

TONI PRECKWINKLE
PRESIDENT



118 N. CLARK STREET
ROOM 1018
CHICAGO, ILLINOIS 60602
TEL: 312-603-5370
FAX: 312-603-3179

MARIA de LOURDES COSS, CPPO
PURCHASING AGENT

April 11, 2010

Mr. Richard Price
Meisrow Insurance Services, Inc.
353 N. Clark Street
Chicago, Il 60654

Ref: Contract No: 11-45-48

Dear Mr. Richard Price,

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,

A handwritten signature in cursive script that reads "Maria de Lourdes Coss".

Maria de Lourdes Coss, CPPO
Purchasing Agent *BR*

MDLC/iw

Enclosure

cc: Lisa Walik

CONTRACT FOR SERVICE

DOCUMENT NO. 11-45-48



**INSURANCE BROKER AND PROFESSIONAL SERVICES
FOR
DEPARTMENT OF RISK MANAGEMENT OF COOK COUNTY**

WITH: MESIROW INSURANCE SERVICES, INC.

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

**ISSUED BY THE
OFFICE OF THE PURCHASING AGENT**

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

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**INSTRUCTIONS TO BIDDERS
BID CONTRACTS
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INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

A. BIDDER shall mean the individual or business entity submitting a Bid Proposal to supply any or all of the services or goods required by the Contract Documents.

B. BID PROPOSAL shall mean the Contract Documents as completed by the Bidder which constitutes the Bidder's offer.

C. CONTRACT shall mean the agreement between the County and Contractor as set forth in the Contract Documents and as awarded by the Cook County Board of Commissioners.

D. CONTRACT DOCUMENTS shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, Addenda, if any, Bid Proposal, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.

E. CONTRACTOR shall mean the individual or business entity submitting a Bid Proposal and to whom the Cook County Board of Commissioners awards the Contract.

F. COUNTY shall mean the County of Cook, a body politic and corporate of the State of Illinois.

G. DIRECTOR shall mean the person or persons authorized by the County to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners.

H. PURCHASING AGENT shall mean the Purchasing Agent of the County of Cook whose duties and responsibilities are more particularly described in the Illinois Compiled Statutes 1994, 55 ILCS 5/5-36003.

I. SPECIFICATIONS shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

IB-02 PREPARATION OF PROPOSALS

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

IB-03 SITE INSPECTION CERTIFICATE

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

IB-04 BID DEPOSIT

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

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

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

IB-05 EXCEPTIONS

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

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

IB-06 BIDDER WARRANTIES

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

IB-07 SUBMISSION OF BID PROPOSALS

All Bidders shall submit the bound copy of the sealed Bid Proposal in an envelope and shall deposit them in the bid box located in the County Board Assembly Room 569, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, subject matter of Bid Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

**IB-08 BID PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 11.**

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

IB-09 COMPETENCY OF BIDDER

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

**IB-10 LOCAL BUSINESS PREFERENCE
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 38.**

The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

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

IB-11 CONSIDERATION OF BID PROPOSALS

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

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

IB-12 WITHDRAWAL OF BID PROPOSALS

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

IB-13 ACCEPTANCE OF PROPOSALS

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

IB-14 PERFORMANCE AND PAYMENT BOND

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

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

IB-15 PRICES FIRM

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

IB-16 CASH BILLING DISCOUNTS

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

IB-17 CATALOGS

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

IB-18 AUTHORIZED DEALER/DISTRIBUTOR

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

IB-19 TRADE NAMES

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

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

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

IB-20 SAMPLES

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

IB-21 NOTICES

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

IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

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

IB-23 COOPERATION WITH INSPECTOR GENERAL

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

END OF SECTION

**GENERAL CONDITIONS
BID CONTRACTS
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GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Purchasing Agent ("Purchasing Agent"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

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

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

GC-02 INSPECTION AND RESPONSIBILITY

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

GC-03 INSURANCE

Contractor shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure him against claims and liabilities which could arise because of the performance of the Contract.

GC-04 PAYMENT

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

GC-05 PREPAID FEES

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

GC-06 TAXES

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

GC-07 PRICE REDUCTION

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

GC-08 CONTRACTOR CREDITS

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

GC-09 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-10 DEFAULT

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

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

GC-11 COUNTY'S REMEDIES

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

GC-12 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-10, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

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

GC-13 DELAYS

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

GC-14 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. No such modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than twenty-nine (29) days may only be made with the advance written approval of the Purchasing Agent.

Contractor is hereby notified that except for the specific changes listed in the following paragraph, no County department or employee thereof has authority to make any modification or amendment to this Contract. Any modification or amendment to this Contract except as provided for in the following paragraph made without the express written approval of the Purchasing Agent is void and unenforceable.

The Director may, by written order, make changes with respect to the times of delivery and the places of performance thereof. Any such change shall not cause an increase or decrease the Contract price or the time required for Contract performance.

GC-15 PATENTS, COPYRIGHTS AND LICENSES

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

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

GC-16 COMPLIANCE WITH LAWS

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

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

GC-17 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 43.1 - 43.10.

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.
- B. A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, a MBE goal of twenty-five percent (25%) of the contract amount and a WBE goal of ten percent (10%) of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-17, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.
- C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.
- D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.
- E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this GC-17 and the wording of the Ordinance shall apply. If there is a conflict between this GC-17 and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.
- F. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED BID OR QUOTATION SUBMITTALS

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

A. MBE/WBE Utilization Plan

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

1. **Letter(s) of Intent**

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

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

All commitments made by a Bid or Quotation in its Utilization Plan must conform to those included in the submitted Letter(s) of Intent. The Contract Compliance Administrator reserves the right to request supplemental information regarding the Letter(s) of Intent submitted with a Bid or Quotation and such information shall be furnished. (Reference pages EDS-3/4 for a format sample of a Letter of Intent)

2. **Letter(s) of Certification**

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

County of Cook
Small Business Administration 8A Program
Illinois Unified Certification Program
or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

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

3. **Joint Venture Affidavit**

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

B. Reduction/Waiver Petition

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting a Reduction/Waiver Request.

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

B. Denying a Reduction/Waiver Request.

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

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

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

V. NON-COMPLIANCE

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance or this GC-17, the Contract Compliance Administrator will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-18 MATERIAL DATA SAFETY SHEET

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

GC-19 CONDUCT OF THE CONTRACTOR

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

GC-20 ACCIDENT REPORTS

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

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

GC-21 USE OF PREMISES

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

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

GC-22 GENERAL NOTICE

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

TO THE COUNTY:

Purchasing Agent
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:

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

GC-23 TERMINATION FOR CONVENIENCE

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

GC-24 GUARANTEES AND WARRANTIES

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

GC-25 STANDARD OF CONTRACT GOODS

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

GC-26 DELIVERY

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

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

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

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

GC-27 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

GC-28 QUANTITIES

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

GC-29 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-30 GOVERNING LAW

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

GC-31 COOPERATION WITH INSPECTOR GENERAL

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

GC-32 WAIVER

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

GC-33 ENTIRE CONTRACT

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

GC-34 FORCE MAJEURE

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

GC-35 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others.

The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

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

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

END OF SECTION

CONTRACT FOR SERVICE
PART I
AGREEMENT

This CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and MESIROW INSURANCE SERVICES, INC. hereinafter the "Contractor", pursuant to authorization by the Cook County Board of Commissioners on March 1, 2011 as evidence by the Board authorization letter attached hereto as Exhibit "A".

WHEREAS, the County is responsible for procuring services for **DEPARTMENT OF RISK MANAGEMANT OF COOK COUNTY**; (hereinafter the "Using Department");

WHEREAS, the Using Department requires the following services: **INSURANCE BROKER AND PROFESSIONAL SERVICES**;

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Work Program" as required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. WORK PROGRAM

The Contractor agrees to perform the following services:

AS SET FORTH IN EXHIBIT "B"

II. CONTRACT PERIOD

This Contract shall be in effect for twelve (12) months after proper execution of the Contract by the County.

III. PAYMENT

All charges shall not exceed the amount of **\$5,500,000.00** and shall be paid in accordance with Exhibit "A." Invoices in triplicate on County Invoice Form 29A shall be, submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and Contract for Service and is incorporated herein by this reference. Contractor's attention is specially directed to GC-01, Subcontracting or Assignment of Contract Funds.

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

1. Exhibit "B"

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflicts with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 11-45-48 for **INSURANCE BROKER AND PROFESSIONAL SERVICES** for the **DEPARTMENT OF RISK MANAGEMENT OF COOK COUNTY**, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	JOB	1	Medical Malpractice Professional Liability Coverage AS PER EXHIBIT "C" HEREIN. <u>\$1,502,200.00/JOB</u> <u>\$1,502,200.00/TOTAL</u>
2.	JOB	1	Excess Property Coverage AS PER EXHIBIT "C" HEREIN. <u>\$335,094.00/JOB</u> <u>\$335,094.00/TOTAL</u>
3.	JOB	1	General Liability - Starr Indemnity AS PER EXHIBIT "C" HEREIN. <u>\$1,050,906.00/JOB</u> <u>\$1,050,906.00/TOTAL</u>
4.	JOB	1	Excess Liability - Axis AS PER EXHIBIT "C" HEREIN. <u>\$753,172.00/JOB</u> <u>\$753,172.00/TOTAL</u>

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
5.	JOB	1	Excess Liability - AWAC AS PER EXHIBIT "B" HEREIN. <u>\$434,000.00/JOB</u> <u>\$434,000.00/TOTAL</u>
6.	JOB	1	Excess Liability - Torus AS PER EXHIBIT "B" HEREIN. <u>\$259,000.00/JOB</u> <u>\$259,000.00/TOTAL</u>
7.	JOB	1	Mesirow Insurance Services Fee AS PER EXHIBIT "B" HEREIN. <u>\$199,500.00/JOB</u> <u>\$199,500.00/TOTAL</u>
GRAND TOTAL NOT TO EXCEED:			<u>\$5,500,000.00</u>

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

CONTRACT PERIOD: February 28, 2011 through February 28, 2012

CONTRACT NO. 11-45-48

EXHIBIT "A"

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT

Earlean Collins
Robert Steele
Jerry Butler
William M. Beavers
Deborah Sims
Joan P. Murphy
Jesus G. Garcia
Edwin Reyes
Peter N. Silvestri

1st Dist.
2nd Dist.
3rd Dist.
4th Dist.
5th Dist.
6th Dist.
7th Dist.
8th Dist.
9th Dist.

Bridget Gainer
John P. Daley
John A. Fritchey
Larry Suffredin
Gregg Goslin
Timothy O. Schneider
Jeffrey R. Tobolski
Elizabeth Ann Doody Gorman

10th Dist.
11th Dist.
12th Dist.
13th Dist.
14th Dist.
15th Dist.
16th Dist.
17th Dist.



DEPARTMENT OF RISK MANAGEMENT

Lisa M. Walik, Director

118 North Clark Street, Room 1072
Chicago, Illinois 60602-1304

	Telephone	Facsimile
Director:	312-603-6422	866-798-9254
Employee Benefits:	312-603-6385	866-729-3040
Workers' Compensation:	312-603-6590	866-839-5397
General Liability:	312-603-6852	866-841-0447
Safety:	312-603-6759	866-746-9102

February 22, 2011

Honorable Toni Preckwinkle
President, Cook County Board of Commissioners
118 North Clark Street
Room 537
Chicago, IL 60602

Re: Mesirow Insurance Services, Inc.
Professional Services; Excess Liability Coverage and Property Insurance

Dear President Preckwinkle,

The Department of Risk Management respectfully requests the Purchasing Agent to enter into and execute a contract with Mesirow Insurance Services, Inc., Chicago, Illinois, to provide professional services and serve as broker for the purchase of excess liability and property insurance.

Reason: Based on extensive review of the program that has been in place since December 30, 2000, a Request for Qualifications was issued for with recommendations for restructuring the existing program in October, 2010. Six (6) brokerage firms responded to the RFQ and each were invited for interviews and presentations. Two brokerage firms were selected in December 2010 to solicit insurance quotations to ensure a competitive process. Based on the extensive evaluation and analysis, it is recommended that the County restructure the current program including Excess Municipal General Liability, Hospital Professional Liability and offer Property Insurance to balance the Cook County's risk profile and insurance coverage.

Contract Period: February 28, 2011 through February 27, 2014

Fiscal Impact: Not to Exceed \$5,500,000 per year

Account: 542-258 (Self-Insurance Fund / Excess Liability Program)

Please feel free to contact my office at 603-6515 with any questions that you may have regarding this program.

Sincerely,

Lisa Walik, CEBS
Director of Risk Management

Att.

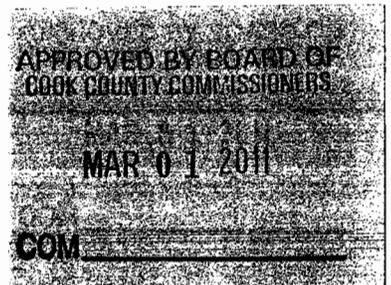


EXHIBIT "B"

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT

Earlean Collins	1 st Dist.	Bridget Gainer	10 th Dist.
Robert Steele	2 nd Dist.	John P. Daley	11 th Dist.
Jerry Butler	3 rd Dist.	John A. Fritchey	12 th Dist.
William M. Beavers	4 th Dist.	Larry Suffredin	13 th Dist.
Deborah Sims	5 th Dist.	Gregg Goslin	14 th Dist.
Joan P. Murphy	6 th Dist.	Timothy O. Schneider	15 th Dist.
Jesus G. Garcia	7 th Dist.	Jeffrey R. Tobolski	16 th Dist.
Edwin Reyes	8 th Dist.	Elizabeth Ann Doody Gorman	17 th Dist.
Peter N. Silvestri	9 th Dist.		



DEPARTMENT OF RISK MANAGEMENT

Lisa M. Walik, Director

118 North Clark Street, Room 1072
 Chicago, Illinois 60602-1304

	Telephone	Facsimile
Director:	312-603-6422	866-798-9254
Employee Benefits:	312-603-6385	866-729-3040
Workers' Compensation:	312-603-6590	866-839-5397
General Liability:	312-603-6852	866-841-0447
Safety:	312-603-6759	866-746-9102

DATE: February 24, 2011

TO: The Honorable Toni Preckwinkle, President
 and Cook County Board of Commissioners

FROM: Lisa Walik, Director of Risk Management

2/28/11-12 Excess Liability Insurance Program Including Property

Executive Summary

The Department of Risk Management is pleased to present the results of the recent Request for Qualification for insurance broker services and the recommended program for the 2/28/2011-2012 term. As part of this process, we retained Risk Resources, Inc., an independent risk management consultant, to review the County's exposures and make recommendations on program coverages and structure. One of the significant recommendations, which the Commissioners supported, was to obtain proposals to cover County's buildings/property that are currently self-insured. This was a significant undertaking and our complete process is outlined in Appendix A.

The expiring coverages purchased include Municipal Liability and the Healthcare Professional Liability (Medical Malpractice). Notable accomplishments:

- Net cost savings of (\$322,322) on the Municipal and Healthcare Professional Liability programs with added coverage
 - Increased limits on the Municipal Liability program by \$20 million
 - 35% reduction in premium on the Healthcare Professional Liability with coverage enhancements
- Obtained quote for property insurance on buildings/complexes over \$10 million in value – this is significant due to our recent flood/water damage loss
 - The program covers \$3.7 billion in values and includes the County Building, the Stroger Hospital campus, the Department of Corrections campus, the Juvenile Temporary Detention Center, the Rockwell and Hawthorne warehouses and the County courthouses

Expiring program cost	\$4,521,700
Renewal program cost – with increased coverage and limits	\$4,198,778
Property program cost – new coverage	\$ 994,345
Total 2/28/2011-2012 program cost	\$5,193,123



Comparison of Municipal Liability Program

Lexington – Expiring Program 2/28/2010 – 2/28/2011			Starr Indemnity - Proposed Program 2/28/2011- 2/28/2012			
General Liability Auto Liability	Law Enforcement, Public Officials, and Employment Practices Liability	Employee Benefits Liability	\$10 Million Occ \$20M Aggregate TORUS \$10 Million Follow Form AWAC	\$10 Million Occ \$20M Aggregate TORUS \$10 Million Follow Form AWAC	\$10M Occurrence \$10M Aggregate TORUS \$10 Million Follow Form AWAC	\$10M Occurrence \$10M Aggregate TORUS \$10 Million Follow Form AWAC
General Liability Auto Liability	Law Enforcement, Public Officials, and Employment Practices Liability	Employee Benefits Liability	General, Auto, and Law Enforcement Liability	Public Officials Liability	Employment Practices Liability	Employee Benefits Liability

The Municipal Liability program is very broad, covering not only traditional bodily injury and property damage losses but also extending coverage to employment practices liability, public official's liability, law enforcement liability, and employee benefits liability. This insurance is also intended to respond to liability associated with class action civil rights suits similar to the pending litigation against the County. After careful review of Cook County's past loss experience, the per occurrence limits were increased from \$20 million to \$40 million.

Municipal Liability Starr Indemnity: Program Highlights

- Provides cost savings of (\$164,827) compared to the Lexington renewal pricing
- No class action, strip search, or body cavity search aggregate limit
- Removed overall policy aggregate limit - expiring policy had a \$40 million aggregate limit
- Removed personal injury aggregate limit - expiring policy had a \$20 million aggregate limit





Comparison of Healthcare Professional Liability Program

Expiring 2/28/10-11

Proposed 2/28/11-12

Expiring 2/28/10-11	Proposed 2/28/11-12
<p>30M per claim/30M aggregate Excess Healthcare Professional Chartis Claims-Made 12/31/00 Retroactive Date Indemnity Only</p>	<p>30M per claim/30M aggregate Excess Healthcare Professional Chartis Claims-Made 12/31/00 Retroactive Date Indemnity Only</p>
<p>40M per occ Healthcare Professional Liability Self-Insured Retention Indemnity Only</p>	<p>40M per occ Healthcare Professional Liability Self-Insured Retention Indemnity Only</p>
	<p>10M per occ Patient Named Peril General Liability</p>

The healthcare professional liability program protects all County facilities and employed medical staff for claims brought against them related to the providing of healthcare professional services (medical malpractice).

Healthcare Professional Liability Chartis: Program Highlights

- Provides cost savings of (\$790,000) over expiring
- Coverage enhancements
 - Broader batch coverage
 - Improved sexual molestation language
 - Provides \$10M SIR for Patient Named Peril General Liability

Value-Added Services Highlights

- Risk Management Services offered by Chartis:
 - Onsite risk assessments
 - Best practice assessments for high-risk areas
 - Regional risk management seminars/webcasts
 - Access to RiskTool – Chartis' healthcare risk management and patient safety website
 - On-going phone consultation on an as-needed basis





Property Program

PROPERTY Buildings – Valued over \$10M		
Coverage Limit \$1 Billion Per Occurrence	BOILER & MACHINERY BREAKDOWN	
	Coverage Limit \$100 Million Per Occurrence	
Public Entity Property Insurance Program	Public Entity Property Insurance Program	FLOOD COVERAGE \$25 Million Per Occurrence \$25 Million Aggregate
\$3,808,079,036 Total Insured Values	\$3,808,079,036 Total Insured Values	Public Entity Property Insurance Program

Property insurance provides replacement cost coverage for physical damage to the County's buildings, contents and inventory plus extra expenses incurred to continue operations due to a loss.

Mesirow Financial has an exclusive relationship in Illinois with the Public Entity Property Insurance Program (PEPIP). PEPIP is currently the largest single property placement in the world, with over \$320 billion in public entity property values from 46 states and generating over \$500 million in annual premium. This program includes over 160 counties, 2,000+ cities, several state risk management programs, higher education clients, several thousand special districts, 70 joint powers authorities, over 200 hospitals, large transit agencies, thousands of school districts and many airport and port authorities.

Property Program PEPIP: Highlights

- Limit of \$1 billion per loss
- \$50 million extra expense – additional costs incurred due to a covered loss
 - Example: patient or inmate relocation and transportation expense
- Property deductible of \$250,000
- Replacement cost valuation
- Program can add 69 W. Washington in June if desired
- Designated claim adjusting firm is McLaren Young International

Value-Added Services Highlights

- Property appraisals will be conducted by American Appraisal on all buildings with a value in excess of \$5 million
- Appraisal report will include valuation of both building and contents/inventory
- Loss control service includes infrared testing





Appendix A: The Process

Excess Liability Program Background

- Prior to December 30, 2000, the County was fully self-insured for all property and liability risks. As a result of several large settlements/judgments, insurance was purchased to cover Healthcare Professional Liability (Medical Malpractice) and Municipal Liability (GL, Auto, Law Enforcement, Public Officials and EPLI) claims
- Excess liability has historically been purchased in conjunction with contracts for brokerage services for three-year contract periods

Analysis of Current Program Objectives

- Engage the services of an independent risk consultant, Risk Resources Inc.
- Determine the appropriate level of self-insured retention for municipal liability, healthcare professional liability and property insurance programs
- Review current claims handling processes for opportunities to reduce cost and gain efficiencies

Analysis Process

- In depth interviews were conducted with the County and Health System Risk Management, Office of Chief Financial Officer, State's Attorney's Office, Capital Planning and Sheriff's Department
- Topics discussed for greater understanding of liability program included:
 - Cook County overall operations
 - County finances including budget process
 - Risk-bearing appetite
 - Claims handling process
 - Historical losses
 - Decision-making process for settling of lawsuits and claims
- Documents reviewed
 - County's current and past financial statements/records
 - Current and prior actuarial reports
 - Historical loss information for past ten (10) years
 - Claims reporting procedures
 - Claims handling procedures
 - Historical insurance summaries
 - Municipal and healthcare professional policies
 - Property insurance policy for 69 W. Washington
 - Industry HPL data secured from *Jury Verdict Reporter* specific to Cook County, Illinois





Recommended Course of Action

- Issue an RFQ for insurance brokerage services, resulting in no more than two brokers selected to market excess insurance and property coverage. This will increase competition within market and reduce broker fees – Completed October 2010
- Solicit quotations for Healthcare Professional Liability and expand coverage to include “batch” claims
- Increase policy limits for Municipal Liability coverage and expand to include non-medical malpractice events that are the result of catastrophic circumstances causing injuries to patients
- Secure quotations for property insurance
 - Onsite inspections for underwriting purposes
 - Review current property structures to determine proper valuation
 - Estimation of total insured values in excess of \$3.5 billion
 - Include coverage for extra expense and business income
 - Obtain quotations for both a \$250,000 and \$500,000 deductible

RFQ Timeline

- October 2010: Recommendation finalized
- October 5, 2010: RFQ posted on cookcountyil.gov website for broker services
- October 25, 2010: Deadline for submissions of broker proposal
 - Six (6) proposals were received and analyzed
- December 1 and December 2, 2010: Each of the six respondents were interviewed, and the following factors were used to select two finalists:
 - Proposed broker fee
 - Methodology and market approach
 - Use of MBE/WBE participation
 - Professional services offered
 - Claims services
 - Dedicated team
- January 7, 2011: Mesirow Financial and Integro were selected as finalists and requested to submit market assignments for insurance companies to approach
- February 6, 2011: Broker presentations and bindable quotes received for program consideration and recommendation
- February 22, 2011: Selection of Mesirow Financial’s Municipal, Healthcare and Property Insurance Programs to be presented/recommended to the Board





Broker Services Requested

- Professional Services
 - Analyze County's exposure to loss
 - Compile underwriting information and exposures
 - Identify improvements to policy language
 - Market and place policies
 - Bind all coverages: review binders, policies and endorsements
 - Request endorsements as needed
 - Commence the renewal process 120 - 150 days prior to anniversary date, providing recommendations for changes in design or services to enhance program
- Claims Administration/Aggregate Loss Tracking
 - Attend regular meetings to discuss and review claims, including evaluation of reserves for all claims
 - Assist with the reporting of claims
 - Attend Litigation sub-committee meetings to discuss claims that trigger excess policies as requested/needed
 - Assist with the development of internal and external reports
 - Maintain and update County's claim information
 - Track all losses to determine the appropriate policy year for each loss
 - Keep running totals of loss amounts that are retained by the County

Underwriting Process

- Special emphasis was made this year on developing a relationship between underwriters and County staff
- In addition to completed applications and exposure data, both the County and Health System Risk Management Staff participated in meetings and/or conference calls to discuss risk, quality and patient safety initiatives along with an in-depth overview of the claims management process, including:
 - Staff experience/clinical background
 - Overview of risk management, quality and patient safety programs
 - Implementation of electronic occurrence reporting system
 - Incident trends/quality improvement initiatives
 - Utilization of electronic medical records
 - Claims reporting process
 - Reserving guidelines/philosophy
 - Dedicated medical malpractice litigation unit within the State's Attorney's office
- On-site property visits by prospective carriers were conducted at the following locations:
 - County Building
 - Stroger Hospital campus
 - Department of Corrections campus
 - Juvenile Temporary Detention Center
- Mesriow Financial provided detailed analysis and evaluation of the County's exposures
 - Marshall & Swift evaluations
 - Property values
 - Flood zone determinations





Appendix B: Detailed Premium Summary

Expiring Coverages

Municipal Program	Expiring	Renewal	Variance	Notes
Carrier	Lexington	Starr Indemnity / AXIS		
Policy Limit - Lead	\$20M	\$20M	-	
SIR	\$10M	\$10M	-	
Premium	1,901,060	1,804,078	(96,982)	
Carrier	n/a	AWAC/Torus		
Policy Limit - Excess	n/a	\$20M	\$20M	Increased Limits
Premium	n/a	693,000	693,000	
Total Municipal	1,901,060	2,497,078	696,018	

Healthcare Professional Liability Program	Expiring	Renewal	Variance	Notes
Carrier	Chartis	Chartis		
Policy Limit	30M/30M	30M/30M	-	
SIR	40M/Nil	40M/Nil	-	
Premium	2,240,000	1,450,000	(790,000)	
Plus Surplus Lines	80,640	20,000	(28,440)	
Total HPL	2,320,640	1,502,200	(818,440)	Same Limits, but negotiated Expanded Coverage with 35% Premium Reduction

	Expiring	Renewal	Variance
Sub-Total Premium	4,221,700	3,999,278	(222,422)
Plus Broker Fee	300,000	199,000	(100,500)
Sub-Total Insurance Costs	4,521,700	4,198,278	(322,922)

New Property Proposal

Property Program	Expiring	Renewal	Variance	Notes
Carrier	N/A	PEPIP		
Total Insurable Values		3.7B	3.7B	
Deductible		250,000		
Premium		994,345	994,345	
Plus Surplus Lines				
Total Property	-	994,345	994,345	New Coverage; Previously County was fully Self-Insured with exception of 69 W. Washington

	Expiring	Renewal	Variance
Total Insurance Costs	4,521,700	5,193,123	671,423



EXHIBIT "C"



353 North Clark Street, Chicago, Illinois 60654
312.595.6000 • mesirofinancial.com

March 8, 2011

Ms. Lisa Walik, Director
c/o Cook County – Department of Risk Management
118 North Clark Street, Room 1072
Chicago, IL 60602-1304

RE: Insurance invoices and binders
Lines of Coverage: Medical Malpractice, Excess Property, Excess Liability
Policy Number: Varies by line of coverage
Policy Term: 2/28/2011 – 2/28/2012 – Medical Malpractice & Excess Liability
2/28/2011 – 7/01/2011 – Excess Property

Dear Ms. Walik:

Enclosed please find our invoices for the above referenced policies. There are a total of seven (7) invoices.

Invoice No. 723128 – Medical Malpractice – Excess Professional Liability Coverage
Invoice No. 723418 – Excess Property Coverage
Invoice No. 723370 – General Liability – Starr Indemnity
Invoice No. 723372 – Excess Liability – Axis
Invoice No. 723373 – Excess Liability – AWAC
Invoice No. 723374 – Excess Liability – Torus
Invoice No. 723375 – Mesirow Insurance Services Fee

Please remit payment to:

Mesirow Insurance Services, Inc.
2413 Momentum Place
Chicago, IL 60689-5324

Included with the invoices are insurance binders confirming coverage is in place. The exception is for the excess property coverage. The original binder issued had some errors. Ann Carroll is working with the carrier to insure the binder issued mirrors the coverage bound with Alliant. The correct binder for the property coverage will be forwarded as soon as possible.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Leah Cozad
Senior Account Manager
P: 312.595.7142
E: lcozad@mesirofinancial.com

2229307/LZC



353 North Clark Street, Chicago, Illinois 60654

----- INVOICE -----

Cook County, Illinois
 118 N. Clark Street, Suite 1072
 Attn: Department of Risk Management
 Chicago, IL 60602

Invoice Date 03/02/11
 Invoice No. 723128
 Bill-To Code COOKCOU16
 Client Code COOKCOU16
 Inv Order No. 1*624603

Named Insured: Cook County, Illinois

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: Mesirow Insurance Services Inc

Effective Date	Policy Period	Coverage Description	Transaction Amount
02/28/11	02/28/11 to 02/28/12	Lexington Insurance Company Policy No. 6796573 *New - Excess Professional Liab	1,450,000.00
		Surplus Lines Tax - Excess Professiona	50,750.00
		Stamping Fee - Excess Professional Lia	1,450.00
		Excess Healthcare Professional Liability Premium for the period February 28, 2011-2012	
		Invoice Number: 723128 Amount Due:	1,502,200.00
*Premiums Due and Payable on Effective Date			

-----INVOICE-----

 Cook County Administration
 118 N. Clark Street
 Chicago, IL 60602

Invoice Date 03/08/11
Invoice No. 723418
Bill-To Code COOKCOU2
Client Code COOKCOU2
Inv Order No. 1*625015

Named Insured: Cook County Administration

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: Mesirow Insurance Services Inc

Effective Date	Policy Period	Coverage Description	Transaction Amount
02/28/11	02/28/11 to 07/01/11	Lexington Insurance Company Policy No. P101654012 *New - Excess Property	335,094.00
		Invoice Number: 723418	Amount Due: 335,094.00

PLEASE REMIT PAYMENT.

In addition to the fees and/or commissions retained by Mesirow Insurance Services, Inc., it is understood and agreed that other parties, such as excess and surplus lines brokers, wholesalers, underwriting managers, and similar parties may earn and retain usual and customary commissions and/or fees in the course of providing insurance products

As is common practice in the industry, Mesirow Insurance Services, Inc., has entered into arrangements with certain insurance carriers and wholesale brokers providing for compensation, in addition to commissions, to be paid to Mesirow Insurance Services, Inc. based on several factors, including the volume of premium and/or underwriting profitability of the insurance coverage written through our firm by those carriers. This additional compensation may include non-cash awards and other benefits. The insurance coverage you purchase through Mesirow Insurance Services, Inc., may be issued by an insurance carrier or wholesale broker who has such an agreement with our firm. Additionally, Mesirow Insurance Services, Inc. may receive fees from premium finance transactions. Should you have specific questions concerning such compensation, please contact your Mesirow Financial executive.

Premiums Due and Payable on Effective Date

----- INVOICE -----

 Cook County Administration
 118 N. Clark Street
 Chicago, IL 60602

Invoice Date 03/07/11
Invoice No. 723370
Bill-To Code COOKCOU2
Client Code COOKCOU2
Inv Order No. 1*624934

Named Insured: Cook County

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: Mesirow Insurance Services Inc

Effective Date	Policy Period	Coverage Description	Transaction Amount
02/28/11	02/28/11 to 02/28/12	Starr Indemnity & Liability Company Policy No. SISCPEL00000111 *New - General Liability	1,050,906.00
		Invoice Number: 723370	Amount Due: 1,050,906.00

PLEASE REMIT PAYMENT

In addition to the fees and/or commissions retained by Mesirow Insurance Services, Inc., it is understood and agreed that other parties, such as excess and surplus lines brokers, wholesalers, underwriting managers, and similar parties may earn and retain usual and customary commissions and/or fees in the course of providing insurance products.

As is common practice in the industry, Mesirow Insurance Services, Inc., has entered into arrangements with certain insurance carriers and wholesale brokers providing for compensation, in addition to commissions, to be paid to Mesirow Insurance Services, Inc. based on several factors, including the volume of premium and/or underwriting profitability of the insurance coverage written through our firm by those carriers. This additional compensation may include non-cash awards and other benefits. The insurance coverage you purchase through Mesirow Insurance Services, Inc., may be issued by an insurance carrier or wholesale broker who has such an agreement with our firm. Additionally, Mesirow Insurance Services, Inc. may receive fees from premium finance transactions. Should you have specific questions concerning such compensation, please contact your Mesirow Financial executive.

Premiums Due and Payable on Effective Date

-----INVOICE-----

 Cook County Administration
 118 N. Clark Street
 Chicago, IL 60602

Invoice Date 03/07/11
Invoice No. 723372
Bill-To Code COOKCOU2
Client Code COOKCOU2
Inv Order No. 1*624936

Named Insured: Cook County Administration

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: Mesirow Insurance Services Inc

Effective Date	Policy Period	Coverage Description	Transaction Amount
02/28/11	02/28/11 to 02/28/12	Axis Surplus Insurance Co Policy No. EA0758317012011 *New - Excess Liability	727,000.00
		Stamping Fee - Excess Liability	727.00
		Surplus Lines Tax - Excess Liability	25,445.00
		Invoice Number: 723372	Amount Due: 753,172.00

PLEASE REMIT PAYMENT.

In addition to the fees and/or commissions retained by Mesirow Insurance Services, Inc., it is understood and agreed that other parties, such as excess and surplus lines brokers, wholesalers, underwriting managers, and similar parties may earn and retain usual and customary commissions and/or fees in the course of providing insurance products.

As is common practice in the industry, Mesirow Insurance Services, Inc., has entered into arrangements with certain insurance carriers and wholesale brokers providing for compensation, in addition to commissions, to be paid to Mesirow Insurance Services, Inc. based on several factors, including the volume of premium and/or underwriting profitability of the insurance coverage written through our firm by those carriers. This additional compensation may include non-cash awards and other benefits. The insurance coverage you purchase through Mesirow Insurance Services, Inc., may be issued by an insurance carrier or wholesale broker who has such an agreement with our firm. Additionally, Mesirow Insurance Services, Inc. may receive fees from premium finance transactions. Should you have specific questions concerning such compensation, please contact your Mesirow Financial executive.

Premiums Due and Payable on Effective Date

-----INVOICE-----

 Cook County Administration
 118 N. Clark Street
 Chicago, IL 60602

Invoice Date 03/07/11
Invoice No. 723373
Bill-To Code COOKCOU2
Client Code COOKCOU2
Inv Order No. 1*624937

Named Insured: Cook County Administration

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: Mesirow Insurance Services Inc

Effective Date	Policy Period	Coverage Description	Transaction Amount
02/28/11	02/28/11 to 02/28/12	Allied World National Assurance Co. Policy No. 03064349 *New - Excess Liability	434,000.00
		Invoice Number: 723373	Amount Due: 434,000.00

PLEASE REMIT PAYMENT.

In addition to the fees and/or commissions retained by Mesirow Insurance Services, Inc., it is understood and agreed that other parties, such as excess and surplus lines brokers, wholesalers, underwriting managers, and similar parties may earn and retain usual and customary commissions and/or fees in the course of providing insurance products.

As is common practice in the industry, Mesirow Insurance Services, Inc., has entered into arrangements with certain insurance carriers and wholesale brokers providing for compensation, in addition to commissions, to be paid to Mesirow Insurance Services, Inc. based on several factors, including the volume of premium and/or underwriting profitability of the insurance coverage written through our firm by those carriers. This additional compensation may include non-cash awards and other benefits. The insurance coverage you purchase through Mesirow Insurance Services, Inc., may be issued by an insurance carrier or wholesale broker who has such an agreement with our firm. Additionally, Mesirow Insurance Services, Inc. may receive fees from premium finance transactions. Should you have specific questions concerning such compensation, please contact your Mesirow Financial executive.

Premiums Due and Payable on Effective Date

-----INVOICE-----

Cook County Administration
 118 N. Clark Street
 Chicago, IL 60602

Invoice Date 03/07/11
 Invoice No. 723374
 Bill-To Code COOKCOU2
 Client Code COOKCOU2
 Inv Order No. 1*624938

Named Insured: Cook County Administration

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: Mesirow Insurance Services Inc

Effective Date	Policy Period	Coverage Description	Transaction Amount
02/28/11	02/28/11 to 02/28/12	Torus Specialty Insurance Company Policy No. 55873A110A11 *New - Excess Liability	250,000.00
		Surplus Lines Tax - Excess Liability	8,750.00
		Stamping Fee - Excess Liability	250.00
		Invoice Number: 723374	Amount Due: 259,000.00

PLEASE REMIT PAYMENT.

In addition to the fees and/or commissions retained by Mesirow Insurance Services, Inc., it is understood and agreed that other parties, such as excess and surplus lines brokers, wholesalers, underwriting managers, and similar parties may earn and retain usual and customary commissions and/or fees in the course of providing insurance products.

As is common practice in the industry, Mesirow Insurance Services, Inc., has entered into arrangements with certain insurance carriers and wholesale brokers providing for compensation, in addition to commissions, to be paid to Mesirow Insurance Services, Inc. based on several factors, including the volume of premium and/or underwriting profitability of the insurance coverage written through our firm by those carriers. This additional compensation may include non-cash awards and other benefits. The insurance coverage you purchase through Mesirow Insurance Services, Inc., may be issued by an insurance carrier or wholesale broker who has such an agreement with our firm. Additionally, Mesirow Insurance Services, Inc. may receive fees from premium finance transactions. Should you have specific questions concerning such compensation, please contact your Mesirow Financial executive.

Premiums Due and Payable on Effective Date

----- INVOICE -----

Cook County Administration
 118 N. Clark Street
 Chicago, IL 60602

Invoice Date 03/07/11
 Invoice No. 723375
 Bill-To Code COOKCOU2
 Client Code COOKCOU2
 INV ORDER NO. 1*6234940

Named Insured: ITR Concession Company, LLC

Amount Remitted: \$

Please return this portion with your payment.

Make Checks Payable to: Mesirow Insurance Services Inc

Effective Date	Policy Period	Coverage Description	Transaction Amount
02/28/2011	02/28/11 to 02/28/12	Mesirow Service Fee Policy No. SERVICEEEE Service Fee – Agency Bill	199,500.00
		Invoice Number: 723375	Amount Due: 199,500.00
 <p>PLEASE REMIT PAYMENT.</p>			
<p>In addition to the fees and/or commissions retained by Mesirow Insurance Services, Inc., it is understood and agreed that other parties, such as excess and surplus lines brokers, wholesalers, underwriting managers, and similar parties may earn and retain usual and customary commissions and/or fees in the course of providing insurance products.</p> <p>As is common practice in the industry, Mesirow Insurance Services, Inc., has entered into arrangements with certain insurance carriers and wholesale brokers providing for compensation, in addition to commissions, to be paid to Mesirow Insurance Services, Inc. based on several factors, including the volume of premium and/or underwriting profitability of the insurance coverage written through our firm by those carriers. This additional compensation may include non-cash awards and other benefits. The insurance coverage you purchase through Mesirow Insurance Services, Inc., may be issued by an insurance carrier or wholesale broker who has such an agreement with our firm. Additionally, Mesirow Insurance Services, Inc. may receive fees from premium finance transactions. Should you have specific questions concerning such compensation, please contact your Mesirow Financial executive.</p>			



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 OFFICE
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcounty.gov/taxonomy/ethics/Listings/cc_ethics_VendorList_June09.pdf

DEFINITIONS:

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

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

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

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

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

COOK COUNTY BOARD OF ETHICS

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: _____ Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

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

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

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

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

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

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

*See "Definitions" for meaning

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

Owner/Employee's Signature

Date

Subscribe and sworn before me this _____ Day of _____, 20____

a Notary Public in and for _____ County

(Signature)

NOTARY PUBLIC

My Commission expires _____

SEAL

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

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

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

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

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN
Section 1

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

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

- _____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- _____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance.)
- X Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

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

MBE/WBE Firm: Insurers Review Services, Inc.

Address: 255 North Michigan Ave, Suite 902, Chicago, Illinois 60601

E-mail: irsinc@ameritech.net

Contact Person: Alvin J. Robinson **Phone:** 312.938.0900

Dollar Amount Participation: \$ \$49,875

Percent Amount of Participation: 25% %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Risk & Insurance Management Services, Inc.

Address: 80 Burr Ridge Parkway #121, Burr Ridge, IL 60527

E-mail: lspreck@@eagleonccms.com

Contact Person: Elizabeth Rodriguez-Spreck **Phone:** 630.468.1624

Dollar Amount Participation: \$ \$19,950

Percent Amount of Participation: 10% %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

***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.**

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PURCHASING DIRECTOR
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II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. However, Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will indirect Participation be considered.

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

RECEIVED AUG 30 2010

Alvin J Robinson
Insurer's Review Services, Inc.
225 N. Michigan, Ste. 902
Chicago, IL 60601

Annual No Change Affidavit Due:

September 1, 2011

Dear: Alvin J Robinson

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until September 1, 2013.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **September 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **July 3, 2011**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to

- ◆ file your No Change Affidavit within the required time period;
- ◆ provide financial or other records requested pursuant to an audit within the required time period; or
- ◆ notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

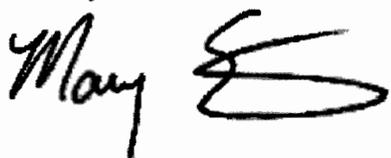
Insurer's Review Services, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

524210 Agencies, insurance

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E", with a stylized flourish at the end.

Mary Elliott
Acting Managing Deputy

THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GARNER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DODDY GORMAN	17th Dist.



June 30, 2010

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

Ms. Elizabeth Rodriguez Spreck, President
Risk & Insurance Management Services, Inc.
80 Burr Ridge Parkway, # 121
Burr Ridge, IL 60527

Annual Certification Expires: July 29, 2011

Dear Ms. Spreck:

Congratulations on your continued eligibility for Certification as an **MBE(9)WBE** by Cook County Government. This **MBE(9)WBE** Certification is valid until **July 29, 2011**; however your firm must be revalidated annually. Your firm's next annual validation is required by **July 29, 2011**.

As a condition of continued Certification during this three (3) year period, you must file a "**No Change Affidavit**" within **sixty (60) business 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 of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an **MBE(9)WBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commended 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 Enterprises and Women Business Enterprises in the area(s) of specialty:

RISK MANAGEMENT AND INSURANCE CONSULTING: HEALTHCARE SERVICES, MANAGED CARE SERVICES, CLAIMS SERVICES & MANAGED CARE ADMINISTRATION

Your participation on County contracts will be credited toward **MBE (9)** or **WBE** goals only in your area of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE(9)** or **WBE** goals will be given only for work done in the specialty category.

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

Sincerely,

Betty Hancock Perry
Contract Compliance Administrator

BHP/ehw

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CONTRACT COMPLIANCE
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THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
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DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	TIMOTHY O. SCHNELDER	15th Dist.
EDWIN REYES	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

June 30, 2010

Ms. Elizabeth Rodriguez Spreck, President
Risk & Insurance Management Services, Inc.
80 Burr Ridge Parkway, # 121
Burr Ridge, IL 60527

Annual Certification Expires: July 29, 2011

Dear Ms. Spreck:

Congratulations on your continued eligibility for Certification as an **MBE(9)WBE** by Cook County Government. This **MBE(9)WBE** Certification is valid until **July 29, 2011**; however your firm must be revalidated annually. Your firm's next annual validation is required by **July 29, 2011**.

As a condition of continued Certification during this three (3) year period, you must file a "**No Change Affidavit**" within **sixty (60) business 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 of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an **MBE(9)WBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commended 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 Enterprises and Women Business Enterprises in the area(s) of specialty:

RISK MANAGEMENT AND INSURANCE CONSULTING: HEALTHCARE SERVICES, MANAGED CARE SERVICES, CLAIMS SERVICES & MANAGED CARE ADMINISTRATION

Your participation on County contracts will be credited toward **MBE (9)** or **WBE** goals only in your area of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE(9)** or **WBE** goals will be given only for work done in the specialty category.

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

Sincerely,

Betty Hancock Perry
Contract Compliance Administrator

BHP/ehw

**COOK COUNTY LETTER OF INTENT
(Section 2)**

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Brokerage Services / 10-50-1080Q

From: Insurers Review Services, Inc.
(MBE/WBE Firm)

To: Mesirow Insurance Services, Inc. and the County of Cook
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.

<u>Description of Service/Supply/Project</u>	<u>Fee/Cost</u>
1. Analyze loss exposures (including review of loss runs, current	\$ 49,875 25 %
2. policies and loss recommendations)	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total:	\$ 49,875 25 %

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

Upon Penalty of perjury, I Alvin Robinson (print name)
the President (title) and duly authorized representative
of the MBE (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ 49,875 which represents the above indicated total percentage 25 % for the contract amount \$ 199,500

[Signature]
(Signature of affiant)

3, 28, 11
(Date)

Subscribed and sworn to before me this 28th day of March, 20 11

[Signature]
(Notary's Signature)

(Notary Seal)



COOK COUNTY LETTER OF INTENT
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Brokerage Services / 10-50-1080Q

From: Risk & Insurance Management Services, Inc.
(MBE/WBE Firm)

To: Mesirow Insurance Services, Inc. and the County of Cook
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.

<u>Description of Service/Supply/Project</u>	<u>Fee/Cost</u>	
1. Analyze loss exposures (including review of loss runs, current	\$ 19,950	10 %
2. policies and loss recommendations)	\$ _____	%
3. _____	\$ _____	%
4. _____	\$ _____	%
Total:		\$ 19,950 10 %

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

Upon Penalty of perjury, I Elizabeth Rodriguez-Spreck (print name)
the President (title) and duly authorized representative
of the WBE (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ 19,950 which represents the above indicated total percentage 10 % for the contract amount \$ 199,500

Elizabeth Rodriguez-Spreck (Signature of affiant) 3, 29, 11 (Date)

Subscribed and sworn to before me this 29 day of March, 20 11

Mary Burza
(Notary's Signature)

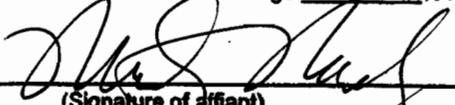
(Notary Seal)



**COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY**

Upon penalty of perjury, Michael Mackey (print name),
the Senior Managing Director (title) and duly authorized
representative of Mesirow Insurance Services, Inc. (Bidder Proposer firm),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$ 69,825, which represents the
above indicated total percentage 35 % for the contract amount \$ 199,500


(Signature of affiant)

03 / 25 / 11
(Date)

Subscribed and sworn to before me this 25 day of March, 20 11


(Notary's Signature)

(Notary Seal)



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

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) 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 doing 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) Use 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.

**CERTIFICATIONS
(SECTION 4)**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

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

**REQUIRED DISCLOSURES
(SECTION 5)**

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	

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

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

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

b) If yes, list business address(es) within Cook County:

353 N. Clark Street, Chicago, IL 60654

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

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

 X Applicant has no "Substantial Owner."

OR

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Mesirow Insurance Services, Inc. D/B/A: _____ EIN NO.: 36-3429604

Street Address: 353 N. Clark Street

City: Chicago State: IL Zip Code: 60654

Phone No.: 312.595.6000

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 individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
------	---------	---

None

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

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

N/A

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
Mesirow Financial Services, Inc.	353 North Clark, Chicago, IL 60654	100%	Parent Company

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.

Michael Mackey

Senior Managing Director

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

Title

Signature

03/25/2011

Date

mmackey@mesirowfinancial.com

312.595.7900

Phone Number

Subscribed to and sworn before me
this 25 day of March, 2011

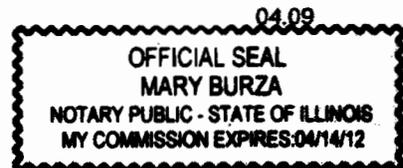
My commission expires:

X

Notary Public Signature

Notary Seal

EDS - 13



**SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)**

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ **FAX NUMBER:** _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

**SIGNATURE BY A CORPORATION
(SECTION 8)**

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

BUSINESS NAME: Mesirow Insurance Services, Inc.

BUSINESS ADDRESS: 353 N. Clark Street, Chicago, IL 60654

BUSINESS TELEPHONE: 312.595.7900 **FAX NUMBER:** 312.595.7163

CONTACT PERSON: Michael Mackey, Senior Managing Director

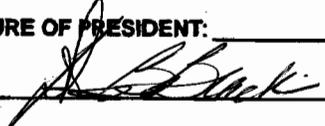
FEIN: 36-3429604 ***IL CORPORATE FILE NUMBER:** 5418-725-4

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Richard Price **VICE PRESIDENT:** N/A

SECRETARY: Dennis Black **TREASURER:** Kristie Paskvan

****SIGNATURE OF PRESIDENT:** 

ATTEST:  **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this
29 day of March, 2011.

X 
Notary Public Signature

My commission expires:

Notary Seal



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

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

**SIGNATURE BY A CORPORATION
(SECTION 8)**

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

BUSINESS NAME: Mesirow Insurance Services, Inc.

BUSINESS ADDRESS: 353 N. Clark Street, Chicago, IL 60654

BUSINESS TELEPHONE: 312.595.7900 FAX NUMBER: 312.595.7163

CONTACT PERSON: Michael Mackey, Senior Managing Director

FEIN: 36-3429604 *IL CORPORATE FILE NUMBER: 5418-725-4

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Richard Price VICE PRESIDENT: N/A

SECRETARY: Dennis Black TREASURER: Kristie Paskvan

**SIGNATURE OF PRESIDENT: 

ATTEST:  (CORPORATE SECRETARY)

Subscribed and sworn to before me this
29 day of March, 20 11

My commission expires:



X 
Notary Public Signature

Notary Seal

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(SECTION 8)**

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BUSINESS ADDRESS: 353 N. Clark Street, Chicago, IL 60654

BUSINESS TELEPHONE: 312.595.7900 FAX NUMBER: 312.595.7163

CONTACT PERSON: Michael Mackey, Senior Managing Director

FEIN: 36-3429604 *IL CORPORATE FILE NUMBER: 5418-725-4

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Richard Price VICE PRESIDENT: N/A

SECRETARY: Dennis Black TREASURER: Kristie Paskvan

**SIGNATURE OF PRESIDENT: 

ATTEST:  (CORPORATE SECRETARY)

Subscribed and sworn to before me this
29 day of March, 20 11

X 
Notary Public Signature

My commission expires:

Notary Seal



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

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Joni Preezumbe
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Jesus Cor
COOK COUNTY PURCHASING AGENT

Christine M. Kratz
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 1st DAY OF March, 2011.

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

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

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 5,500,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APPROVED AS TO FORM:
Julia D. [Signature]
ASSISTANT STATES ATTORNEY

MAR 01 2011

COM _____