PROFESSIONAL SERVICES AGREEMENT

Countywide Title Services for Real Estate Transactions and Property Ownership Searches

BETWEEN

COOK COUNTY GOVERNMENT

Bureau of Asset Management
Real Estate Management Division
Countywide

AND

Greater Illinois Title Company, Inc.

CONTRACT NO. 1528-14540

PROFESSIONAL SERVICES AGREEMENT

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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 Greater Illinois Title Company, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Chief Procurement Officer.

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Countywide Title Services for Real Estate Transactions and Property Ownership Searches. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant 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 Consultant 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 Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant 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.

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

"**Using Agency**" shall mean the department of agency within Cook County including elected officials.

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 tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Services
Exhibit 2	Key Personnel / Organization Chart
Exhibit 3	Schedule of Compensation
Exhibit 4	Evidence of Insurance
Exhibit 5	Minority and Women Owned Business Enterprise Commitment Policy and Goals / Utilization Plans
Exhibit 6	Identification of Subconsultants
Exhibit 7	Certification for Consulting or Auditing Services
Exhibit 8	Economic Disclosure Statement and Execution Document

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

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 Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant 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 Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant 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 Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant 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, Consultant agrees to be held to the standard of care of a fiduciary.

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

If Consultant fails to comply with the foregoing standards, Consultant 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 Consultant 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 Consultant either under this Agreement, at law or in equity.

d) Personnel

i) **Adequate Staffing**

Consultant 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. Consultant 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 Consultant 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**

Consultant 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 Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant 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 2, Key Personnel.

iii) **Salaries and Wages**

Consultant and Subconsultants 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 Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, 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 Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Owned Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant 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, which are set forth in Exhibit 4. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 2 of the MBE/WBE Utilization Plan.

f) Insurance

The Consultant, 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 except paragraph (d) Excess Liability or unless specified otherwise.

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

Coverages

(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	$ 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**

When any vehicles are used in the performance of this contract, 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) **Umbrella/Excess Liability Insurance**

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:	$1,000,000

(e) **Professional Liability Insurance**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than $1,000,000 per occurrence. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal. Subcontractors performing professional services for the Contractor must maintain limits of not less than $1,000,000 per occurrence with the same terms in this section.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, must name Cook County, its officials, employees and

agents as additional insureds with respect to operations performed. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(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 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.

(1) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

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

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

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

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

g) Indemnification

The Consultant 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 Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. 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, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant 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.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant'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, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant'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 Consultant 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 Consultant 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 Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant 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 compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant 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 Consultant 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, Consultant 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 Consultant from its obligations or change the terms of the Contract. The Consultant 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 Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant 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 by completing the Identification of Subcontractor/Supplier/ Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant 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 Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant 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 Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant'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 Consultant is uncertain whether a disclosure is required under this Section, the Consultant 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 Consultants and Subcontractor of the Consultant 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.

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

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 January 12, 2016 ("**Effective Date**") and continue until January 11, 2019 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant 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, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees nor 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 Consultant 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 renew this Agreement for 2 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 Consultant. 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 Consultant 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 Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

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 Consultant 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 Consultant. No payments will be made or due to Consultant 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-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant 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 Consultant 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 Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant 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 Agency. Consultant 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 Consultant 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 Consultant. 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, Consultant 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) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

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

The Consultant 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 Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant 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, Consultant:

i) warrants that Consultant 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 Consultant 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 Consultant 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 consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

v) 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 Consultant 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 Consultant 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

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.a and 9.c.

b) Ethics

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

(1) no officer, agent or employee of the County is employed by Consultant 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 Consultant 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 Consultant, 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 Consultant 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, Consultant 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) Consultant 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, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant 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 Consultant 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.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant 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 Consultant under this Agreement, Consultant 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, Consultant 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

Consultant and any assignee or Subcontractor of Consultant 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 Consultant to the County.

ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Consultant'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 Consultant'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 Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant 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 Article 7 in the performance of the Agreement.

vi) Consultant'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 Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant 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 Consultant 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 Consultant 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 Consultant fails to affect 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, Consultant 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 Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;

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 Consultant's compensation under this Agreement;

vi) The right to consider Consultant 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 Consultant to continue to provide the Services despite one or more events of default, Consultant 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.a and 9.b 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 Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant 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, Consultant 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 Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant 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. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b 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.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant 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. Consultant 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 Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant 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, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

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 Consultant's performance or non-performance;

ii) if the County exercises any of its remedies under Section 9.b 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, Consultant 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

Consultant agrees that no charges or claims for damages shall be made by Consultant 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, Consultant 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**

Consultant 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 Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

(a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;

(b) the nature of the Services to be performed;

(c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;

(d) the general conditions which may in any way affect this Agreement or its performance;

(e) the compensation provisions of this Agreement; or

(f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant 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. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant 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) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall 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 Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any 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 Consultant 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 Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant 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

Consultant 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, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

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 Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant'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 Consultant in writing.

i) Independent Consultant

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

This Agreement is between the County and an independent Consultant and, if Consultant 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 Consultant performing the Services required under this Agreement.

ii) Consultant 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.

iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

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.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

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

l) Force Majeure

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

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: Bureau of Asset Management
Real Estate Management Division
69 W. Washington, Suite 3000
Chicago, Illinois 60602
Attention: Department Director

and

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

If to Consultant: Greater Illinois Title Company, Inc.
120 North LaSalle Street
Chicago, Illinois 60602
Attention: Gregory M. Kosin, President

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 Consultant 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 Consultant have been made with complete and full authority to commit Consultant 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 / Order Form

SCOPE OF SERVICES

The Consultant shall provide/perform the following Services for the Departments of: Real Estate Management, Capital Planning, Bureau of Economic Development, Department of Planning and Development, the Cook County Land Bank Authority, Environmental Control, Transportation and Highways, Building and Zoning, Revenue, the Cook County State's Attorney's Office, and the Cook County Forest Preserve District, and any other County elected official funded in whole or in part by the Cook County Board of Commissioners (**"County Departments"**). The Consultant has a dedicated team of professional contacts to provide services for the County under Exhibit 2.

I. TYPES OF TITLE SEARCHES

A. COMPLETE TITLE SEARCH

1. "Complete Title Search" must contain the following information.
    a. Date of title search, effective date, the order number, and customer number;
    b. Address or addresses of the property;
    c. Owner of the property as shown in the last conveyance of record, type of instrument, document number, document date, date recorded and grantee's address, if available;
    d. Name of trustee of "deed in trust," including the trust number and date of trust agreement, document number, document date, date recorded and address of trustee, if available;
    e. Name of trustee under "Trust Deed", payee or holder of note and assignee, if any, document number, document date, date recorded and address of each, if available;
    f. Name of "Mortgage Holder" of record and assignee, if any, document number, document date, date recorded and address, if available;
    g. Name of "Lien Holder", document number, document date, date recorded and address, if available;
    h. Name of Tax Buyer and Address if available;
    i. Name of person or company who has a "Petition for Tax Deed", case number and address, if available;
    j. Last "Taxpayer" and address of record;
    k. The "Legal Description" of the property, which must be verified by the Consultant independently[1];
    l. The "Property Index Number" (PIN) or numbers and volume number of the property;

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1 Independent determination or verification of the legal description and ownership means that the Consultant must cross reference the prior deed and/or their own records with current Sidwell maps and County records and make an independent assurance that the information is accurate. Consultant must provide a statement as to how independent determinations or verifications are made.

m. The County Bureau or Division and employee ordering the search;
n. Name of Contract Purchaser under an Installment Contract, Articles of Agreement for Deed, Purchase Agreement, etc , document number, document date, date recorded, and address, if available;
o. Case number, document number, date recorded, and the Plaintiffs and first Defendant's name for *Lis Pendens* on property;
p. All unreleased recorded documents, including but not limited to unreleased mortgages and trust deeds and unreleased liens and judgments not more than 7 years old;
q. The "Chain of Title" of the property including, but not limited to, the grantor/grantee information, document numbers, date of transaction, recordation for all documents filed affecting the property for a period of 30 years to plat or last measurable deed;
r. A copy of the last recorded deed of the property;
s. Independent determination (reference footnote 1) of ownership;
t. Copies of any documents purporting to transfer property outside the chain of title, if available;
u. 2 or 5 year Tax Search, depending on the need of the County;
v. Judgment and/or Name Search on owner of record;
w. Any other interest recorded affecting property not otherwise identified above including but not limited to any recorded environmental impact statements, hold harmless clauses or indemnification agreements.

B. BASIC TITLE SEARCH

1. "Basic Title Search" must contain the following information.
   a. Date of title search, effective date, the order number, and customer number;
   b. Address or addresses of the property;
   c. Owner of the property as shown in the last conveyance of record, type of instrument, document number, document date, date recorded and grantee's address, if available;
   d. Name of trustee of "deed in trust," including the trust number and date of trust agreement, document number, document date, date recorded and address of trustee, if available;
   e. Name of trustee under "Trust Deed," payee or holder of note and assignee, if any, document number, document date, date recorded and address of each, if available;
   f. Name of "Mortgage Holder" of record and assignee, if any, document number, document date, date recorded and address, if available;
   g. Name of "Lien Holder," document number, document date, date recorded and address, if available;
   h. Name of person or company who has a "Petition for Tax Deed," case number and address, if available;

i. Last "Taxpayer" and address of record;
j. The "Legal Description" of the property, which must be verified by the Consultant independently (reference footnote 1);
k. The "Property Index Number" (PIN) or numbers and volume number of the property;
l. The County Bureau or Division and employee ordering the search;
m. Name of Contract Purchaser under an Installment Contract, Articles of Agreement for Deed, etc , document number, document date, date recorded, and address, if available;
n. Case number, document number, date recorded, and the Plaintiffs and first Defendant's name for Lis Pendens on property;
o. All unreleased recorded documents, including but not limited to unreleased mortgages and trusts deeds not more than 30 years old and unreleased hens and judgments not more than 7 years old;
p. The "Chain of Title" of the property including, but not limited to, the grantor/grantee information, document numbers, date of transaction, recordation for all documents filed affecting the property for a period of 30 years to plat or last measurable deed;
q. A copy of the last recorded deed of the property;
r. Independent determination (reference footnote 1) of ownership;
s. Copies of any documents purporting to transfer property outside the chain of title, if available;
t. Any other interest recorded affecting property not otherwise identified above including but not limited to any recorded environmental impact statements, hold harmless clauses or indemnification agreements.

C. UPDATED TITLE SEARCH

"Updated Title Search" consists of a listing of all recorded or registered instruments specifying the name of grantor or grantee, the type of instrument, the document number and the date of the instrument and date of registration or recordation, from the date of the last title search, not more than 18 months old to date, as well as the name and address of the current tax assessed of record and the name of the current owner of the property.

D. SPECIAL TITLE SEARCH

"Special Title Search" means a "Complete Title Search" that will also include an independently derived list of parties who have an interest in the property and are entitled to notice.

E. UPDATED SPECIAL TITLE SEARCH

"Updated Special Title Search" means a subsequent examination of title from the date of a Special Title Search, not more than 18 months old to date, showing title exceptions and encumbrances showing of record since the effective date of the last

examination of title and all deletions of exceptions from the previous report of title This special update search will also include a list of parties who have an interest in the property and are entitled to notice.

F. TAX SEARCH

A County Department may order either a 2 or 5 year tax search with a title search, or on a property previously searched by Consultant for the County, or when a property index number (PIN) is provided. "Tax Search" means a listing of the tax buyer's name(s), address(es), if available, tax years purchased, whether at an annual sale, a scavenger sale or over-the-counter sale, and the date of any such sale(s), for any given address or property index number of numbers requested. In some cases, a 2 or 5 year tax search as stipulated above may be ordered separately without a title search, or a PIN. Any tax search ordered should also include the status of the tax certificate and/or Petition for Tax Deed, as applicable.

G. JUDGMENT AND/OR NAME SEARCH

1. These searches may or may not be ordered with a title search. If ordered with a title search, the judgment search will be for the named owner except no such search will be done or billed if the named owner is a land trust. When judgment searches are requested without a title search, the County will provide the names to be checked.
2. A name search as priced is per individual surname or for husband and wife with the same surname, when it is ordered separately from a title search.

H. LEGAL DESCRIPTION/ZONING ORDINANCE SEARCH

1. "Legal Description Search" may be ordered by a County Department only in lieu of a complete title search. All legal description searches should include 5 day delivery and 1 copy of the last recorded deed to the property.

2. "Zoning Ordinance Search" is used when a County Department orders a taxpayer information and address search for properties that fall within a specified industrial/residential area. As part of the legislative process that is required per Chicago Council Ordinance, a letter of notification must be sent to all taxpayer addresses located 250 feet outside the pre-determined property boundary as laid

out by the County. All such taxpayers' information and addresses shall be provided by Consultant.

I. OWNER AND TAXPAYER SEARCH

"Owner and Taxpayer Search" includes the title holder of record and address, if available, last taxpayer of record and address, legal description and property index number(s) (PIN). All owner and taxpayer searches should include 5 day delivery and 1 copy of the last recorded deed to the property.

J. CONDOMINIUM TITLE SEARCH

"Condominium Title Search" includes the name of the condominium association and its address, if available, the legal description of the parcel, which must be verified by the Consultant independently (reference footnote 1), the document number, document date, and date recorded for the plat of condominium conversion, and a Complete Title Search for each condominium unit in the condominium plat. Special pricing for high volume searches (10 or more properties) must also be provided.

K. UPDATED CONDOMINIUM TITLE SEARCH

"Updated Condominium Title Search" consists of a listing of all recorded or registered instruments, specifying the name of grantor or grantee, the type of instruments, the document number and the date of the instrument and of its registration of recordation for each condominium unit in the condominium plat, as well as the name and address of the current tax assessed of record from the date of the last condominium search, not more than 18 months old.

L. DUPLICATE COUNTY SEARCH REQUESTS

Whenever a County Department requests any search listed above, the Consultant will use its best efforts to determine whether another County Department requested the same search within 18 months of the new request. If the Consultant discovers that another County Department requested the same search within 18 months of the new request, the Consultant will notify the requesting County Department and provide the requesting County Department with an updated search and the original search, at the cost for an updated search only.

II. TIME LIMITS FOR TITLE SEARCHES

A. STANDARD TITLE SEARCH

A standard title search must be delivered within 5 business days or less of the County's request.

B. RUSH TITLE SEARCH

A rush title search must be delivered electronically within 2 business days or less of the County's request. The original standard title search must be received within 5 business days thereafter.

C. PRIORITY TITLE SEARCH

A priority title search must be delivered electronically within 24 hours or less of the County's request. The original standard title search must be received within 5 business days thereafter.

NOTE: All searches are presumed to require standard title search time period unless otherwise specified.

III. TITLE INSURANCE/COMMITMENTS

The Consultant is committed in providing title commitments for general real estate transactions as well as complicated real estate transactions. Complicated real estate transactions, for example, may involve rail lines, waterways, complicated histories dating to pre-Chicago fire, etc.

A. BASIC INSURANCE
The Consultant shall provide a basic title insurance commitment with liability not to exceed $10,000 per title order, per parcel. This is the minimum amount of title insurance required in order to provide and process any title commitment request. Pricing is based on County owned property and privately owned property.

B. INCREASED INSURANCE
The Consultant shall provide increased insurance for any properties that go to sale and the purchase price exceeds $10,000. This will in turn raise the premium of title insurance. Increased rates are applied to the sales price per $1,000 after the initial basic insurance rate is applied. Upon request by the County, Consultant must also provide copies of underlying documents recorded against and/or showing up on title.

C. WORK DONE FEE
Applies to work services performed, and time expended. Pricing is based on flat rate charge for each additional parcel.

D. DEED & MONEY ESCROW CLOSING FEE
When requested, Consultant shall provide disbursement services on transactions. Pricing is based on flat rate charge for increments between $10,000 - $500,000 and $500,000 - $1,000,000 and >$1,000,000.

E. NEW YORK STYLE SERVICE
As requested by the County or through specific closing instructions, the Consultant shall provide additional escrow service. New York Style Service provides for disbursement of loan proceeds subsequent to the recording of any documents. Pricing is based on flat rate charge per parcel.

F. CONSTRUCTION ESCROWS
The Consultant shall provide disbursement services, mechanic lien waiver examination and interim certification to the County on those funds deposited in escrow at the title company. Such service assures any funds that are deposited are then held in escrow until instructions are given on how the payouts are to be disbursed. Based on flat rate charge for escrows including lien waiver exam and date down endorsement with mechanic's lien coverage for five draws; flat rate charge for each additional draw.

G. ENDORSEMENTS
As requested by County, the Consultant shall provide standard and special endorsements including, but not limited to, extended coverage, comprehensive

endorsement, zoning endorsement, contiguity endorsement, access endorsement, location endorsement, etc.

IV. TIME LIMITS FOR TITLE COMMITMENTS

A. STANDARD TITLE COMMITMENTS/INSURANCE

A standard title commitment/insurance must be delivered within 10 business days or less of the County's request.

B. RUSH TITLE COMMITMENTS/INSURANCE

A rush title commitment/insurance must be delivered electronically within (5) business days or less of the County's request.

C. PRIORITY TITLE COMMITMENTS/INSURANCE

A priority title commitment/insurance must be delivered electronically within (2) business days or less of the County's request

NOTE: All commitments/insurance are presumed to require the standard title commitment/insurance time period otherwise specified.

V. ORDERING/PROCEDURAL FORMS

The Consultant shall provide descriptions and samples of all ordering procedures and forms, in addition to standard forms needed to close a transaction, such as a form ALTA statement. The County will reserve the right to modify such forms and/or procedures to accommodate the needs and requirements of the County.

In addition to the paper process, the County may also elect to place an order via On-Line when applicable at http://www.gitc.com/ at no additional cost.

Greater Illinois Title Company

Contract No. 1528-14540 - COUNTYWIDE TITLE SERVICES NEW ORDER FORM

Agency/Dept.: _____

Purchase Order: _____

Transaction Type: _____ Purchase _____ Necessary Parties Exam _____ Title Search

Property Address: _____ _____ Residential

_____ _____ Commercial

_____

Tax I.D. / Pin Number: _____-_____-_____-_____-_____

If request is a purchase, please also provide the following information (if available):

Sales Price: _____

Mortgage Amount: _____

Owner's Name: _____

Buyer's Name: _____

Lender Name/Contact Info: (if applicable): _____

_____

_____

Buyer's Attorney Name/Contact Info: _____

_____

_____

Please send all new order requests to the following email addresses:

matt.bochnowski@gitc.com and neworder@gitc.com

If faxing new orders, please send to the following number: 312-263-1463

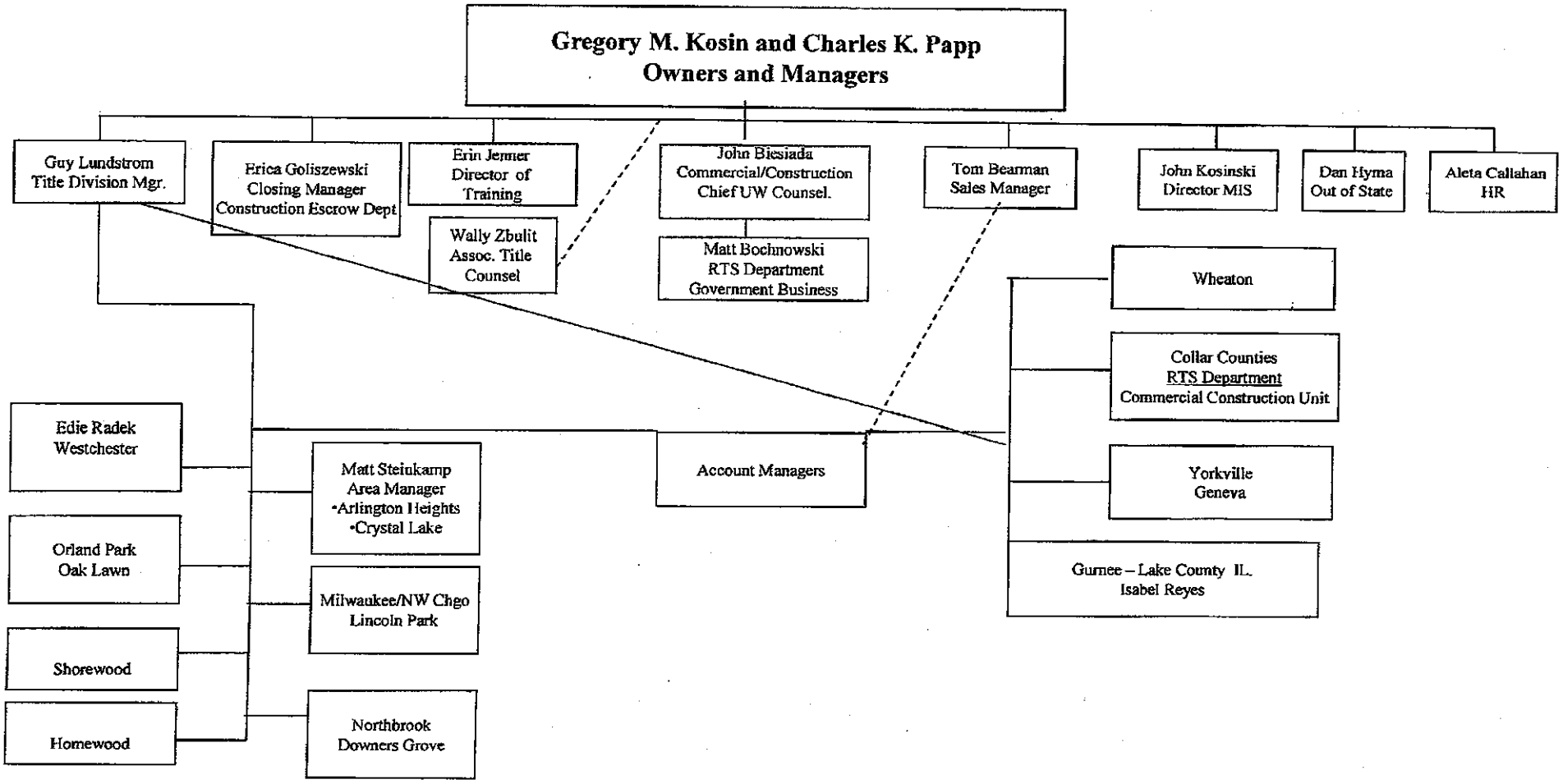
120 North LaSalle St., Suite #900 Chicago, IL 60602 Ph: (312)-236-7300

EXHIBIT 2

Key Personnel / Organization Chart

GIT ORGANIZATIONAL CHART

GIT SENIOR MANAGEMENT TEAM



Power/org chart

Local Availability of Committed Key Personnel for Cook County Government Work

Currently, there are no extraordinary projects that GIT has committed to which would conflict with the proposed Cook County Title Services Contract. All current volume of title search requests that GIT is working on in conjunction with existing government entities are ordered by the vendor on a case-by-case basis. These searches are completed on a daily basis with existing staff.

GIT has performed all projects requested by the government entities within their defined timeframes. Dedicated resources of the RTS Department have been the key element of providing the high level of service that these entities require. All services in fulfillment of the Cook County Government Contract will be performed by utilizing our own staff and by utilizing our own equipment and facilities at our headquarters building located at 120 North LaSalle Street. GIT has the ability to pull resources from other departments at this location in times of need or for special requests or projects from Cook County. The RTS Department works as an organized team to streamline the title search requests and prioritizes the work provided by governments within the Department. This allows for immediate processing of requests and for defined delivery standards to be met.

We believe that the RTS Department has demonstrated the unique ability to service the County's volume of title requests and special project requests. If awarded this contract, the team as described in this proposal will be solely committed to processing the County's title search requests as defined in the RFP. By processing all requests through this department, we are confident that the title needs of the County will be met and delivery standards accomplished within defined timeframes.

JOHN M. BIESIADA
SENIOR VICE-PRESIDENT AND
CHIEF UNDERWRITING COUNSEL

EDUCATION:

University of Illinois at Chicago Circle, B.A. 1978

University of Illinois College of Law, J.D. 1981

WORK EXPERIENCE:

DRG Enterprises Tax Clerk	1983-1984
Lawyer's Title Insurance Company Searcher	1984-1986
Ticor Title Insurance Company	
Commercial Title Officer	1986-1989
County Manager – Will County	1989-1994
Chicago Title Insurance Company Claims Counsel	1994-1998
Greater Illinois Title Company	
Assistant V.P. and Underwriting Counsel	1998-2003
V.P. and Senior Underwriting Counsel	2003-2004
Senior Vice President and Chief Underwriting Counsel	2004-Present

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Guy P. Lundstrom, Sr. Vice President, Title Division and Operations Manager

Mr. Lundstrom brings over 30 years of experience to the company in the areas of title examination, escrow closing, construction services and business development. His responsibilities include title and policy production, branch office operations, oversight of the REO Division and the GIT National Title Services Group (NTSG™).

Matt Bochnowski, Assistant Vice President

Mr. Bochnowski has been with GIT for over fifteen years. He manages the RTS Department and co-ordinates the work flow and the service delivery of title products with attorneys and law firms, financial institutions, the City of Chicago, Chicago Housing Authority, Chicago Transit Authority and other government entities.

Wally Zbilut – Associate Title Counsel, Title Division

Mr. Zbilut has been in the title industry for over 30 years. He is a licensed attorney in both Wisconsin and Illinois. Before working at FNF in the Omaha claims area for over five years, he was Wisconsin State Counsel for Chicago Title and Associate Counsel in the Chicago Corporate office of Chicago Title. He has responsibility for underwriting issues on commercial and distressed property transactions, reviewing commercial underwriting and the coordination of commercial and construction escrow closings.

Kevin Perrizo – Commercial Title Examiner

Mr. Perrizo is a 28 year title insurance veteran, mostly in the Chicago metro area, but also in several downstate and northwestern Illinois counties. His duties include commercial title examinations, underwriting and the examination of complex legal descriptions. He has compiled and examined thousands of transactions and projects, including commercial projects and special projects for government entities.

Melinda Janczur, Assistant Vice President, Commercial and Construction Escrow Officer

Ms. Janczur has been with GIT for over 25 years. She conducts commercial closings, reviews and drafts and formal escrow instructions, and reviews construction escrow disbursement draws on major commercial projects. Melinda has handled a wide variety of projects including major subdivisions, multi-unit condominium buildings, government projects with multi-level funding mechanisms, and national commercial projects.

Diane Coates, Construction Escrow Officer

Ms. Coates has been in the title industry for over 20 years. Her experience lies Specifically with construction escrows, document examination, and disbursement services. Diane assists in the gathering and reviewing of lien waiver documentation from material providers and subcontractors. She reviews lien waiver documentation and helps facilitates disbursements.

Roetta Walsh, Construction Escrow Officer

Ms. Walsh has been involved in the title industry for over 25 years. She has managed a construction escrow department and had an oversight function of construction escrow disbursements and title clearance matters. She has worked on commercial, multi-family and residential escrows. She has helped facilitate the disbursements of numerous commercial projects by tailoring services to each individual client.

Erin Jenner, Vice President, Commercial Escrow Officer, Director of Training

Ms. Jenner has over 25 years' experience as a commercial and residential escrow closing officer. She is responsible for on-going training programs for closing officers, closing services and commercial escrow officers. She is also responsible for streamlining company workflow, processes and logistics. She has authority over the implementation and training in the areas of data security and ALTA Best Practices. She sits on the Best Practices and Audit Committees and heads up the GIT Commercial Group.

Erica Goliszewski, Vice President, Closing Operations Manager

Ms. Goliszewski has worked in the title industry for over 27 years. She is responsible for the oversight of all closing and construction escrow operations, developing internal audit processes for closing operations and monitoring the performance and Best Practices in the closing area. She is a member of the Best Practices Committee, the Audit Committee and regularly coordinates closing department meetings and escrow closing officer training.

Anthony Chiong – AVP & Senior Commercial Escrow Officer

Mr. Chiong has been in the title insurance business for over 12 years. He reviews condominium declarations for compliance with Illinois law and conducts commercial escrow closings including transactions with multi-tiered funding from bond financiers, mezzanine lenders and governmental funding sources.

Daniel Hyma – Vice President, National Title Services Group™

Mr. Hyma has been in the title insurance industry for over 25 years. He is a former title examiner, branch manager and Will County Manager. His current responsibilities include oversight of the REO Division and assisting in processing and underwriting GIT's national business through the NTSG™. Mr. Hyma also oversees the disbursement of construction escrows in counties outside of Cook County.

Timothy Meyers, Senior Title Officer

Mr. Meyers brings over 29 years of experience to the underwriting area. He has managed the Loop Title Division and Westchester branch operations. He has established underwriting guidelines for a variety of anti-fraud initiatives within the company.

Roselyn Bottke – Title Examiner, RTS Department

Ms. Bottke has been a title examiner in the RTS Department for over 15 years. She is a government specialist performing ownership searches, examinations and title clearance for the City of Chicago, Chicago Transit Authority and the Chicago Housing Authority.

Ming Yung – Title Examiner, RTS Department

Ms. Yung has been a title examiner in the RTS Department for over 12 years. She is a government search specialist handing searches and examinations for the City of Chicago, Chicago Transit Authority and the Chicago Housing Authority.

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GREGORY M. KOSIN

BIOGRAPHY

Gregory M. Kosin, Principal and President of Greater Illinois Title Company has been involved in the title insurance industry for over 35 years. He received his BA degree from the University of Illinois, attended John Marshall Law School and the University of Chicago–Booth School of Business for Executive Education. He is a former director of the Illinois Association of Mortgage Professionals, the Illinois Mortgage Bankers Association, and the Society of Mortgage Professionals. He served as President of the Illinois Land Title Association for two terms and is a former member of its Board of Directors.

In 2002, he was elected to serve on ALTA's Abstractors and Title Insurance Agents Section Executive Committee, and in 2005 was elected to serve as Chairman of the Section Executive Committee.

In 2006, he was elected President of the Board of Governors of the American Land Title Association (ALTA) the national trade association of the title insurance industry based in Washington D.C. He was instrumental in developing the ALTA Principles of Conduct, which guide the ethical behavior of national title insurance companies, including three Fortune 500 companies, and title insurance agencies across the country. Kosin served on the ALTA Board of Governors for nine years. He has served as Chair of the ALTA Government Affairs Committee for over twelve years and was appointed to its RESPA Advisory Committee to evaluate the impact of new regulations on the industry. In 2013, Kosin was honored by the American Land Title Association with an Appreciation Award for efforts in implementing the ALTA Policy Forms License Program

He is a member of the Dearborn Realtist Board and NAREB, organizations dedicated to democracy in housing. He is an Affiliate Member of the Chicago Association of Realtors® and served three terms as a member of its Board of Directors. In 2013, Kosin was named *Affiliate of the Year* by the Chicago Association of Realtors®. He is a member of the Executives' Club of Chicago, the Title Insurance and Settlement Services Network and a contributing member of the Mercy Housing Ambassador Council.

In 1985 he helped found Greater Illinois Title Company (GIT) and has been president since its inception. GIT is the largest title insurance agent in Illinois and one of the largest title agencies in the country. He is also president of Greater Illinois Tax Deferred Exchange Corporation, Greater Illinois Survey Company, Greater Indiana Title Company, Greater Wisconsin Title Company, GIT Michigan Title Services and GIT Florida Title Services.

In 1996, Mr. Kosin acquired an ownership interest in H. B. Wilkinson Title Company, operating in northwestern Illinois, and serves as its CEO. Under his leadership, the company has grown from four to ten offices and offers title services in Iowa, Wisconsin and thirteen Illinois counties.

In 1988, Mr. Kosin was appointed to the State of Illinois Department of Financial Institutions Title Insurance Advisory Task Force which drafted the Illinois Title Insurance Act of 1990. Mr. Kosin is an editorial resource for the Chicago Tribune, Bloomberg BusinessWeek, the Chicago Sun Times and Crain's Chicago Business, and has been published in numerous real estate trade publications. He has served in Springfield, Illinois as a House and Senate Committee witness on title insurance legislation, and testified at HUD in Washington, D.C. at public hearings on the impact of RESPA changes on the title industry. In 2003, he testified in Washington D.C. on HUD's proposed RESPA changes before the House Committee on Small Business and was a panelist at the Chicago HUD Roundtable with other members of the real estate finance industry.

In 2010 Greater Illinois Title Company became an Accredited CLE Provider as certified by the MCLE Board of the Illinois Supreme Court to provide continuing legal education to Illinois attorneys. Mr. Kosin has taught CLE classes on such subjects as the Federal Regulation of Real Estate, TILA RESPA Integrated Disclosure, Technology and the Closing Process: The CFPB eClosing Pilot Program and Key Insights into the eTransaction. The company has been recertified by the MCLE Board for the year ending December 31, 2015.

In 2012 Kosin was named to the Title Industry Roundtable by the Director of the Illinois Department of Financial and Professional Regulation to provide expertise on legislative and regulatory matters. This group provided recommendations to the Director for substantive changes to current law and regulations to insure the excellence of regulated entities. He also served on a title industry Trusted Agent Panel which developed operating metrics and standards of best practices to be followed by title insurance agents nationwide.

In 2014, Mr. Kosin was named to the American Land Title Association Industry Best Practices Task Force. The Task Force discusses concerns in the marketplace from lenders, real estate professionals, consumers, and regulators and helps establish options for certification, implementation and tools to assist compliance by ALTA Member Companies. The Task Force is also working with the National Association of Insurance Commissioners to provide for consumer shopping for title agents and insurers, and to develop title cost comparison guides for consumers.

Mr. Kosin and his wife have three sons and reside in Chicago.

CHARLES K. PAPP
SENIOR EXECUTIVE VICE PRESIDENT

EDUCATION:

DePaul University	1980

WORK EXPERIENCE:

Intercounty Title Company of Illinois

Judgment and Tax Searcher	1975-1977
Torrens Department/Title Examiner	1977-1978
Unit Manager-Customer Unit B	1978-1980
Branch Manager, Pulaski Office	1980-1982
Branch Manager, Oak Lawn Office	1982-1983
Branch Manager, Homewood Office	1984
Regional Manager, South Region	1985

Greater Illinois Title Company

Senior Vice President	
Branch Office Operations	1985-1993
Chief Operating Officer	1994-1998
Senior Executive Vice President	1998-Present

CHARLES K. PAPP

BIOGRAPHY

Charles K. Papp, Principal and Senior Executive Vice President of Greater Illinois Title Company has been involved in the title insurance industry for over 36 years. He received his BA degree from De Paul University in Chicago. He is a former director of the Illinois Association of Mortgage Professionals, the Illinois Mortgage Bankers Association, and the Society of Mortgage Professionals. Mr. Papp has served numerous industry trade organizations as a member of working committees developing member programs and managing association projects. He also served for nine years on the Board of Directors of WCB Holdings, Inc., the parent company of Winfield Community Bank.

In 1985 he helped found Greater Illinois Title Company (GIT) and has been part of the senior management team since its inception. GIT is the largest title insurance agent in Illinois and one of the largest title agencies in the country. As a senior executive, he has led the sales operations and has directed the sales training and business development efforts of the company. He has been successful in business development efforts resulting in obtaining residential, commercial and new construction projects for the company, while maintaining oversight of the projects from start to final closing. He has a proven ability to build and lead highly efficient teams and provide strategic planning and problem resolution to GIT.

JOHN M. BIESIADA
SENIOR VICE-PRESIDENT AND
CHIEF UNDERWRITING COUNSEL

EDUCATION:

University of Illinois at Chicago Circle, B.A. 1978

University of Illinois College of Law, J.D. 1981

WORK EXPERIENCE:

DRG Enterprises Tax Clerk	1983-1984
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V.P. and Senior Underwriting Counsel	2003-2004
Senior Vice President and Chief Underwriting Counsel	2004-Present

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Guy P. Lundstrom, Sr. Vice President, Title Division and Operations Manager

Mr. Lundstrom brings over 30 years of experience to the company in the areas of title examination, escrow closing and business development. His responsibilities include title and policy production, branch office operations, oversight of the REO Division and the GIT National Title Services Group (NTSG™).

Thomas J. Bearman, Sr. Vice President, Business Development and Sales Operations

Mr. Bearman brings over 30 years of experience to the company. He has worked in the areas of title production, searching, examining and branch operations. He is responsible for formalizing and executing the company's business development efforts.

Timothy Meyers, Senior Title Officer

Mr. Meyers brings over 29 years of experience to the underwriting area. He has managed the Loop Title Division and Westchester branch operations. He has established underwriting guidelines for a variety of anti-fraud initiatives within the company.

Matt Bochnowski, Assistant Vice President

Mr. Bochnowski has been with GIT for over fifteen years. He manages the RTS Department and co-ordinates the work flow and the service delivery of title products with attorneys and law firms, financial institutions, the City of Chicago, Chicago Housing Authority, Chicago Transit Authority and other government entities.

John Kosinski, Director of Information Technology

Mr. Kosinski has been with the company for over seventeen years. He currently manages all IT projects and systems in the IT Department. Mr. Kosinski holds two degrees in Technology and Electronics from Southern Illinois University. He is a member of the Ramquest User Group™ and holds various certifications with Microsoft® and VMware™.

Fred Wagner, Controller

Mr. Wagner has been with GIT for over twelve years. As a CPA, he brings high standards and professionalism in handling the internal auditing and internal control procedures of the company. He sits on the Audit Committee.

Wally Zbilut – Associate Title Counsel, Title Division

Mr. Zbilut has been in the title industry for over 30 years. He is a licensed attorney in both Wisconsin and Illinois. Before working at FNF in the Omaha claims area for over five years, he was Wisconsin State Counsel for Chicago Title and Associate Counsel in the Chicago Corporate office of Chicago Title. He has responsibility for underwriting issues on commercial and distressed property transactions, reviewing commercial underwriting and the coordination of commercial escrow closings.

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Mr. Perrizo is a 28 year title insurance veteran, mostly in the Chicago metro area, but also in several downstate and northwestern Illinois counties. His duties include commercial title examinations, underwriting and the examination of complex legal

descriptions. He has compiled and examined thousands of transactions and projects, including commercial projects and special projects for government entities.

Melinda Janczur, Assistant Vice President, Commercial and Construction Escrow Officer

Ms. Janczur has been with GIT for over 23 years. She conducts commercial closings, reviews and drafts and formal escrow instructions, and reviews construction escrow disbursement draws on major commercial projects.

Erin Jenner, Vice President, Director of Training

Ms. Jenner has over 25 years' experience as a commercial and residential escrow closing officer. She is responsible for on-going training programs for closing officers, closing services and commercial escrow officers. She is also responsible for streamlining company workflow, processes and logistics. She has authority over the implementation and training in the areas of data security and ALTA Best Practices. She sits on the Best Practices and Audit Committees and heads up the GIT Commercial Group.

Darlene Kosin- Senior Vice President, Executive Account Manager

Ms. Kosin has been involved in the title industry for over 30 years. She managed the largest branch office for the company and had an oversight function of escrow closings and title clearance matters. She has focused her business development efforts on the commercial, multi-family and residential segments. She has helped facilitate the closings of numerous commercial projects by tailoring services to each individual client. She has been recognized as a Million Dollar Club Member for 20 consecutive years.

Erica Goliszewski, Vice President, Closing Operations Manager

Ms. Goliszewski has worked in the title industry for over 27 years. She is responsible for the oversight of all closing and construction escrow operations, developing internal audit processes for closing operations and monitoring the performance and Best Practices in the closing area. She is a member of the Best Practices Committee, the Audit Committee and regularly coordinates closing department meetings and escrow closing officer training.

Anthony Chiong – AVP & Senior Commercial Escrow Officer

Mr. Chiong has been in the title insurance business for over 12 years. He reviews condominium declarations for compliance with Illinois law and conducts commercial escrow closings including transactions with multi-tiered funding from bond financiers, mezzanine lenders and governmental funding sources.

Daniel Hyma – Vice President, National Title Services Group™

Mr. Hyma has been in the title insurance industry for over 25 years. He is a former title examiner, branch manager and Will County Manager. His current responsibilities include oversight of the REO Division and assisting in processing and underwriting GIT's national business through the NTSG™.

EXHIBIT 3

Schedule of Compensation

APPENDIX II
PRICING PROPOSAL FORM

Proposer must provide its cost for each corresponding referenced description below. For purposes of comparing costs between Proposers, Proposers shall not deviate from the compensation methods outlined in Exhibit 2. The County reserves the right to negotiate a final fixed price, terms, and conditions with selected Proposer.

TITLE SEARCH/COMMITMENT PRODUCTS & FEES

TITLE SEARCH SERVICE		
REFERENCE #	**DESCRIPTION**	**COST**
I.A.	Complete Title Search	$85.00
I.B.	Basic Title Search	$55.00
I.C.	Updated Title Search *(* see below)*	$15.00
I.D.	Special Title Search	$100.00
I.E.	Updated Special Title Search *(* see below)*	$15.00
I.F.	Tax Search	$30.00
I.G.	Judgment and Name Search	$30.00
I.H.	Legal Description/Zoning Ordinance Search	$10.00
I.I.	Owner and Taxpayer Search	$55.00
I.J.	Condominium Title Search *(** see below)*	$45.00
I.J.	Condominium High Volume Title Search *(***see below)*	$45.00
I.K.	Updated Condominium Title Search	$15.00
TURNAROUND SERVICE		
REFERENCE #	**DESCRIPTION**	**COST**
II.A.	Standard Title Search	AS STATED
II.B.	Rush Title Search	No Charge
II.C.	Priority Rush Title Search	No Charge
TITLE COMMITMENT AND INSURANCE SERVICE		
REFERENCE #	**DESCRIPTION**	**COST**
III.A.	$10,000 Minimum Insurance Order (County Owner)	$275.00

III.A.	$10,000 Minimum Insurance Order (Private Owner)	$325.00	
III.B.	Insurance Increase ($10,000 - $500,000)	$200.00*	
III.B.	Insurance Increase (> $500,000)	50¢ per $1000	
III.C.	Work Done Fee	$125.00**	
III.D	Deed & Money Escrow Closing Fee (≤ $500,000)	$300.00	
III.D	Deed & Money Escrow Closing Fee (> $500,000, ≤ $1,000,000)	$600.00	
III.D	Deed & Money Escrow Closing Fee (> $1,000,000)		
III.E.	New York Style Services	$250.00	(Buyers cost)
III.F.	Construction Escrows (including lien waiver exam/date down)	$500.00 per five draws***	
TURNAROUND SERVICE			
REFERENCE #	**DESCRIPTION**	**COST**	
IV.A.	Standard Title Commitment	AS STATED	
IV.B.	Rush Title Commitment	No Charge	
IV.C.	Priority Rush Title Commitment	No Charge	
SCHEDULE OF SPECIAL ENDORSEMENTS			
REFERENCE #	**DESCRIPTION**	**COST**	
III.G.	**PLEASE ATTACH COMPLETE SCHEDULE OF AVAILABLE SPECIAL ENDORSEMENTS WITH PRICING**		

* update period must be within 18 months from original date of order

** price estimate per unit for multi-unit condo building, where all units require an individual title search

*** price estimate for high volume Administrative Hearing Cases and other special projects

*plus $0.40 per $1000.00

**each additional parcel

*** $100.00 per additional parcel

Reference # III. G.

GREATER ILLINOIS TITLE COMPANY
RFP Number 1581 4540
Cook County Government

List of Most Common Residential Endorsements and Pricing

- **Location Note Endorsement** **$125**
- **Adjustable Mortgage** **$125**
- **ALTA Condominium** **$125**
- **Line Of Credit** **$125**
- **EPA** **$125**
- **Inflation** **$125**
- **Planned Unit Development –PUD** **$125**

Added Charges may be made if we are asked to provide special coverage or if we are asked to assume unusual risks.

5/8/15

EXHIBIT 4

Evidence of Insurance

GREAT-5 OP ID: HM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/15/2015

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
Indiana Branch
Ritman & Associates, Inc.
1154 Conner Street
Noblesville, IN 46060
Adam E. Gwaltney

CONTACT NAME: Adam E. Gwaltney
PHONE (A/C, No, Ext): 317-770-3000 FAX (A/C, No): 317-770-3010
E-MAIL ADDRESS: agwaltney@ritmanassoc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Landmark American Ins. Co.	33138
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Greater Illinois Title Company
120 N. LaSalle St., Ste. 900
Chicago, IL 60602

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Title Agents E & O			LHR749915	03/01/2015	03/01/2016	Limits	5,000,000
							Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Subsidaries include: Greater Indiana Title Company, Greater Wisconsin Title Company, GIT Michigan Title Services, GIT Florida Title Services

CERTIFICATE HOLDER

COOKCTY

Cook County Government
118 N. Clark St.
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
Adam E. Gwaltney

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/13/2015

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
Arthur J. Gallagher Risk Management Services, Inc.
Two Pierce Place
Itasca IL 60143

CONTACT NAME: Kathy Miller
PHONE (A/C, No, Ext): 630-694-4490 FAX (A/C, No): 630-285-3922
E-MAIL ADDRESS: Kathy_Miller@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658
INSURER B : Travelers Casualty Insurance Co of	19046
INSURER C : Markel American Insurance Company	28932
INSURER D : Beazley Insurance Company, Inc.	37540
INSURER E :	
INSURER F :	

INSURED GREAILL-01
Greater Illinois Title Company
120 N. LaSalle Street Ste 900
Chicago IL 60602

COVERAGES **CERTIFICATE NUMBER:** 1747506559 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6807C42215A1542	2/1/2015	2/1/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X Blanket Add'l In						MED EXP (Any one person)	$5,000
	X Form # CGD105						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA7C49025015SEL	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			CUP7C4910501542	2/1/2015	2/1/2016	EACH OCCURRENCE	$$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ISUB7C49083915	2/1/2015	2/1/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Crime			5221PR01587501	2/28/2015	2/28/2016	Employee Theft	2,000,000
D	Cyber Liability			W15E3B150201	7/1/2015	7/1/2016	Theft of client prop.	4,000,000
							Cyber	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cook County, its officials and employees is an additional insured on a primary and non-contributory basis on the general and auto liability policies. Waiver of subrogation applies in favor of Cook County.

CERTIFICATE HOLDER

Cook County Government
118 N. Clark Street
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
Patrick J. Gallagher

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Exhibit 5

Minority and Women Owned Business Enterprise Commitment Policy and Goals / Utilization Plans

I. POLICY AND GOALS

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

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

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

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

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

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

A. MBE/WBE Utilization Plan

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

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect

Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

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

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

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

2. Letter(s) of Certification

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

- County of Cook
- City of Chicago

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

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

3. Joint Venture Affidavit

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

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient

evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.

2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.

4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

MBE/WBE UTILIZATION PLAN - FORM 1

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

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

___ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

___ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)

X Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. ☐ **Direct Participation of MBE/WBE Firms** ☒ **Indirect Participation of MBE/WBE Firms**

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

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

MBE/WBE Firm: Seaway Bank & Trust Company
Address: 645 East 87th St. Chicago IL 60619
E-mail: denise.weaver@seaway.bank.us
Contact Person: Denise Weaver Phone: 773·624·1350
Dollar Amount Participation: $ TBD $25,000.00
Percent Amount of Participation: TBD 25% %

*Letter of Intent attached? Yes X No ___
*Current Letter of Certification attached? Yes X No ___

MBE/WBE Firm: Hallagan Office Supplies
Address: 6854 West North Avenue, Chicago, IL
E-mail: hallagan@core.com
Contact Person: John Hallagan Phone: 773·637·0368
Dollar Amount Participation: $ TBD $10,000.00 yr
Percent Amount of Participation: TBD 10% %

*Letter of Intent attached? Yes X No ___
*Current Letter of Certification attached? Yes X No ___

Attach additional sheets as needed.

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Seaway Bank & Trust

Contact Person: Denise Weaver

Address: 645 East 87th St.

City/State: Chicago Zip: 60619

Phone: 773-624-1550 Fax:

Email: deniseweaver@seawaybank.us

Certifying Agency:

Certification Expiration Date:

Ethnicity:

Bid/Proposal/Contract #:

FEIN #:

Participation: [ ] Direct [X] Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor(s):

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

Banking Services

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

TBD $25,000.00

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

Signature (M/WBE)

Denise T. Weaver

Print Name

Seaway Bank and Trust Company

Firm Name

May 1, 2015

Date

Subscribed and sworn before me

this 1st day of May, 2015

Notary Public Loretta Futrell

LORETTA FUTRELL
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
August 07, 2017

SEAL

Signature (Prime Bidder/Proposer)

Gregory M. Kosin

Print Name

Greater Illinois Title Co.

Firm Name

April 30, 2015

Date

Subscribed and sworn before me

this 30 day of April, 2015

Notary Public Aleta L Callahan

OFFICIAL SEAL
ALETA L CALLAHAN
Notary Public – State of Illinois
My Commission Expires July 08, 2016

SEAL

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

June 30, 2015

Walter Grady
Seaway Bank And Trust Company
645 East 87th Street
Chicago, IL 60619-6101

E-mail: Darrellbjackson@seawaybank.us

Dear Walter Grady:

This letter is to inform you that the City of Chicago has extended your status as a **Minority-Owned Business Enterprise (MBE) until July 31, 2015.** We are providing this extension to allow enough time for you to provide any additional documentation that your application may be missing and/or for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until processing has been completed.

Please present this letter and a copy of your last certification letter as evidence of your certification with bid document submittals as needed.

If you have any questions, please feel free to contact our office at (312) 744-4900.

Sincerely,

George Coleman Jr.
Deputy Procurement Officer

GC/sl

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: HALLAGAN OFFICE SUPPLIES

Contact Person: JOHN HALLAGAN

Address: 6854 West North Ave

City/State: CHICAGO Zip: 60707

Phone: 773-637-0368 Fax:

Email: hallagan@core.com

Participation: [ ] Direct [X] Indirect

Certifying Agency:

Certification Expiration Date:

Ethnicity:

Bid/Proposal/Contract #:

FEIN #:

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor(s):

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

Office Supplies & Business Machines

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

TBD $10,000.00

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

Signature (M/WBE)

Print Name: Joan Hallagan

Firm Name

Date

Signature (Prime Bidder/Proposer)

Print Name: GREGORY M. KOSIN

Firm Name: GREATER ILLINOIS TITLE CO.

Date: APRIL 30, 2015

Subscribed and sworn before me

this 1 day of May, 2015

Notary Public Laura Hallagan-Noonan

SEAL

OFFICIAL SEAL
LAURA HALLAGAN-NOONAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/20/2015

Subscribed and sworn before me

this 30 day of April, 2015

Notary Public Aleta L. Callahan

SEAL

OFFICIAL SEAL
ALETA L CALLAHAN
Notary Public – State of Illinois
My Commission Expires July 08, 2016

Revised: 1/29/14

Cook County Government
M/WBE Certification
Reciprocal Affidavit

Firm Name SEAWAY BANK AND TRUST COMPANY Contract # H 11-25-056

Address 645 EAST 87TH STREET City CHICAGO

County COOK State Chicago Zip 60619

Phone 773. 602. 4140 Email jeanne@seawaybank.us

I JEANNE McGRAW (Print Name), LOAN ACCOUNTING OFFICER (Print Title)

of SEAWAY BANK AND TRUST COMPANY (Name of Firm) do hereby affirm:

1. SEAWAY BANK AND TRUST COMPANY (Name of Firm) is a Minority and/or Women Business Enterprise currently certified by the City of Chicago as:

   ☑ Black ☐ Hispanic ☐ Asian ☐ Native-American ☐ Other ☑ Woman

2. With respect to SEAWAY BANK AND TRUST COMPANY (Name of Firm) the personal net worth of the qualifying (51%) individual(s) does not exceed $2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of SEAWAY BANK AND TRUST COMPANY (Name of Firm), as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I JEANNE McGRAW (Print Name) affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

Signature Jeanne McGraw Title Loan Accounting Officer Date 7/24/15

Subscribed and sworn to before me this 24th day of July (Month) 1 2015 (Year)

Trenette D. Robinson (Notary's Signature)

Notary's Seal

My Commission Expires 01/28/2019

Revised 2/21/2013

OFFICIAL SEAL
TRENETTE D. ROBINSON
Notary Public - State of Illinois
My Commission Expires 1/28/2019

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JUL 25 2014

Ms. Joan Hallagan
Hallagan Office Supplies, Inc.
6854 West North Avenue
Chicago, IL 60707-4412

Dear Ms. Hallagan:

We are pleased to inform you that **Hallagan Office Supplies, Inc.**, has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **12/01/2017**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **12/01/2014, 12/01/2015, and 12/01/2016.** Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/01/2017**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/01/2017.**

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

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

NAICS Code(s):
423210 – Office Furniture Merchant Wholesalers
423420 – Office Equipment Merchant Wholesalers
424120 – Office Supplies (except furniture, machines) Merchant Wholesalers

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise and Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/cm

Cook County Government
M/WBE Certification
Reciprocal Affidavit

Firm Name Hallagan Office Supply Contract # 1528-14540

Address 6850 West North Avenue City Chicago

County Cook State Il Zip 60707

Phone 773-637-0626 Email hallagan@core.com

I Joan Hallagan, President
(Print Name) (Print Title)

of Hallagan Office Supply do hereby affirm:
(Name of Firm)

1. Hallagan Office Supply is a Minority and/or Women Business Enterprise
(Name of Firm)
currently certified by the City of Chicago as:

☐ Black ☐ Hispanic ☐ Asian ☐ Native-American ☐ Other ☑ Woman

2. With respect to Hallagan office Supply, the personal net worth of the qualifying
(Name of Firm)
(51%) individual(s) does not exceed $2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3. The average annual gross receipts of 638,000.00,
(Name of Firm)
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I Joan Hallagan affirm that, to the best of my
(Print Name)

knowledge and belief, the information herein is true and accurate.

Signature Joan Hallagan *Title* President *Date* 7/28/15

Subscribed and sworn to before me this 21st day of July, 2015
(Month) (Year)

(Notary's Signature)

Notary's Seal

"OFFICIAL SEAL"
JOHN P BENWAY
Notary Public - State of Illinois
My Commission Expires June 19, 2018

My Commission Expires 6/19/18

Revised 2/21/2013

Women's Business Enterprise National Council

WBENC

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

Hallagan Office Supplies, Inc.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICs: 424120	
Certification Number:	W110244
Expiration Date:	08/31/2015

WOMEN'S BUSINESS DEVELOPMENT CENTER

Your growth is our business.

Emilia DiMenco, Women's Business Development Center-Chicago President & CEO

Pamela Prince-Eason, WBENC President & CEO

Candace Waterman, WBENC Chief of Staff, Certification & Program Operations

OFFICE OF CONTRACT COMPLIANCE
JACQUELINE GOMEZ
DIRECTOR
118 N. Clark, County Building, Room 1020 ○ Chicago, Illinois 60602 ○ (312) 603-5502

TONI PRECKWINKLE
PRESIDENT
Cook County Board of Commissioners

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

August 11, 2015

Ms. Shannon Andrews
Chief Procurement Officer
County Building, Room 1018
Chicago, IL 60602

Re: Contract #1528-14540
Countywide Title Services for Real Estate Transactions and Property Ownership Searches

Dear Ms. Andrews:

The following bid for the above reference contract has been reviewed for compliance with the General Conditions regarding the Minority- and Women-owned Business Enterprises Ordinance and has been found to be responsive to the goods and service goal of 25% MBE and 10% WBE participation.

Bidder: Greater Illinois Title Co.
Bid Amount: $100,000.00

MWBE	Status	Certifying Agency	Commitment
Seaway Bank and Trust Company	MBE-6	City of Chicago	25% Indirect
Hallagan Office Supplies, Inc.	WBE-7	City of Chicago	10% Indirect

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Additionally, please note that revised forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez
Director

JG/la

Cc: Bureau of Administration

Exhibit 6

Identification of Subconsultants

CONTRACT NO.

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
○ Disqualification
○ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1528-14540	Date: 07/21/15
Total Bid or Proposal Amount: $100,000.00	Contract Title: Countywide Title Services for Real Estate
Contractor: GREATER ILLINOIS TITLE Company	Subcontractor/Supplier/ Subconsultant to be added or substitute: Hallagan Office Supplies
Authorized Contact for Contractor: GREGORY M. KOSIN	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Joan Hallagan
Email Address (Contractor): greg.kosin@gitc.com	Email Address (Subcontractor): hallagan@core.com
Company Address (Contractor): 120 N. LaSalle ST. SUITE 900	Company Address (Subcontractor): 6854 W. North Ave.
City, State and Zip (Contractor): CHICAGO IL 60602	City, State and Zip (Subcontractor): Chicago, IL 60707
Telephone and Fax (Contractor) 312 · 264 · 4714 F: 312 · 407 · 9241	Telephone and Fax (Subcontractor) 773 · 637 · 0368 F: 773 - 637 · 4653
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
OFFICE SUPPLIES & BUSINESS MACHINES	$10,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor GREATER ILLINOIS TITLE Company

Name GREGORY M. KOSIN, PRESIDENT

Title

Prime Contractor Signature

Date 07/21/2015

CONTRACT NO.

OCPO ONLY:
○ Disqualification
○ Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1528-14540	Date: 07/21/15
Total Bid or Proposal Amount: $100,000.00	Contract Title: Countywide Title Services for Real Estate
Contractor: Greater Illinois Title	Subcontractor/Supplier/ Subconsultant to be added or substitute: Seaway Bank & Trust Company
Authorized Contact for Contractor: Gregory M. Kosin	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Denise Weaver
Email Address (Contractor): greg.kosin@gitc.com	Email Address (Subcontractor): Denise.weaver@seawaybank.us
Company Address (Contractor): 120 N. LaSalle St. Suite 900	Company Address (Subcontractor): 645 East 87th St.
City, State and Zip (Contractor): Chicago IL 60602	City, State and Zip (Subcontractor): Chicago, IL 60619
Telephone and Fax (Contractor) 312.204.4714 F: 312.407.9241	Telephone and Fax (Subcontractor) 773.624.1350 F: 773.487.0452
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Banking Services	$25,000.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Greater Illinois Title Company

Name Gregory M. Kosin, President

Title

Prime Contractor Signature Date 07/21/2015

Exhibit 7

Certification for Consulting or Auditing Services

COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

"Auditing" means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

"Consulting" means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

"Elected Official" means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State's Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

"County" shall mean the offices which are administered by the President of the County Board.

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 to.

SECTION 1: CONTRACTOR'S INFORMATION

COMPANY NAME: Greater Illinois Title Company

ADDRESS: 120 N. La Salle Street, Chicago IL

TELEPHONE: 312·264·4714

CONTACT NAME: Gregory M. Kosin

CONTACT EMAIL: greg.kosin@gitc.com

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any "Affiliates" please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification "Affiliates" shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. "Control" shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. "Person" means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

None

SECTION 3: CONTRACT INFORMATION

a. This Certification relates to the following Contract: Countywide Title Services

b. The Contractor is providing the following type of Services: [ ] Auditing or [X] Consulting

c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official: all Cook County Government Agencies

d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? [ ] Yes or [X] No.
If yes, please state the other Contract Number(s) and the Nature of Services.

_____

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.

b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.

c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

Signature

Gregory M. Kosin

Name (Type or Print)

President

Title

May 4, 2015

Date

4/2013

Exhibit 8

Economic Disclosure Statement and Execution Document

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 – 12
4	Contract and EDS Execution Page	EDS 13-15
5	Cook County Signature Page	EDS 16

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

NONE

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

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

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

Yes: X No: _____

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

see attached

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

Yes: X No: _____

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

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

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

GREATER ILLINOIS TITLE COMPANY

Chicago Loop Office 120 N. LaSalle Street, Suite 900 Chicago, IL 60602 312-236-7300 Fax 312-236-0284	***Chicago – North Side*** 6158 N. Milwaukee Avenue Chicago, IL 60646 773-774-3500 Fax 773-774-2464

Suburban Branches

	Greater Illinois Title Co. 2146 S. Mannheim Westchester, IL 60154 708-449-6919 Fax 708-449-6934
Greater Illinois Title Co. 4415 West 95th Street Oak Lawn, IL 60453 708-424-8600 Fax 708-424-9131	Greater Illinois Title Co. 2101 S. Arlington Heights Road Arlington Heights, IL 60005 847-956-8885 Fax 847-956-0279
Greater Illinois Title Co. 930 West 175th Street Homewood, IL 60430 708-957-7000 Fax 708-957-7021	
	Greater Illinois Title Co. 15255 S. 94th Avenue, #500 Orland Park, IL 60462 **(appointment only – call ph # 708-957-7000)**
Greater Illinois Title Co. 707 Skokie Boulevard – 6th Floor Northbrook, IL 60560 **(appointment only – call ph #847-245-1100)**	Greater Illinois Title Company 939 W. North Avenue, Suite #750 Chicago, IL 60642 **(appointment only – call ph #312-236-7300)**

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): 6158 North Milwaukee Ave, Chicago
13-05-118-030-0000
13-05-118-031-000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) _____The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant <u>and</u> 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 [X] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [ ] Original Statement or [ ] Amended Statement

Identifying Information:

Name Greater Illinois Title Company, Inc.

D/B/A: FEIN NO/SSN (LAST FOUR DIGITS): 8659

Street Address: 120 North La Salle Street Suite 900

City: CHICAGO State: IL Zip Code: 60602

Phone No.: 312·264·4714 Fax Number: 312·407·9241 Email: greg.Rosin@gitc.com

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
GREGORY M. KOSIN	120 N. LaSalle St. CHGO	50%
CHARLES K. PAPP	120 N. LaSalle St. CHGO	50%

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

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
GREGORY M. KOSIN	120 N. LaSalle St. CHGO	PRESIDENT	1965-
CHARLES K. PAPP	120 N. LaSalle St. CHGO	Secy.	1965-

Declaration (check the applicable box):

[X] 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.

GREGORY M. KOSIN
Name of Authorized Applicant/Holder Representative (please print or type)

PRESIDENT
Title

Signature

MAY 4, 2015
Date

greg.kosin@gita.com
E-mail address

312·264·4714
Phone Number

Subscribed to and sworn before me
this 4 day of May, 2015.

x Aleta L. Callahan
Notary Public Signature

My commission expires:

July 8 2016
Notary Seal

OFFICIAL SEAL
ALETA L CALLAHAN
Notary Public – State of Illinois
My Commission Expires July 08, 2016

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Person Doing Business with the County: GREATER ILLINOIS TITLE CO.

Address of Person Doing Business with the County: 120 N. LaSalle St. Chicago IL

Phone number of Person Doing Business with the County: 312·264·4714

Email address of Person Doing Business with the County: greg.kosin@gitc.com

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

GREGORY M. KOSIN, PRESIDENT, 312·264·4714

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

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

RFP No. 1528-14540

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

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

Shannon E. Andrews, Chief Procurement Officer,

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

UNKNOWN

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

Check the box that applies and provide related information where needed

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

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

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

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

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

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

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

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

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

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

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

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

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

Signature of Recipient

May 4, 2015
Date

SUBMIT COMPLETED FORM TO:

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

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

SECTION 4

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINALS

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

Execution by Corporation

GREGORY M. KOSIN
President's Name

President's Signature

312.264.4714
Telephone

greg.kosin@gitc.com
Email

Secretary Signature

May 4, 2015
Date

Execution by LLC

Member/Manager (Signature)*

Date

Telephone

Email

Execution by Partnership/Joint Venture

Partner/Joint Venturer (Signature)*

Date

Telephone

Email

Execution by Sole Proprietorship

Signature

Date

Telephone

Email

Subscribed and sworn to before me this
4th day of May, 2015

My commission expires

"OFFICIAL SEAL"
EDITH M. RADEK
Notary Public, State of Illinois
My Commission Expires 06/24/18

Notary Public Signature

Notary Seal

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

SECTION 5
COOK COUNTY SIGNATURE PAGE

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

Sam E. M

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 11 DAY OF January ,20 16.

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

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

1528-14540

OR

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

TOTAL AMOUNT OF CONTRACT: $ $100,000.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: