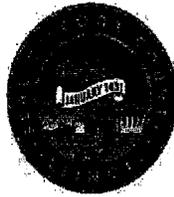


PROFESSIONAL SERVICES AGREEMENT

**MOVING ELECTIONS EQUIPMENT AND SUPPLIES FOR 2014 & 2015
ELECTIONS**

BETWEEN



COOK COUNTY GOVERNMENT

Office of the Cook County Clerk

AND

PICKENS KANE MOVING & STORAGE, CO.

Contract No. 1335-12863

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

NOV 13 2013

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PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	1
ARTICLE 1) INCORPORATION OF BACKGROUND	1
ARTICLE 2) DEFINITIONS.....	1
a) Definitions.....	1
b) Interpretation.....	2
c) Incorporation of Exhibits	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR	3
a) Scope of Services	3
b) Deliverables	3
c) Standard of Performance.....	3
d) Personnel.....	4
e) Minority and Women's Business Enterprises Commitment	5
f) Insurance	5
g) Indemnification	8
h) Confidentiality and Ownership of Documents	8
i) Patents, Copyrights and Licenses	8
j) Examination of Records and Audits	9
k) Subcontracting or Assignment of Contract or Contract Funds.....	10
ARTICLE 4) TERM OF PERFORMANCE.....	11
a) Term of Performance	11
b) Timeliness of Performance	11
c) Agreement Extension Option.....	11
ARTICLE 5) COMPENSATION	11
a) Basis of Payment.....	12
b) Method of Payment.....	12
c) Funding	12
d) Non-Appropriation.....	12
e) Taxes	12
f) Price Reduction.....	13
g) Contractor Credits.....	13
ARTICLE 6) DISPUTES	13
ARTICLE 7) COMPLIANCE WITH ALL LAWS	13
ARTICLE 8) SPECIAL CONDITIONS.....	14
a) Warranties and Representations.....	14
b) Ethics.....	15
c) Joint and Several Liability	15
d) Business Documents	15

e)	Conflicts of Interest.....	15
f)	Non-Liability of Public Officials.....	16
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET.....		16
a)	Events of Default Defined.....	16
b)	Remedies.....	17
c)	Early Termination.....	19
d)	Suspension.....	19
e)	Right to Offset.....	20
f.)	Delays.....	20
g.)	Prepaid Fees.....	20
ARTICLE 10) GENERAL CONDITIONS.....		21
a)	Entire Agreement.....	21
b)	Counterparts.....	21
c)	Modifications and Amendments.....	22
d)	Governing Law and Jurisdiction.....	22
e)	Severability.....	22
f)	Assigns.....	23
g)	Cooperation.....	23
h)	Waiver.....	23
i)	Independent Contractor.....	23
j)	Governmental Joint Purchasing Agreement.....	24
ARTICLE 11) NOTICES.....		24
ARTICLE 12) AUTHORITY.....		25

Economic Disclosure Statement
Signature Pages

List of Exhibits

Exhibit 1	Scope of Services & Key Personnel
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Pickens Kane Moving & Storage, Co., doing business as a corporation of the State of Illinois, hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on November 13, 2013, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Moving Election Equipment & Supplies for 2014 & 2015 Elections. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the

approval of the Chief Procurement Officer in a written modification to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

"Department" means the Cook County Using Department.

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

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

b) Interpretation

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

c) Incorporation of Exhibits

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

- Exhibit 1 Scope of Services & Key Personnel
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) Scope of Services

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

b) Deliverables

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

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

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

c) Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and

confidential information and records of the County and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor 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. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

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

d) Personnel

i) Adequate Staffing

Contractor 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. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

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

iii) Salaries and Wages

Contractor and Subcontractors 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 Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, 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 Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

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

f) Insurance

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

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

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements

i) Insurance To Be Provided

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate Per Project	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverages:

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

(c) **Commercial Automobile Liability Insurance**

Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess Liability**

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

Each Occurrence:	\$4,000,000
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ii) **Additional Requirements**

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation, must name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. The Commercial General Liability policy shall specifically include ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalent. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

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

g) Indemnification

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

h) Confidentiality and Ownership of Documents

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

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

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of

this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and Contractors' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor'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, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

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

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a

period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

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

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

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, contractor and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist"

means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on December 1, 2013 ("**Effective Date**") and continue until November 30, 2015 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

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

c) Agreement Extension Option

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

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

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

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

g) Contractor Credits

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

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. 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, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

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

requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Contractor 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 Contractor 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 Contractor 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 contractor or subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor 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 County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor 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 Contractor 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 under Sections 9.1 and 9.3.

b) Ethics

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

(1) no officer, agent or employee of the County is employed by Contractor 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 Contractor 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 Contractor, 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 Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

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

e) Conflicts of Interest

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

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

iii) Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted

to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

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

v) The Contractor 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 County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor 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, Contractor 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

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Contractor'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 Contractor's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Section 7a. in the performance of the Agreement.
- (vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor 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 Contractor 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 Contractor 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 Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.2;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

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

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise

any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

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

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

d) Suspension

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and

conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

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

(ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or

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

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

f.) Delays

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

g.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the

effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

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

b) Counterparts

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

c) Modifications and Amendments

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

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

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

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other

provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Contractor

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

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

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

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11) NOTICES

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

If to the County: Office of the Cook County Clerk
Elections Department
69 West Washington Street, Suite 500
Chicago, Illinois 60602
Attention: Noah Praetz, Director of Elections

and

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

If to Contractor: Pickens-Kane Moving & Storage, Co.
410 N. Milwaukee Avenue
Chicago, IL 60654
Attention: Michael F. Munroe, CEO

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Scope of Services & Key Personnel

Requirements

Contractor shall provide moving of election equipment and supplies, and managing the delivery of Voting Supply Carriers (VSCs) to locations throughout suburban Cook County, outside of the City of Chicago, Illinois, from the Hawthorne Distribution Center (HDC), 4545 W. Cermak, Chicago, Illinois and election supplies from the George Dunne Cook County Administration Building, 69 W. Washington Street (69WW), Chicago, Illinois, for the 2014 and 2015 Elections. Contractor shall be responsible for delivery to all suburban Cook County voting precincts in each election except the February 2015 election. The number of precincts is subject to change over the term of the Contract.

The Contractor shall supply labor, equipment and personnel required to manage the movement and delivery of VSCs and other election-related supplies, materials and equipment.

Contractor's services are required for four (4) elections. Contract term extends from December 1, 2013 through November 30, 2015. The specific dates of elections listed below are subject to change.

2014:

General Primary Election: March 18, 2014

General Election: November 4, 2014

2015:

Consolidated Primary Election: February 24, 2015

Consolidated Election: April 7, 2015

1. Coordination & Supervision

For any of the following sections, Contractor is responsible for performing the following tasks in its oversight and supervision of Sub-contractors or Labor Contractors:

1.1 ROUTING

Contractor develops a routing strategy for the delivery and return of all Election equipment and supplies incorporating the HDC "Block Order" outlined herein; create and provide routing maps to all drivers, subcontractors and delivery services.

1.2 DIRECTING

Contractor shall assign delivery and return routes to all subcontractors, drivers and delivery services; contact and verify delivery and pick-up schedule with each precinct polling place; schedule HDC loading

dock time and communicate pick-up and delivery schedule to all drivers, subcontractors and delivery services; supply staffing, including supervisory personnel at HDC or wherever appropriate; hold briefing sessions with drivers, subcontractors and delivery services, conduct and advise of emergency situation procedures; and give direction on procedures for reporting damages.

1.3 MANAGING

Contractor manages all activities of any drivers, subcontractors and delivery services, as the case may be.

1.4 MONITORING

Contractor monitors the activities, performance/non-performance and progress of the drivers, subcontractors and delivery services to ensure all tasks are being executed in a timely manner.

1.5 REPORTING

Contractor reports the activities, performance/non-performance, condition of labor and equipment, and status of the project to HDC management.

2. Election Judge/Equipment Manager Training Programs.

Contractor is required to route, pick up and deliver all training equipment for the Election Judge and Equipment Manager training programs beginning two to three months prior to Election Day as follows in each election except the February 2015 election.

2.1 Train the Trainer

Three (3) months prior to Election Day, Contractor is required to pick up from HDC and deliver to a single location up to twenty (20) fully-loaded VSCs to be used for training the trainers and either returned to HDC or delivered to another training site.

2.2 Equipment Managers and Election Judges Trainings

Approximately two (2) months prior to the election, Contractor is required to pick up from HDC up to twenty (20) fully-loaded VSCs and deliver them to multiple training locations throughout suburban Cook County. During the training period, the VSCs for each of the four training teams must be moved from one training location to another twice a week. At the end of the training period, training VSCs must be picked up from the final training sites and returned to HDC two (2) days prior to Election Day.

3. Voter Registration Program

Contractor is required to pick up voter registration materials on two (2) separate days as follows:

- A.** Pick up any registration materials twenty-seven (27) days prior to Election Day at all one hundred and twenty-six (126) city and village clerks' offices between 9:00 a.m. and 4:00 p.m. and deliver these materials to the Election Department at 69WW the same day. An Econoline truck or van may be used in moving these materials.

- B.** Pick up any registration materials approximately twenty-six (26) days prior to Election Day at the thirty (30) township clerks' offices and five (5) suburban County Clerk offices. These must be done between 9:00 a.m. and 4:00 p.m. and materials must be delivered to Election Department at 69 WW.

4. Early Voting/Grace Period Voting

4.1 Early Voting.

Contractor is required to pick up Early Voting equipment and supplies from HDC and deliver Early Voting sites nineteen (19) days prior to Election Day. These deliveries will consist of at least five (5) DREs, two (2) HAATs and a canvas bag of materials for each site. Equipment and supplies must be picked up from all Early Voting sites - no earlier than 5:30 p.m. and no later than 6:00 p.m. on the final day of Early Voting - three (3) days prior to Election and delivered to HDC no later than 8:00 p.m. the same day. Additional pick-ups will be required for each of the five (5) Cook County Clerk Suburban Offices on the day before Election Day.

4.2 Grace Period Voting.

Grace Period Voting equipment and supplies must also be picked up from HDC and delivered to the initial Grace Period Voting sites, the five (5) suburban County Clerk offices located in Cook County Courthouses and to 69 WW, twenty-nine (29) days prior to Election Day.

Cook County Clerk Suburban Offices

North suburbs/Skokie

5600 W. Old Orchard Road, Room 149

Skokie, IL 60077

(847) 470-7233

Northwest suburbs/Rolling Meadows

2121 Euclid Ave., Room 238

Rolling Meadows, IL 60008

(847) 818-2850

West suburbs/Maywood

1311 Maybrook Square, Room 104

Maywood, IL 60153

(708) 865-6010

South suburbs/Markham

16501 S. Kedzie, Room 238

Markham, IL 60426

(708) 21 0-4150

Southwest suburbs/Bridgeview

10220 S. 76th Ave., Room 238

Bridgeview, IL 60455

(708) 974-6150

5. Voting Supply Carriers (VSCs)

Contractor is responsible for the pick-up, delivery and return of the VSCs per the instructions outlined in sections A-I below. There are approximately 1673 precincts and 1110 polling places for the March 2014, November 2014, and April 2015 elections. The February, 2015 election will have approximately 400 precincts and 300 polling places. Each precinct has one or more VSC to be picked up from HDC and delivered throughout the thirty (30) townships in suburban Cook County to the polling places. VSCs are 5'x3'x6' and weigh approximately 750-800 pounds with required equipment and supplies.

A. Contractor shall use a semi-trailer in the movement of VSCs. Contractor is required to have available at least 10 tractor semi-trailer trucks with 53-foot trailers with enclosed cargo compartments capable of carrying a minimum of 30 VSCs per route or 20 straight line trucks of at least 24 feet in outside length with enclosed cargo compartments and capable of carrying a minimum of 15 VSCs per route. Each row of VSCs must be strapped down and each VSC must be blanketed. All trucks must be equipped with lifts. All vehicles required in any route must be utilized as determined by VSC availability in order to ensure that deliveries are completed prior to Election Day.

B. The VSCs are to be trucked from the rear only. They are to be loaded onto the Contractor trucks at one level. Under no circumstances are the VSCs to be stacked one on top of another.

C. Contractor is required to train all personnel moving the equipment on how to move and transport the VSC correctly. Contractor is required to verify that subcontractors and laborers have been properly trained in the handling of equipment such as loading, unloading, strapping and blanketing VSCs. All trailers are to be inspected internally prior to dispatch to HDC to ensure they are in safe, usable condition and that floor boards are free of holes and obstacles.

D. Contractor is required to manage the personnel and trucks so as to make all pickups and deliveries within the time frame set out in paragraph E. below, utilizing as many as eleven (11) docks simultaneously.

E. VSCs are picked up from HDC starting on Saturday ten (10) days prior to the Election, with deliveries commencing on the following Monday eight (8) days prior to the Election. Delivery must be completed by the Monday one day before the election. Routing and routing maps are created by the Contractor based on the Clerk's polling place locations. The Clerk will supply polling place delivery locations and instructions approximately twelve (12) days prior to Election Day dependent on factors not necessarily in direct control of the Clerk. If staging and pick-up cannot start on the Monday eight (8) days prior to Election Day, Contractor is required to have staff and equipment available to complete delivery of 90% of the VSCs by 4:00 p.m. the Friday prior to Election Day. It is imperative that the 90% of the VSCs be delivered by Friday prior to Election Day in order for the Election Judges to have an opportunity to ascertain that all of their supplies are in the VSC.

There will be approximately 10% of the VSCs that will be delivered the Monday prior to Election Day. These must be delivered by noon. Each and every VSC must be delivered by noon on Monday prior to Election Day.

F. Contractor shall make accommodation for as many as 100 (100) "B" VSCs (second VSCs) to be delivered to precincts determined by HDC Manager prior to Election Day except for the February 2015 election.

G. The Contractor must have the staff available, and make arrangement, if necessary, on the Saturday, Sunday and Monday before Election Day to move VSCs to a different location at the polling place if necessary. These requests are minimal, but they must be handled promptly with no additional charges.

H. Contractor is required to have a delivery card signed at the polling place for each VSC delivered and return these cards to its office on a daily basis for inventory control. This is required by HDC management in case a question relative to the location of a VSC is raised. If a VSC is damaged during delivery, the Contractor must notify HDC management immediately and not delay until the signed delivery cards are returned at the end of the day. HDC management

will assess damage to the equipment and test the electronic voting machines contained in the VSC to determine whether replacements are needed.

I. Beginning Wednesday morning, the day after Election Day, VSCs are picked up and returned to the HDC loading docks. Absolutely no pick up shall begin prior to 10 AM on the Wednesday following the Election. From the loading docks, Contractor will move the VSCs to specific designations on the HDC floor as designated by HDC management (see Block Order floor plan). All VSCs must be picked up and returned to HDC within seven (7) days after Election Day.

6. Nursing Home Voting

Five (5) days prior to Election Day, Contractor will deliver absentee voting materials to the personal residences of the Election Judges who will be conducting Nursing Home Voting. Materials to be delivered include one or two (1-2) wheeled bags for each nursing home which contain paper ballots, forms and supplies. No DREs are used for Nursing Home Voting. For the February, 2015 election there will be 75 deliveries. All other elections will be up to 225 deliveries per election.

7. Six a.m. Delivery Envelopes

On Election Day, Contractor is required to deliver 6:00 a.m. Delivery Envelopes to each and every precinct by 6:00 a.m. These 12"x19" envelopes contain important last-minute materials for conducting the election and will be available at 69WW by 7:00 p.m. Monday prior to Election Day.

8. Election Day Stand-By Crews

A. Field: Contractor must provide three (3) stand-by crews, starting at 5:00 A.M. on Election Day until the close of all polls, for any changes in the movement of Election equipment. One stand-by crew shall be located in the north suburbs, one in the south suburbs and one in the west suburbs. A stand-by crew shall consist of two (2) trucks (either semi-trailers or straight trucks) staffed by two (2) individuals per truck until 9:00 am and two (2) Econoline type vans after 9:00 a.m. The stand-by crews must have dispatching and supervisory capabilities and 2-way, direct, immediate communication capabilities to Contractor.

B. HDC: Contractor must have up to twenty (20) stand-by crews at HDC from 6:30 a.m. through 4:30 p.m. for emergency deliveries of DREs to the Remote Distribution Centers. These deliveries can be made by bonded delivery vehicles. Each delivery may contain up to four (4) DRE units.

C. RDCs: The Contractor must have one semi-tractor truck at the following RDCs for Hanover/Schaumburg, Maine, Wheeling, and Worth; and two straight trucks at the following RDCs for Barrington/Palatine, Berwyn/Cicero/Riverside, Bloom/Rich, Bremen/Calumet, Lemont/Orland/Palos, Lyons/Stickney, Proviso, and Thornton. The Contractor must have one or two bonded delivery vehicles at each of the RDCs from 5:30 p.m. through closing on Election Day to transport election materials in secure pouches to HDC.

D. Election Night Coverage - Remote Distribution Centers (RDCs)

The Contractor is required to provide at least one truck (either semi-trailer or straight truck) and a crew of a sufficient number of employees to each of the RDCs to transport Election materials to HDC, including, without limitation:

- 1). Boxed election materials;
- 2). Wheeled ballot bags;
- 3). All miscellaneous materials brought back by Election Judges and by Clerk employees to the RDCs.

The Contractor must provide the required number of speed packs and legal totes to each RDC site on Election night. The exact number will be determined prior to Election night. Trucks should be available from 5:30 P.M. until the closing of the RDC locations.

Moving Election Equipment and Supplies Timetable		
ITEM	DESCRIPTION	DATES
2.	Election Judge/Equipment Manager Training	2-3 Months through 2 days prior to Election Day
3.	Pickup of Initial Election Materials	2-3 Months prior to Election Day (Contractor to provide)
4.1	Early Voting Equipment and Materials Delivery	<ul style="list-style-type: none"> • Deliver: 19 Days prior to Election Day • Pickup: 3 Days prior to Election Day
4.2	Early Voting Materials	<ul style="list-style-type: none"> • Deliver: 29 Days prior to Election Day • Pickup: 3 Days prior to Election Day
5.	Manage the delivery of 90% of VSCs	8 days (Monday) through 4 days (Friday) prior to Election Day

5.	Manage the pick-up of PVCs from Polling Places and Delivery to the HDC no later than 10:00am on the day after the Election	1-7 Days after Election Day
6.	Nursing Home Voting Supply Bags and material	<ul style="list-style-type: none"> • Deliver: 5 Days prior to Election Day • Pickup: 4 Days (Friday) prior to Election Day
7.	Ball Envelope Delivery	1-7 Days after Election Day
8.A	Election Day Stand-by crews - Field	Three crews from 5:00am until the close of polls on Election Day
8.B	Election Day Stand-by crews - HDC	10-15 standby cabs from 6:30am to 4:30pm on Election Day
8.C	Election Night – RDCs	1-2 Trucks – straight or semi – from 5:30pm until Closing at each RDC for Pickup and Delivery to HDC

Other Requirements

9. REIMBURSEMENTS

The Contractor shall not be reimbursed or be entitled to additional compensation for any minor variations in instructions given by the Cook County Department of Elections or the Specifications, since such should be anticipated. Minor variations include, without limitation, changes in delivery from one location to another, changes in quantities delivered to a site. The Clerk shall not honor any charges beyond the established Contract Price, with the exception of mutually agreed Miscellaneous Moves.

10. FORFEITURE OF BOND

If damage occurs to County property as a result of the Contractor fulfilling its responsibilities outlined in the time frame dictated, the County has the right to use the bond to pay to repair/replace property.

11. PERFORMANCE

It is the sole responsibility of the Contractor to assure that all tasks set forth in Scope of Services are completed in the time frame dictated and, if necessary, required to call on additional resources in an emergency situation. The Contractor must have the staff to accomplish all of the tasks in the Scope of Services in the time frames set forth in this Contract. It shall be the responsibility of the Contractor to ensure the delivery of all items in good condition. The Contractor must also be able to adapt to delays due to court litigation or any other matter including delay caused by the delivery of early voting or absentee materials and/or Voting Supply Carriers. If any items are damaged in shipping, it shall be the sole responsibility of the Contractor moving the equipment to submit a damage report to the HDC Manager, and reimburse the Clerk for the cost of new replacement items. If any polling place is damaged during delivery or pick-up of VSCs or other election materials it is the responsibility of the Contractor to contact the Proprietor of the polling place and to reimburse the Proprietor for damages. Further, the Contractor shall submit a damage report to the HDC Manager with the location, time, date and type of damage within 24 hours after damage occurs. It is the responsibility of the Contractor to respond and ensure operations continue in the time frame dictated despite problems with damaged equipment.

The Contractor bears sole and ultimate responsibility for the successful completion of the entire election moving operation, through its management of the Sub-Contractors, if any, and Labor Contractors, as well as its own efforts.

12. CONTRACTOR'S COMMUNICATION CAPABILITIES

The Contractor is required to have direct communication capabilities and tracking capabilities to communicate, at any time with any truck, during the delivery and pick-up of supplies and material in the event that any unforeseen problems occur at any precinct location, with the routing of personnel and/or equipment, or any other situation where management needs to facilitate a response and direct labor so as not to jeopardize the integrity of the election. Contractor also needs to have direct communication and tracking capabilities with any truck at any time in order to keep HDC management apprised of the exact status of all supplies and materials and must demonstrate a communications network that enables the Contractor/Project Manager to communicate with labor, personnel and HDC management. Proposal must include description of the compatible communication capabilities that will ensure no more than a 10-minute response time required by any sub-contractors. For each day described in this RFP, Successful

Proposer must staff a 24 hour per day, 7-day week telephone so that HDC management can be in contact with the Contractor at all times.

13. PERFORMANCE BONDS

13.1 Driver's Performance.

The Successful Proposer shall be required to furnish evidence that it and all of its drivers are appropriately licensed by the State and bonded by a surety that meets the approval of the County. The bond and surety are subject to the right of reasonable approval by the County.

13.2 General Performance.

The Successful Proposer shall be required to furnish a performance Bond upon award of the Contract, in the penal sum of the full amount of the Contract, from a surety company meeting the requirements set forth in the General Conditions. The Proposal must be accompanied by a letter from Contractor's surety certifying that said surety has read the requirements set forth in the General Conditions and will issue the required bond upon award of the Contract by the Board of Commissioners of Cook County.

14. SECURITY

Because of the sensitivity of this RFP, the Contractor is expected to impose strict security guidelines upon its personnel and employees in the delivery of the election materials so that election materials are delivered only to locations specified by the Clerk and further that no officer, agent, employee or other person may be permitted to tamper with, in any manner, the election materials. Such tampering may be a criminal violation of the Election Code of Illinois or Illinois Compiled Statutes or other applicable law.

15. CLEAN-UP

Contractor shall remove all crates, boxes and other debris brought in by the Contractor or created by the Contractor in the performance of this RFP.

Key Personnel

The Contractor has identified the following key personnel that are committed to the project. The Chief Procurement Officer reserves the right to reject any key personnel proposed if it is determined in the County's best interest. The evaluation of proposals includes the qualifications of the personnel proposed; therefore, proposers will name key personnel as part of their proposal. Key Personnel must not be replaced during the project without the approval of the Chief Procurement Officer.

Michael F. Munroe

Mr. Munroe has spent nearly his entire life working for Pickens-Kane. Starting as a move helper at age 13 and culminating with his appointment as Chairman in 1985, under his direction and his brother James P. Munroe, along with the rest of the senior management staff, the firm has grown four-fold in terms of annual revenue, facility space and additional services, such as furniture installation, records management and fine arts services. Mr. Munroe has held virtually every role one can at the company and his dedication and passion has enabled him to excel at each and every position. Mike was one of the first project managers to oversee the Cook County Board Elections Project when PK was first awarded the contract and has been involved in one way or another ever since.

Tony Drapak

Tony has been with Pickens-Kane for 16 years. He is the Vice President of Operations. He also serves as being in charge of training and has worked as liaison between Pickens-Kane and Local 705, International Brotherhood of Teamsters involving union contract negotiations. He has also acted as a Senior Project Manager for numerous major relocations.

For the duration of the Cook County Board of Election project Tony will possess minimal work responsibility outside this project.

Mike Munroe Jr.

Mike Munroe Jr. has over the past six years handled as Project Manager many large moves such as Jones Lang LaSalle Corporate, Harris Bank, McGraw Hill and many others. Recently he was instrumental in the relocation of Jenner & Block (360,000 sq. ft.) and Mesirow Financial (300,000 sq. ft.). His overall responsibility included overseeing the tagging, placarding and handling of move crews. Mike has always

found ways to make relocations come in on time and economical as possible. His work ethic and energy rubs off on those around him. He welcomes challenges and is quick to adjust to the needs of the customer. Mike Munroe has been working on the Cook County Board of Election project for the past 8 years.

For the duration of the Cook County Board of Election project Mike Munroe will possess no other work responsibility outside of this project.

Erin Madden

Erin joined Pickens-Kane after her graduation from Dayton University in 2001 with a B.A. in Sports Management. She began working as a Customer Service Representative in our Records Retention division. Her client first attitude allowed for her to help design software changes in our reporting system. She then began supporting our management in procurement activities such as specifying needs and writing requests for proposals for our technology software, telephone, social media and advertising needs.

Erin continued to work with our clients as a Project Manager on major logistical projects for the advance warehousing, inventory reporting, delivery, placement and installation of all new furniture, fixtures and equipment for Northwestern Hospital, Rush University Hospital, Lurie Children Hospital and The University of Chicago Hospital engagements.

For the past six years, she has been responsible as Senior Manager in our participation as general contractor overseeing the delivery and pickup of all election equipment and materials for Cook County, Illinois. Erin and husband Dan and son Dan Jr. reside in Chicago.

For the duration of the Cook County Board of Election project Erin Madden will possess no other work responsibility outside of this project.

Steve Henry

Steve has been with Pickens-Kane for approximately 30 years. He has acted as Senior Project Manager for many large relocations. In addition, he has handled the receiving, inspection and redelivery of new furniture for many large companies, as well as numerous "Furniture Fixture & Electronics (FF&E) projects for many hotels and hospitals. He has been recognized as an invaluable resource for Pickens-Kane. In tenure Steve has worked on the Cook County Board of Election project in numerous positions.

For the duration of the Cook County Board of Election project Steve will possess minimal work responsibility outside this project.

Patrick McAleer

Patrick has worked for Pickens-Kane for over 30 years. He has worked on the trucks and until his promotion to foreman of the Ogden warehouse. From Ogden he moved onto the Dispatch office of the main warehouse until he then subsequently climbed the ranks further to Operation Manager where he has remained for the past 15 years. Throughout his tenure Patrick has worked on the Cook County Elections project in one manner or another since 1980.

For the duration of the Cook County Board of Election project Pat will possess minimal work responsibility outside this project.

Bill Hayes

Bill has been with Pickens-Kane for over 30 years as a Mover, Dispatcher, and Supervisor. He has helped schedule and coordinate large moves throughout his 15 years in the operations office. He has supervised many large office moves. As mover, driver and dispatcher, Bill has been working on virtually every aspect of the Cook County Board of Elections Project since PK first began working with the Cook County Board of Elections.

For the duration of the Cook County Board of Election project Bill will possess minimal work responsibility outside this project.

Tom Connolly

Tom has been with Pickens-Kane since 1998. He started as a warehouseman and mover. He has supervised several relocation moves. His main job now is to supervise and manage the warehouse at our downtown facility. His duties as a Warehouse Manager is to supervise 6-10 warehousemen and to maintain the inventory and storage on a daily basis and also to ensure that the thousands of pieces of furniture we receive annually is inventoried & stored in a proper and efficient manner.

For the duration of the Cook County Board of Election project Tom will possess minimal work responsibility outside this project.

Kevin J. Munroe

Mr. Munroe is a Warehouse Manager at Pickens-Kane Companies. After years of working part-time as a mover, he joined the firm full-time in 2011 after graduating from American University. With his extensive hands-on experience, Kevin knows what it takes to effectively manage a warehouse crew to assure optimal results. Kevin has managed the Cook County warehouse for the past 3 elections and

continues to find new efficient, cost-savings methods to reduce the time and labor needed to deliver and return the VSC's. No matter the curveball thrown his way, he enjoys the logistical challenge.

For the duration of the Cook County Board of Election project, Kevin will possess no other work responsibility outside of this project.

Kurt Opon

Mr. Opon has been a valued member of the Pickens-Kane team for over 12 years. Before coming to PK, Kurt managed kitchens as the head chef for numerous large scale restaurants and Golf Clubs throughout the Chicago. He has tremendous experience managing a crew and for the last five years has worked as the Warehouse Foreman for the Cook County Elections Project for the last 6 years. Kurt's leadership skills are the principle reason he continues to climb the ladder.

For the duration of the Cook County Board of Election project Kevin will possess no other work responsibility outside of this project.

EXHIBIT 2

Schedule of Compensation

Maximum Compensation

Maximum Compensation under this contract may not exceed
\$2,364,845.00

Appendix II: PRICING PROPOSAL FORM
 Moving Election Equipment and Materials - 2014/2015

Item No. Election Details	Activity Cost		
	Item 1	Item 2	Item 3
1 March 2014 Primary - Townships: 30 - EV Sites: 50 - Precincts: 1673 - Polling Places: 1000 - VSCs: 1773 - RDCs: 19 - Speed Packs/RDC: 15	2 November 2014 General - Townships: 30 - EV Sites: 50 - Precincts: 1673 - Polling Places: 1000 - VSCs: 1773 - RDCs: 19 - Speed Packs/RDC: 15	3 February 2015 Consolidated Primary Townships: 5 - EV Sites: 5 - Precincts: 400 - Polling Places: 300 - VSCs: 400 - RDCs: 5 - Speed Packs/RDC: 15	4 April 2015 Consolidated - Townships: 30 - EV Sites: 50 - Precincts: 1673 - Polling Places: 1000 - VSCs: 1773 - RDCs: 19 - Speed Packs/RDC: 15
Trainings	\$35,521	\$35,521	\$35,521
Voter Registration	\$7,425	\$7,425	\$1,500
Early Voting Grace Period	\$31,680	\$31,680	\$5,132
Predict VSCs	\$388,871	\$388,871	\$81,714
Nursing Homes	\$17,137	\$17,137	\$7,900
Election Day Gam Envelope	\$130,631	\$130,631	\$27,350
Election Day Stand-by	\$17,693	\$17,693	\$3,574
Election Night RDCs	\$38,064	\$38,064	\$7,690
Total	\$736,322	\$736,322	\$155,879

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JY

DATE (MM/DD/YYYY)

08/21/13

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

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

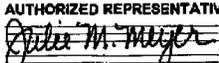
PRODUCER The Horton Group, Inc. - PEW www.thehortongroup.com N19W24101 North Riverwood Dr. Waukesha, WI 53188 Curt Emery / Tony Hopkins	Phone: 262-347-2600 Fax: 262-347-2700	CONTACT NAME: Julie Meyer PHONE (A/C, No, Ext): 262-347-2678 FAX (A/C, No): E-MAIL ADDRESS: julie.meyer@thehortongroup.com PRODUCER CUSTOMER ID #: PICKEN1													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: American Guaranty & Liability</td> <td></td> </tr> <tr> <td>INSURER B: Brickstreet Mutual Insurance C</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Guaranty & Liability		INSURER B: Brickstreet Mutual Insurance C		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Pickens-Kane Moving & Storage Co. 410 N Milwaukee Avenue Chicago, IL 60654-5515															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	9222887	06/01/13	06/01/14	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 Comp Ded	X	9222887	06/01/13	06/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		9224612	06/01/13	06/01/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A X	WCB1016622	12/01/12	12/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cargo Liability		9222887	06/01/13	06/01/14	Per Veh 250,000
A	Warehouse Legal		9222887	06/01/13	06/01/14	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional insured with respect to general liability on a primary and non-contributory basis, subject to all policy terms and provisions per CG2026 and CG2037 and U-GL-1327: Cook County, its officials, employees and agents. Waiver of subrogation applies to general liability per U-GL-925 and Workers' Compensation per WC 00 03 06, subject to all policy terms **continued**

CERTIFICATE HOLDER COOKC16 Cook County Dept of Risk Management / Office of the Chief Procurement Officer 118 N. Clark Street, Room 1018 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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NOTEPAD:

HOLDER CODE **COOKC16**
INSURED'S NAME **Pickens-Kane Moving &**

PICKEN1
OP ID: JY

PAGE 2
DATE 08/21/13

and provisions. Transfer of Rights of Recovery Against Others applies to auto liability if any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, the rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after accident/loss to impair them.

Policy Number: WCB1016622

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State

Description

IL

Any party with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date:

Policy Number:

Endorsement No.:

Insured Name:

Premium:

Insurance Company:

Countersigned by

WC 00 03 13
(Ed. 4-84)

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SECTION IV. COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, is amended per the following:

1. The following paragraph is added under **a. Primary Insurance**:

This insurance is primary insurance as respects our coverage to an additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added under **b. Excess Insurance**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
FOR SHIPPERS AND LANDLORDS WHERE MOVES ARE TO OCCUR PER CERTIFICATES ON FILE WITH PROGRAM ADMINISTRATOR	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

FOR SHIPPERS AND LANDLORDS WHERE MOVES ARE TO OCCUR PER CERTIFICATES
ON FILE WITH PROGRAM ADMINISTRATOR

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

A. Cancellation (Common Policy Conditions) is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2. We may cancel this policy by mailing to you written notice stating the reason for cancellation. If we cancel:
 - a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - b. For a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
 - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the policy;
 - d. The risk originally accepted has measurably increased;
 - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured;
or

f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

If we decide not to renew or continue this policy, we will mail you and your agent or broker written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. Mailing Of Notices

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.



August 23, 2013

County of Cook
Office of the Chief Procurement Officer
118 N. Clark Street, Room 1018
Chicago, IL 60602

Re: Pickens-Kane Moving & Storage Company
Project: Moving Election Equipment & Materials for 2014 & 2015, RFP No.: 1335-12863

To Whom It May Concern:

Pickens-Kane Moving & Storage Company is a valuable client of Travelers Casualty and Surety Company of America, an A+ XIV A.M. Best rated company

It is our opinion that Pickens-Kane Moving & Storage Company is qualified to perform the above captioned project, which we understand has an estimated value of approximately \$2,500,000. At their request, we will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Pickens-Kane Moving & Storage Company and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Pickens-Kane Moving & Storage Company enjoys an excellent reputation for quality service and customer satisfaction. I recommend this fine company for your favorable consideration.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

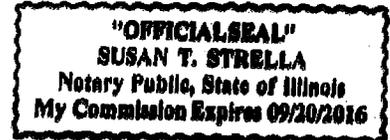
A handwritten signature in cursive script, appearing to read "John J. Naso, Jr.".

John J. Naso, Jr., Attorney-in-Fact
Travelers Casualty and Surety
Company of America

STATE OF ILLINOIS
COUNTY OF WILL

I, Susan T. Stella, a notary public in and for the state and county aforesaid, do hereby certify that John J. Naso, Jr. of Orland Park, Illinois who is personally known to me, appeared before me this day and acknowledged that he signed, sealed and delivered the foregoing instrument as his free and voluntary act as Attorney-in-Fact of the Travelers Casualty and Surety Company of America, and as the free and voluntary act of the Travelers Casualty and Surety Company of America, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of August, A.D. 2013.



My commission expires 09/20/2016
NOTARIAL JURAT

Susan T. Stella

Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-in Fact No. 223203

Certificate No. 005237066

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John J. Naso, Jr., Kristan F. Retusnic, Rene' Roulo, and Pamela S. Higginbotham

of the City of Orland Park/Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of October 2012

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 17th day of October 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin B. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of August, 2013.

Kevin B. Hughes
Kevin B. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

EXHIBIT 4

Board Authorization

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.

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

MBE/WBE Firm: REO Movers & Van Lines, Inc.

Address: 7001 S. South Chicago Ave., Chicago, IL 60637

Email: andy@reomovers-storage.com

Contact Person: Robert Hughes Phone: 773-752-2100 ext. 209

Dollar Amount Participation: \$636,619.00

Percent Amount of Participation: 26.8 %

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

MBE/WBE Firm: _____

Address: _____

Email: _____

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: REO Movers & Van Lines, INC Certifying Agency: _____
 Address: 7001 S. South Chicago Ave. Certification Expiration Date: _____
 City/State: Chicago, IL Zip 60637 FEIN #: 36-4200291
 Phone: 773-752-2100 Fax: 773-753-8074 Contact Person: Robert Hughes
 Email: andy@reomovers-storage.com Contract #: 1335-12863

Participation: 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: N/A

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

Moving of VSC's, stand by crew and RDC picks.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:
\$636,619.00, 26.8% due Net 30 days.

(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 agree under Description of Service/ Supply and Fee/Cost were completed.

Robert Hughes
Signature (M/WBE)

Robert Hughes
Print Name

REO Movers & Van Lines, Inc.
Firm Name

August 21, 2013
Date

Subscribed and sworn before me

this 21 day of August, 2013.

Notary Public: [Signature]

SEAL

Michael P. Munroe, Jr.
Signature (Prime Bidder/Proposer)

MICHAEL P. MUNROE, JR.
Print Name

PICKENS KANE COMPANIES
Firm Name

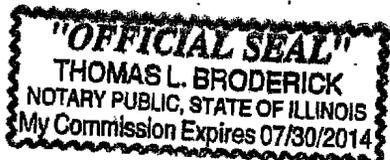
8/22/13
Date

Subscribed and sworn before me

this 21st day of August, 2013.

Notary Public: [Signature]

SEAL





City of Chicago
Richard M. Daley, Mayor
Department of
Procurement Services
Janis L. Rice
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-0010 (FAX)
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

October 13, 2009

Theresa B. Hughes, President
REO Movers & Van Lines, Inc.
7000 S. South Chicago Avenue
Chicago, Illinois 60637

Annual Certificate Expires:
Vendor Number:

September 1, 2010
720456

Dear Ms. Hughes:

Congratulations on your continued eligibility for certification as a MBE/WBE by the City of Chicago. This MBE/WBE certification is valid until September 1, 2013; however your firm must be re-validated annually. Your firm's next annual validation is required by September 1, 2010.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

**Residential and Commercial Relocation Services; Moving Services;
Hauling Services; Warehouse, Storage and Crating;
Sales of Moving Products**

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/la

IL UCP Host: City of Chicago



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

MBE/WBE Firm: Blue Cab Co
Address: 7417 Roosevelt Rd Forest Park, IL 60130
E-mail: jryan@bluecab.us
Contact Person: Joyce Ryan Phone: 708-583-6923
Dollar Amount Participation: \$194,786.47
Percent Amount of Participation: 8.2 %
*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 Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Blue Cab Co
Address: 7417 Roosevelt Rd
City/State: Forest Park, IL 60130
Phone: 708-583-6923 Fax: 708-583-6911
Email: jryan@bluecab.us

Certifying Agency: Cook County
Certification Expiration Date: 12/22/14
FEIN #: 36-0817010
Contact Person: Joyce Ryan
Contract #: 1335-12863

Participation: 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/ Contract:

Delivery Services for election materials. Voter registration pickup, nursing home bag deliveries, 6am envelopes, standby deliveries from HDC, all other deliveries requested by HDC

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:
8.2% or 194,786.41 30 days

(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.

Joyce Ryan
Signature (M/WBE)
Joyce Ryan
Print Name
Blue Cab Co
Firm Name
8/21/13
Date

Michael E. Munroe Jr.
Signature (Prime Bidder/Proposer)
Michael E. MUNROE JR.
Print Name
PICKENS RAVE COMPANIES
Firm Name
8/22/13
Date

Subscribed and sworn before me

this 21st day of August, 2013
Notary Public: Angel Moran

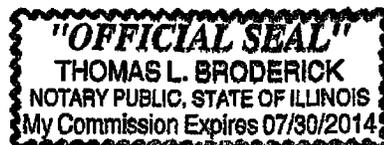
Subscribed and sworn before me

this 22 day of August, 2013
Notary Public: Thomas L. Broderick

SEAL



SEAL



THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRUCIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY O. SCHWEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. FODOLSKI	16th Dist.
		ELIZABETH ANN DODDY GORMAN	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

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

December 22, 2011

Ms. Jertyn Ugaste, President
Blue Cab Co.
7417 Roosevelt Road
Forest Park, IL 60130

Annual Certification Expires: December 22, 2012

Dear Ms. Ugaste:

We are pleased to inform you that Blue Cab Co. has been Re-certified as a WBE by Cook County Government. This WBE Certification is valid until December 22, 2014; however your firm must be revalidated annually. Your firm's next annual validation is required by December 22, 2012.

As a condition of continued Certification during this three (3) year period, you must file a "No Change Affidavit" within sixty (60) business days prior to the date of annual expiration. Please include the non-refundable fee of \$50.00, payable to Cook County Department of Revenue. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

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

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

Transportation: Taxi, Ground Transportation, Courier and Delivery Services

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

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

Sincerely,

LaVerne Hall
Director
LH/ek

**THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT**

Earlton Collins
Robert Stoko
Jerry Butler
William M. Bowens
Deborah Sims
John P. Murphy
Jesus G. Garcia
Edwin Reyes
Peter N. Ghazali

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

Baldert Gahner
John P. Dalry
John A. Fehney
Lawrence Saffadin
Gregg Goodin
Timothy O. Schneider
Jeffrey R. Tobolski
Elizabeth Ann Doody Gorman

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



**COUNTY OF COOK
BUREAU OF FINANCE
OFFICE OF CONTRACT COMPLIANCE
PAULETTE BROOKS
INTERIM DIRECTOR**

County Building
118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL: (312) 603-5502

December 31, 2012

Joyce Ryan, Director
Blue Cab Co.
7417 Roosevelt RD.
Forest, IL 60130

Dear Ms. Ryan:

Thank you for your interest in Cook County's Minority and Women Business Enterprise (MBE/WBE) Program. Your Application was received on December 24, 2012.

The Office of Contract Compliance will conduct a thorough investigation of your Application. The Compliance Officer assigned will verify statements and review documents prior to a site visit. Barring delays caused by your submission of incomplete documentation and/or the complexity of your Application, we estimate that the process should take no more than ninety (90) business days.

We look forward to working with you. If you have any questions regarding the status of your Application, please feel free to contact me at 312-603-5267.

Sincerely,

ErnNesha Kerr
ErnNesha Kerr
Compliance Officer



THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT



COUNTY OF COOK
BUREAU OF FINANCE
OFFICE OF CONTRACT COMPLIANCE

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

County Building
118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL: (312) 603-5502

February 5, 2013

Jerilyn Ugaste
Blue Cab Co.
7417 Roosevelt RD.
Forest Park, IL 60130

Re: Cook County MBE/WBE/VBE Certification Extension

Dear Ms. Ugaste:

Please be advised that your status as a certified Minority Business Enterprise (MBE), Women's Business Enterprise (WBE) and/or Veteran Business Enterprise (VBE) has been extended until **June 30, 2013**.

This extension is provided to ensure a thorough review of your company's documentation and to allow your company the time to submit additional information and documents if requested.

This **Certification Extension** does not guarantee continued eligibility in Cook County's MBE/WBE/VBE Program.

In responding to procurement opportunities, as evidence of your current MBE/WBE/VBE certification with Cook County, you may include this Extension Letter and most recent Certification Letter with your submission.

If you have any questions, please feel free to contact Paulette Brooks at (312) 603-5502.

Sincerely,

Paulette Brooks
Interim Contract Compliance Director

PB/ek

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

None

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

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

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

Yes: X No: _____

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

410 N. Milwaukee Avenue, Chicago, IL 60654

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

Yes: X No: _____

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

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

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

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): See Statement #1

(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.

PICKENS-KANE MOVING & STORAGE CO.
List of Real Estate Owned in Cook County
As of August, 2013

PROPERTY ADDRESS

PERMANENT INDEX NUMBER

410 North Milwaukee, Chicago, IL

17 0910 8003
17 0911 0002
17 0826 1006

359 North Green, Chicago, IL

17 0840 7015

838 West Kinzie, Chicago, IL

17 0826 0007
17 0826 0008
17 0826 0009
17 0826 0010
17 0826 0011

909 West Bliss, Chicago, IL

17 0540 6003
17 0540 6005

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-810 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 Pickens-Kane D/B/A: _____ EIN NO: 36-2259540

Street Address: 410 N. Milwaukee Avenue

City: Chicago State: IL Zip Code: 60654

Phone No.: (312) 942-0330

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
See Statement #2		

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 or 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.

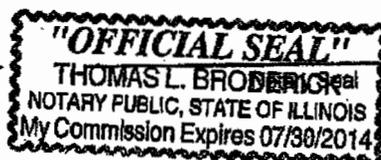
MICHAEL E. MUNROE JR.
Name of Authorized Applicant/Holder Representative (please print or type)
[Signature]
Signature
M.MUNROE@PICKENS.RANGE.COM
E-mail address

CEO & SEC.
Title
8/29/13
Date
312 942 0335
Phone Number

Subscribed to and sworn before me this 22 day of AUG, 2013

My commission expires: 07/30/2014

[Signature]
Notary Public Signature



PICKENS-KANE MOVING & STORAGE CO.
410 N. Milwaukee Avenue, Chicago, IL 60654
2013 List of Owners having more than a 5%

<u>NAME</u>	<u>PERCENT OWNED</u>	<u>ADDRESS</u>
James P. Munroe President & Director	18%	38 N. Wildwood Dr. Prospect Heights, IL 60070
Michael F. Munroe Jr. Chairman / Corporate Secretary & Director	20%	6955 N. Tonty Chicago, IL 60646
Michael F. Munroe Marital Trust Mary C. Reidy, Administrator	24%	811 Carol Lane Mt. Prospect, IL 60056
Barbara Munroe-Diamond	7.7%	8643 Stolting Road Niles, IL 60714
Mary C. Reidy Director	7.7%	811 Carol Lane Mt. Prospect, IL 60056
Estate of John J. Munroe Daniel B. Munroe, Administrator	7.7%	2858 W. Barry, Apt. G Chicago, IL 60618
Sally Sharkey Director	7.7%	726 S. Vine Park Ridge, IL 60068

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: Michael F. Munroe Jr Title: Secretary

Business Entity Name: Pickens-Kane Mov. & Storage Phone: (312) 942-0330

Business Entity Address: 410 N. Milwaukee Avenue, Chicago, IL 60654

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.

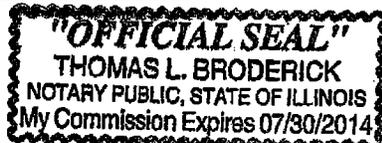
To the best of my knowledge and belief, the information provided above is true and complete.

Michael F. Munroe Jr Date: 8/20/13
Owner/Employee's Signature Date

Subscribe and sworn before me this 22 Day of August, 2013

a Notary Public in and for Cook County

Thomas L. Broderick
(Signature)



NOTARY PUBLIC
SEAL

My Commission expires 07/30/2014

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 CORPORATION
(SECTION 9)**

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 Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Pickens-Kane Moving & Storage Co.

BUSINESS ADDRESS: 410 N. Milwaukee Avenue
Chicago, IL 60654

BUSINESS TELEPHONE: (312) 942-0330 FAX NUMBER: (312) 243-2728

CONTACT PERSON: _____

FEIN: 36-2259540 *IL CORPORATE FILE NUMBER: 1868-849-2

LIST THE FOLLOWING CORPORATE OFFICERS:

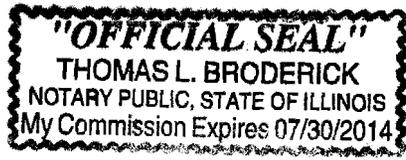
PRESIDENT: James P. Munroe VICE PRESIDENT: Tony Drapak

SECRETARY: Michael F. Munroe TREASURER: Thomas Broderick

**SIGNATURE OF PRESIDENT: _____

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this
12th day of NOVEMBER, 2013



My commission expires:
JULY 30, 2014
Notary Seal

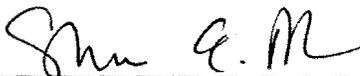
X [Signature]
Notary Public Signature

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

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

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 15 DAY OF NOVEMBER, 2013.

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER
1335-12863

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 2,364,845.00
(DOLLARS AND CENTS)

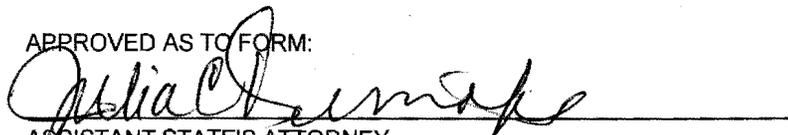
FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

NOV 13 2013

COM _____

APPROVED AS TO FORM:



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