

CONTRACT FOR SERVICE

DEFERRED COMPENSATION PLAN

THIRD PARTY ADMINISTRATIVE SERVICES AGREEMENT

FOR THE

COUNTY OF COOK

&

COOK COUNTY FOREST PRESERVE DISTRICT

WITH:

NATIONWIDE RETIREMENT SOLUTIONS, INC.

BOARD OF COMMISSIONERS

COUNTY OF COOK

TONI PRECKWINKLE, PRESIDENT

EFFECTIVE: JULY 1, 2012

**COUNTY OF COOK AND COOK COUNTY FOREST PRESERVE
DISTRICT DEFERRED COMPENSATION PLAN**

ADMINISTRATIVE SERVICES AGREEMENT

This Deferred Compensation Administrative Services Agreement (hereinafter "Agreement") is effective July 1, 2012, by and between Nationwide Retirement Solutions, Inc., a subsidiary and affiliate of Nationwide Financial Services, Inc. (hereinafter "Nationwide"), and the County of Cook and Cook County Forest Preserve (collectively "Employer") acting through and by its Deferred Compensation Committee (the "Committee") pursuant to authorization by the Cook County and Cook County Forest Preserve District Board of Commissioners on June 19, 2012, as evidenced by the Board authorization letter attached hereto as Exhibit A;

WHEREAS, the Employer, in accordance with 40 ILCS 5/24-101, has in place a deferred compensation plan ("Plan") which allows employees to voluntarily set aside and invest portions of their current income to meet their future financial requirements and supplement their retirement income; and

WHEREAS, the Committee having sought Request For Proposals ("RFP") for full administration of deferred compensation services, investment management, recordkeeping/administration, communication/education and custodial/trustee services (hereinafter collectively referred to as "Plan Services"); and

WHEREAS, Nationwide represented in its response to the RFP (the "Proposal") that it has such expertise and experience and that it is ready, willing and able to provide the Plan Services contemplated hereunder; and

WHEREAS, after thorough review of the responses to the RFP, the Employer accepts Nationwide's Proposal and awards to Nationwide the contract to perform the Plan Services:

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and the promises contained hereinafter, the parties agree as follows:

I. RECITALS

- A. This Agreement incorporates by reference the above recitals and the RFP and Proposal, including any amendments, best and final offers, and pre-proposal Questions and Answers. In the event of conflict, any specific terms set forth herein shall be controlling.
- B. Employer has determined that it is an "eligible employer" as that term is defined in Section 457(e)(1)(A) of the Internal Revenue Code ("IRC").

- C. Nationwide represents and warrants that it is qualified to fulfill the responsibility for all Plan Services set forth herein.
- D. The Employer hereby appoints Nationwide to act as the exclusive provider of Plan Services to the Plan for the term set forth herein.
- E. Nationwide shall provide the Plan Services set forth in this Agreement; provided in the event that Nationwide is precluded from performing such services in the normal course of business, in whole or in part, due to Acts of God, fire, flood, sabotage, accidents resulting from aircraft, trains or other vehicles or other accidents beyond the reasonable control of Nationwide, Nationwide shall not be responsible for performing all or that portion of the services precluded by the foregoing events for such period of time as Nationwide is precluded from performing such services in the normal course of business. Nationwide shall not be liable for lost profits, losses, damage or injury, including without limitation, special or consequential damages, resulting in whole or part from the foregoing events. "Acts of God" is defined as happenings or occurrences due exclusively to natural causes and inevitable accident or disaster, exclusive from all human intervention.

II. AGREEMENT TERM

Nationwide shall act as the exclusive provider of Plan Services to the Plan under this Agreement for a term of five (5) years commencing July 1, 2012 and ending June 30, 2017. The Employer shall have the option to renew this Agreement for up to two successive additional one-year periods on the same terms and conditions. Any renewal shall be effective only upon the approval and authorization of Employer. In the event the Employer intends to renew this Agreement, it shall notify Nationwide of such intent no later than sixty (60) days prior the expiration of the term of this Agreement.

III. TIMELINESS OF PERFORMANCE

Nationwide must provide the Services and Deliverables within the term and within the time limits required under this Agreement. Further, Nationwide acknowledges that TIME IS OF THE ESSENCE and that the failure of Nationwide to comply with the time limits described in Section II may result in economic or other losses to the Employer.

Neither Nationwide nor Nationwide's agents, employees or Subcontractors are entitled to any damages from the Employer, nor is any party entitled to be reimbursed by the Employer, for damages, charges or other losses or expenses incurred by Nationwide by reason of delays or hindrances in the performance of the Services, whether or not caused by the Employer.

IV. RESPONSIBILITIES OF NATIONWIDE

A. Plan Administration

1. Nationwide shall perform all Plan Services in conformity with any and all professional standards applicable to such services and in strict compliance with all applicable laws, codes and industry standards. Nationwide shall use its best efforts to assure timely and satisfactory performance of its services hereunder for the compensation set forth herein. Nationwide will serve Employer and the Plan as a nondiscretionary provider of bundled administrative and record keeping services and will not be exercising any discretionary control or authority over the Plan or Plan assets. Nationwide holds itself out as possessing greater knowledge and skill than the average person with respect to Plan Services and shall perform all Plan Services for the Employer as professionals in defined contribution/deferred compensation administration and recordkeeping. As a nondiscretionary provider, Nationwide is not a plan fiduciary, but will adhere to the prudent man standard of care and will follow industry standards and exercise proper due diligence in performing Plan Services. Nationwide agrees to provide the Employer with overall pricing, credit allowances and rates that are equal to or more favorable than that provided to its existing clients of similar size, asset levels and service levels over the term of this Agreement.
2. Nationwide shall be responsible for all Plan Services performed by its subcontractors, agents and employees. In performing Plan Services, Nationwide shall not directly contact Employer but shall direct all of its communications through, and provide all requisite reports to, the Committee, as Employer's agent.
3. Provide a Deferred Compensation Plan Participation Agreement or enrollment access through the Plan's website and other necessary agreements for execution by the participating employees which will be maintained in compliance with the provisions of the IRC.
4. Provide such technical assistance as is reasonably necessary to implement and maintain the Plan and Plan Services.
5. Provide an administrative support system to facilitate employee deferrals, reconciliations, disbursements to the investment media, maintenance of the individual and Employer account records, provide periodic statements and coordinate employee distributions, and assure proper tax reporting systems.

6. Provide such accounting and internal control systems as are necessary to provide the Committee with those reports specified in this Agreement to meet the Employer's individual financial reporting requirements. Such accounting and internal control systems shall conform to GAAP.

7. Nationwide shall ensure that the Plan Services it provides are in compliance with all federal and state statutes and regulations applicable to IRC Section 457 governmental eligible deferred compensation plans.

B. Local Office and Staffing

Nationwide will maintain an office within the County staffed by retirement specialists and administrative personnel to handle participant inquiries and transactions. The office shall be open Monday-Friday from 8:30 a.m. – 5:00 p.m. Central Time, except Employer and Nationwide holidays.

C. Participant Educational Services/Communications

1. Prepare a mutually agreeable Annual Plan of Action which identifies sales/marketing and educational literature, communication materials, video presentations, marketing campaigns, annual expos, lunch and learns, and other written and visual aids which Nationwide deems necessary to communicate the Plan to Employer's employees. This Annual Plan of Action shall additionally address the educational components with respect to retirement distributions and options available to retirees.
2. Prepare educational and promotional materials pursuant to the Annual Plan of Action for distribution to employees. Nationwide shall utilize laptop computers to illustrate deferral impact, assets allocation, etc. to employees. All materials, prior to use, are subject to: 1) the Committee's review and approval, not to be unreasonably withheld; and 2) regulatory approval, if required. Use of the Employer's name, logo, label or other identifying reference must also receive prior approval of the Committee, not to be unreasonably withheld.
3. Offer and provide retirement consulting as defined by account projections, tax worksheets and retirement illustrations, when requested by participants eligible to retire within five years.
4. Nationwide shall use its best efforts to increase participation in the Plan each year pursuant to its Annual Plan of Action. Committee shall take into consideration any hiring freezes, early retirement incentive programs, and any other factors or actions by Employer.

D. Participant Enrollment/ Administrative Assistance Services

1. Provide representatives to contact all eligible employees to explain the benefits of and encourage participation in the Plan. The representatives shall conduct group presentations and individual counseling sessions for employees to notify eligible employees of the opportunities available under the Plan and offer enrollment into the Plan to all such employees. Nationwide shall use its best efforts to contact all newly hired eligible employees within thirty (30) days of the date the Employer notifies Nationwide of the employees' hiring.

Nationwide will conduct 5,000 individual consultations and provide a minimum of 150 group workshops annually. Nationwide will provide Nine (9) Retirement Specialists and a senior Account Manager to the Plan at all times. All representatives shall be properly licensed with all required insurance and regulatory agencies. Nationwide representatives shall perform group and individual counseling services in all Employer facility/agency locations and at all Employer designated work shift schedules (including non-regular business hours). A minimum of two (2) site visits per year for each location at each work shift is required to ensure that all Participants are informed of Plan benefits and services.

In the event the Committee is dissatisfied with any of Nationwide's representatives, the Committee shall immediately notify Nationwide. Nationwide will investigate the Committee's complaint, take the appropriate action, as determined by Nationwide, to adequately address the Committee's concerns, and notify the Committee.

2. Assist in the completion of enrollment applications for employees who elect to participate in the Plan. Nationwide shall provide and utilize: 1) uniform standardized enrollment and change/transfer forms; 2) change/transfer confirmation letters; 3) Voice Response System (VRS) change/transfer confirmation letters; and/or 4) other enrollment and/or transfer technology when available, subject to prior notice to the Committee.
3. Open and maintain a participant account ("Account") for each employee who is currently participating or elects to participate in the Plan.
4. Establish a program for frequent contact with participants in order to answer questions and provide additional information and other services reasonably required in connection with the Plan. Nationwide shall use good faith efforts to contact all existing participants on an annual basis.
5. Provide customer service including: assisting participants in calculating deferral limitations under applicable law; explaining provisions under any of the various investment options available under the Plan; reconciling any account discrepancies and provide information to explain the procedures

of the Plan. At enrollment and any deferral change counseling session with a representative, Nationwide shall be responsible for the accuracy of the deferral limit calculations it conducts on behalf of participants in accordance with the IRC, to the extent that all necessary information furnished to Nationwide was correct. Nationwide shall be responsible for payment of any penalties and interest assessed by the Internal Revenue Service or any state taxing authority against the Employer or the participant which result because of its miscalculations.

6. Handle all participant inquiries regarding Accounts and the investment options relating to such Accounts and shall coordinate transfers among investment options and coordinate payments from the investment options. All requests for transfer of existing Plan assets shall be confirmed by Nationwide in writing to the participant within two (2) business days after the request is processed.
7. Provide, at no additional cost, participant exchanges and Account balance information and other services as may be provided by Nationwide. Participants shall have toll-free access to a VRS System which will provide the following information to the participant from a touch tone telephone and which shall have Spanish speaking and hearing impaired (TDD) capabilities:
 - i. current Account balance, in total and by individual investment option;
 - ii. inquiry on current deferral election (allocation of contributions);
 - iii. change allocation of future deferrals;
 - iv. transfer between investment options;
 - v. change PIN (Personal Identification Number);
 - vi. access (based on the previous day's market closing) account values and balances by money type or investment option;
 - vii. access fund performance;
 - viii. access fixed interest rates;
 - ix. check share prices;
 - x. review and change future contribution allocations by investment option;
 - xi. reallocate existing account balances;
 - xii. order prospectuses for mutual funds available to the program;
 - xiii. provide Spanish speaking participants with access to the same functionality as the English version, either through the VRS or a live Spanish speaking client services representative; and
 - xiv. other options as made available.

The VRS system shall be made available 24 hours per day, seven days a week, except at times necessary for routine system maintenance. Inquiry services available from VRS shall utilize most current available unit/share values and account balances as of the previous business day. Allocation changes will be effective the date after they are made. Participants using the VRS shall receive a confirmation message followed by a written confirmation for all exchanges and allocation changes which shall be mailed directly to the participant within two (2) business days. An error committed by Nationwide through the VRS or in regular processing shall be corrected and processed as of the effective date of the original transaction. Written confirmation of the correction shall be made to the participant within two (2) business days after correction of the error.

8. In addition to the ability to access Account information through VRS outlined above, Nationwide shall make client service representatives (CSR) available to answer participant questions between the hours of 7:00 A.M. and 10:00 P.M. Central Standard Time, Monday through Friday. Participants initiating transactions via client services representatives shall receive written confirmation for all exchanges and allocation changes which shall be mailed to the participant within two (2) business days.

CSRs will be available to assist Participants most aspects of their account, including but not limited to:

- All account information
- Account maintenance
- Assistance with enrollment paperwork
- Distribution calculations
- Asset allocation
- Deferral amount changes and exchanges
- Death claims
- Beneficiary changes
- Distributions
- Assistance with unforeseeable emergency withdrawals
- Provide forms and packets to participants
- Information on fund choices

Participants will be able to enroll in the Plan by contacting Nationwide's Customer Service Center who will connect them with a Direct Access department. Located in Nationwide's national headquarters in Ohio, this specialized unit serves as a back up to the local Retirement Specialists in the Chicago Office. The Direct Access department is available via toll-free telephone lines to help Participants enroll, and address retirement planning questions and concerns.

Employees wishing to enroll in the Plan will be sent an enrollment kit including the necessary forms to complete the enrollment process. Once the employee receives the forms, they may contact Direct Access or the local Chicago Nationwide office for assistance completing the forms. Employees may also enroll in the program with a Retirement Specialist at their work location or in the local office. Online enrollment is also available at the Employer's Plan website CookCountyDC.com.

9. During the term of this Agreement, Nationwide shall provide and maintain an Internet site for the Plan ("Plan Internet Site") and shall be solely responsible for hosting and managing the Plan's Internet Site at its own expense. The Plan Internet Site shall enable participants to obtain current personal account information as well as general information concerning the Plan. Information available through the Plan Internet Site shall include the participant's account balance for each investment used and the participant's current deferral amount and allocation. The Plan Internet Site shall also allow participants to transfer assets between investment options, to change investment allocations, and to change their deferral amount. Nationwide shall provide a Spanish Education website which shall be linked to the Plan's Internet Site. The Plan's Internet Site shall be available twenty-four (24) hours per day, seven (7) days per week, except for scheduled maintenance. Participants shall be able to email account specific questions via the Plan Internet Site. The standard response time to emails shall be within 24 hours of receipt, with issue resolution within one business day and no later than five business days. Statement information can be downloaded and used with financial software, such as Quicken or Microsoft Money.

The Plan's Internet Site shall enable participants to access the following tools, or tools similar to these, at no additional cost:

- *On Your Side* Interactive Retirement Planner – Interactive tool that helps participants understand how much they need to save to reach retirement goals.
- Morningstar Retirement Manager – Personalized online investment education with guidance and advice tools that provide an analysis of a participant's overall financial status.
- Future Value Calculator – Shows how participants' retirement investments could grow and demonstrates the importance of investing tax-deferred dollars.
- Paycheck Impact Calculator – Helps participants see how reducing their paycheck will increase their contribution to their deferred compensation account with the plan.

- College Savings Calculator – Participants can use this tool to obtain an idea of how much income to set aside for future tuition costs.
- Payout Calculator – This tool is designed to simulate various payout options, based upon age, rate of return and withdrawal amount.
- Asset allocation tools through Ibbotson.

The availability of the tools listed above are subject to the needs of the participants and plan sponsors of the retirement plans that Nationwide administers. The Employer shall not acquire any ownership or intellectual property rights in the form or content of information on the Plan's Internet Site including, without limitation, all software, hardware, source code, computer or communication programs, modifications, upgrades, updates, services, content, and all intellectual property rights in connection therewith, except content specifically developed for, or provided by, the Employer. All participant information displayed on the Plan's Internet Site shall be subject to Nationwide's Privacy Policy.

10. Nationwide, through an affiliate, Nationwide Securities, LLC, shall provide participants at no additional cost with access to the Participant Solutions Center ("PSC") pursuant to the Committee's authorization of those services. The PSC allows participants to contact Financial Services Representatives who are available via toll-free telephone lines. Financial Services Representatives will be available to answer questions between 8 a.m. and 5 p.m. Central Time, Monday through Thursday and 8 a.m. – 4 p.m. Central Time on Friday. The financial planning service that the Financial Services Representatives offer is designed to help participants understand their financial needs outside the plan more comprehensively than the Retirement Specialists. The PSC Financial Services Representatives will not receive sales commissions for transactions involving the sale of products or services to participants through the PSC. Compensation paid to PSC Financial Services Representatives may include a salary and incentive opportunity based upon productivity.

11. Assist participants in completing all necessary documentation in order to make an Unforeseeable Emergency Withdrawal Request, review the Unforeseeable Emergency Withdrawal Request made by a participant and advise the participant whether such a request meets the requirements of the IRC and the Plan or advise the participant whether such request is denied. Upon the Committee's request, the Committee may review any denied Unforeseeable Emergency Withdrawal application. If after reviewing such application the Committee feels the circumstances do meet the necessary requirements for an Unforeseeable Emergency Withdrawal, the Committee will direct Nationwide in writing to process the participant's

request. Nationwide will issue a check in the amount approved within two (2) business days of approval.

E. Recordkeeping and Reporting

1. Plan Level Recordkeeping

a. Account balances held with respect to the assets administered by Nationwide for the Plan will be accounted for as follows:

(i) amounts which are not guaranteed as to principal or interest will be valued at their net asset value as of the close of each business day, and/or in accordance with any applicable contract with a mutual fund company or in accordance with the fund prospectus;

(ii) plan assets which provide for a guaranteed interest rate and/or a guarantee of principal shall be valued at accumulated value which represents deposits (including transfers in) plus accrued interest less withdrawals and charges. Interest shall be accounted for and credited on a daily basis in accordance with the contract between the Employer and its fixed investment providers.

b. Compute and deduct from any disbursements made by Nationwide under the Plan all appropriate federal and state income taxes required by law to be withheld from Plan distributions and also furnish to all participants receiving payments or benefits from the Plan appropriate federal tax reporting forms.

c. Provide federal deferral limit monitoring services to Employer/Committee subject to the following:

(i) Nationwide shall reject participant election forms when such participant deferral election exceeds deferral limits;

(ii) Nationwide shall not be responsible for monitoring deferrals or contributions to other section 457(b), 403(b), 401(a), 414(h) plans or other plans referenced by the IRC in which a participant may participate;

(iii) Nationwide will not be responsible for monitoring interplan coordination should the Employer have more than one (1) section 457 plan.

- d. Limit deferrals to a life insurance option offered under the Plan to no more than 25% of a Plan participant's total annual contributions to the Plan. Only upon written approval from the Committee may a participant allocate an amount greater than 25% of the total annual deferrals of the participant to a life insurance option.

2. Payroll Deferral Contributions/ Withdrawals

- a. Contribution deposits (including new deferrals and transfer requests) shall be priced on the same Business Day of receipt of the order to process such deposit if the application of a participant and all information necessary for processing the deferral detail is completed upon receipt by Nationwide, and received by Nationwide in Good Order not later than 3:00 P.M. Central Time. "Good Order" is defined as the reconciliation of deferral data and funds remitted by Employer. "Business Day" is defined as any day that the New York Stock Exchange is open for trading. Nationwide shall confirm contributions to the Plan within 24 hours of processing same.

Where contributions are not properly applied by Nationwide, and provided that Nationwide has received in Good Order complete instructions including all necessary information for such application of contribution, Nationwide shall correct any errors in application to the extent necessary to make the effected Account whole, so that the value of such Account is not less than it would have been had the contributions been correctly applied by Nationwide at the proper time.

Contributions to and withdrawals from the Plan may be subject to the restrictions of the Plan's investment options.

- b. Establish a system of prompt refunds which shall include refunds of amounts withheld and/or reported due to erroneous deductions, administrative errors, or as otherwise agreed upon between the Committee and Nationwide. Such system shall provide for payment of such refunds within ten (10) days following the date on which the reason for such refund is brought to the attention of Nationwide.
- c. Make benefit payments as permitted by the Plan as requested by the Employer within fifteen (15) days of receipt of a fully completed and accurate withdrawal application, provided that the participant or the beneficiary has elected to waive the thirty (30) day waiting period required under IRC section 402(f) and Treasury Regulation 1.402(f)-1. Upon mutual agreement, withdrawals requested on a

rush basis by the Committee shall be issued by Nationwide within five (5) days of Nationwide's receipt of a completed and accurate withdrawal application. Benefit payments shall be made: 1) in the form of a check made payable to the appropriate participant or beneficiary and deposited in the US mail addressed to such participant or beneficiary; 2) by an automatic clearing house (ACH) when requested to do so by the participant or beneficiary; or 3) other such methods as available and acceptable to Nationwide. Benefit payments include: death; retirement; termination of service; and unforeseeable emergency withdrawals.

As requested by any participant or beneficiary whose Account is held under any investment contract approved by the Committee, a Nationwide representative shall provide information about the various payout options available under such investment contract and shall provide a benefit payment illustration and shall help to complete the necessary applications and other forms in order to receive payment.

3. Participant Level Recordkeeping

- a. Establish and maintain individual participant Account records and calculate daily valuations of participant Accounts. Such records shall contain the participant's name, social security number, the allocation of participant deferrals to the products available under the Plan, the participant's address, the participant's birth date, the participant's beneficiary designation, and any other data necessary for administration of the participant's Account.
- b. Provide calendar year quarterly individual Account reports to each participant reflecting the Account balances as of each March 31, June 30, September 30, and December 31 ("Statement of Account.") The Statement of Account shall indicate the deferred amounts received and processed by Nationwide for each such participant, the Account value of each investment by such participant, the total Account value (including earnings or losses with respect thereto) of each such participant's Account at the end of the period. An individual Statement of Account shall be mailed to each participant in a sealed envelope as promptly as possible but not later than thirty (30) days following the end of each calendar year quarterly period, unless delayed by the request of the Committee for error reconciliation or to insert Plan related statement messages and memoranda or by late receipt of outside carrier information.

The number of Statements of Account delayed for error reconciliation shall not in any one quarter exceed 0.5% of Statements required to be provided by Nationwide. Nationwide also agrees to provide additional participant Statements or duplicate participant Statements as may be reasonably requested from time to time by participants.

Nationwide agrees to allow the Committee to insert general plan related messages and memoranda on the quarterly Statements of Account as allowed by the design capabilities of Nationwide's computer system. Nothing in this paragraph shall require Nationwide to produce any message or memorandum which it believes to be in conflict with regulations, legislation or this Agreement.

- c. Maintain a current record of the funds invested on behalf of each participant from the inception of this Agreement as follows:
 - i. current investment allocation for each Account;
 - ii. current Account balances held on behalf of each participant in each investment fund authorized by the Committee; and
 - iii. an Account of each transaction made to each investment fund authorized by the Committee.

- d. Benefit payment and tax reporting will be provided and made available to the Employer/ Committee and the participants by Nationwide for each participant Account from the inception of this Agreement as follows:
 - i. a record will be maintained by Nationwide of any distribution from the Plan made with respect to the participant and the reason for the distribution; and
 - ii. appropriate federal and state income tax withholding and reporting will be performed by Nationwide for each benefit payment from the Plan with respect to the participant. Nationwide shall be solely responsible for any penalties that may arise due to Nationwide's failure to remit participant's tax withholding in a timely manner to the appropriate governmental authorities.

4. Committee Reporting

Unless otherwise specified, within 30 days following the end of each quarterly reporting period (March 31, June 30, September 30 and December 31), Nationwide shall provide the following reports to the Committee:

- a. Participant Statement – This report summarizes participant financial activities for the current period and from inception-to-date. Participants are provided this comprehensive quarterly report of their account within 30 days calendar days of the end of the report period.
- b. Employer Statement of Account – This report is produced in conjunction with participant statements and provides a summary of all participant activity that transpired during the reporting period.
- c. Gauging Success Report – This report encompasses deferrals, participation, assets, average account balances, and asset allocation for the Plan as a whole and may be customized to provide additional information as mutually agreed upon.
- d. Marketing/ Educational Efforts Report which reflects the efforts and information about Plan participation levels. This Report shall also address the following details, subject to the availability and interface capability between the Employer’s data system and employee database and Nationwide’s recordkeeping system, in cooperation with the Committee:

Semi-annual Educational Service Report

- number of groups counseling sessions conducted
- identify groups/agency
- number signed up/ number attended
- number of individual sessions held

Semi-annual Demographic Summary Report

- by grade
 - by salary level
 - by department/ agency
 - by age
- by options chosen/ carriers selected e. Subject to mutual agreement and within a reasonable timeframe, other information and reports

as deemed necessary by the Committee to enable it to carry out its responsibilities under the Plan;

- f. Notice of change in credit rating of any fixed income product provider to the Plan. Such information shall be provided within thirty (30) days that Nationwide receives notice of any such change;
- g. Nationwide shall provide an annual Satisfaction Survey Report which reflects the results and findings of the Satisfaction Survey of participants to determine their level of satisfaction with the services and products offered under the Plan. The Committee shall have the opportunity to submit questions that will be included in Nationwide's Satisfaction Survey of participants.

On a monthly basis, Nationwide will survey a random sample of participants who participate in plans administered by Nationwide who have contacted Nationwide's national headquarters call center during the previous 30 days. Surveys will be mailed to participants, along with a pre-paid business reply envelope for return. Once returned, survey results will be entered into the Customer Satisfaction Database.

F. Custodial and Trust Account(s)

Nationwide, through its affiliate Nationwide Trust Company, FSB a division of Nationwide Bank shall provide as required by law the necessary custodial/trust account(s) to hold Plan assets, which are administered by Nationwide for the exclusive benefit of Plan participants and their beneficiaries and which may not be diverted to any other use. The Employer herein appoints Nationwide as agent of the Employer for purposes of providing direction to the custodian/trustee of said account from time to time as to the investment of funds held in said account, the transfer of assets to and from said account, and all other matters relating to such custodial/trust account, or the assets held therein.

G. Variable Investment Options

The Committee has ultimate discretion for the selection of the Plan's investment options per investment policy guidelines. Changes to the investment options will be implemented subject to the availability of the investment options through Nationwide and pursuant to mutually agreed upon time periods.

H. Blended Fixed Option

The fixed interest rate products offered under the Plan shall be referred to collectively as the “Blended Fixed Option.” The Committee agrees that the Nationwide Fixed Annuity Contract shall remain as an investment option under the Plan during the term of this Agreement. Nationwide, with the concurrence of the Committee, is hereby authorized to administratively blend the interest rates provided by the Plan’s fixed interest rate product providers as set forth herein or as otherwise designated by written instruction from the Committee. Nationwide shall enter into agreements with each such investment provider detailing the administrative requirements of each. Additionally:

1. On each business day, Nationwide will aggregate all Participant transactions on the Blended Fixed Option to arrive at one net purchase or net redemption amount for that day.
2. The Committee shall have the ultimate discretion to determine the percentage of ongoing daily net purchases of the Blended Fixed Option to each of the fixed interest rate product providers. The initial percentage of ongoing daily net purchases for the Blended Fixed Option is set forth as follows:

0% Hartford Life Insurance Company Fixed Account

50% Nationwide Life Insurance Company Fixed Annuity Contract

50% Nationwide Life Insurance Company Guaranteed Separate Account product managed by Holland Capital Management.

The Committee may, from time to time, change the ongoing daily net purchases of the Blended Fixed Option upon written direction from the Committee to Nationwide. Changes to the percentage of ongoing daily net purchases shall be effective in the calendar year quarter immediately following the Committee’s written notice to Nationwide provided such direction is given at least thirty (30) days prior to the end of such calendar year quarter.

3. Nationwide shall allocate, in whole percentages only, on a prospective basis, the ongoing daily net redemptions from the Blended Fixed Option to each of the fixed interest rate product providers on a pro-rata basis. The pro-rata net redemption allocation percentages will be based on each fixed interest rate product provider’s share of the Blended Fixed Option assets, and will be reset quarterly to account for changes in the asset distribution.
4. Nationwide shall credit to Participant accounts invested in the fixed interest rate products composing the Blended Fixed Option on a daily basis a blended interest rate based upon the weighted average of the

interest rates attributable to each fixed interest rate product provider, as determined in accordance with the fixed interest rate product provider contract, using the projected assets under each such fixed interest rate product contract, as determined quarterly.

I. Participant Investment Advisory Services

Nationwide, through its affiliate Nationwide Investment Advisors (“NIA”) shall make NIA’s ProAccount managed account service available to participants pursuant to the separate agreement between the Committee and NIA related to that service. Nationwide also shall provide Participants with investment advisory services through Morningstar[®] Retirement ManagerSM at no additional cost.

J. Self-Directed Brokerage Services

Nationwide shall enter into an agreement on behalf of the Plan retaining a third-party vendor to provide self-directed brokerage account (“SDBA”) services as mutually agreed to in writing by Nationwide and the Committee. Participants electing the SDBA option shall be required to execute a separate application and memorandum of understanding for the SDBA option, and the terms of each SDBA established by a participant will be governed by the terms of the third-party vendor’s SDBA agreement and the terms of the Plan. Nationwide is authorized to initiate transfers to and from each SDBA per the instructions of the Participant and as may be necessary to make distributions to the Participant, to collect Plan fees, and as otherwise necessary to effectuate the proper administration of the Participant’s account in conformance with the terms of the Plan. The Plan fees regarding the SDBA option are set forth in Exhibit B and are in addition to any fees or charges assessed or collected by the third-party SDBA vendor.

Nationwide shall be responsible for the administration of the SDBA according to the rules set forth by the Committee.

K. Loan Feature

If the Committee chooses to add a participant directed loan feature to the Plan, participant loans will be made pursuant to mutually agreed upon administrative loan procedures and fees. The fees for such participant directed loan feature are set forth in Exhibit B.

L. Roth Program

If the Committee chooses to add a Roth Program to the Plan, the Roth Program will be administered as a separate source pursuant to mutually agreed upon procedures. Implementation of such Roth Program will be subject to mutually agreed upon time periods.

M. Audit

1. Upon receiving written authorization from the Committee, Nationwide will make available Nationwide administered financial records, individual Account balance records and other Plan records for audit purposes to the auditor, appointed and compensated by the Committee in its sole discretion, on a timely basis, including without limitation, the following:
 - a. Unaudited Quarterly Reports of the Plan as administered by Nationwide. The Unaudited Quarterly Report shall be submitted by Nationwide to the Committee no later than twenty (20) days after the end of each quarter.
 - b. Reconciled Annual Committee Summary Report of the Plan as administered by Nationwide, prepared according to generally accepted accounting principals, suitable for audit conducted in accordance with generally accepted auditing standards. The Reconciled Annual Committee Summary Report, conforming to the standards set forth above, shall be delivered no later than sixty (60) days after the end of the year. It is the intent that the Reconciled Annual Committee Summary Report required hereunder shall be presented to the Committee, and prior to any audit, fully reconciled with the sum total of participant transactions hereunder for the relevant period, as reflected on the records of Nationwide for such individual participant Accounts, including any adjustments for timing differentials on contributions, investments or disbursements. The Reconciled Annual Committee Summary Report for the Nationwide administered Plan on a whole shall show:
 - i. reconciled contributions for Plan options, subdivided by each investment option, all as reported by the Employer payroll centers for the contributions;

- ii. gross earnings or losses and beginning and ending balances for each investment option as reported by the investment providers;
 - iii. amounts withdrawn from administration, either for payment to participants or their beneficiaries or for purchase of annuities;
 - iv. report showing total value of all the Plan assets of the Plan at the beginning and end of the quarter; and
 - v. a reconciliation of all Plan receipts, disbursements and individual participant contributions and allocations of the Plan as a whole.
- c. Report, in addition to the Audit Report, documenting the amounts remitted to Nationwide as its gross compensation (from all sources) from which amounts remitted to the Committee for expenses, such as auditor's fees and consulting fees are paid.

Nationwide shall not be responsible for performing any of the services of an audit.

2. Nationwide's records in regard to the operation of the Plan and the compensation derived and expenses incurred by Nationwide for services performed under this Agreement will be made available for inspection by the Committee's appointed auditor at the business location where such records are kept during normal business hours. Nationwide staff members will also be available to answer questions from auditors during normal business hours provided an appointment is established at least three (3) business days before they are required. All such records will be available for inspection for a period of four years from the date of their creation or until all audits are complete, whichever is later.
3. Nationwide shall furnish the Committee with an annual audit report of the financial statements of its parent Nationwide Financial Services, Inc., certified by an independent Certified Public Accountant within a reasonable time after the close of Nationwide's fiscal year.
4. Nationwide will require as a term and condition of any new contract with any terminal funding provider under the Plan, including providers of annuities in payout phase, that the provider furnish to Nationwide and Employer on an annual basis present value computations for each Plan participant for which the provider is maintaining a payout option.

5. Nationwide shall to the extent permitted by law take reasonable steps necessary to implement recommendations made by the Committee's Auditor regarding suggested changes to Nationwide's administrative procedures as they apply to the Plan.

N. Subcontract Subcontracting or Assignment of Agreement or Agreement Funds

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

Prior to the commencement of the Agreement, Nationwide shall identify in writing to the Committee the names of any and all subcontractors it intends to use in the performance of the Agreement. The Committee shall have the right to disapprove any subcontractor. Identification of subcontractors to the Committee shall be in addition to any communications with County offices other than the Committee. All subcontractors shall be subject to the terms of this Agreement. Nationwide shall incorporate into all subcontracts all of the provisions of the Agreement which affect such subcontract. Copies of subcontracts shall be provided to the Committee upon request.

Nationwide must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, Nationwide and any other person or entity whom Nationwide has retained or expects to retain in connection with this Agreement, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. Nationwide is not required to disclose employees who are paid or estimated to be paid. Nationwide is not required to disclose employees who are paid solely through Nationwide's regular payroll. Nationwide will provide, upon request, information for temporary employees and/or the managing temporary agencies hired by Nationwide as part of Nationwide's workforce. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any

legislative or administrative action. If Nationwide is uncertain whether a disclosure is required under this Section, Nationwide must either ask the Committee whether disclosure is required or make the disclosure.

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

O. M/WBE Participation Requirements

Nationwide acknowledges the Employer's and Committee's desire to assure meaningful Minority Business Enterprise and Women Business Enterprise participation in the provision of the services of this Agreement as set forth in Exhibit C.

P. Transition in the Event of Termination or Expiration

In the event of termination or expiration of this Agreement and Employer procures a new Plan Administrator to administer the Plan, Nationwide agrees to cooperate and use all necessary efforts for an orderly and efficient transition of such services with the Employer's new administrator.

Nationwide's full cooperation will be required at no additional cost to the Employer or the Plan participants. In the event a transition is required by the Employer, Nationwide shall, subject to mutual agreement and availability:

1. Provide all information within its computer files or records relating to all participant Accounts;
2. Provide a participant Account history for all participants;
3. Provide copies of all third-party agreements and participant enrollment forms, whichever is applicable, and current allocation at the time of termination;
4. Provide a final statement of Account for each participant through the expiration date of this Agreement;
5. Provide a reconciliation of the total Plan as of the expiration date of this Agreement;
6. Provide a monthly financial report by each investment provider company including transfers, withdrawals, deposits, charges, earnings and any adjustments for all participant Accounts for each month of this Agreement;

7. Provide a report of all suspense items and in-transit items at the expiration date of this Agreement;
8. Provide a detailed listing of any adjustments or corrections for each participant Account as of the expiration date of this Agreement;
9. Make available a sufficient number of technical staff who are proficient in answering questions related to the Plan that may be required by the Employer/ Committee, or any of its authorized agents, during the transition period;
10. Provide copies of all documents and computer files to the Employer's new vendor, if requested by the Employer/ Committee;
11. Provide full and complete cooperation to the Employer/Committee and any of its authorized agents with regard to completion of any pending audits.

In the event that a new administrator is procured by Employer to administer the Plan, Nationwide acknowledges and agrees that continuity of service is critical and that time is of the essence with regard to transition of services. Nationwide further acknowledges and agrees that the Employer and the Plan participants would be irreparably harmed if an orderly and efficient transition of services does not occur. To assure Nationwide's full cooperation and assistance in the event of a transition, Nationwide agrees that any enforcement of the provisions of this Agreement by the Employer may be had by mandatory injunction in the Circuit Court of Cook County, Illinois.

Q. Legal

Neither Nationwide nor its counsel can provide the Employer or the Committee with legal or tax advice. Subject to the foregoing, Nationwide will

1. Provide appropriate personnel, to assist the Committee in: (i) maintaining the Plan; (ii) updating the Plan document, including amendments thereto, and any attendant agreements; and (iii) securing all required approvals of the Plan from all state and federal governmental agencies.
2. Assist the Committee in developing and updating rules and regulations in connection with the Plan.
3. Act as a resource for Plan design, regulatory and other ongoing issues.

4. Keep the Committee informed on changes forthcoming in legislation affecting or relating to the Plan and any other matter which could materially impact on the Plan.
5. Prepare and file required IRS documentation with respect to the Plan, including Forms 1099-R, and State of Illinois tax reporting.
6. If the retention of legal counsel is necessary to perform any of the obligations in this section, Nationwide will assist the Committee in retaining such legal counsel on mutually agreed upon terms and conditions.

R. Standard of Performance

Nationwide will serve the Employer and the Plan as a nondiscretionary provider of bundled administrative and record keeping services and will not be exercising any discretionary control or authority over the Plan or Plan assets. Nationwide holds itself out as possessing greater knowledge and skill than the average person with respect to Plan Services and shall perform all Plan Services for the Employer as professionals in defined contribution/deferred compensation administration and recordkeeping. As a nondiscretionary provider, Nationwide is not a plan fiduciary, but will adhere to the prudent man standard of care and will follow industry standards and exercise proper due diligence in performing Plan Services.

Nationwide agrees to adhere to the Performance Standard Schedule attached hereto as Exhibit D, to meet the turnaround times for the listed transactions, and to pay the corresponding penalties for failure to meet the relevant turnaround times, up to \$40,000.00 annually. Any such penalties will be paid on an Agreement year annual basis.

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

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

S. Personnel

1. Adequate Staffing

Nationwide must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Nationwide must include among its staff the Key Personnel and positions as identified below. Any revisions to staffing will not fall below minimum required levels as outlined in the Agreement unless prior approval is granted by the Committee. If the Committee fails to object to the revision within thirty (30) days after receiving the notice, then the revision will be considered accepted by the Employer. The Committee and Nationwide may increase the level of staffing upon the terms and conditions set forth in Nationwide's best and final offer.

2. Key Personnel

Nationwide will not reassign or replace Key Personnel without the prior consultation with the Committee. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section IV(S). The Committee may at any time in writing notify Nationwide that the Committee will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Nationwide will immediately suspend the services of the key person or persons and will consult with the Committee with regard to appropriate remedies.

3. Salaries and Wages

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

T. Document Disaster Recovery Plan / Data Processing Center

Nationwide shall maintain business continuity plans to address the possibility of a significant business disruption. Plans will be reviewed, updated and exercised on a regular basis. Should an event occur that hinders Nationwide's ability to conduct normal business operations, Nationwide will secure remote locations to resume critical business operations within a reasonable period of time. Should business functions be interrupted by the loss of a primary business facility, associates and/or "work" will be relocated to an alternate Nationwide site. In the event of a systems facility loss, applications will be redirected to their primary recovery location, which will be an alternate Nationwide facility or a remote recovery service provider. The hierarchical structure of the Nationwide recovery plans will include the ability to address incidents that are department, facility, city, state or regional in nature.

Nationwide will transact business during an interruption whenever possible. Redundant networks and alternate remote systems recovery sites are included in Nationwide's recovery strategy. Nationwide's recovery system shall be tested annually. Nationwide's main data processing center is designed and used exclusively for tape processing, network connectivity and monitoring, backup, and disaster recovery.

U. Maintenance and Back-up Procedures

Nationwide will perform backups daily, and on weekends, a complete system backup-to-tape will be performed of all data. The backups will be rotated, on both a weekly and monthly basis. They will be stored on-site in a fireproof vault, and off-site in a climate controlled, Halon protected vault of records with a management firm providing 24 hour pickup and delivery services. Daily backups will be kept for one week. Weekly backups will be kept for one month, with the last week of each month kept for one year. Monthly backups will be kept for a minimum of one year and year-end backups are kept permanently.

V. Loss of Power / Natural Disaster

Nationwide will maintain sufficient resources to power Nationwide's building in the event of an interruption of electrical-utility service. Continuous monitoring will be in place in order to guarantee that the systems are ready for any electrical emergency. Nationwide will be able to transition to the backup system seamlessly during periods of instability by the utility providers, and return to its main power source without service interruption.

Nationwide's disaster recovery plan ensures the reconstruction of participant records and the uninterrupted flow of reports and information to the Committee, Participants, and investment providers in the event that primary electronic data processing records are lost or damaged. Records will be restored within 48 hours of a disaster. A second data center can be used in case of a computer center disaster. The Data Center features a tornado-proof structure that can withstand 250-MPH maximum winds, and Halon fire protection.

V. RESPONSIBILITIES OF EMPLOYER/COMMITTEE

The Employer/ Committee shall have the following responsibilities:

A. Provide Nationwide with its full cooperation and support in administering the necessary salary deferral system for contributions to the Plan; and notify Nationwide in writing, within fourteen (14) business days of a participant's severance from employment including retirement.

B. Disseminate from time to time such promotional and communication materials as provided to it for employee distribution.

C. Arrange for representatives of Nationwide to conduct enrollment meetings with the Employer's employees.

D. The Committee shall act as local coordinator on behalf of the Employer on all material matters relating to activities of the Plan; where reports are required to be made or consents or approvals are required, all such reports shall be made to, and such consents or approvals shall be rendered by the Committee, or such party as the Committee may designate in writing.

E. Accept the terms and conditions of the investment media and, if applicable, insurance contracts issued to the Employer; provided that the Committee has given its prior approval of such investment media and investment provider. All investment media selected by the Employer or Committee shall be subject to Nationwide's operational criteria. All investment providers shall agree to remit disbursement funds to a bank account maintained by Nationwide for the disbursement of withdrawals by the Employer on behalf of Participants.

Upon request, Nationwide shall provide to the Committee information in regard to whether or not proposed investment products meet Nationwide's administrative operational criteria. New investment products can only be added at the direction of the Committee. The Employer/ Committee shall hold Nationwide harmless from any liability that may result from the Committee's selection of Plan investments. Changes to the investment options will be implemented subject to the availability of the investment options through Nationwide and pursuant to mutually agreed upon time periods.

F. Establish the payout options available under the Plan that are consistent with Nationwide's operational criteria.

G. Establish and maintain payroll system procedures to identify and reject participant deferrals and/or contributions that exceed Plan deferral limits.

H. Direct Plan participants desiring to increase contributions to the Plan to disclose includable compensation and complete the appropriate forms.

I. The Employer/Committee authorizes Nationwide to contact any employee at his or her home or business address to obtain information needed to perform its services in the Agreement; however, the prior written consent of the employee is required before Nationwide may contact the employee at his or her home, unless the contact was initiated by the employee. Such prior written consent of the employee is not required before contacting and surveying employees in order to prepare the Satisfaction Survey Report discussed in section III(D)(4)(j) above.

J. Use best efforts to provide suitable office and meeting room space at key locations for Nationwide to conduct group and individual participant meetings during the term of this Agreement.

K. Provide Nationwide, on a monthly basis, a list of all newly hired employees eligible to participate in the plan. This list shall include the newly hired employees' names, addresses, telephone number(s), and other information as may be mutually agreed upon in writing by Nationwide and the Committee.

L. Provide Nationwide periodically with employee census data that will allow Nationwide to prepare the semi-annual Demographic Summary Report required by section IV(F)(4)(i) above.

VI. COMPENSATION OF NATIONWIDE

Nationwide shall receive compensation or remuneration for the performance of the Plan Services as permitted or required by this Agreement. All compensation payable to Nationwide under this Agreement shall be from the sources identified herein. The Employer/Committee has no responsibility for making any compensation payments to Nationwide. Unless otherwise agreed to by the parties, Nationwide's compensation for performing services under this Agreement shall include all of the following:

- a. Plan Asset Compensation. Nationwide shall be entitled to receive as compensation an amount equal 0.125% (12.5 basis points) annualized of all Plan assets, to be calculated on a monthly basis and assessed and paid on a quarterly basis, which shall be known as the Plan Asset Compensation. One (1) bps is equal to 0.01% of all Plan assets. For purposes of this calculation, the total Plan assets for a quarter shall be based upon the average monthly balance in all participant accounts, including but not limited to any participant self-directed brokerage account values and loan balances, if offered under the Plan.

Nationwide's Plan Asset Compensation shall be paid from the amounts that are collected by Nationwide on behalf of the Plan for the quarter, which will be composed of payments received from the Plan's variable investment options and from recordkeeping offsets provided on assets held in the Blended Fixed Option's underlying fixed interest rate product contracts as set forth in Exhibit B. Nationwide is authorized to calculate and assess the amount of Plan Asset Compensation due and owing within thirty (30) days of the end of each quarter and will provide to the Committee a report summarizing the calculation. Employer/Committee acknowledges that all information supplied by Nationwide regarding variable investment option payments, including but not limited to administrative and marketing reimbursements and 12b-1 fees, is the confidential and proprietary information and data of Nationwide and Employer/Committee agrees that it and its agents and employees will not disclose such data and information to any third-party except as may be required by law.

If the total of the payments received from the Plan's investment options for a quarter do not at least equal the total amount of Plan Asset Compensation owed to Nationwide, plus the applicable Employer Plan Expenses as described below for the quarter, the Committee and Nationwide agree to implement changes that would be expected to generate compensation to Nationwide to cover any Plan Asset Compensation shortfall owed to Nationwide for any previous quarter as well as meeting the expected Plan Asset Compensation that will be owed to Nationwide in future quarters.

- b. Employer's Plan Expenses. Nationwide shall deduct from the amounts received from the Plan's investment options and pay to the Employer a credit allowance to offset Plan expenses. Nationwide will pay the Employer the credit allowance at the end of each quarter. Nationwide shall pay the Employer \$225,000.00 for the first year of the contract in quarterly installments of \$56,250.00. Thereafter, Nationwide shall deduct from the payments received from the Plan's investment options and pay to the Employer each year the annual amount of \$150,000.00 by quarterly installments of \$37,500.00 for the remainder of this Agreement. Nationwide shall also pay to the Employer any amounts received by Nationwide from the Plan's investment options that exceed the Employer's Plan Expenses outlined in this section and the Plan Asset Compensation owed to Nationwide for the quarter pursuant to this Agreement.

Any amounts held by Nationwide that will be used by the Employer to offset Employer's Plan Expenses will be deposited into an account established within the Plan to hold such amounts. This plan expense reimbursement account will be invested in an investment option selected by the Committee and will be maintained separately from participant accounts. Nationwide shall report the balance, transactions, and investment experience of this plan expense reimbursement account to the Employer quarterly.

Within 30 days of the end of the month that Plan assets attain a level of \$1.3 billion or at the end of the 3rd year of this Agreement, whichever occurs first, Nationwide will deliver to the Committee a report comparing actual Plan participant, asset and revenue levels to forecasted levels. This report will be delivered to the Committee annually thereafter. Based on the results of this report, Nationwide and the Committee will meet to determine in good faith if the experience of the Plan warrants a fee reduction or other benefit to be conferred by Nationwide upon the Plan.

VII. COMPLIANCE WITH ALL LAWS

Nationwide 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 Agreement 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 Nationwide's employees, agents or subcontractors shall be the responsibility of Nationwide.

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

VIII. TERMINATION

A. For Convenience. The Employer may terminate this Agreement upon ninety (90) days written notice to Nationwide. Nationwide may terminate this Agreement upon one hundred eighty (180) days written notice to the Employer. In the event of termination, Nationwide shall deliver to the Committee all finished or unfinished documents, data, studies and reports prepared by Nationwide under this Agreement and these shall be and become the property of the Employer/Committee.

B. For Default. If such termination is based upon a party's failure to satisfactorily perform any of its obligations hereunder, the defaulting party shall have the right to cure its default or breach. Any written notice given hereunder for failure to satisfactorily perform shall specifically state the nature of the default or breach. If the specified default or breach is not corrected within ninety (90) days following the notice of default, the Agreement may be terminated by the non-defaulting party with thirty (30) days prior notice to the defaulting party.

In the event of termination by Employer, Employer reserves the right to elect to continue using Nationwide's services in whole or in part for the period of time necessary to allow the Employer to obtain and implement replacement services. During such transition period all terms and conditions of the Agreement shall be in full force and effect. The Employer may elect to continue using Nationwide's existing services in full and/or increase monitoring and oversight of Nationwide's operations. Any increased monitoring or oversight of Nationwide by the Employer through its Committee shall be done in a way that does not interfere with Nationwide's ability to effectively and efficiently perform its work. Nationwide agrees to cooperate with the implementation of the replacement services should the Employer/ Committee so request. In event of termination, Nationwide shall deliver to the Committee within ninety (90) days all finished or unfinished documents, data, studies and reports prepared by Nationwide as required under this Agreement and these shall be and become the property of the Employer/Committee. Additionally, Employer shall have the rights to pursue all remedies in law or equity.

Termination of this Agreement by Employer does not relieve Employer of any termination requirements that may be associated with specific Plan investment options, nor does it relieve Employer of any termination requirements associated with any trust or custodial account agreement.

IX. INSURANCE/INDEMNIFICATION

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

Employer and the Committee acknowledges that Nationwide is not responsible for investment performance of any authorized investment options under the Plan.

The Employer covenants and agrees to indemnify and save harmless Nationwide, its officials, employees, agents and representatives and their respective heirs, executors, administrators, successors and assigns from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of this Agreement by the Employer, or the acts or omissions of their commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns.

B. Nationwide shall maintain at its own expense without reimbursement from or compensation by the Employer, during the term of this Agreement, insurance coverage which will satisfactorily insure them against claims and liabilities which could arise in connection with this Agreement. All policies required herein are to be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the County. The insurance coverage required is as follows:

1. Worker's Compensation Insurance coverage, as prescribed under Illinois Law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.
2. Commercial General Liability Insurance (Primary and Umbrella) protecting against any and all public liability claims which may arise in the course of performance of this Agreement. The limits of liability for bodily injury shall not be less than \$10,000,000 per occurrence, including death. The limits of liability for property damage shall not be less than \$10,000,000 per occurrence with an aggregate of not less than \$10,000,000. Subcontractors performing work for Nationwide shall be required to maintain limits of not less than \$1,000,000.
3. Comprehensive Automobile Liability Insurance (Primary and Umbrella), including employers non-ownership and hired car coverage, protecting against automobile claims whether on or off the Employer's premises with bodily injury limits and property damage limits of not less than \$1,000,000 per occurrence.
4. Valuable Papers Insurance in an amount not less than \$100,000 to cover any loss occasioned by fire, theft or any other cause.
5. Errors and Omissions Insurance for all Nationwide professional employees in the amount of \$1,000,000 per claim.

6. Fidelity Bond protecting Nationwide against Nationwide employee dishonesty and embezzlement in an amount of not less than \$10,000,000 per single loss.

Additional Requirements:

The policy limits stated for each type of insurance coverage required under this Agreement, except Errors and Omissions Insurance Coverage, shall be exclusive of costs of litigation; however, all costs of litigation shall be included, in addition to the policy limits, in each such type of insurance coverage. Nationwide shall be responsible for payment of all policy deductibles.

The Employer and the Committee shall be listed as additional insureds on the Commercial General Liability Insurance and the Comprehensive Automobile Liability Insurance policies maintained by Nationwide pursuant to this Agreement.

Nationwide shall furnish to the Committee Certificates of Insurance evidencing coverage as stated above issued by an insurance company authorized to do business under the laws of the State of Illinois, accepted by the Committee and carrying a Best rating of A-VIII or higher for the Fidelity Bond and a Best rating of A-XI or higher for all other insurance coverage. Such policies shall provide that no cancellation of the policies shall occur without at least sixty (60) calendar days prior written notice given to the Committee.

Nationwide must submit evidence of insurance on the County Insurance Certificate Form or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the Employer that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Employer to obtain certificates or other insurance evidence from Nationwide is not a waiver by the Employer of any requirements for Nationwide to obtain and maintain the specified coverages. Nationwide must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Nationwide of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the Employer retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

Not less than two (2) weeks prior to the expiration of each and any policy of insurance required hereunder, Nationwide shall deliver to the Committee a Certificate of Insurance as evidence of the renewal or replacement of such expiring policy.

Nationwide will endeavor to provide 60 days prior written notice to be given to the Employer in the event coverage is substantially changed or canceled. In the event of non-renewal, Nationwide will provide evidence of new coverage and carrier. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Nationwide. Nationwide agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Nationwide in no way limit Nationwide's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the Employer apply in excess of and do not contribute with insurance provided by Nationwide under this Agreement.

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

Nationwide must require all Subcontractors to provide the insurance required in this Agreement, or Nationwide may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Nationwide unless otherwise specified in this Agreement. If Nationwide or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

The Employer's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the Employer.

X. PATENTS, COPYRIGHTS AND LICENSES

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

Nationwide agrees to hold harmless and indemnify the Employer, the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and Nationwides' fees), any suit or proceeding brought against

Employer based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the Employer or utilized in performing Nationwide's services constitutes an infringement of any patent, copyright or license or any other property right.

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

XI. SPECIAL CONDITIONS

a) **Warranties and Representations**

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

- i) warrants that Nationwide is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Nationwide is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Nationwide is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Nationwide and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the Employer ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Nationwide warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Nationwide and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination.

b) Ethics

i) In addition to the foregoing warranties and representations, Nationwide warrants:

(1) no officer, agent or employee of the Employer is employed by Nationwide or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Nationwide or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

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

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

iii) Upon the request of the Employer, Nationwide must disclose to the Employer its past client list and the names of any clients with whom it has an ongoing relationship. Nationwide is not permitted to perform any Services for the Employer on applications or other documents submitted to the Employer by any of Nationwide's past or present clients. If Nationwide becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the Employer.

iv) Without limiting the foregoing, if the Consulting Parties assist the Committee or the Employer in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the Employer in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) Nationwide further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the Employer, by the Chief Procurement Officer in his reasonable judgment, determines that any of Nationwide's Services for others conflict with the Services Nationwide is to render for the Employer under this Agreement, Nationwide must terminate such other services immediately upon request of the Employer.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Nationwide under this Agreement, Nationwide represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Nationwide must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Nationwide and any assignee or Subcontractor of Nationwide must not charge any official, employee or agent of the Employer personally with any liability or expenses of defense or hold any official, employee or agent of the Employer personally liable to them

under any term or provision of this Agreement or because of the Employer's execution, attempted execution or any breach of this Agreement.

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Nationwide to the Employer.
- ii) Nationwide's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Nationwide's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Nationwide's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- (iii) Nationwide's default under any other agreement it may presently have or may enter into with the Employer during the life of this Agreement. Nationwide acknowledges and agrees that in the event of a default under this Agreement the Employer may also declare a default under any such other Agreements.
- (iv) Nationwide's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

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

- i) The right to withhold all or any part of Nationwide's compensation under this Agreement;
- ii) The right to consider Nationwide non-responsible in future contracts to be awarded by the Employer.

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

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

c) Early Termination

In addition to termination under Section XII of this Agreement, the Employer may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the Employer to Nationwide. The Employer will give notice to Nationwide in accordance with the provisions of Article XII. The effective date of termination will be the date the notice is received by Nationwide or the date stated in the notice, whichever is later. If the Employer elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the Employer effective 90 days after the date the notice is considered received as provided under Article VIII of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Nationwide must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 90 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The Employer and Nationwide must attempt to agree on the amount of compensation to be paid to Nationwide, but if not agreed on, the dispute must be settled in accordance with Article XIII(Q) of this Agreement. The payment so made to Nationwide is in full settlement for all Services satisfactorily performed under this Agreement.

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

If the Employer's election to terminate this Agreement for default is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Article XII.

d) Right to Offset

i) In connection with performance under this Agreement:

The Employer may offset any excess costs incurred:

(i) if the Employer terminates this Agreement for default or any other reason resulting from Nationwide's performance or non-performance;

(ii) if the Employer exercises any of its remedies under Article XI of this

Agreement; or

(iii) if the Employer has any credits due or has made any overpayments under this Agreement.

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

e) Delays

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

f) Prepaid Fees

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

XIII. MISCELLANEOUS TERMS

A. Non-Discrimination and Affirmative Action. Nationwide is committed to equal employment opportunity and to: (1) Provide equal employment opportunity to those qualified; (2) Recruit, advertise for, and hire people in all job classifications without regard to race, color, religion, gender, disability, age, veteran status, sexual orientation, ancestry, national origin or any other characteristic (or classification) protected by applicable law; and (3) Treat all employees equally, without regard to race, color, religion, gender, disability, age, veteran status, sexual orientation, ancestry, national origin, or any other characteristic (or classification) protected by applicable law when it comes to upgrading, promotion, transfer, layoff, termination, rates of pay, and selection for training, or other terms or conditions of employment. Nationwide agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Confidentiality. Nationwide acknowledges and agrees that information regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Nationwide in any way, whether during

the term of this Agreement or at any time thereafter, except solely as required in the course of its performance of services hereunder. Nationwide shall comply with the applicable privacy laws and regulations affecting Employer and will not disclose any of Employer's records, materials, or other data to any third party, other than its attorneys or other individuals within Nationwide's related business entities who have a need to know and who agree in advance not to make further disclosure. Nationwide shall not have the right to distribute statistical analyses and reports utilizing data derived from information or data obtained from Employer without the prior written approval of the Committee, other than its attorneys or other individuals within Nationwide's related business entities who have a need to know and who agree in advance not to make further disclosure. In the event such approval is given, any such reports published and distributed by Nationwide shall be furnished to Employer without charge. Any information, documents or data that are Public knowledge or in the Public domain may be used by Nationwide without recourse from Employer or Committee.

C. Ownership of Documents. All documents, data, studies, reports, work product or product created solely as a result of the performance of this Agreement shall be the property of the Employer. It shall be a breach of this Agreement for Nationwide to reproduce or use any documents, data, studies, report, work product or product obtained for the Employer or created hereby for its own purposes or to be copied and used by any third party. During the performance of services herein provided, Nationwide shall be responsible for any loss or damage to the documents, data, studies, reports, work product or product herein enumerated while they are in its possession and any such document, data, study, report, work product or product lost or damaged shall be restored at the expense of Nationwide.

D. Compliance with Laws. Nationwide 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 Agreement. Assurance of compliance with this requirement by Nationwide's employees, agents or subcontractors shall be the responsibility of Nationwide. Nationwide shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

E. Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Illinois. Nationwide irrevocably agrees that, subject to the Employer's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in the courts having situs within the City of Chicago, the County of Cook, the State of Illinois, and Nationwide consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State. Nationwide waives any right it may have to transfer or

change the venue of any litigation brought against it by the Employer in accordance with these provisions.

F. Conduct of Nationwide. Nationwide agrees to inform the Employer on a timely basis of all of Nationwide's interests, if any, which are or which Nationwide reasonably believes may be incompatible with any interest of the Employer. Nationwide shall take notice of the Cook County Lobbyist Registration Ordinance and shall comply with all the provisions therein.

Nationwide shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom Nationwide is doing business or proposing to do business, in accomplishing the services under the Agreement.

Nationwide shall not use for personal gain or make other improper use of privileged information which is acquired in connection with its services under the Agreement. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development, medical, personal, or security records of individuals, anticipated material requirements or pricing actions, and knowledge of selection of contractors and subcontractors in advance of official announcement.

G. Accident Reports. Employer shall be given written notification within twenty-four (24) hours of receiving notice of any occurrence, on the site or otherwise, which pertains in any way to this Agreement and involves Nationwide's own personnel, or those of any of its 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 person for injuries sustained, and such other information as may be relevant. The local police should be notified of 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, if obtainable.

H. Use of Premises. Nationwide agrees to familiarize itself with any rules and regulations provided by Employer, including but not limited to Employer policies respecting contraband, facilities and other matters relative to this Agreement.

I. Notices. All notices required pursuant to this Agreement 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 personally 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 Committee: Cook County Deferred Compensation Committee
118 North Clark Street
Room 500
Chicago, Illinois 60602
Attn: Chairman

To the Employer: County of Cook
118 North Clark Street
Room 500
Chicago, Illinois 60602
Attn: Comptroller

To Nationwide: Nationwide Retirement Solutions, Inc.
5900 Parkwood Place, PW-01-16
Dublin, Ohio 43016
Attn: Anne Arvia

With a copy to: Office of General Counsel

One Nationwide Plaza, 1-34-302
Columbus, Ohio 43215

J. Waiver. No term or provision of this Agreement 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 not be a waiver of the provision itself nor a waiver or consent to any subsequent breach.

K. Headings. The headings of articles, paragraphs and sections in this Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

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

M. Severability. The parties agree that to the extent a court of competent jurisdiction shall determine that any part or provision of this Agreement is unenforceable as a matter of law, the portion of the Agreement shall be deemed severable and the remainder of the Agreement shall survive.

N. Independent Contractor. Nationwide will act solely as an independent contractor and not as employee(s) of the Employer. Nationwide is not subject to the control or supervision of the Employer concerning actions taken in the course

of their performance hereunder, except as expressly required by this Agreement of the Plan. Nationwide shall not represent in any way that it is an employee or agent of the Employer, except as expressly provided by this Agreement.

O. Authority. Nationwide shall provide evidence of its authority to do business in the State of Illinois, including without limitation, certificates of good standing or of registration with the Office of the Secretary of State of Illinois.

P. Licenses. Nationwide is solely responsible for obtaining at its cost any and all permits, licenses and other governmental approvals which may be necessary for it to perform this Agreement.

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

R. Assignment. Nationwide shall not assign its rights, duties or obligations under this Agreement without the prior written consent of the Employer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

**COOK COUNTY BOARD OF COMMISSIONERS
COOK COUNTY FOREST PRESERVE DISTRICT- BOARD OF
COMMISSIONERS**

By: Toni Preckwinkle

TONI PRECKWINKLE

President of the Cook County Board of Commissioners and
the Cook County Forest Preserve District

Attest: David D. Orr

DAVID D. ORR

Cook County Clerk

Maria de Lourdes Coss

MARIA DE LOURDES COSS

CHIEF PROCUREMENT OFFICER

NATIONWIDE RETIREMENT SOLUTIONS, INC.

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

JUN 19 2012

By: Anne Arvia

ANNE ARVIA

President

COM _____

Attest: David Lewis
David Lewis
Case Management

Approval as to Form:

Assistant State's Attorney
Assistant State's Attorney

BUREAU OF FINANCE
OFFICE OF THE COUNTY COMPTROLLER

CONTRACT

ITEM #7

APPROVED, AS AMENDED

Transmitting a Communication, dated May 30, 2012 from

TAKASHI REINBOLD, Interim Comptroller

and

MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute a contract with Nationwide Nationwide Retirement Solutions, Inc. (a subsidiary and affiliate of Nationwide Financial Services, Inc), Dublin, Ohio, for Cook County Deferred Compensation (457 Plan) services.

Reason: On October 6, 2011, a Request for Proposal (RFP) for a Bundled Deferred Compensation (457 Plan) Services Program was advertised. A RFP process was followed in accordance with the Cook County Procurement Code. Proposals were received on November 7, 2011 and an evaluation process was conducted based on the evaluation criteria outlined in the RFP document. It was determined that Nationwide Retirement Solutions, Inc presented the best value for Cook County.

Estimated Fiscal Impact: The County was able to establish a cost savings by reducing the current basis point total from 19bps total overall, before the RFP procurement to 14bps overall in the 2nd and final offer. Additionally, the Deferred Compensation Committee was able to add value by adding customer service incentives to the contract

Contract period: July 1, 2012 through June 30, ~~2012~~ 17.

The Purchasing Agent concurs.

The Budget Department has received all requisite documents and determined the fiscal impact on Cook County, if any.

EXHIBIT B

FEES AND RECORDKEEPING OFFSETS

This Exhibit sets forth the Individual Account Fees and Cook County Blended Fixed Option Plan Recordkeeping Offsets and is incorporated by reference to become part of the Administrative Services Agreement and all amendments thereto. The Individual Account Fees and Cook County Blended Fixed Option Plan Recordkeeping Offset will be effective 7/1/12. This Exhibit B may be modified from time to time by the Committee.

Individual Account Fees

\$50.00 (start up and annual)	Self-Directed Brokerage Option
\$50.00 (start up and annual)	Loan Fee (if made available within the Plan)

Cook County Blended Fixed Option Plan Recordkeeping Offsets

0.20%	Nationwide Life Fixed Annuity
0.20%	Nationwide Life Managed Separate Account Annuity
0.20%	Hartford Life Fixed Annuity

EXHIBIT C
M/WBE PARTICIPATION REQUIREMENTS

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: Holland Capital Management, LP

Address: One North Wacker Drive, Suite 700 Chicago, IL 60606

E-mail: _____

Contact Person: Laura Janus Phone: 312-553-4833

Dollar Amount Participation: \$550,000-\$650,000 annually. Please note that Nationwide utilizes the services of Holland Capital Management in our service to both Cook County, IL as well as the City of Chicago. This dollar amount of participation is a range based on annual historical amounts spent on the services provided by Holland Capital Management. Final figures will ultimately depend on amount of assets under management by Holland Capital Management in their service to Cook County and the City of Chicago.

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.

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

LETTER OF INTENT (SECTION 2)

M/WBE Firm: Holland Capital Management LP Contract #: _____

Address: One North Wacker Drive, Suite 700 City/State/Zip : Chicago, IL 60606

Contact Person: Laura Janus Phone: 312-553-4833 Fax: _____

Certification Expiration Date: _____ Race/Gender: Female MBE

Email: _____

Participant: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes – Please attach explanation Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/Content:

Investment Management

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

\$550,000-\$650,000 annually paid directly to firm for services rendered. Please note that Nationwide utilizes the services of Holland Capital Management in our service to both Cook County, IL as well as the City of Chicago. This dollar amount of participation is a range based on annual historical amounts spent on the services provided by Holland Capital Management. Final figures will ultimately depend on amount of assets under management by Holland Capital Management in their service to Cook County and the City of Chicago.

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

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

[Signature]
Signature (M/WBE)

[Signature]
Signature (Print/Bidder/Proposer)

LAURA J. JANUS
Print Name

ERIC STEVENSON
Print Name

HOLLAND CAPITAL
Firm Name

NRS
Firm Name

OCTOBER 26, 2011
Date

11/14/2011
Date

Subscribed and sworn before me this 26th day of OCTOBER, 2011.

Notary Public Cynthia Gentile
COOK COUNTY, CHICAGO, IL

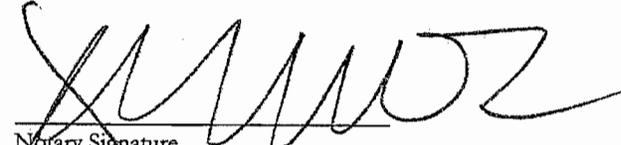




**Nationwide®
Retirement Solutions**

On Your Side™

Subscribed and sworn before me this 14 day of November, 20 11.



Notary Signature

My commission expires _____



Jennifer M. Donwaldt
Notary Public, State of Ohio
My Commission Expires 10-31-2012

Notary Seal



CITY OF CHICAGO
OFFICE OF COMPLIANCE

October 27, 2011

Susan Chamberlain
Holland Capital Management
One North Wacker Drive, Suite 700
Chicago, IL 60606

Dear Susan Chamberlain:

We received your application for recertification of your Minority Business Enterprise Certification. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

We do not want your firm to be negatively impacted by the time it will take you to gather the additional documents and to complete our review. We are therefore extending your MBE Certification until **March 1, 2012**. This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation. A reviewer will be contacting you in the next couple of weeks to inform you of any additional documents we may need to complete the review of your application.

Please notify us immediately if the financial condition of your business has changed since submittal of your financials with your recertification application.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-747-1929.

Sincerely,

Michael Chambers
Senior Compliance Officer
Supplier Diversity
CITY OF CHICAGO

TA

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: The Blackstone Group

Address: 360 N. Michigan Avenue, Suite 610, Chicago IL 60601

E-mail: _____

Contact Person: Ron Pocs Phone: 312-423-4001

Dollar Amount Participation: \$30,000-\$150,000 annually. Please note that Nationwide utilizes the services of The Blackstone Group in our service to both Cook County, IL as well as the City of Chicago. This dollar amount of participation is a range based on annual historical amounts spent on the services provided by The Blackstone Group. Final figures will ultimately depend on client necessity of these services (i.e. annual, bi-annual surveys, etc.) and required detail.

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.

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

LETTER OF INTENT (SECTION 2)

M/WBE Firm: The Blackstone Group Contract #: _____

Address: 360 N. Michigan Avenue Suite 610 City/State/Zip : Chicago, IL 60601

Contact Person: Ron Pocs Phone: _____ Fax: _____

Certification Expiration Date: _____ Race/Gender: Male

Email: _____

Participant: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes – Please attach explanation Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/Content:

Marketing Research Services

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

\$30,000-\$150,000 annually directly payable to firm for services provided. Please note that Nationwide utilizes the services of The Blackstone Group in our service to both Cook County, IL as well as the City of Chicago. This dollar amount of participation is a range based on annual historical amounts spent on the services provided by The Blackstone Group. Final figures will ultimately depend on client necessity of these services (i.e. annual, bi-annual surveys, etc.) and required detail.

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

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

Ronald J Pocs
Signature (M/WBE)

Eric Stevenson
Signature (Prime Bidder/Proposer)

RONALD J POCs
Print Name

ERIC STEVENSON
Print Name

THE BLACKSTONE GROUP
Firm Name

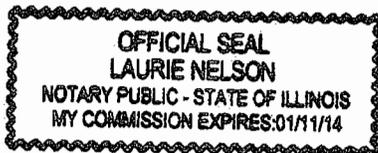
NRS
Firm Name

10-25-11
Date

11/14/2011
Date

Subscribed and sworn before me this 25 day of October, 2011.

Notary Public Laurie Nelson





Nationwide®
Retirement Solutions

On Your Side™

Subscribed and sworn before me this 14 day of November, 2011.

Notary Signature

My commission expires:



Jennifer M. Dorwaldt
Notary Public, State of Ohio
My Commission Expires 10-21-2012

Notary Seal



CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

THE BLACKSTONE GROUP, INC.

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

****NAICS Codes: 541910**

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

Product/Service Description: Marketing research consulting; survey research; call center / customer contact re-lations services; data entry/processing services; data analysis and related services

11/30/2011

Issued Date

CH532

Certificate Number

11/30/2012

Expiration Date

Julia Leibel Morgan
President, Chicago MSDC

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



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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: M & G Graphics, Inc

Address: 3500 West 38th St. Chicago, IL 60632

E-mail: jo@m-g-graphics.com

Contact Person: Josephine Meyer

Phone: 773-247-1596

Dollar Amount Participation: \$40,000-70,000 annually. Please note that Nationwide utilizes the services of M & G Graphics, Inc. in our service to both Cook County, IL as well as the City of Chicago. This dollar amount of participation is a range based on annual historical amounts spent on the services provided by M&G Graphics, Inc.

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes No _____
*Letter of Certification attached? Yes No _____

MBE/WBE Firm: M & G Graphics Inc

Address: 3500 W. 38th ST Chicago IL 60632

E-mail: jo@m-g-graphics.com

Contact Person: Josephine Meyer Phone: 773-247-1596

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes No _____

Attach additional sheets as needed.

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

LETTER OF INTENT (SECTION 2)

MWBE Firm: M & G Graphics, Inc.

Contract #: _____

Address: 3500 West 38th St.

City/State/Zip : Chicago, IL 60632

Contact Person: Josephine Meyer

Phone: 773-247-1576 Fax: 773-247-1806

Certification Expiration Date: 4-1-2012 Race/Gender: Caucasian/Female

Email: jo@m-g-graphics.com

Participant: Direct Indirect

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

No Yes - Please attach explanation Proposed Subcontractor: _____

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

Commercial Printing

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

\$40,000-70,000 annually paid directly to firm for services rendered. Please note that Nationwide utilizes the services of M & G Graphics, Inc. in our service to Cook County, IL as well as the City of Chicago. This dollar amount of participation is a range based on annual historical amounts spent on the services provided by M&G Graphics, Inc.

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

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

Josephine Meyer
Signature (MWBE)

Eric Stevenson
Signature (Prime Bidder/Proposer)

Josephine Meyer
Print Name

Eric Stevenson
Print Name

M&G Graphics Inc.
Firm Name

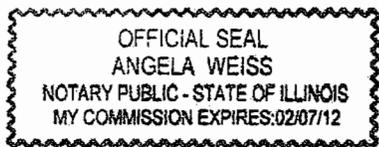
NRS
Firm Name

10-26-2011
Date

11/14/2011
Date

Subscribed and sworn before me this 26 day of October, 20 11.

Notary Public Angela Weiss





**Nationwide®
Retirement Solutions**

On Your Side™

Subscribed and sworn before me this 14 day of November, 2011.

Notary Signature

My commission expires



Jennifer M. Dorwaldt
Notary Public, State of Ohio
My Commission Expires 10-31-2012

Notary Seal



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 11 2012

Josephine Meyer
M & G Graphics, Inc.
3500 West 38th Street
Chicago, IL 60632-3306

Dear Josephine Meyer:

This letter is to inform you that the City of Chicago has extended your status as a Women Business Enterprise (WBE) until July 1, 2012. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

A handwritten signature in black ink, appearing to read "Monica Jimenez".

Monica Jimenez
Deputy Procurement Officer

FH

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: AltaVista Graphic Corporation

3435 N. Kimball Ave Chicago IL 60618
Address: 960 N. Michigan Avenue, Suite 610 Chicago IL 60607

E-mail: Kathycaltavistagraphics.com

Contact Person: Kathy Boedeker Phone: 773-267-2530 ext 122

Dollar Amount Participation: \$2,000-\$10,000 annually. Please note that Nationwide utilizes the services AltaVista Graphic Coporation in our service to both Cook County, IL as well as the City of Chicago. This dollar amount of participation is a range based on annual historical amounts spent on the services provided AltaVista Graphic Corporation. Final figures will ultimately depend on client necessity of these services (i.e. annual, bi-annual surveys, etc.) and required detail.

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes No _____

*Letter of Certification attached? Yes No _____

MBE/WBE Firm: AltaVista Graphic Corporation

Address: 3435 N. Kimball Ave Chicago IL 60618

E-mail: Kathycaltavistagraphics.com

Contact Person: Kathy Boedeker Phone: 773 267-2530 x122

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

LETTER OF INTENT (SECTION 2)

M/WBE Firm: AltaVista Graphic Corporation Contract #: _____
Address: 3545 North Kimball Avenue City/State/Zip : Chicago, IL 60618
Contact Person: Kathy Boedeker Phone: 773-267-2530 ext 122 Fax: _____
Certification Expiration Date: _____ Race/Gender: Female

Email: kathy@altavistagraphics.com

Participant: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes – Please attach explanation Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/Content:

Printing/Marketing Services

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

\$2,000-\$10,000 annually directly payable to firm for services provided. Please note that Nationwide utilizes the services of AltaVista Graphic Corporation in our service to both Cook County, IL as well as the City of Chicago. This dollar amount of participation is a range based on annual historical amounts spent on the services provided by AltaVista Graphic Corporation. Final figures will ultimately depend on client necessity of these services and required detail.

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

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

Kathy Boedeker
Signature (M/WBE)

Eric Stevenson
Signature (Prime Bidder/Proposer)

Kathy Boedeker
Print Name

Eric Stevenson
Print Name

AltaVista Graphic Corp.
Firm Name

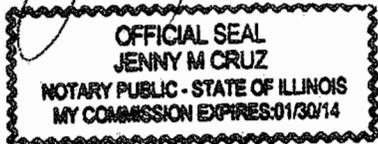
N/S
Firm Name

10.27.2011
Date

11/14/2011
Date

Subscribed and sworn before me this 27th day of October, 2011.

Notary Public Jenny M. Cruz



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

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

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

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

Yes: _____ No: X

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

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

Yes: _____ No: X

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): Please see attached listing.

(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: Nationwide Retirement Solutions, Inc. DBA: Same EIN NO.: 73-0948330

Street Address: 5900 Parkwood Place

City: Dublin State: OH Zip Code: 43016

Phone No.: 877-677-3678

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
NFS Distributors, Inc.	One Nationwide Plaza Columbus, OH 43215	100%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
------	---------	-----------------------------------	--------------

Declaration (check the applicable box):

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

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

Eric J. Johnson
Signature

Title

11/14/2011
Date

E-mail address

Phone Number

Subscribed to and sworn before me this 14 day of NOV, 2011.

X *Jennifer M. Dorwald*
Notary Public Signature

My commission expires:



Jennifer M. Dorwald
Notary Public, State of Ohio
My Commission Expires 10-31-2012



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

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

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.

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: Nationwide Retirement Sol. Title: _____

Business Entity Name Nationwide Retirement Sol. Phone: 877-677-3678

Business Entity Address: 5900 Parkwood Place Dublin, OH 43016

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

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

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

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

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

vic Stevenson
Owner/Employee's Signature

11/14/2011
Date

Subscribe and sworn before me this 14 Day of November, 2011

a Notary Public in and for Franklin County

Jennifer M. Dorwald
(Signature)



Jennifer M. Dorwald
Notary Public, State of Ohio
My Commission Expires 10-31-2012

NOTARY PUBLIC
SEAL

My Commission expires _____

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

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 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 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: Nationwide Retirement Solutions, Inc

BUSINESS ADDRESS: 5900 Parkwood Place Dublin, OH 43016

BUSINESS TELEPHONE: 614-854-3206 FAX NUMBER: 614-854-8871

CONTACT PERSON: Jeff Blakeman

FEIN: 73-0948330 *IL CORPORATE FILE NUMBER: 55211511

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Anne L. Arvia VICE PRESIDENT: Please see attached list

SECRETARY: Please see attached list TREASURER: Please see attached list

**SIGNATURE OF PRESIDENT: [Signature]

ATTEST: Kay R. Richards (CORPORATE SECRETARY)

Subscribed and sworn to before me this

2 day of November, 2011.

X [Signature]
Notary Public Signature



Jennifer M. Dorwaldt
Notary Public, State of Ohio
My Commission Expires 10-31-2012
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.

NATIONWIDE RETIREMENT SOLUTIONS, INC.

I, Kathy R. Richards, Associate Vice President and Assistant Secretary, am an official custodian of the corporate records and seal of Nationwide Retirement Solutions, Inc. (the "Company"), and hereby certify that the attached ~~document is a true and complete copy of the "Action In Writing Without A Meeting"~~ adopted by the Board of Directors of the Company, dated as of May 27, 2011.

I further certify that the document has not been amended, altered, or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the corporate seal of Nationwide Retirement Solutions, Inc. to be affixed hereto this 2nd day of November, 2011, at Columbus, Ohio.



Kathy R. Richards
Associate Vice President and
Assistant Secretary



Nationwide®
Retirement Solutions

On Your Side™

Subscribed and sworn before me this 14 day of November, 2011.

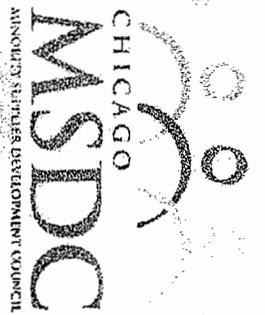
Notary Signature

My commission expires



Jennifer M. Dorwald
Notary Public, State of Ohio
My Commission Expires 10-31-2012

Notary Seal



CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

ALTA VISTA GRAPHIC CORPORATION

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

****NAICS Codes: 323110, 323122, 454113, 541430, 541860**

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

Product/Service Description: PROVIDE COMPREHENSIVE PROGRAM SUPPORT FOR ACQUISITION, RETENTION AND LOYALTY MARKETING INITIATIVES; MARKETING FULFILLMENT SERVICES; GRAPHIC DESIGN, PRINT AND DIRECT MAIL, PROMOTIONAL ITEMS, WIDE FORMAT GRAPHICS, DATA MANAGEMENT, WEB DEVELOPMENT, WAREHOUSE AND FULFILLMENT SERVICES; INBOUND AND OUTBOUND CALLING; COMMERCIAL PRINTING

4/30/2011

CH2684

Issued Date

Certificate Number

4/30/2012

Expiration Date

Sharon E. Bell Morgan
President, CMSDDC

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



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

EXHIBIT D

Nationwide – Service Performance Standards

Service	Service Standard	Reimbursement Amount
Voice Response System/Participant and Plan Sponsor Website availability	The Voice Response System/Participant and Plan Sponsor websites will be available 24 hours/day, 7-days per week 99% of the time.	\$5,000 annually
Participant Services Phone Availability and Response Time	For the Live Operator Call Center, 70% of calls will be answered within 30 seconds for a live operator, and an abandonment rate of less than 4%. For the Voice Response System during hours outside of the Live Operator Call Center hours, 70% of calls will be immediately transferred to a menu after the ring, and an abandonment rate of less than 4%.	\$2,500 per calendar year \$2,500 per calendar year
Quality Standard for Voice Response System monthly down time	No more than 4 hours per month.	\$2,500 per calendar year
Quarterly Participant Statement Delivery	99% in compliance with the Standard below. Dependency: Receipt of all necessary information (example, message approval) from the Plan	\$5,000 per calendar quarter plus \$1,000 for each additional day that statements are delayed

	Sponsor prior to the end of the quarter for which the statement period is applicable. 100% accuracy rate on statements mailed. Standard: Mailed within 30 business days of the close of the quarter.	
Participant Transaction Confirmation Statements	99% in compliance with the Standard below. Standard: Mailed within 2-3 business days of the transaction request. Exchanges, allocation changes and deferral changes,	\$25 for each confirmation statement delayed
Fund Balance Transfers	Mailed within three business days. Processed same day if initiated prior to the close of the New York Stock Exchange.	\$25 for each participant confirmation statement.
Investment Transaction/Election Requests; and Exchanges executed	Written verifications mailed within three business days. Processed upon receipt of the request if initiated by 4pm ET; processed the next business day if received after 4pm ET.	\$25 for each participant confirmation statement.
Termination/In service Withdrawals/Distributions	99% of withdrawals processed within 1 business day of the receipt of the request provided the request is received in good order by 4pm ET; processed the next business day if received after 4pm ET. Distribution checks mailed within 3-5 business days of processing.	\$1,500 per month plus \$50 per day for each check outstanding.

Contributions processed and posted to Investments	100% processed in compliance with the standard below. Standard: Contributions (with complete and accurate Payroll data) received by close of business on the NYSE (4pm ET) will be processed that business day; processed the next business day if received after 4pm ET.	Nationwide will correct as of the original effective date, at its expense, any errors it commits in processing contributions sent by the Plan Sponsor. \$2,500 for each payroll submission that is not posted in accordance with the Standard.	
Rollovers out	99% processed within 3-5 business day provided the approved request is received in good order by 4pm ET.	\$1,500 per calendar quarter	
DRO processing	If the Plan recognizes DROs, confirm paperwork is complete and confirm required signatures according to procedures of Plan Sponsor and process segregation within 5-7 business days of receipt of completed paperwork.	\$100 per day for each day delayed	
Plan Sponsor reports	Reporting for the preceding quarter is available on 30 business days after quarter end.	\$2,500 per calendar quarter	
Plan Performance Reviews	Fund and Plan Performance Reviews will be provided quarterly within thirty (30) days of quarter close to the Plan Sponsor and its advisors.	\$5,000 per occurrence	

Participant Group Meetings	<p>Nationwide will meet annually with the Plan Sponsor to discuss and mutually agree in writing upon the number of Participant group meetings that will be provided in 2012 and in each year thereafter.</p> <p>Nationwide will document the number of group meetings to be held and will include the number of group meetings held, their locations and topics covered as part of the Plan Performance Review.</p>	\$5,000 annually
Participant Individual Meeting	<p>Nationwide will meet annually with the Plan Sponsor to discuss and mutually agree in writing upon the number of Participant individual meetings that will be provided in 2012 and in each year thereafter.</p> <p>Nationwide will document the number of Participant individual meetings to be held and will include the number of individual meetings held, their locations and topics covered as part of the Plan Performance Review.</p>	\$5,000 annually
Participant Satisfaction	<p>90% rating of Satisfied to Highly Satisfied on a 4 point scale, with the Scale as follows: 1 – unsatisfied; 2 – somewhat satisfied; 3 – satisfied; 4 – highly satisfied.</p>	\$15,000 annually
Implementation of all new fund changes	<p>Service provider will have all new funds up by; To be determined.</p>	\$5,000 per event
Beneficiary Services	<p>Confirm designated beneficiaries within five business days of receipt of inquiry or transaction</p>	\$10 per transaction

Written replies to inquiries	Acknowledgment issued in writing or via e-mail within 5 business days from the receipt of a mailed written or e-mailed inquiry.	\$150 per transaction
Quality standard for amount of time to handle issue resolution	90% resolved within 10 business days.	\$150 per transaction

*Nationwide is willing to place \$40,000 annual at risk.