BACKGROUND

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

2. DEFINITIONS

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

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

"Asset Marketing Committee" means that Committee created and authorized under the County's Asset Marketing Ordinance.

"County" means Cook County and the Cook County Forest Preserve District, jointly and individually.

"Deliverables" shall mean the Products, as defined in Exhibit 1, associated payments and commissions payable to the County, and any reports required under this Agreement.

"Services" means, collectively, the services, duties, responsibilities and obligations of the parties described in Exhibit 1 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

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

"Using Agency" shall mean a department or agency within Cook County including elected officials.

3 **INTERPRETATION**

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

4. **INCORPORATION OF EXHIBITS**

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

- | | |
|-----------|--|
| Exhibit 1 | Beverage Sales Agreement with the Scope of Services and Schedule of Compensation |
| Exhibit 2 | Minority and Women Owned Business Enterprise Commitment |
| Exhibit 3 | Economic Disclosure |
| Exhibit 4 | Evidence of Insurance |
| Exhibit 5 | Board Authorization |

5. **SCOPE OF SERVICES**

This description of Services is intended to be general in nature and is neither a complete description of Pepsi, Superlative and the County's Services nor a limitation on the Services that they are to provide under this Agreement. The Services that Pepsi, Superlative and the County shall provide include, but are not limited to, those described in Exhibit 1 which is attached to this Agreement and incorporated by reference as if fully set forth herein. In the event of an actual or apparent conflict between the provisions of this Professional Services Agreement and any Exhibits, the provisions of this Professional Services Agreement shall govern.

For purposes of clarification, under no circumstances is Pepsi responsible for the actions or inactions of Superlative under this Agreement, and does not make any representations on behalf of Superlative; and under no circumstances is Superlative responsible for the actions or inactions of Pepsi under this Agreement, and Superlative does not make any representations on behalf of Pepsi.

6. **STANDARD OF PERFORMANCE**

Pepsi shall perform all Services required of it under this Agreement with that degree of skill, care and diligence that corresponds to industry standards. Pepsi acknowledges that if they are entrusted with or have access to valuable and confidential information and records of the County, Pepsi shall be held to the standard of care of a fiduciary with respect to such information and records.

Pepsi shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Pepsi must provide copies of any such licenses. Pepsi remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Pepsi or its Subconsultants or others on its behalf.

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

7. **MINORITY OWNED AND WOMEN'S BUSINESS ENTERPRISE COMMITMENT**

Pepsi and Superlative each have submitted their comprehensive MBE/WBE Utilization Plans to the County relative to this Agreement, and those Plans are attached as Exhibit 2 and incorporated by reference into this Agreement.

8. **INSURANCE**

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

i) **Insurance To Be Provided**

(1) **Workers Compensation and Employers Liability**

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

(2) **Commercial General Liability (Primary and Umbrella)**

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

Subconsultants performing Services for Pepsi must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) **Automobile Liability (Primary and Umbrella)**

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

(4) **Professional Liability**

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this

Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years. Pepsi is hereby excluded from the provisions of this Professional Liability insurance herein.

Subconsultants performing Services for Pepsi must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

ii) **Additional Requirements**

- (1) Pepsi shall furnish to the Office of the Cook County Chief Financial Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602 and to the Office of the Chief Financial Officer of the Cook County Forest Preserve District, 69 West Washington, Suite 2060, 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. Pepsi must submit evidence of insurance prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Pepsi is not a waiver by the County of any requirements for Pepsi to obtain and maintain the specified coverages. Pepsi must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Pepsi of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.
- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Pepsi. Pepsi agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Pepsi in no way limit Pepsi's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Pepsi under this Agreement.

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

9. **INDEMNIFICATION**

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

10. **REPORTS, CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

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

All documents, data, studies, reports, work product or product created as a result of the performance of the Agreement, excluding invoices (the "Documents"), shall be included in the Deliverables, shall be tendered in the manner, form, and time as established between

the County and Pepsi and the County and Superlative, as the cases may be, and shall be the property of the County. It shall be a breach of this Agreement for Pepsi or Superlative to reproduce or use any documents, data, studies, reports, work product or product obtained from the County or any Documents created hereby, whether such reproduction or use is for Pepsi's or Superlative's own purposes or for those of any third party except on a "need to know" basis or as otherwise agreed to by the County. During the performance of the Agreement Pepsi and Superlative shall be responsible of any loss or damage to the Documents while they are in Pepsi's or Superlative's possession, and any such loss or damage shall be restored at the expense of Pepsi and Superlative . The County and its designees shall be afforded full access to the Documents and the work at all times.

11. EXAMINATION OF RECORDS AND AUDITS

Pepsi and Superlative agree that the Cook County Department of Revenue, the Cook County Auditor, and the Cook County Inspector General, and the corresponding offices and officials associated with the Cook County Forest Preserve District, or any of their duly authorized representatives, shall, until expiration of three (3) years after the final payment under the Agreement, have access and the right to examine any of their respective books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of Pepsi and Superlative related to the Agreement, or to Pepsi and Superlative's compliance with any term, condition or provision thereof during regular business hours, with prior notice to Pepsi or Superlative, as the case may be. Pepsi and Superlative, as applicable, shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Agreement.

Pepsi and Superlative further agree that they shall include in all of their sub-Agreements hereunder a provision to the effect that the Subcontractor agrees that the Cook County Department of Revenue, the Cook County Auditor, and the Cook County Inspector General, and the corresponding offices and official associated with the Cook County Forest Preserve District, or any of their duly authorized representatives shall, until expiration of three (3) years after final payment under the sub-Agreement, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the sub-Agreement, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Agreement.

12. SUBAGREEMENT OR ASSIGNMENT OF AGREEMENT OR AGREEMENT FUNDS

Once awarded, this Agreement shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Asset Marketing Committee, which approval shall be granted or withheld at the sole discretion of the Asset Marketing Committee. In no case, however, shall such approval relieve Pepsi and Superlative from their obligations or change the terms of the Agreement. Pepsi and Superlative shall not transfer or assign any Agreement funds or any interest therein due or to become due without the advance written approval of the Asset Marketing Committee. The unauthorized subcontracting or assignment of the Agreement, in whole or in part, or the unauthorized transfer or

assignment of any Agreement funds, either in whole or in part, or any interest therein, which shall be due or are to become due Pepsi or Superlative shall have no effect on the County and are null and void.

Prior to the commencement of the Agreement, Pepsi and Superlative shall identify in writing to the County and the Asset Marketing Committee the names of any and all Subcontractors it intends to use in the performance of the Agreement by completing the Identification of Subcontractor/Supplier/ Subconsultant Form ("ISF"). The Asset Marketing Committee shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Agreement. Pepsi and Superlative shall incorporate into all subcontracts all of the provisions of the Agreement which affect such subcontract.

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

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

The County reserves the right to prohibit any person from entering any County facility for any reason. Pepsi, Superlative, and their Subcontractors shall be accountable to the Asset Marketing Committee or its designee while on any County property and shall abide by all rules and regulations imposed by the County.

13. AGREEMENT EXTENSION OPTION

The Asset Marketing Committee may at any time before this Agreement expires elect to renew this Agreement for three additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Pepsi and Superlative, subject to their approval. After written notification of such and extension by the Chief Financial Officer of Cook County and the Chief Financial Officer of the Cook County Forest Preserve District, this Agreement shall be modified to reflect the time extension and any modifications to the terms and conditions of the Agreement.

14. COMPENSATION

Compensation provisions are set forth in Exhibit 1

15. FUNDING

The source of funds for payments under this Agreement is identified in Exhibit 1.

16. DISPUTES

Disputes regarding any price discrepancy shall be resolved as set forth in Section 7(F) of Exhibit 1 attached herein. Any other disputes shall be resolved through such processes as are mutually agreed upon by the parties.

17. COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

Pepsi and Superlative, and their Subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances) and the Cook County Forest Preserve District Office of Independent Inspector General Ordinance (See Section 1-17-1 of the Cook County Forest Preserve District Code of Ordinances). Failure to cooperate as required may result in monetary and other penalties.

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

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

18. SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Pepsi and Superlative:

i) warrant, if required by law, that they are appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which they are not appropriately licensed;

ii) warrant they are financially solvent; it and each of its employees, agents and

Subcontractors of any tier are competent to perform the Services required under this Agreement; and they are legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

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

b) Ethics

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

19. **JOINT AND SEVERAL LIABILITY**

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

20. **BUSINESS DOCUMENTS**

At the request of the County, Pepsi and Superlative shall provide copies of their latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

21. **CONFLICTS OF INTEREST**

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

ii) Pepsi and Superlative covenant that they, and to the best of their knowledge, their Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Pepsi and Superlative further covenant that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by its Chief Financial Officer in his reasonable judgment, determines that any of Pepsi or Superlative's Services for others conflict with the Services they are to render for the County under this Agreement, they must terminate such other services immediately upon request of the County.

iv) Furthermore, if any federal funds are to be used to compensate or reimburse Pepsi or Superlative under this Agreement, Pepsi and Superlative represent that they are and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal

funds are to be used, Pepsi and Superlative must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

22. NON LIABILITY OF PUBLIC OFFICIALS

Pepsi and Superlative, and any of their assignees or Subcontractors, shall not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

23. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Pepsi or Superlative to the County.
- ii) Failure to comply with the MBE/WBE Utilization Plans referenced in Article 7 of the Agreement.
- iii) Pepsi or Superlative's continued violation of any County ordinance or regulations, related or unrelated to performance under the Agreement.
- v Pepsi, Superlative, or the County's failure to perform any other material obligations under this Agreement.

A party may terminate this Agreement if another party is in default or commits a material breach provided, however, that the terminating party has given the other parties written notice of the default or breach and the other party has failed to remedy or cure the default or breach within thirty (30) days of such notice.

b) Delays

The parties agrees that no charges or claims for damages shall be made by a party to another for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

24. GENERAL CONDITIONS

a) Entire Agreement

i) **General**

Except with respect to those Pre-existing Terms and Conditions incorporated by reference in Section 28 of this Agreement, this Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement. In the event of a conflict between the terms and conditions of this Agreement and any of the exhibits attached hereto, the exhibits shall govern.

ii) **No Collateral Agreements**

Except with respect to those Pre-Existing Terms and Conditions incorporated by reference in Section 28 of this Agreement, Pepsi and Superlative acknowledge that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Pepsi or Superlative to enter into this Agreement or has been relied upon by Pepsi or Superlative, including any with reference to:

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

iii) **No Omissions**

Pepsi and Superlative acknowledge that Pepsi and Superlative were given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished

to place reliance. Pepsi and Superlative did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Pepsi and Superlative relinquish the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

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

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall be made only by mutual agreement in writing.

Any amendment to this Contract made without the express written approval of the Asset Marketing Committee or the Board of Commissioners when required, is void and unenforceable.

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

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

With respect to Pepsi, upon termination or expiration of this Agreement, if the County has not entered into a further agreement with Pepsi for the purchase of Beverage Products (as defined in Exhibit 1, attached herein), Pepsi may, upon request by the County, continue to provide Products to the County to ensure the uninterrupted supply of beverages, for a transition period not to exceed 120 days (unless otherwise mutually agreed upon) following expiration or termination of the Agreement (the "*Transition Period*"). During the Transition Period, the parties shall continue to perform pursuant to the terms and conditions of this Agreement, except that County shall not be required to comply with any exclusivity requirements set forth herein and Pepsi shall not be obligated to provide any funding or other benefits as set forth in Exhibit 1. During the Transition Period, County shall provide Pepsi with reasonable access to the Outlets, free from any claims of trespass and on a mutually agreed upon schedule, for the purposes of removing Equipment and/or equipment provided by Pepsi for the distribution and display of Products. For clarity purposes, although County shall no longer be required to comply with the exclusivity requirements of this Agreement, County acknowledges and agrees that, except as specifically agreed by Pepsi in writing, Equipment, as well as any and all units of equipment of whatever type provided Pepsi for the distribution and display of Products, may be used *exclusively* to display and/or dispense Pepsi beverage products, even during the Transition Period.

h) Waiver

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

Whenever under this Agreement the County by a proper authority waives Pepsi's or Superlative's performance in any respect or waives a requirement or condition to either the County's, Pepsi's, or Superlative's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or

for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Pepsi and Superlative in writing.

25. 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 Pepsi or Superlative and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Pepsi and Superlative shall perform under this Agreement as an independent contractor, and not as a representative, employee, agent, or partner of the County.

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

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

26. GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), upon the mutual agreement of the parties, other units of government may purchase goods or services under this contract unless: (i) any such unit of government is under a prior or pre-existing agreement with Pepsi or a competitive beverage supplier, or (ii) any such unit of government is located within a territory other than a territory where PepsiCo's company-owned bottler operating as Pepsi Beverages Company has the Beverage distribution rights.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume of Product purchased under this Agreement once the County has met the Volume Threshold, as defined in Exhibit 1 under Section 1, Term. .

27. COMPARABLE GOVERNMENT PROCUREMENT

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

28. PRE-EXISTING TERMS AND CONDITIONS EXTENDED

Relative to the execution and performance of this Agreement, Articles 3, 6, 7, 8, 9, and 10 of that pre-existing Agreement between Cook County and Superlative (No. 12-90-289, approved by the County Board of Commissioners on November 19, 2014) and the pre-existing letter agreement executed on or about September 2, 2015 by and between the Cook County Forest Preserve District and Superlative (approved by the Cook County Forest Preserve District Board of Commissioners on September 8, 2015), are fully incorporated into this Agreement, and Superlative shall be bound by all provisions in such Articles through the term of this Agreement and any extension thereof. In the event of an actual or apparent conflict between the provisions of said Articles of said pre-existing Agreements and this Agreement, including any exhibit attached hereto, said Articles shall govern.

29. NOTICES

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

If to Cook County:

Cook County Chief Financial Officer
118 North Clark Street, Room 1127
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to the Cook County Forest Preserve District:

Cook County Forest Preserve District
536 North Harlem Avenue
River Forest, IL 60305
Attention: Karen Vaughan
Director of Permits, Concessions and Volunteer Resources

and

Cook County Chief Financial Officer
69 W. Washington, Suite 2060
Chicago, Illinois 60602
Attention: Steven Hughes
Chief Financial Officer

If to Pepsi:

Pepsi Beverages Company
1475 East Woodfield Road, Suite 1300
Schaumburg, IL 60173
Attention: Michael Springsteen

With a copy to:

Bottling Group, LLC
1111 Westchester Avenue
White Plains, NY 10604
Attn: Law Dept.

If to Superlative:

The Superlative Group
921 Huron Road
Cleveland, OH 44115
Attn: Kyle Canter
Chief Operating Officer.

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

30. **AUTHORITY**

Execution of this Agreement by Pepsi and by Superlative is authorized by the signature(s) of

each person signing on behalf of Pepsi and Superlative have been made with complete and full authority to commit Pepsi and Superlative to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

IN WITNESS WHEREOF, the parties have hereto caused their duly authorized representatives to execute this Intergovernmental Agreement on the dates hereafter set forth below.

COOK COUNTY EXECUTION: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Intergovernmental Agreement:

Toni Preckwinkle

Date: 6/20/16

Toni Preckwinkle
President, Cook County Board of Commissioners

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 08 2016

ATTEST

David Orr

Date: _____

David Orr
Cook County Clerk

COM _____

Approved as to form:

[Signature]

Assistant State's Attorney

COOK COUNTY FOREST PRESERVE DISTRICT EXECUTION: The undersigned, on behalf of the Cook County Forest Preserve District, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Intergovernmental Agreement:

Toni Preckwinkle

Date: 6/20/16

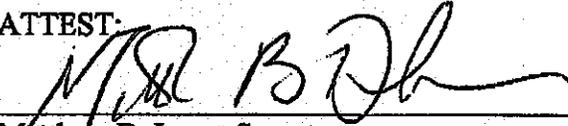
Toni Preckwinkle
President, Cook County Board of Commissioners

Arnold Randall

Date: 7/11/16

Arnold Randall
General Superintendent

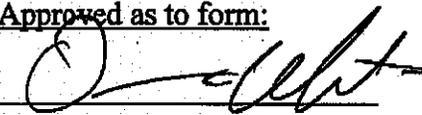
ATTEST:



Date: 7-11-16

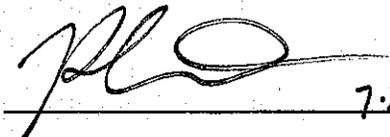
Matthew DeLeon, Secretary

Approved as to form:



Chief Attorney

THE SUPERLATIVE GROUP

By:  7.21.16

PEPSI BOTTLING GROUP, LLC

By: 

EXHIBIT 1

Scope of Services and Schedule of Compensation

Exhibit 1: Scope, Compensation & Additional Terms

BEVERAGE SALES AGREEMENT

This sets forth additional terms and conditions of the Agreement among Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company with an office located at 1475 East Woodfield Road, Suite 1300, Schaumburg, IL 60173 ("**Pepsi**"); The Superlative Group, Inc., an Ohio corporation with its principal place of business at 921 Huron Road, Cleveland, OH 44115 ("**Superlative**"); and Cook County, Illinois, and the Cook County Forest Preserve District with their principal places of business at 118 N. Clark Street, Chicago, IL 60602 and 536 N. Harlem Ave., River Forest, IL 60305, respectively (collectively referred to as "**the County**"), relating to (i) the purchase by the County from Pepsi of the Products and (ii) the sale by Pepsi of Products through full service vending machines and as otherwise described herein. The support described below is in lieu of any other discounts, allowances or rebates to which the County might otherwise be entitled from time to time.

Definitions

As used in this Exhibit 1, the following capitalized terms shall have the respective meanings assigned thereto below.

"Beverage" or **"Beverages"** means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks in cans or bottles; (iv) chilled tea products in cans or bottles; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral or purified), (viii) liquid concentrate teas ("**LCT**"), (ix) frozen carbonated and non-carbonated beverages ("**FB**"), and (x) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

"Cases" shall mean the number of cases of Packaged Products purchased by the County from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

"County" shall mean Cook County and the Cook County Forest Preserve District, jointly and individually.

"Equipment" means all types of equipment owned and/or operated by Pepsi and used to sell or dispense the Products, including: full service vending machines ("**Vending Machines**"), coolers, fountain dispensing equipment and retail single-serve food service equipment.

"Facilities" shall mean the entire premises of every facility owned, leased, occupied, operated, now or in the future, by the County or its Food Service Provider and includes all County building locations affiliated with the County; including all buildings, the grounds, parking lots, dining/cafeteria facilities, snack bars, food carts, retail locations, the grounds, unbranded and branded food service outlets, parking lots and all vending areas located at or around the

Exhibit 1: Scope, Compensation & Additional Terms

Facilities. A current list of Facilities is attached hereto as Attachment A, which shall be updated from time to time at least once a Year upon notice from County.

Notwithstanding the foregoing, the defined term "Facilities" shall not include any of the County's existing/after-acquired facilities that are subject to a pre-existing written agreement with a Food Service Provider (as that term is defined below) or for the purchase of Beverages with a Beverage competitor of Pepsi, which pre-existing written agreement is in effect upon execution of this Agreement or at the time of the acquisition ("Excluded Properties"). The Excluded Properties will be excluded from the scope of this Agreement until such time as the prior written/pre-existing agreement expires, or earlier if terminable without financial penalty, including as it relates to situations beyond the control of the County.

Further excluded from the definition of Facilities are the Chicago Botanic Gardens, the Brookfield Zoo, and all Cook County Forest Preserve District golf courses, which are excluded from this Agreement.

"Food Service Provider" shall mean any food service provider which may serve at the Facilities at any point during the Term. The County acknowledges and agrees that this Agreement, including the pricing, funding and other consideration provided for herein is based on the County's current operating model/use of third party Food Service Providers.

"Gallons" shall mean the number of gallons of the Postmix Products purchased by the County from Pepsi.

"Packaged Products" shall mean Beverages that are sold and/or distributed by Pepsi in pre-packaged form (e.g., bottles and cans). A current list of Pepsi's Packaged Products is listed in attached Attachment B which may be amended by Pepsi from time to time.

"Postmix Products" shall mean Beverages sold and/or distributed by Pepsi and used to create and dispense fountain beverages and/or frozen carbonated and non-carbonated beverages. A current list of Pepsi's Postmix Products is listed in attached Attachment B which may be amended by Pepsi from time to time.

"Products" shall mean Postmix Products, Packaged Products and LCT manufactured, bottled, sold and/or distributed by Pepsi.

"Year" shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

1. Term

The term of this Agreement shall commence on May 1, 2016 and expire upon the later of April 30, 2026, or at such time as the County's collective purchases of Products meets or exceeds a volume threshold (the "**Volume Threshold**") of 800,000 Gallons and Cases, including cases sold through Vending Machines (the "**Term**"). For the purposes of measuring the Volume Threshold only, 1 Case of Packaged Product shall be deemed equal to 1 Gallon of Postmix Product. Thus, in the event the Volume Threshold is not met on or before the date indicated above, then the

Exhibit 1: Scope, Compensation & Additional Terms

Term shall automatically extend for the period of time necessary until the Volume Threshold has been met (the "*Automatic Extension*"). Except for applicable Marketing Support Funds and Commissions, which may be earned during the Automatic Extension, Pepsi shall not provide any other consideration to County. When fully executed, this Agreement will constitute a binding obligation of all parties until expiration or termination.

2. Scope

(A) **Exclusive Pouring Rights**

- (1) Except with respect to concessions operated by legally blind vendors and as provided in Section 2(A)(2) of this Agreement, during the Term of this Agreement, Pepsi, and the Vending 3PO if applicable, shall have the exclusive right to make all Beverages (including Fountain Products and Packaged Products, including Packaged Products sold through vending machines) available for sale and distribution, within the County's Facilities, including at all locations located within the Facilities where Beverages are sold and catering operations for the County's employees and the general public. Accordingly, the Products shall be the only Beverages of their respective type sold, dispensed or served anywhere at the Facilities, and the County will cause the purchasing representative for each of the Facilities to purchase all its respective requirements for such Products directly and exclusively from Pepsi.
- (2) In the event Pepsi enters into an independent agreement with a legally blind vendor relating to his or her concession on the County's Facilities, the sale of Pepsi products through said concession shall be subject to this Agreement.

(B) **Ancillary Products**

During the Term, the County will cause the purchasing representative for each of the Facilities to purchase all its respective requirements for carbon dioxide and branded disposable cups ("*Ancillary Products*") exclusively from Pepsi.

(C) **On-Site Advertising**

Subject to approval by the County, Pepsi may advertise its Products at the Facilities and in connection with the Facilities. The County agrees that Pepsi may prominently identify the Products on any menu boards located at the Facilities and prominently identify all equipment-dispensing Products with relevant trademarks and logos.

3. Performance

This Agreement, including all of Pepsi's support to the County as described below, is contingent upon the County complying with all of the following performance criteria:

- (A) **Exclusivity.** The Products shall be the exclusive Beverage of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Facilities by any method or through any medium

Exhibit 1: Scope, Compensation & Additional Terms

whatsoever (including without limitation print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private. In no event shall there be served, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted, beverage products licensed by, or produced by bottlers licensed by any supplier of competitive nonalcoholic Beverages.

(B) **Product Mix.** The County represents that it shall purchase and shall cause its Facilities and its Food Service Provider to purchase Products exclusively from Pepsi and that it shall use reasonable efforts to maintain a mix of both Postmix Products and Packaged Products at each of the Facilities throughout the Term.

(C) **Fountain Products.** The County shall only use the Postmix Products for use in preparing the fountain beverage products (the "*Fountain Products*"): (i) in accordance with the standards established by Pepsi; and (ii) only for immediate or imminent consumption and shall not resell the Postmix Products either to nonaffiliated facilities or to consumers in any form other than the Fountain Products.

(D) **Brand ID.** The County shall have appropriate brand identification, as identified by Pepsi, for each Beverage Product served on all menus (including catering), menuboards and postmix dispensing valves at each of the Facilities throughout the Term.

(E) **Changes in Facilities.** The County agrees that it shall promptly notify Pepsi, in writing, of each new Facility which is opened or acquired during the Term, as well as of any Facility which is closed, sold or otherwise disposed of during the Term so that the parties may promptly update Attachment A.

(F) **Minimum SKU Requirement.** At all times during the Term, the County agrees to mandate the distribution of a mutually agreed minimum core assortment of Products, as identified by Pepsi and as agreed to by the County, based on Equipment type, at each of the Facilities ("Required SKUS"). In the event County implements a healthy initiative program at all or some of its Facilities which program would reduce or eliminate the sale of sugar based Beverages, and as a result the sale of Beverages at the Facilities is materially impacted, then Pepsi and County will use good faith efforts to renegotiate the financial terms of this Agreement.

(H) **Food Service Providers.** In the event that: (i) if the County is currently self-operated, the County switches to a Food Service Provider, or (ii) if the County currently uses a Food Service Provider to operate its concessions, such agreement between the County and the current Food Service Provider expires or is terminated, and the County enters into a new arrangement with a Food Service Provider; then any such new or subsequent agreement between the County and any Food Service Provider (pursuant to either (i) or (ii) above) shall require such Food Service provider to abide by the applicable pricing and other terms set forth in this Agreement to the exclusion of all other benefits, and shall specifically require such Food Service Provider to affirm that it will not be entitled or seek to receive any funding or other benefits/consideration in connection with any agreement such Food Service Provider may separately have with Pepsi or Pepsi's affiliates. In the event that the County fails to adhere to this requirement (or the Food Service Provider refuses to abide accordingly), then County hereby authorizes Pepsi, and Pepsi shall be entitled to adjust its pricing, funding or other consideration provided to the County by an

Exhibit 1: Scope, Compensation & Additional Terms

amount equal to the incremental costs incurred by Pepsi as a result of the County's change in Food Service Providers.

4. Consideration

In consideration of the exclusive rights granted to Pepsi by the County over the Term of this Agreement, and provided the County is not in breach of this Agreement, Pepsi shall provide the County with the following:

(A) **Initial Support Funds.** Pepsi shall provide the County with initial support funds in the amount of Twenty-Five Thousand (\$25,000), payable to the County within sixty (60) days of the signing of this Agreement by all parties (the "**Initial Support Funds**"), with ten percent (10%) in the amount of \$2,500 of the Initial Support Funds going to the Cook County Forest Preserve District and the remaining ninety percent (90%) in the amount of \$22,500 going to Cook County. The Initial Support Funds are earned by the County over the Term. In the event Pepsi terminates this Agreement due to the County's failure to cure a breach hereof, the unearned Initial Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(B)(1) herein.

(B) **Annual Support Funds.** Each Year throughout the Term an on annual basis, Pepsi shall provide the County with annual support funds in the amount of One Hundred Fifteen Thousand (\$115,000) per Year (the "**Annual Support Funds**"), with ten percent (10%) of in the amount of \$11,500 the Annual Support Funds going to the Cook County Forest Preserve District and the remaining ninety percent (90%) in the amount of \$103,500 going to Cook County. The initial payment of Annual Support Funds will be payable to the County within sixty (60) days following the signing of this Agreement by all parties; thereafter Annual Support Funds will be payable within sixty (60) days following commencement of each Year until the end of the Term of this Agreement not to exceed ten (10) consecutive annual payments. The Annual Support Funds are earned throughout each Year in which they are paid. In the event Pepsi terminates this Agreement due to the the County's failure to cure a breach hereof, the unearned Annual Support Funds will be repaid to Pepsi pursuant to the terms of Section 7(B)(1) herein.

(C) **Rebates .** Each Year throughout the Term, Pepsi shall calculate the total number of Cases of Packaged Products and Gallons of Postmix Products purchased by each of the applicable Facilities from Pepsi pursuant to this Agreement, and shall provide the County with rebates calculated based on applicable amounts set forth below (the "**Rebates**"). The Rebates shall be paid by Pepsi within sixty (60) days of the end of each applicable Year during the Term. In the event that any Facility is closed during the Term of this Agreement, Pepsi agrees to provide the County with all Rebates accrued on behalf of that applicable Facility as of the time of closing, provided that such Facility was in full compliance with the terms and conditions of this Agreement.

Exhibit 1: Scope, Compensation & Additional Terms

\$1.50/Gallon	All Gallons of Postmix Products
\$3.00/Case	All Cases of 20 oz., 14 oz., 15.2 oz., 18.5 oz., 16 oz., 9.5 oz. Packaged Products, 10 oz., Dole and 1 liter Aquafina Packaged Products
\$2.00/Case	All Cases of 12 oz. Aquafina Packaged Products
\$1.00/Case	All Cases of 8 oz. and 12 oz. cans and 16.9 oz. Aquafina Packaged Products

The parties agree that Pepsi shall not accrue or pay any Rebates for sales to Facilities that are in breach of the Performance Requirements listed in Section 3 above.

(D) **Commissions.** Pepsi shall pay to the County, or will cause a third party operator or a certified MBE third party operator subcontracted by Pepsi to perform full service vending services at all or some of the Facilities, (the "Vending 3PO") to pay, a commission, as a percentage of the actual cash ("*cash in bag*" or "*CIB*") collected by Pepsi, or the Vending 3PO, from the vending machines placed at the Facilities, plus actual amounts received by Pepsi, or the Vending 3PO if applicable, in connection with credit card or debit card sales (collectively with CIB, "*Revenue*"), less any applicable sales tax, fees and/or deposits ("*Commissions*"). Such Commissions shall be at the rate(s) set forth below (the "*Commission Rate*") and shall be calculated as follows:

(CIB – applicable sales tax/fees/deposits) * Commission Rate = Commission due

Product	Minimum Vend Price*	Commission Rate*
20 oz. Carbonated Soft Drinks, Lipton Tea/Fruit Punch/lemonade	\$1.75	40%
20 oz. Aquafina	\$1.50	40%
12 oz. cans of carbonated soft drinks and non-carbs	\$1.00	40%
15.2 oz. Ocean Spray, 20 oz. Gatorade, and 16 oz. Mountain Dew Kickstart	\$1.75	25%
16 oz. AMP Energy/Rockstar	\$2.50	25%

*Commission Rate stated above shall only apply to Products sold by Pepsi through its Vending Machines at the beginning of the Term. If Pepsi proposes any new products to the County during the Term, then Pepsi shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new product.

Commission Payment. Pepsi shall remit commissions, and if applicable, will cause its Vending 3PO to remit commissions directly to Cook County and to the Cook County Forest Preserve District, or to Superlative if directed by Cook County or the Cook County Forest Preserve District in writing, within 30 days of the end of each 4-week accounting period established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the vending machines available to the County and to Superlative, if so directed. The County agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions

Exhibit 1: Scope, Compensation & Additional Terms

must be brought by the County in writing within one (1) year of the date such Commissions were paid or when payment is due, whichever is later. The County further acknowledges and agrees that it shall not receive any commission payment from Pepsi if Commissions fail to reach a certain threshold amount per period or quarter. The applicable threshold amounts vary based on the payment period and will be established and communicated pursuant to Pepsi's policies and procedures related to its full service vending business, as may be revised by Pepsi from time to time.

(1) *Change to Commission Rate/Vend Prices.* The County acknowledges and agrees that Pepsi established the Commission Rate based on any applicable sales tax associated with the sale of the Products through the Vending Machines as of the commencement date of this Agreement. If, during the Term, applicable sales taxes or other government taxes or fees are imposed on the Beverages sold through Vending Machines, then Pepsi shall have the right to automatically reduce the Commission Rate by the same percentage amount or adjust vend prices accordingly.

(2) *Change to Commission Formula.* In addition to the above, the County agrees that Pepsi shall have the right to change its formula/method for calculating Commissions at any time in its reasonable discretion provided that any such formula adjustments shall not result in a material change to the Commissions due with respect to the same sales of Products.

(3) *Vend Price.* The minimum vend price necessary for the County to qualify for any Commissions is set forth above. Pepsi shall have the absolute right, at its sole discretion, to change such vend prices as it deems appropriate in light of cost of goods increases or to otherwise stay reasonably competitive with applicable vending prices for similar accounts operating in the relative geography.

(E) **Marketing Support.** Each Year throughout the Term, not to exceed Ten (10) Years, Pepsi will provide marketing support to the County with a value not to exceed Ten Thousand Dollars (\$10,000) to be used and spent by Pepsi on mutually agreed to marketing and advertising programs for the benefit of Pepsi and County/Facilities ("Marketing Support"). The Marketing Support does not represent a cash payment and any remaining Marketing Support at the end of a given Year will not carry forward to the subsequent Year.

(F) **Growth Incentive Fund.** Commencing in Year 2 and thereafter each Year throughout the Term, Pepsi will offer the County Growth Incentive Funds based on the incremental growth of Cases. Each Year will be a "**Performance Period.**" The "**Base Period**" with respect to each Performance Period will be the immediately preceding twelve-month period or Year. Pepsi and the County will mutually agree as to the number of Cases which will constitute the Base Period volume for the first Year of this Agreement. The number of Cases purchased during each Performance Period will be compared with the number of Cases purchased during the corresponding Base Period. If, and to the extent that, the number of Cases purchased during any Performance Period exceeds the number of Cases purchased during the corresponding Base Period, Pepsi will pay the County \$1.00 per Case on all such eligible incremental growth Cases ("**Growth Incentive Fund**"). Any applicable Growth Incentive Fund will be paid within 45 days

Exhibit 1: Scope, Compensation & Additional Terms

after the end of the Year, with ten percent (10%) of such Growth Incentive Funds going to the Cook County Forest Preserve District and the remaining ninety percent (90%) going to Cook County,. Notwithstanding the foregoing, unless otherwise agreed upon by the parties in writing, in the event of the addition of one or more Facilities to this Agreement during the Term, the Cases from such additional Facilities shall not count towards any Performance Period until such time as Cases from such additional Facilities are included in the applicable Base Period.

The County acknowledges that Pepsi policies prohibit business practices involving improper revenue recognition, including but not limited to channel stuffing and/or trade loading. As such, the County agrees that to the extent any funding provided for herein is based on the County achieving a threshold amount of purchases in a given time period, Pepsi has and reserves the right to not count purchases towards a given threshold in the event Pepsi determines in its good faith and reasonable discretion that such purchases were not made in the normal course of business for current product needs. Material changes in historical purchasing patterns shall be considered by Pepsi in making any such determination.

(G) Free Equipment Loan and Service. As further outlined in Section 5 below, Pepsi shall provide at no cost to the County or the Facilities necessary dispensing/selling Equipment for Beverages at the Facilities. Such Equipment shall be in sufficient quantities (in light of sales volume) as determined by Pepsi to satisfy the Facilities reasonable needs

(H) Payment Directives. All Consideration from Pepsi as described in *Section 4* shall be paid to Cook County or the Cook County Forest Preserve District, or to Superlative as agent for Cook County or the Cook County Forest Preserve District if so directed in writing by the Chief Financial Officer of Cook County or the Chief Financial Officer of the Cook County Forest Preserve District, as the case may be, at the address set forth in *Section 7(R)*. In the latter instance, Superlative shall retain such portion of those funds as are otherwise payable to Superlative by Cook County under the pre-existing Agreement between Cook County and Superlative (No. 12-90-289, approved by the County Board of Commissioners on November 19, 2014) and shall retain such portion of those funds as are otherwise payable to Superlative by the Cook County Forest Preserve District under the pre-existing Agreement between the Cook County Forest Preserve District and Superlative and the pre-existing letter agreement executed on or about September 2, 2015 by and between the Cook County Forest Preserve District and Superlative (approved by the Cook County Forest Preserve District Board of Commissioners on September 8, 2015),, as is confirmed by Cook County and the Cook County Forest Preserve District in writing, as soon as is practicable following Superlative's receipt of Consideration, and immediately disburse the full remainder to Cook County and the Cook County Forest Preserve District.

(I) Payment Reports. All consideration from Pepsi shall be accompanied by a detailed volume and rebate report and a report which details the portions of Consideration that are attributable to the user departments of Cook County as are identified by the Chief Financial Officer, and the portions of Consideration that are attributable to the Cook County Forest Preserve District. Such reports shall be delivered to both Superlative and County at the addresses identified in *Section 7(R)*, and Pepsi shall use best efforts to include such data and information as is requested by the County. Consideration from Pepsi delivered to Superlative, if so directed by Cook County and the Cook County Forest Preserve District, shall be disbursed by

Exhibit 1: Scope, Compensation & Additional Terms

Superlative to County in such time and manner as is directed by the County, and shall be accompanied by such data, information and reports as are established by the County.

5. Equipment

Pepsi will loan the Facilities, at no charge, appropriate Equipment for dispensing the Products during the Term. The County agrees that the Equipment shall be exclusively used to display and merchandise the Products, and the County shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Pepsi will also provide, at no charge to the County, service to the Equipment. Title to such Equipment will remain vested in Pepsi or its affiliate and all such Equipment will be returned to Pepsi upon expiration or earlier termination of this Agreement. Each Year during the Term or at Pepsi's request, the County shall provide Pepsi with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to the County pursuant to this Agreement. Failure to provide such verification list to Pepsi shall be deemed a material breach of this Agreement.

Pepsi will provide, at no charge to the County, preventative maintenance and service to the Equipment. Pepsi will also provide the County with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Pepsi will promptly respond to each applicable County request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible.

Notwithstanding the foregoing, Pepsi reserves the absolute right to remove any glass front Vending Machines that sells less than eight (8) cases of Product per week or any other Vending Machines that sells less than two (2) cases of Product per week.

Pepsi, or the Vending 3PO if applicable, shall be responsible for collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for all cash monies collected therefrom. The County agrees to provide reasonable assistance to Pepsi in apprehending and prosecuting vandals. Pepsi, or the Vending 3PO if applicable, shall not be obligated to pay Commissions on documented revenue losses resulting from vandalism or theft of Product with respect to any Vending Machines. Pepsi, and/or the Vending 3PO if applicable, shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Facilities.

6. Pricing

Pepsi will provide the County/Facilities a complete supply of Products during the Term of this Agreement and shall deliver such Products in a timely manner (based on mutually agreed upon delivery schedules) and in good and sanitary condition. The Products and Ancillary Products shall be purchased by the County or its Food Service Provider from Pepsi at prices established by Pepsi. The current pricing schedule for Products is set forth on attached Attachment B. Thereafter, the prices may be changed from time to time at Pepsi's discretion, except that Pepsi shall provide thirty (30) days' notice of any price increases during the Term.

Exhibit 1: Scope, Compensation & Additional Terms

7. General Terms

(A) **Termination.** Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice. .

In the event of breach of this Agreement by one or more Facilities, the parties agree that Pepsi shall have the option, in lieu of termination of the entire Agreement, to terminate the Agreement only as it pertains to the applicable breaching Facilities and to obtain an equitable reimbursement for the portions of funding and other costs attributable to such breaching Facilities.

(B) **Remedies.** If Pepsi terminates this Agreement as a result of default by the County, or if the County terminates this Agreement for a reason other than uncured default by Pepsi, then the County and its Facilities will surrender to Pepsi all Equipment provided by Pepsi and shall forfeit all funding not paid as of the date of termination. In addition, without prejudice to any other right or remedy available to Pepsi, Pepsi shall have the right to immediately seek reimbursement from the County and the Facilities for the following:

(1) An amount reflecting reimbursement for all funding previously advanced by Pepsi but not earned by the the County pursuant to the terms of this Agreement. With regard to the Initial Support Funds, the amount of such reimbursement shall be determined by multiplying the Initial Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the higher of 120 (the total number of months in the Term) or the number of months expected to comprise the Term based on volume trends as of the time of termination and the Volume Threshold. With regard to the Annual Support Funds, the amount of such reimbursement shall be determined by multiplying Annual Support Funds by a fraction, the numerator of which is the number of months remaining in the quarterly period of the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is three (3);

(2) An amount reflecting reimbursement for the cost of installation, service and refurbishing of Equipment provided during the Term and the cost of removal of all Equipment that has been installed in the Facilities

(C) **Expiration.** Upon expiration of this Agreement, if the County has not entered into a further agreement with Pepsi for the purchase of the Products, the County shall surrender to Pepsi all Equipment installed in the Facilities, whether leased, loaned or otherwise made available by Pepsi.

(D) **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by the County or its Facilities for Products ordered from and delivered by Pepsi pursuant to this Agreement.

Exhibit 1: Scope, Compensation & Additional Terms

(E) Non-Disclosure. Except as may otherwise be required by law or legal process, neither party shall disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.

(F) Price Discrepancy. Any price discrepancy claim must be submitted to Pepsi within 365 days of the date of the invoice in question. If the County makes a price discrepancy claim within 90 days of the invoice date, the County must submit a written request specifying the particular Beverage Product, amount in dispute and reason for the dispute. This request should be addressed to:

Accounts Receivable
Pepsi-Cola County Service Center
P.O. Box 10
Winston-Salem, North Carolina 27102.

If the County makes a price discrepancy claim from 91 to 365 days after the date of invoice, in addition to the written request as specified above, the County must submit to Pepsi a copy of the invoice in question, copies of any check remittances pursuant to the invoice in question and any additional supporting documentation.

(G) Tax. The County acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the County in connection with the consideration or any other fees payable by Pepsi under this Agreement. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Facilities.

(H) Force Majeure. Pepsi will not be responsible for any delay or lack of delivery resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of Pepsi or that of the suppliers to Pepsi unless such contingency is specifically excluded in another part of this Agreement. Subject to the provisions below, this Agreement will be suspended as to both Product and delivery during any of the above force majeure contingencies. Any and all suspended deliveries will resume after such contingencies cease to exist, if possible, and this Agreement will resume in accordance with its terms, unless otherwise provided for herein. If any deliveries are suspended for more than sixty (60) days due to force majeure the Volume Thresholds will be prorated for that Year based on the length of the suspension, by written amendment to this Agreement.

The County will not be responsible for any closure to the Facilities resulting directly or indirectly from any act of God, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or

Exhibit 1: Scope, Compensation & Additional Terms

other acts of nature or man that are beyond the control of the County or that such contingency is specifically excluded in another part of this Agreement. Subject to the provisions below, this Agreement will be suspended as to both Product and delivery during any of the above force majeure contingencies. Any and all suspended deliveries will resume after such contingencies cease to exist, if possible, and this Agreement will resume in accordance with its terms, unless otherwise provided for herein.

If any of the Facilities close and business suspended for more than sixty (60) days due to Force Majeure, the Annual Support Funds will be prorated for that Year based on the length of the suspension.

(I) Release, Discharge or Waiver. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

(J) Relationship of the Parties. The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.

(K) Effect of Headings. The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

(L) Construction. This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties. If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

(M) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Exhibit 1: Scope, Compensation & Additional Terms

(N) **Further Assurances.** Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

(O) **Notices.** Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or by facsimile, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi:

Pepsi Beverages Company
1475 East Woodfield Road, Suite 1300
Schaumburg, IL 60173
Attn: Director, FoodService

With a copy to (which shall not constitute notice):

Pepsi Beverages Company
One Pepsi Way
Somers, NY 10589
Attn: Legal Department

If to Superlative:

The Superlative Group
921 Huron Road
Cleveland, OH 44115
Attn: Kyle Canter
Chief Operating Officer.

If to Cook County:

Cook County Chief Financial Officer
118 N. Clark Street, Room 1127
Chicago, IL 60602
Attn: Ivan Samstein
Chief Financial Officer

Exhibit 1: Scope, Compensation & Additional Terms

If to the Cook County Forest Preserve District:

Cook County Forest Preserve District
536 North Harlem Avenue
River Forest, IL 60305
Attention: Karen Vaughan
Director of Permits, Concessions and Volunteer Resources

and

Cook County Chief Financial Officer
69 W. Washington, Suite 2060
Chicago, Illinois 60602
Attention: Steven Hughes
Chief Financial Officer

(P) Right of First Negotiation/Refusal. As of the commencement of this Agreement until ninety (90) days prior to the expiration of the Term, the County hereby agrees to grant Pepsi exclusive negotiation rights with respect to extending the current Agreement or entering into a new agreement for Beverage pouring rights at the Facilities upon expiration of the current Term. Thereafter, if the parties have not entered into a new agreement, the County shall be free to enter into discussions/negotiations with third parties except that County shall grant Pepsi the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage pouring rights/sales at the Facilities. To the degree permitted by law, the County shall provide Pepsi with details of any such bona fide offers, and Pepsi shall have a fifteen (15) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names shall be considered for the purposes of determining a match. In the event that Pepsi declines to match such offer, or fails to respond within the fifteen (15) day period, then the County shall be free to enter into an agreement with any third party based on terms and conditions equal or favorable to those presented to Pepsi in connection with the notice specified herein.

(Q) Limitations/Offset Rights. Pepsi reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by the County or terminate this Agreement if the County (i) sells Products directly or indirectly for resale outside of the Pepsi's exclusive territory where the Facilities operate, (ii) purchases Products outside Pepsi's exclusive territory where the Facilities operate and resells such Products within Pepsi's exclusive territory or (iii) does not comply with Pepsi's payment terms or makes an unauthorized deduction from amounts due.

(R) Entire Agreement. The Agreement between the Parties contains the entire agreement between them regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties. The terms of this Exhibit 1, the Beverage Sales Agreement, shall take precedence over the Professional Service Agreement that this Exhibit 1 is attached to.

Exhibit 1: Scope, Compensation & Additional Terms

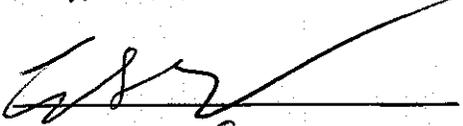
(S) **County Representations.** The County represents and warrants to Pepsi that the execution, delivery and performance of this Agreement by the County will not violate any agreements with, or rights of, third parties. The County and undersigned represent that the undersigned is duly authorized and empowered to bind the County to the terms and conditions of this Agreement for the duration of the Term.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

Bottling Group, LLC

By: 
Print Name: Kevin Desmond
Title: Director of Sales
Date: 7/20/16

Cook County, Illinois

By: 
Print Name: Ivan Samstew
Title: CHIEF FINANCIAL OFFICER
Date: 8/3/16

Superlative Group, Inc.

By: 
Print Name: 
Title: Chief Operating Officer
Date: 7.21.16

Cook County Forest Preserve District

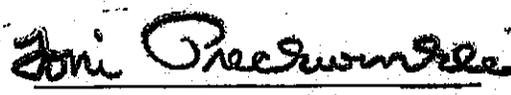
By: 
Print Name: TONI PRECKWINKLE
Title: COOK COUNTY BOARD PRESIDENT
Date: 6/20/16

Exhibit 1: Scope, Compensation & Additional Terms

Attachment A
County's Facilities

CRIMINAL COURT ADMINISTRATION BUILDING & WAREHOUSE AT 23RD & ROCKWELL

<u>BUILDING</u>	<u>DESIGNATED AREA</u>	<u>TYPE</u>
Admin Bldg	Lower Level - Hallway	Soda
Admin Bldg	Floor 3	Soda
Admin Bldg	Floor 4	Soda
Admin Bldg	Floor 5	Soda
Admin Bldg	Floor 8	Soda
Admin Bldg	Floor 9c	Soda
Admin Bldg	Floor 11	Soda
Admin Bldg	Floor 13	Soda
Admin Bldg	Floor 14	Soda
Warehouse	Cen Srv. - 1st Floor - Hall	Soda
Warehouse	Clk Crt. - 4th Floor Rm 431	Soda
Warehouse	Central Services 6th Floor Rm 637	Soda
Division 1	Lobby	Soda
Div. 2/Dorm 2	Lobby	Soda (Plastic Bottle)
DU/Division 3	Lobby	Soda (Plastic Bottle)
Division 4	Lobby	Soda (Plastic Bottle)
Division 5	Lobby	Soda (Plastic Bottle)
Division 5	Officers Dining Room	Soda (Plastic Bottle)
Division 6	Lobby	Soda (Plastic Bottle)
Division 6	2nd Floor Lounge	Soda (Plastic Bottle)
Cermak (Div. 8)	Lobby	Soda (Plastic Bottle)
Cermak (Div. 8)	Lunch Room (New Building)	Soda (Plastic Bottle)
Division 9	Lounge	Soda (Plastic Bottle)
Division 9	Lounge	Soda (Plastic Bottle)
Division 9	Lobby	Soda (Plastic Bottle)

DEPARTMENT OF CORRECTIONS AT 26TH & CALIFORNIA AVENUE

<u>BUILDING</u>	<u>DESIGNATED AREA</u>	<u>TYPE</u>
Division 10	Lobby	Soda
Division 10	Lobby	Soda
Division 11	Lobby	Soda
Division 11	Lunch Room	Soda
Division 11	Lunch Room	Soda

Exhibit 1: Scope, Compensation & Additional Terms

COOK COUNTY DEPARTMENT OF CORRECTIONS - SOUTH CAMPUS

<u>BUILDIN</u>	<u>DESINATED AREA</u>	<u>TYPE</u>
Building 1	1st Floor	Soda
Building 2	1st Floor	Soda
Building 2	2nd Floor	Soda
Building 2	3rd Floor	Soda
Building 2	4th Floor	Soda
Building 2	Basement	Juice
Building 2	Basement	Soda
Building 4	Basement Elev. Lobby	Soda
Boot Camp		Soda

COOK COUNTY BUILDIN; JUVENILE TEMP DETENTION CENTER; JUVENILE COURT ANNEX; MEDICAL EXAMINER'S OFFICE

<u>BUILDIN</u>	<u>DESINATED AREA</u>	<u>TYPE</u>
CCB	Assessor 3	Soda
CCB	Assessor 9	Soda
CCB	MIS 7th Floor Break Room	Soda
JTDC	2nd Floor - Cafeteria	Soda
JTDC	Concourse Break Room - C004	Soda
JTDC	Concourse Probation Screening	Soda
JUV-ANNX	1st Floor Lounge	Soda
JUV-ANNX	1st Floor Lounge	Soda
JUN-ANNX	2nd Floor Probation	Soda
JUV-ANNX	Room 5	Soda
JUV-ANNX	Room 6	Soda
JUV-ANNX	Room 8	Soda
JUV-ANNX	4th Public uardian Rm. 4085-W	Soda
JUV-ANNX	4th Public uardian Rm. 4085-W	Juice
JUV-ANNX	3rd Floor	Soda
JUV-ANNX	3rd Floor	Juice
JUV-ANNX	1st Floor Room 24	Soda
ME	Room 002	Soda

Cook County Health and Hospital Systems

Stroger Hospital Campus	Main Hospital - 8 floors and basement
Stroger Hospital Campus	1900 Administration - 19 floors & basement

Exhibit 1: Scope, Compensation & Additional Terms

Stroger Hospital Campus	Hektoen Building - 8 floors & basement
Stroger Hospital Campus	Durand Building
Stroger Hospital Campus	Fantus - 8 floors & basement
Stroger Hospital Campus	CORE - 3 floors & Building
Provident Hospital & Campus	Main Hospital - 8 floors and basement
Provident Hospital & Campus	Sengstacke Clinic
Provident Hospital & Campus	Outpatient Pharmacy Building
Oak Forest Hospital Campus	Hospital

Locations under current agreement with State of Illinois Department of Human Services, Division of Rehabilitation Services, Business Enterprise Program for the Blind		
Cook County Office Building (118 N. Clark)	Retail First floor	
Cook County Office Building (118 N. Clark)	10 th floor Vending Room	
Cook County Office Building (118 N. Clark)	Newspaper Stand	
Criminal Courts Building (2600 S. California)	1 st floor retail operation	
Criminal Courts Building (2600 S. California)	1 st floor	
Fantus Clinic	1 st floor	
Fantus Clinic	4 th floor	
1900 W Polk Administration Building	Ground floor	
1900 W Polk Administration Building	3 rd floor	
CORE building (2020 W. Harrison)	1 st floor	
Power House (1900 W. Harrison)	CHECK	
Hecktoen Building (627 S. Wood)	Lobby	
Domestic Violence Courthouse (555 W. Harrison)	2nd floor, room 201	
3 rd District Courthouse	Lower level	
3 rd District Courthouse	Jury Room	
Oak Forest Hospital	Building E-1	

Exhibit 1: Scope, Compensation & Additional Terms

Oak Forest Hospital	Building E-2	
Oak Forest Hospital	Building B-1	CHECK
Oak Forest Hospital	Building F-1	
Oak Forest Hospital	Cafeteria	
4 th District Courthouse (1500 S. Maywood)	Cafeteria Basement	
4 th District Courthouse (1500 S. Maywood)	Breakroom 1	
4 th District Courthouse (1500 S. Maywood)	Jury Room 1	
4 th District Courthouse	Maywood Sheriff (1400 S. Maywood)	
4 th District Courthouse	1313 S. Maywood	
5 th District Courthouse	Lower level (cafeteria)	
5 th District Courthouse	Jury room	
2 nd District Courthouse	Cafeteria	
2 nd District Courthouse	Jury room	
6 th District Courthouse	Lower level (cafeteria)	
6 th District Courthouse	Jury room	
6 th District Courthouse	1 st floor- back service elevator	
6 th District Courthouse	North door employee entrance	
Stroger Hospital (1901 W. Harrison)	Basement Vending area	
Stroger Hospital (1901 W. Harrison)	Emergency room area	
Stroger Hospital (1901 W. Harrison)	Emergency room employee break room	
Stroger Hospital (1901 W. Harrison)	Basement break area	
Stroger Hospital (1901 W. Harrison)	2 nd floor	
Stroger Hospital (1901 W. Harrison)	3 rd floor	CHECK
Stroger Hospital (1901 W. Harrison)	Room 3312	CHECK
Stroger Hospital (1901 W. Harrison)	4 th floor	
Stroger Hospital (1901 W. Harrison)	5 th floor	

Location	Address	Department	Duration
Administrative Police Headquarters	1 Aloha Lane, Hinsdale, IL	Police	Annual
Calumet Division Headquarters	9105 Prospect Ave Chicago, IL	Resource Management	Annual
Central Garage/Warehouse	2199 S. First Ave. Maywood, IL 60153 (1st Ave & Roosevelt Rd.)	Facilities & Fleet	Annual
GHQ	536 N. Harlem Ave, River Forest, IL, 60305	N/A	Annual
Sagawau Environmental Learning Center	12545 W 111th St, Lemont, IL 60439	DCEP	Annual
Busse Boat House	Higgins & East Frontage Road	PCV	6 Months

Exhibit 1: Scope, Compensation & Additional Terms

Tampier Lake Boat House	Wolf & 131st St	PCV	6 Months
Maple Lake Boat House	95th St & Flavin Rd	PCV	6 Months
Green Lake	1100 River Oaks Dr, Calumet City, IL 60409	PCV	4 Months
Cermak	7600 Ogden Ave, Lyons, IL 60534	PCV	4 Months
Whealan	6200 W Devon Ave, Chicago, IL 60646	PCV	4 Months
Camp Bullfrog Lake	9600 Wolf Rd, Willow Springs, IL 60480		Annual
Camp Dan Beard	200 Portwine Rd, Northbrook, IL 60062		Annual
Camp Reinberg	1801 N Quentin Rd, Palatine, IL 60074		Annual
Camp Shabonna Woods	15810 S Torrence Ave, South Holland, IL 60473		April-Nov
Camp Sullivan	14630 Oak Park Ave, Oak Forest, IL 60452		Annual
Deer Grove Maintenance	Palatine, IL (North Side of Dundee Rd at Smith Rd)	Landscape Maintenance	Annual
Des Planes Division Headquarters	801 N. River Rd. Prospect, IL	Landscape Maintenance	Annual
Indian Boundary Headquarters/ Division	8800 W. Belmont Ave Chicago, IL	Landscape Maintenance	Annual
Tinley Division Headquarters	13800 S. Harlem Ave. Oak Forest, IL 60452	Landscape Maintenance	Annual
Northeast Police Headquarters	1140 Harms Road Glenview, IL 60025	Police	Annual
Northwest Division	3500 S. Rohlwing Rd. Rolling Meadows, IL	Landscape Maintenance	Annual
Northwest Forestry Headquarters/ Northwest Resource Management	640 Cosman Rd Elk Grove, IL	Resource Management	Annual
Oak Park Tennis Club	544 N. Harlem	PCV	6 Months
Palos Division Headquarters	9901 W. Willow Springs Rd. Willow Springs, IL 60480 (99th & Willow Springs Rd)	Landscape Maintenance	Annual
Popular Creek Police Headquarters	3100 Golf Road Elgin, IL (Gold Rd. Between Barrington Rd and Route 59)	Police	Annual

Exhibit 1: Scope, Compensation & Additional Terms

Sag Valley Police Headquarters Division Headquarters	11901 W. McCarthy Rd. Palos Park, IL	Police	Annual
Salt Creek Division	2405 17th Avenue North Riverside, IL 60547	Landscape Maintenance	Annual
Salt Creek Nursery/ Resource Maintenance	500 Ogden Ave. North Riverside, IL	Resource Management	Annual
Skokie Division Headquarters	1720 Cherry St. Northfield, IL 60093	Landscape Maintenance	Annual
Skokie Resource Management/ Forestry Headquarters	1140 Harms Road Glenview, IL 60025	Resource Management	Annual
Southeast Police Headquarters	18725 Stony Island, Lansing IL 60463	Police	Annual
Thorn Creek Division	Lansing, IL (184th & Stony Island)	Landscape Maintenance	Annual
Thorn Creek Resource Management	Lansing, IL (184th & Stony Island)	Resource Management	Annual
Tinley Division Headquarters	13800 S. Harlem Ave. Oak Forest, IL 60452	Landscape Maintenance	Annual
Tinley Resource Management	6797 W. 147th St. Oak Forest, IL 60452	Resource Management	Annual

See Additional Facilities attached herein as Attachment #1

Exhibit 1: Scope, Compensation & Additional Terms

Exhibit B
Products and Prices

Customer acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.

Package	Units	Cost	Unit Cost
<u>Soft Drinks</u>			
12oz Cans	24	\$9.79	\$0.41
20oz Bottles	24	\$19.90	\$0.83
16oz cans	12	\$12.48	\$0.52
<u>Ocean Spray</u>			
15.2oz Bottles	12	\$14.72	\$0.61
<u>Aquafina</u>			
16.9oz Bottles	24	\$7.80	\$0.33
20oz Bottles	24	\$11.71	\$0.49
1 Liter Bottles	15	\$20.16	\$0.84
12oz Bottles	24	\$8.02	\$0.33
<u>Tea</u>			
18.5oz Lipton Pure Leaf	12	\$13.81	\$0.58
20oz Lipton	24	\$19.90	\$0.83
<u>Muscle Milk</u>			
14oz Bottles	12	\$38.86	\$1.62
<u>G/ G2/ Propel</u>			
20oz Bottles- G/G2			
Propel	24	\$24.62	\$1.03
<u>Sobe</u>			
20oz Bottles	12	\$19.39	\$0.81
20oz Bottles Life Water	12	\$14.86	\$0.62
<u>Energy</u>			
12oz Can Rockstar	12	\$20.68	\$0.86
16oz Can Amp	12	\$21.76	\$0.91
16oz Can Rockstar	24	\$35.27	\$1.47

Exhibit 1: Scope, Compensation & Additional Terms

Brand	5 gal BIB	3 gal BIB
<u>Carbonated Fountain Beverages</u>		
Pepsi / Diet Pepsi	\$14.00 gal	\$14.48 gal
Caffeine Free Pepsi	\$14.00 gal	\$14.48 gal
Wild Cherry Pepsi		\$14.48 gal
Pepsi MAX		\$14.48 gal
Caffeine Free Diet Pepsi		\$14.48 gal
Mountain Dew / Diet Dew	\$14.00 gal	\$14.48 gal
Mountain Dew Code Red	\$14.00 gal	\$14.48 gal
Dr. Pepper	\$14.00 gal	
Sierra Mist/Diet Sierra Mist	\$14.00 gal	\$14.48 gal
Mug Root Beer	\$14.00 gal	\$14.48 gal
Tropicana Orange Twister	\$14.00 gal	\$14.48 gal
Manzanita So		\$14.48 gal
Mirinda Strawberry		\$14.48 gal
Patio Flavors		
Dt Dr Pepper		\$14.48 gal
<u>Lipton Brisk</u>		
Brisk Raspberry	\$14.00 gal	\$14.48 gal
Brisk Peach	\$14.00 gal	\$14.48 gal
Brisk Sweetened	\$14.00 gal	\$14.48 gal
Brisk Sweetened with Lemon	\$14.00 gal	\$14.48 gal
Brisk Extra Sweet	\$14.00 gal	\$14.48 gal
No Calorie Green with Peach	\$14.00 gal	\$14.48 gal
Brisk Unsweetened	\$14.00 gal	\$14.48 gal
Brisk Half & Half	\$14.00 gal	\$14.48 gal
<u>Lipton Liquid Concentrate Brewed Tea</u>		
Unsweetened		\$15.61 gal
Sweetened		\$17.23 gal
Green Tea with Citrus		\$17.23 gal
Peach		\$17.23 gal

Exhibit 1: Scope, Compensation & Additional Terms

Tropicana Juice Drinks

Lemonade	\$14.48 gal
Pink Lemonade	\$14.48 gal
Sugar Free Lemonade	\$14.48 gal
Fruit Punch	\$14.48 gal

Sobe

Lifewater Yumberry Pomegranate	\$14.48 gal
--------------------------------	-------------

Season Harvest

Sour Mix	\$26.68 gal
----------	-------------

Dole

100% Apple Juice	\$26.93 gal
15% Cranberry	\$26.93 gal
100% Grapefruit	\$26.93 gal
10% Kiwi Strawberry	\$26.93 gal
100% Orange Juice	\$26.93 gal
20% Passion Orange Mango	\$26.93 gal
30% Golden Pineapple	\$26.93 gal

EXHIBIT 2

Minority and Women Owned Business Enterprise Commitment

Attach Pepsi's and Superlative's Utilization Plan as Approved by Contract Compliance Director

Attach additional language as submitted by Contract Compliance Director

POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement are 35%. A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.**

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to

meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Pepsi, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Pepsi's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CFO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate

whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CFO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyl.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyl.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CFO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

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

V. NON-COMPLIANCE

If the CCD determines that Pepsi has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify Pepsi of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

Pepsi shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Pepsi shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Pepsi.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Pepsi and Subcontractor obligations.

Any questions regarding this section should be directed to:
Contract Compliance Director

Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

M/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions - Section 19.

I. BIDDER/PROPOSER BUSINESS STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available online at www.poc.state.il.us/procurement/affidavit)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent - Form 2).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBE/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Cristina Foods
 Address: 4555 S Racine, Chicago, IL 60609
 E-mail: cdovalina@cristinafoods.com
 Contact Person: Cesar Dovalina Phone: 312-829-0360 x 280
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: 35 %
 *Letter of Intent attached? Yes X No _____
 *Current Letter of Certification attached? Yes X No _____

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

Attach additional sheets as needed.

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

MINORBE LETTER OF INTENT - FORM 2

MAWBE Firm: Cristina Foods

Certifying Agency: Cook County

Contact Person: Cesar Dovalina

Certification Expiration Date: 2/06/2016

Address: 4555 S Racine

Ethnicity: Hispanic

City/State: Chicago, IL Zip: 60609

BN/Proposal/Contract #:

Phone: 312-829-0360 x 280 Fax:

FEIN #: 36-3593300

Email: cdovalina@cristinafoods.com

Participation: Direct Indirect

Will the MAWBE firm be subcontracting any of the goods or services of this contract to another firm?

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

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

Distribution of Beverage related products for the above reference contract

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

35% of total revenues of Pepsi Beverages Sales excluding Commissions & Rebates

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

Signature (MAWBE): [Signature]

Signature (Prime Bidder/Proposer): [Signature]

Print Name: CESAR DOVALINA JR.

Print Name: William Rooney

Firm Name: CRISTINA FOODS, INC.

Firm Name: Basico

Date: 8/13/15

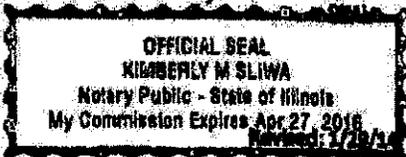
Date: 8/13/15

Subscribed and sworn before me this 13 day of August, 2015

Subscribed and sworn before me this 13 day of August, 2015

Notary Public: [Signature]

Notary Public: [Signature]





OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GÓMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60620 • (312) 603-5502

February 6, 2015

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

RICHARD K. BOYKIN

1st District

ROBERT STYELLE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY G. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

ELIZABETH ANN DOODY GORMAN

17th District

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

Annual Certification Expires: February 6, 2016

Dear Mr. Dovalina:

Congratulations on your continued eligibility for Certification as a Minority Business Enterprise MBE by Cook County Government. This MBE Certification is valid until February 6, 2020.

As a condition of continued certification during this five (5) year period, you must file a **"No Change Affidavit"** within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within fifteen (15) business days of such changes.

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

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

REGULAR DEALER: FOOD AND JANITORIAL SUPPLIES; DISPOSABLE PAPER & PLASTIC; RESTAURANT UTENSILS & EQUIPMENT

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

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ahw

2020



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

April 29, 2016

Mr. Ivan Samstein, Chief Financial Officer
Asset Marketing Committee, Chairman
Cook County Government
Bureau of Finance
118 N. Clark Street, Suite 1127
Chicago, IL 60602

Re: Pouring Rights Contract

Dear Mr. Samstein:

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

Bidder: The Superlative Group
Contract Value: Revenue Generating
Contract Goal: 35% overall MBEWBE

Full MBEWBE Waiver due to the specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. The only task in the agreement is to collect contract funds from Pepsi on behalf of Cook County and the Cook County Forest Preserve District and to disburse the percentage of these funds.

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/la



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

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

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

April 29, 2016

Mr. Ivan Samstein, Chief Financial Officer
Asset Marketing Committee, Chairman
Cook County Government
Bureau of Finance
118 N. Clark Street, Suite 1127
Chicago, IL 60602

Re: Pouring Rights Contract

Dear Mr. Samstein:

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

Bidder: Pepsico Foodservice
Contract Value: Revenue Generating
Contract Goal: 35% overall MBEWBE (total billings)

<u>MBE/WBE/DBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Christina Foods, Inc.	MBE (9)	Cook County	35% Direct

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/la



The Superlative Group, Inc.

921 Huron Road April 21, 2016
Cleveland, Ohio 44115

phone 216.592.9400 Jacqueline Gomez
Director

info@superlativegroup.com Cook County Office of Contract Compliance
N. Clark Street, Room 1020
Chicago, IL 60602

Dear Ms. Gomez:

Based on the scope of the Superlative Group's performance in the agreement between Cook County, the Cook County Forest Preserve District, Pepsi Bottling Group, LLC, and The Superlative Group, it would not be economically feasible for our firm to divide our work in the contract to utilize MBEs and/or WBEs in accordance with the applicable participation.

Our only tasks in the applicable agreement are as follows:

- Collect contract funds from Pepsi on behalf of Cook County and the Cook County Forest Preserve District;
- Disburse the percentage of these funds, which are due to Cook County and the Cook County Forest Preserve District.

With that limited scope of work for this particular partnership, we fear that subcontracting a portion of that work would not be in the spirit of the MBE/WBE program in Cook County.

It is for those reasons that we request a full MBE/WBE waiver for this contract.

Regards,

A handwritten signature in black ink, appearing to read "Matt Schaefer".

Matt Schaefer, J.D., M.B.A.
Director
The Superlative Group

ECONOMIC DISCLOSURE STATEMENT

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

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

B. REASON FOR FULL/REDUCTION WAIVER REQUEST:

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

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

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

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

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

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

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

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

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

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

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

D. OTHER RELEVANT INFORMATION:

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

EXHIBIT 3

Economic Disclosure Forms

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

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

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

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

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

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

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

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

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

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

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

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

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

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	

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

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

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

Yes: No:

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

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

Yes: No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

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

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: Professional Services and Beverage Sales Agreement
County Department: Cook County and the Cook Forest Preserve District

Applicant Information:

Last name: Bottling Group LLC. First Name: MI:
SS# (Last Four Digits): Date of Birth:
Street Address: 1475 E. Woodfield Rd, Suite 1300
City: Schaumburg State: IL Zip: 60173
Home Phone: Driver's License No:

Child Support Obligation Information:

The Applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- A. The Applicant has no judicially or administratively ordered child support obligations.
B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
D. The Applicant is not a substantial owner as defined above.

The Applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Name: Michael Springsteen

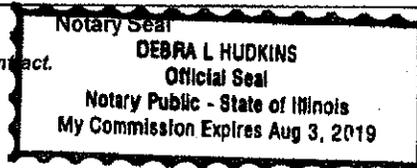
Signature: [Handwritten Signature]

Date: 5-24-16

Subscribed and sworn to before me this 24 day of May, 2016

x [Handwritten Signature]
Notary Public Signature

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



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Bottling Group, LLC

D/B/A: _____ FEIN NO.: 13-4042452

Street Address: c/o PepsiCo North America Beverages, 1111 Westchester Ave

City: White Plains State: NY Zip Code: 10604

Phone No.: 914-767-6000 Fax Number: _____ Email: david.yawman@pepsico.com

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Limited Liability Company

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Pepsi Bottling Holdings, Inc. (Member), c/o PepsiCo, Inc. 700 Anderson Hill Rd, Purchase, NY 10577		84.52%
Bottling Group Holdings, Inc. (Member), c/o PepsiCo North America Beverages, 1111 Westchester Ave, White Plains, NY 10604		15.48%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
PepsiCo, Inc., 700 Anderson Hill Rd, Purchase, NY 10577		100%	Parent Company

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Pepsi Bottling Holdings, Inc., c/o PepsiCo, Inc. 700 Anderson Hill Rd, Purchase, NY 10577			
Bottling Group Holdings, Inc., c/o PepsiCo North America Beverages, 1111 Westchester Ave, White Plains, NY 10604			

Declaration (check the applicable box):

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

CONTRACT #:

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Bottling Group, LLC

Managing Director

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

Title

Signature

April 21, 2016

Date

david.yawman@pepsico.com

914-767-6000

E-mail address

Phone Number

Subscribed to and sworn before me
this 21st day of April, 2016.

My commission expires:

x Susan Marie Rahilly
Notary Public Signature

Notary Seal June 14, 2018

SUSAN MARIE RAHILLY
NOTARY PUBLIC - STATE OF NEW YORK
No. 01RA623482
Qualified in Dutchess County
Certificate Filed in Westchester County
My Commission Expires June 14, 2018



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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

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

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Bottling Group LLC.

Address of Person Doing Business with the County: 1475 E. Woodfield Road Suite 1300, Schaumburg, IL 60173

Phone number of Person Doing Business with the County: 847-598-2739

Email address of Person Doing Business with the County: luke.schafer@pepsico.com

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

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

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

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ TBD over \$25,000

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Kyle Canter Chief Operating Officer The Superlative Group, Inc.

921 Huron Rd, Cleveland, OH 44115 O: (216)592-9400 M: (440) 221-5382 email: canter@superlativegroup.com

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Jessica Pipersburgh (CCHHS) email: Jessica.Pipersburgh@cookcountyil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

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

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

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

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

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

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

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

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

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

<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

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

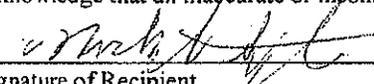
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

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

<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

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

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

	5-24-15
Signature of Recipient	Date

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: AM-2016-001

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): _____

Substantial Owner Complete Name: _____

FEIN# _____

Date of Birth: _____

E-mail address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Home Phone: () _____

III. Compliance with Wage Laws:

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

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

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*

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

No *Employee Classification Act, 820 ILCS 185/1 et seq.,*

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

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

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

IV. Request for Waiver or Reduction

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

- No *There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*
- No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*
- No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*
- No *Other factors that the Person or Substantial Owner believe are relevant.*

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

V. Affirmation

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

Signature: *Michael Spangola* Date: 5-24-16

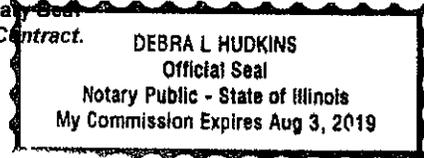
Name of Person signing (Print): Michael Spangola Title: General Manager

Subscribed and sworn to before me this 24 day of May, 2016

x *Debra L. Hudkins*
Notary Public Signature

Notary Seal

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

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

Execution by Corporation

_____ Corporation's Name	_____ President's Printed Name and Signature
_____ Telephone	_____ Email
_____ Secretary Signature	_____ Date

Execution by LLC

_____ LLC Name	_____ *Member/Manager Printed Name and Signature
5-24-16 _____ Date	773-619-8366 michael.springsteen@proppisa.com _____ Telephone and Email

Execution by Partnership/Joint Venture

_____ Partnership/Joint Venture Name	_____ *Partner/Joint Venturer Printed Name and Signature
_____ Date	_____ Telephone and Email

Execution by Sole Proprietorship

_____ Printed Name Signature	_____ Assumed Name (if applicable)
_____ Date	_____ Telephone and Email

Subscribed and sworn to before me this
24 day of May, 2016.

Notary Public Signature

My commission expires:

Notary Seal



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

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

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

Execution by Corporation

Corporation's Name

President's Printed Name and Signature

Telephone

Email

Secretary Signature

Date

Execution by LLC

LLC Name

Michael S Springer
*Member/Manager Printed Name and Signature

5-24-16
Date

776-619-8386 michael.springer@ppss.com
Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

Email

Subscribed and sworn to before me this
24 day of May, 2016.

Debra L Hudkins
Notary Public Signature

My commission expires:

Notary Seal



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

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

Execution by Corporation

_____ Corporation's Name	_____ President's Printed Name and Signature
_____ Telephone	_____ Email
_____ Secretary Signature	_____ Date

Execution by LLC

_____ LLC Name	<u>Michael Springsteen</u> *Member/Manager Printed Name and Signature
<u>5-24-16</u> Date	<u>773-619-8566 Michael.Springsteen@propro.com</u> Telephone and Email

Execution by Partnership/Joint Venture

_____ Partnership/Joint Venture Name	_____ *Partner/Joint Venturer Printed Name and Signature
_____ Date	_____ Telephone and Email

Execution by Sole Proprietorship

_____ Printed Name and Signature	_____ Date
_____ Telephone	_____ Email

Subscribed and sworn to before me this

24 day of May, 2016.

Debra L. Hudkins
Notary Public Signature

My commission expires

Notary Seal



**SECTION 6
COOK COUNTY SIGNATURE PAGE**

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

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS _____ DAY OF _____, 20_____

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

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

OR

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

TOTAL AMOUNT OF CONTRACT: \$ _____
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

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

Date

BOTTLING GROUP, LLC

Power of Attorney

Pursuant to Section 4.6 of the Second Amended and Restated Limited Liability Company Agreement ("Agreement") of Bottling Group, LLC, a Delaware limited liability company, with its principal office at 1 Pepsi Way, Somers, New York, 10589 (the "Company"), the undersigned, a Managing Director of the Company, hereby gives power of attorney to the following individuals, acting singly, such authority as I have to bind the Company with respect to the following matters under Section 4.2 of the Agreement, subject to the limitations set forth in Section 4.3 of such Agreement, to execute and deliver in the name of the Company, all such documents as described below, and to take such other actions as such attorney in his or her discretion and with advice of counsel to the Company may deem necessary or appropriate.

For purposes of clarity and the avoidance of doubt, each of Pepsi Beverages Company ("PBC"), PepsiCo Americas Beverages ("PAB"), North America Beverages ("NAB") and PepsiCo Foodservice ("PFS") with operations in the United States, are unincorporated divisions of PepsiCo, Inc., a North Carolina corporation ("PepsiCo").

North America Business Matters / North America Field Operations

1. To PAB's Chief Executive Officer and PAB's Chief Human Resources Officer, the authority to approve the terms and conditions of any transaction, to negotiate and sign any and all documents, and to do all such acts and things on behalf of PBC, PAB, NAB, PFS and/or the Company as he or she deems necessary or appropriate and that are within his or her professional scope of responsibilities, subject to receipt of any and all PBC, PAB, NAB, PFS and/or PepsiCo internal approvals;
2. To PFS' Global President; Chief Customer Officer; Senior Vice President, Pepsi North America Field Operations; and Chief Operating Officer of PepsiCo North America Foodservice, the authority to approve the terms and conditions of any transaction, to negotiate and sign any and all documents, and to do all such acts and things on behalf of PBC, PAB, NAB, PFS and/or the Company as he or she deems necessary or appropriate and that are within his or her professional scope of responsibilities, subject to receipt of any and all PBC, PAB, NAB, PFS and/or PepsiCo internal approvals;
3. To each of PAB's/NAB's/PBC's/PFS' Senior Vice Presidents (each, a "SVP") within Retail Sales and Foodservice (including National Accounts, Field and Distributor Sales), the authority to approve the terms and conditions of any transaction, to negotiate and sign any and all documents, and to do all such acts and things on behalf of PAB, NAB, PBC, PFS and/or the Company as he or she deems necessary or appropriate that are within such SVP's professional scope of responsibilities and that are limited to the Retail Sales and Foodservice (including National Accounts, Field and Distributor Sales) areas for which such SVP is responsible, subject to receipt of any and all PAB, NAB, PBC, PFS and/or PepsiCo internal approvals;
4. To each of PAB's/NAB's/PBC's/PFS' Vice Presidents (each, a "VP") within Retail Sales and Foodservice (including National Accounts, Field and Distributor Sales), the authority to approve the terms and conditions of any transaction, to negotiate and sign any and all documents, and to do all such acts and things on behalf of PAB, NAB, PBC, PFS and/or the Company as he or she deems necessary or appropriate that are within such VP's professional scope of responsibilities and that are limited to the Retail Sales and Foodservice (including National Accounts, Field and

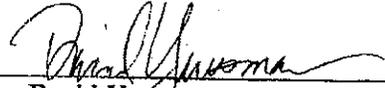
Distributor Sales) areas for which such VP is responsible, subject to receipt of any and all PAB, NAB, PBC, PFS and/or PepsiCo internal approvals;

- 5. To each of PAB's/NAB's/PBC's/PFS' Senior Directors (each, a "Sr. Director"), Directors (each, a "Director") and Market Directors (each, a "Market Director") (collectively, the "Directors") within Retail Sales and Foodservice (including National Accounts, Field and Distributor Sales), the authority to approve the terms and conditions of any transaction, to negotiate and sign any and all documents, and to do all such acts and things on behalf of PAB, NAB, PBC, PFS and/or the Company as he or she deems necessary or appropriate that are within such Directors' professional scope of responsibilities and that are limited to the Retail Sales and Foodservice (including National Accounts, Field and Distributor Sales) areas for which such Directors' are responsible, subject to receipt of any and all PAB, NAB, PBC, PFS and/or PepsiCo internal approvals; and
- 6. To each of PAB's/NAB's/PBC's/PFS' Channel Managers (each, a "Channel Manager"), Manager (each, a "Manager"), Key Account Manager (each, a "KAM"), National Account Sales Manager (each, a "NASM") and Associate Sales Manager (each, an "ASM") within Retail Sales and Foodservice (including National Accounts, Field and Distributor Sales), the authority to approve the terms and conditions of any transaction, to negotiate and sign any and all documents, and to do all such acts and things on behalf of PAB, NAB, PBC, PFS and/or the Company as he or she deems necessary or appropriate that are within such Channel Manager's, Manager's, KAM's, NASM's or ASM's professional scope of responsibilities and that are limited to the Retail Sales and Foodservice (including National Accounts, Field and Distributor Sales) areas for which such Channel Manager, Manager, KAM, NASM or ASM is responsible, subject to receipt of any and all PAB, NAB, PBC, PFS and/or PepsiCo internal approvals.

This power of attorney is effective from the date it is signed and will expire on June 30, 2016.

Dated as of the 1st day of July, 2015.

Bottling Group, LLC

By: 
 Name: David Yawman
 Title: Managing Director

STATE OF NEW YORK)
)
 COUNTY OF WESTCHESTER)

On this 1st day of July 2015, before me personally came David Yawman to me known, who being duly sworn, did depose and say that he is a Managing Director of Bottling Group, LLC, the Company described in the foregoing instrument, and that he is empowered to sign, and has signed, this power of attorney on behalf of said Company.

ROSANNA DEVEAU
 Notary Public, State of New York
 No. 01DE6052504
 Qualified in Westchester County
 Commission Expires Dec. 18, 2018


 Notary Public

CERTIFICATE

I, David Yawman, a Managing Director of Bottling Group, LLC, a Delaware limited liability company (the "Company") and General Counsel of PepsiCo Americas Beverages, an unincorporated division of PepsiCo, Inc., a North Carolina corporation, do hereby certify that:

- (a) Attached hereto as Exhibit A is a true, correct and complete copy of Article IV of the Second Amended and Restated Limited Liability Agreement of the Company and that such Article IV has not been amended, modified or revoked and is in full force and effect on the date hereof; and

- b) Attached hereto as Exhibit B, is a true and correct copy of resolutions which were duly adopted by the Managing Directors of the Company on May 5, 2014 authorizing David Yawman, acting singly, or such person as he may designate in writing to take any action described in Article IV on behalf of the Company and such resolutions have not been amended, modified or revoked and are in full force and effect on the date hereof.

Dated as of April 21, 2016.

By: 
David Yawman
Managing Director

State of NEW YORK)
) SS
County of WESTCHESTER)

On this 21st day of April 2016, before me, David Yawman the undersigned notary public, personally appeared David Yawman, known to me to be the person who executed the within instrument as Managing Director of Bottling Group, LLC, the limited liability company therein named, and acknowledged to me that he executed the foregoing instrument in the capacity stated therein.

SUSAN MARIE RAHILLY
NOTARY PUBLIC - STATE OF NEW YORK
No. 01RA6223482
Qualified in Dutchess County
Certificate Filed in Westchester County
My Commission Expires June 14, 20 16


Notary Public

ARTICLE IV
Management of the Company

4.1 Management By Managing Directors.

(a) General: Number of Managing Directors. Subject to such matters as are expressly reserved hereunder or under the Act to the Members for decision, the business and affairs of the Company shall be managed by the Managing Directors, who shall be responsible for policy-setting, approving the overall direction of the Company and making all decisions affecting the business and affairs of the Company. There shall be at least two (2) but not more than five (5) Managing Directors, the exact number of Managing Directors to be determined from time to time by resolution of the Members. All actions of the Managing Directors, unless otherwise stated herein, shall be by majority vote.

(b) Election: Removal: Resignations. Each Managing Director shall be elected by a Majority of the Members and shall serve until his or her successor has been duly elected and qualified, or until his or her earlier removal, resignation, death or disability. A Majority of Members may remove any Managing Director from any other capacity with the Company at any time (other than being a member of the Company), with or without cause. A Managing Director may resign at any time upon written notice to the Members. The resignation shall take effect upon receipt of notice or at such later date as specified in such notice. The acceptance of the resignation is not necessary to make it effective.

(c) Vacancies. Any vacancy occurring as a result of the resignation, removal, death or disability of a Managing Director or an increase in the number of Managing Directors shall be filled by the vote of a Majority of the Members. A Managing Director chosen to fill a vacancy resulting from the resignation, removal, death or disability of a Managing Director shall serve the unexpired term of his or her predecessor in office.

4.2 Powers of Managing Directors. The power and authority of the Managing Directors to act on behalf of the Company shall include the power to:

(a) purchase, lease or otherwise acquire from any Person, or sell, lease or otherwise dispose of to any Person, any property of the Company;

(b) open bank accounts and, except as otherwise provided herein, invest the funds of the Company;

(c) purchase insurance on the business and assets of the Company;

(d) commence lawsuits and other proceedings;

(e) enter into any agreement, instrument or other writing;

- (f) retain accountants, attorneys or other agents, and
- (g) execute, acknowledge and deliver any and all agreements and instruments to effectuate the foregoing and to take other lawful action that the Managing Directors consider necessary, convenient or advisable in connection with any business of the Company.

4.3 Limitation on Powers of Managing Directors. Notwithstanding the foregoing, the Managing Directors shall not have the authority to do any of the following without the unanimous approval of the Members:

- (a) take any action in contravention of this Agreement;
- (b) take any action which would make it impossible to carry on the ordinary business of the Company or make any material change in the business or purpose of the Company;
- (c) make, execute or deliver on behalf of the Company any assignment for the benefit of creditors or file any bankruptcy or insolvency petition;
- (d) merge or consolidate the Company with or into another entity;
- (e) commingle the Company's funds with those of any other Person;
- (f) confess any judgment on behalf of the Company;
- (g) approve or permit any voluntary liquidation, dissolution or termination of the Company;
- (h) make any amendment to this Agreement or to the Certificate of Formation;
- (i) permit or approve any issuance by the Company of any additional or other equity interests (including any interests convertible into equity interests) of, or the admission of a new member to, the Company pursuant to Section 9.2;
- (j) permit or approve any split, combination or reclassification of any Interests;
- (k) make any registered public offering of any equity interests of the Company;
- (l) enter into any contract, agreement or arrangement providing for the lending of funds by the Company other than in the ordinary course of business;

(f) retain accountants, attorneys or other agents, and

(g) execute, acknowledge and deliver any and all agreements and instruments to effectuate the foregoing and to take other lawful action that the Managing Directors consider necessary, convenient or advisable in connection with any business of the Company.

4.3 Limitation on Powers of Managing Directors. Notwithstanding the foregoing, the Managing Directors shall not have the authority to do any of the following without the unanimous approval of the Members:

(a) take any action in contravention of this Agreement;

(b) take any action which would make it impossible to carry on the ordinary business of the Company or make any material change in the business or purpose of the Company;

(c) make, execute or deliver on behalf of the Company any assignment for the benefit of creditors or file any bankruptcy or insolvency petition;

(d) merge or consolidate the Company with or into another entity;

(e) commingle the Company's funds with those of any other Person;

(f) confess any judgment on behalf of the Company;

(g) approve or permit any voluntary liquidation, dissolution or termination of the Company;

(h) make any amendment to this Agreement or to the Certificate of Formation;

(i) permit or approve any issuance by the Company of any additional or other equity interests (including any interests convertible into equity interests) of, or the admission of a new member to, the Company pursuant to Section 9.2;

(j) permit or approve any split, combination or reclassification of any Interests;

(k) make any registered public offering of any equity interests of the Company;

(l) enter into any contract, agreement or arrangement providing for the lending of funds by the Company other than in the ordinary course of business;

(m) enter into a sale, lease, transfer or other disposition of any assets of the Company outside the ordinary course of business with a fair market value in excess of \$10,000,000; or

(n) permit the election to treat the Company as a corporation for federal income tax purposes as described in Article VII, Section 7.2(g).

4.4 Liability for Certain Acts. The Managing Directors shall perform their duties in good faith, in a manner and with such care as an ordinarily prudent person in a similar position would use under similar circumstances. A Managing Director who so performs such duties shall not have any liability by reason of being or having been a Managing Director. Without limiting the generality of the preceding sentence, a Managing Director does not in any way guaranty the return of any Capital Contribution to a Member or a profit for the Members from the operations of the Company.

4.5 Salaries. The salaries, if any, and other compensation of the Managing Directors shall be fixed from time to time by the unanimous vote or written consent of the Members.

4.6 Powers to Bind the Company. No Managing Director (acting in his or her capacity as such) shall have any authority to bind the Company with respect to any matter except as authorized by the majority of the Managing Directors in accordance with this Article IV.

BOTTLING GROUP, LLC

WRITTEN CONSENT OF MEMBERS

The undersigned, being all of the Members of Bottling Group, LLC, a Delaware limited liability company (the "Company"), do hereby consent to and adopt the following resolution, pursuant to Section 3.2(d) of the Second Amended and Restated Limited Liability Company Agreement of the Company (the "Company Agreement"), such consent to have the same force and effect as a vote at a meeting and take effect on the date hereof.

RESOLVED, that David Yawman be, and he hereby is, appointed as a Managing Director of the Company, to replace Robert K. Biggart, and to serve until his successor has been duly appointed and qualified.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the 5th day of May, 2014.

Pepsi Bottling Holdings, Inc.

By: 
Name: Cynthia Nastanski
Title: Vice President

Bottling Group Holdings, Inc.

By: 
Name: Christine Griff
Title: Vice President

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "BOTTLING GROUP, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTIETH DAY OF APRIL, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.




Jeffrey W. Bullock, Secretary of State

2997846 8300

SR# 20162442083

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202184539

Date: 04-20-16

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

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

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

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

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

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

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

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

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

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

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

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

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
_____	_____
_____	_____
_____	_____

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

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

a) Is Applicant a "Local Business" as defined above?
Yes: _____ No: X

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

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

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

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: Asset Marketing Program Manager
County Department: Public Affairs & Communication

Applicant Information:

Last name: Gallagher First Name: Myles MI: C
SS# (Last Four Digits): 2 6 2 7 Date of Birth: February 20, 1962
Street Address: 154 Kensington Circle
City: Bay Village State: OH Zip: 44140
Home Phone: () Driver's License No: RH065915

Child Support Obligation Information:

The Applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- A. The Applicant has no judicially or administratively ordered child support obligations.
- B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- D. The Applicant is not a substantial owner as defined above.

The Applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: [Signature] Date: October 26, 2015

Subscribed and sworn to before me this 26th day of October, 2015

X [Signature]
Notary Public Signature

Notary Seal **EDWARD J. SELIGMAN**
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Mar. 13, 2018

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name The Superlative Group

D/B/A: _____ FEIN NO.: 34-1762954

Street Address: 921 Huron Road

City: Cleveland State: OH Zip Code: 44115

Phone No.: (216) 592-9400 Fax Number: _____ Email: gallagher@superlativegroup.com

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Myles Gallagher	154 Kensington Circle, Bay Village, OH 44140	100%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

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

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

Declaration (check the applicable box):

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

CONTRACT NO.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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


 Signature

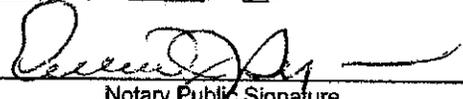
gallagher@superlativegroup.com
 E-mail address

President & CEO
 Title

October 26, 2015
 Date

(216) 592-9400
 Phone Number

Subscribed to and sworn before me
 this 27th day of Oct, 2015

X 
 Notary Public Signature

My commission expires:

EDWARD J. SELIGMAN
 NOTARY PUBLIC • STATE OF OHIO
 Recorded in Cuyahoga County
 My commission expires Mar. 13, 2018



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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: _____

Address of Person Doing Business with the County: _____

Phone number of Person Doing Business with the County: _____

Email address of Person Doing Business with the County: _____

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

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

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

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ _____

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

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

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

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

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

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

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

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

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

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

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

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

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

CONTRACT NO.
Nature of Familial Relationship*

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship*

Name of Employee of Business Entity Directly Engaged in Doing Business with the County

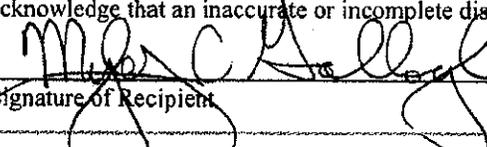
Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship*

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

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


Signature of Recipient

October 26, 2015
Date

SUBMIT COMPLETED FORM TO:

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 12-90-289

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): The Superlative Group

Substantial Owner Complete Name: Myles C Gallagher

FEIN# 34-1762954

Date of Birth: February 20, 1962

E-mail address: gallagher@superlativegroup.com

Street Address: 921 Huron Road

City: Cleveland

State: OH

Zip: 44115

Home Phone: () _____

Driver's License No: RH065915

III. Compliance with Wage Laws:

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

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

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

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

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

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

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

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

IV. Request for Waiver or Reduction

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

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

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

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

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

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

V. Affirmation

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

Signature: _____

Date: October 26, 2015

Name of Person signing (Print): Myles Gallagher

Title: President & CEO

Subscribed and sworn to before me this 27th day of OCTOBER, 20 15

[Signature]
Notary Public Signature

Notary Seal

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

EDWARD J. SELIGMAN
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Mar. 13, 2018

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

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

Execution by Corporation

The Superlative Group
Corporation's Name
(216) 592-9400
Telephone

Secretary Signature

Myles Gallagher
President's Printed Name and Signature
gallagher@superlativegroup.com
Email

October 26, 2015
Date

Execution by LLC

LLC Name

Date

*Member/Manager Printed Name and Signature

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

Date

*Partner/Joint Venturer Printed Name and Signature

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Telephone

Date

Email

Subscribed and sworn to before me this
27th day of OCT, 2015.

[Signature]
Notary Public Signature

My commission expires EDWARD J. SELIGMAN
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
Notary Seal My commission expires Mar. 13, 2018

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

SECTION 6
COOK COUNTY SIGNATURE PAGE

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

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS _____ DAY OF _____, 20_____

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

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

OR

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

TOTAL AMOUNT OF CONTRACT: \$ _____

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

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

Date

Exhibit 4
Evidence of Insurance

MEMORANDUM OF INSURANCE

DATE
12/17/2015

THIS MEMORANDUM OF INSURANCE IS FOR AUTHORIZED VIEWERS ONLY. USE, DUPLICATION OR ALTERATION OF THIS DOCUMENT, WITHOUT THE SPECIFIC WRITTEN CONSENT OF THE INSURED, IS EXPRESSLY PROHIBITED. THIS MEMORANDUM IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT EXTEND, ALTER OR AMMEND THE COVERAGE NOTED OR CONFER RIGHTS UPON ANY VIEWER OR OTHER PARTY. COVERAGE DESCRIBED BELOW IS AS OF THE ABOVE DATE.

PRODUCER LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	COMPANIES AFFORDING COVERAGE
INSURED 1069518 PEPSICO, INC; FRITO-LAY NORTH AMERICA, INC; QUAKER OATS CO; PEPSI-COLA METROPOLITAN BOTTLING CO, INC.; TROPICANA PRODUCTS, INC.; NEW BERN TRANSPORT CORP. BOTTLING GROUP, LLC; IZZE BEVERAGE COMPANY; THE GATORADE CO, NAKED JUICE CO. OF GLENDORA, INC. 700 ANDERSON HILL RD, PURCHASE NY 10577	COMPANY A : ACE American Insurance Company COMPANY B : Indemnity Insurance Co of North America COMPANY C : ACE Fire Underwriters Insurance Company COMPANY D : Agri General Insurance Company COMPANY E :

COVERAGES *PEPSIO1

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCURRENCE GENL AGG LIMIT APPLIES PER: POLICY	HDO G27402045	1/1/2016	1/1/2017	EACH OCCURENCE	\$ 5,000,000
					FIRE DAMAGE (Any one fire)	\$ 2,000,000
					MED EXP (Any one person)	\$ 1,000
					PERSONAL & ADV INJURY	\$ 5,000,000
					GENERAL AGGREGATE	\$ 5,000,000
					PRODUCTS - COMP/OP AGG	\$ 5,000,000
A	AUTOMOBILE LIABILITY ANY AUTO	See Attached	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ See Below
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	\$
	EXCESS LIABILITY	NOT APPLICABLE			EACH OCCURENCE	\$
					AGGREGATE	\$
						\$
						\$
B	WORKERS COMPENSATION/ EMPLOYERS' LIABILITY	WLRC48595601 A/O STATES	1/1/2016	1/1/2017	WORKERS COMP LIMITS	STATUTORY
A		WLRC48595595 AZ, CA & MA	1/1/2016	1/1/2017	E.L. EACH ACCIDENT	\$ 5,000,000
C		SCFC48595571 (WI)	1/1/2016	1/1/2017	E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000
D		WLRC48595583 (TN)	1/1/2016	1/1/2017	E.L. DISEASE - POLICY LIMIT	\$ 5,000,000
A A A	Excess Workers Compensation	WCUC4859556A FL - OH & WA WCUC48595558 PCMBC - OH WCUC48595546 PCMBC - WV	1/1/2016 1/1/2016 1/1/2016	1/1/2017 1/1/2017 1/1/2017	WC Statutory Limits \$5,000,000 each accident \$5,000,000 each ee for disease	

ADDITIONAL INFORMATION

ADDITIONAL NAMED INSURED: FRITO-LAY, INC., ROLLING FRITO-LAY SALES, LP; FL TRANSPORTATION, INC.; IZZE BEVERAGE COMPANY; QUAKER OATS MANUFACTURING; SVC MANUFACTURING INC.; STACY'S PITA CHIP CO.; PEPSI-COLA SALES AND DISTRIBUTION, INC.; PEPSI-COLA TECHNICAL OPERATIONS, INC; P-AMERICAS, LLC.

SEE ATTACHED FOR ADDITIONAL INFORMATION.

POLICY TYPE | Commercial Auto Liability

LIMIT OF INSURANCE | See Below

INSURER | ACE American Ins. Co.

NAMED INSURED: PEPSICO, INC.

LIMIT | \$7,500,000

POLICY NUMBER | ISAH08865796

POLICY TERM | 1/1/2016 - 1/1/2017

INSURER | ACE American Ins. Co.

NAMED INSURED: PEPSI-COLA

METROPOLITAN BOTTLING COMPANY, INC.

LIMIT | \$10,000,000

POLICY NUMBER | ISAH08865802

POLICY TERM | 1/1/2016 - 1/1/2017

ADDITIONAL INSURED IS ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS SPECIFICALLY AGREED BY WRITTEN CONTRACT TO PROVIDE ADDITIONAL INSURED STATUS, SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS, PROVIDED THAT:

A) THIS INSURANCE APPLIES ONLY TO EACH COVERAGE WHICH THE NAMED INSURED HAS AGREED TO PROVIDE BY WRITTEN CONTRACT, BUT IN NO EVENT SHALL THE COVERAGE EXCEED THE COVERAGE OTHERWISE AFFORDED BY THE POLICY.

B) THE AMOUNT OF INSURANCE IS LIMITED TO THAT REQUIRED BY SUCH WRITTEN CONTRACT, BUT IN NO EVENT SHALL THE LIMITS OF LIABILITY EXCEED THE LIMITS OF LIABILITY PROVIDED BY THE POLICY.

C) THE INSURANCE APPLIES ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS, ACTIVITIES OR BUSINESS CONDUCTED BY OR ON BEHALF OF THE NAMED INSURED.

EXHIBIT 5

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	16-2981	Version:	1	Name:	Bottling Group, LLC (Pepsi) - White Plains, NY and Superlative Group, INC -
Type:	Contract	Status:			Approved
File created:	4/27/2016	In control:			Finance Committee
On agenda:	5/11/2016	Final action:			6/8/2016
Title:	PROPOSED CONTRACT				

Department(s): Office of Chief Financial Officer

Vendor: Bottling Group, LLC (Pepsi) - White Plains, NY and Superlative Group, INC - Cleveland, Ohio

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

Good(s) or Service(s): Through this contract Pepsi will receive exclusive pouring rights for all beverages served on all Cook County and Forest Preserve properties, in exchange for certain rebates, commissions and other one-time and annual revenues as specified Schedule of Compensation in the contract, while Superlative will coordinate and facilitate operational and financial aspects of the Agreement.

Contract Value: \$4,141,985.00 (estimated revenue generated over contract period)

Contract period: 6/15/2016 - 6/14/2026

Potential Fiscal Year Budget Impact: FY2016 \$240,000, FY2017 \$370,000, FY2018 \$370,000, FY2019 \$370,000, FY2020 \$370,000, FY2021 \$370,000, FY2022 \$370,000, FY2023 \$370,000, FY2024 \$370,000, FY2025 \$370,000, FY2026 \$216,000

Accounts: N/A

Contract Number(s): AM-2016-001

Concurrences:

The vendor has met the Minority and Women Owned Business Enterprise Ordinance.

Summary: As part of the County's Asset Marketing initiative, the Chief Financial Officer, as the designated Chairperson of the County's Asset Marketing Committee per the County Asset Marketing Ordinance, respectfully submits for approval a contract with the Bottling Group, LLC (Pepsi) and Superlative Group, Inc, through which the County and the Forest Preserve District will grant exclusive pouring rights to Pepsi for all beverages sold on County and Forest Preserve District property for a ten year period. In exchange the County and the Forest Preserve District will receive commissions, rebates and other one-time and annual revenues as specified in the schedule of compensation of the contract. Superlative will coordinate and facilitate operational and financial aspects of the Agreement. The total \$4,141,985.00 estimated contract value includes both Cook County Government's and the Forest Preserve District's respective share of the projected revenues, whereas the fiscal impact above only reflects revenue expected to be received by Cook County Government over the contract period. This contract has met the requirements of the County Minority and Women Owned Business Ordinance.

Sponsors:

Indexes: IVAN SAMSTEIN, Chief Financial Officer, Bureau of Finance

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
6/8/2016	1	Board of Commissioners	approved	Pass
6/8/2016	1	Finance Committee	recommended for approval	Pass
5/11/2016	1	Board of Commissioners	referred	Pass

PROPOSED CONTRACT

Department(s): Office of Chief Financial Officer

Vendor: Bottling Group, LLC (Pepsi) - White Plains, NY and Superlative Group, INC - Cleveland, Ohio

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

Good(s) or Service(s): Through this contract Pepsi will receive exclusive pouring rights for all beverages served on all Cook County and Forest Preserve properties, in exchange for certain rebates, commissions and other one-time and annual revenues as specified Schedule of Compensation in the contract, while Superlative will coordinate and facilitate operational and financial aspects of the Agreement.

Contract Value: \$4,141,985.00 (estimated revenue generated over contract period)

Contract period: 6/15/2016 - 6/14/2026

Potential Fiscal Year Budget Impact: FY2016 \$240,000, FY2017 \$370,000, FY2018 \$370,000, FY2019 \$370,000, FY2020 \$370,000, FY2021 \$370,000, FY2022 \$370,000, FY2023 \$370,000, FY2024 \$370,000, FY2025 \$370,000, FY2026 \$216,000

Accounts: N/A

Contract Number(s): AM-2016-001

Concurrences:

The vendor has met the Minority and Women Owned Business Enterprise Ordinance.

Summary: As part of the County's Asset Marketing initiative, the Chief Financial Officer, as the designated Chairperson of the County's Asset Marketing Committee per the County Asset Marketing Ordinance, respectfully submits for approval a contract with the Bottling Group, LLC (Pepsi) and Superlative Group, Inc, through which the County and the Forest Preserve District will grant exclusive pouring rights to Pepsi for all beverages sold on County and Forest Preserve District property for a ten year period. In exchange the County and the Forest Preserve District will receive commissions, rebates and other one-time and annual revenues as specified in the schedule of compensation of the contract. Superlative will coordinate and facilitate operational and financial aspects of the Agreement. The total \$4,141,985.00 estimated contract value includes both Cook County Government's and the Forest Preserve District's respective share of the projected revenues, whereas the fiscal impact above only reflects revenue expected to be received by Cook County Government over the contract period. This contract has met the requirements of the County Minority and Women Owned Business Ordinance.