

**Property Management Services for George W. Dunne  
Cook County Office Building**

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY DEPARTMENT OF REAL ESTATE MANAGEMENT

AND

MB REAL ESTATE SERVICES INC.

CONTRACT NO. 1923-17871  
(PURCHASE ORDER NO. 70000171869)

## **MANAGEMENT AGREEMENT**

**PROPERTY:**           **GEORGE W. DUNNE COOK COUNTY OFFICE BUILDING**

**OWNER:**             **COUNTY OF COOK**, a body politic and corporate of the State of Illinois

**MANAGER:**         **MB Real Estate Services Inc.**, a Delaware corporation

**DATE:**              **January 1, 2021**

---

---

---

## TABLE OF CONTENTS

	<b>Page</b>
PART I - REFERENCE DATA	1
PART II - STANDARD TERMS	2
ARTICLE 1 - RETENTION OF MANAGER; GENERAL DEFINITIONS	2
1.1 Retaining Manager	2
1.2 General Definitions	2
ARTICLE 2 - MANAGER'S RESPONSIBILITIES	3
2.1 Management; Independent Contractor	3
2.2 Employees	4
2.3 Compliance with Laws, Mortgages, etc.	4
2.4 Annual Business Plan	5
2.5 Contracts and Competitive Bidding	6
2.6 Repairs	9
2.7 Service Contracts	9
2.8 County Self-Performed Services	9
2.9 Leasing	9
2.10 Collection of Rents and Other Income	10
2.11 Tenant Services	10
2.12 Moisture and Mold	10
2.13 Security	11
ARTICLE 3 - INSURANCE AND CLAIMS	11
3.1 Owner's Insurance and Rights	11
3.2 Manager's Insurance	11
3.3 Indemnification	12
3.4 Contractors' and Subcontractors' Insurance	12
3.5 Waiver of Subrogation	13
ARTICLE 4 – BANK ACCOUNTS; PAYMENT OF EXPENSES	13
4.1 Bank Accounts and Collection of Income	13
4.2 Allocation and Payment of Expenses	14
ARTICLE 5 – COMPENSATION OF MANAGER	15
5.1 Management Fee	15
5.2 Construction Administration Fee	15
5.3 Leasing Commissions	15
5.4 No Penalty for Late Payment	15

---

---

ARTICLE 6 – FINANCIAL REPORTING AND RECORDKEEPING	16
6.1 Books and Accounts	16
6.2 Monthly Statements; Financial Reports	16
6.3 Annual Financial Reports	18
6.4 Supporting Documentation	18
6.5 Transfer of Funds	18
6.6 Owner’s Property	19
6.7 Files and Records	19
ARTICLE 7 – OWNER’S RIGHT TO AUDIT	19
7.1 Right to Audit	19
7.2 Audit Costs	19
ARTICLE 8 – BANK ACCOUNTS	20
8.1 Operating Account	20
8.2 Security Deposit Account	20
8.3 Change of Banks	20
8.4 Access to Account	20
ARTICLE 9 – OFFICE SPACE, PAYMENT OF EXPENSES AND APPROVAL OF PERSONNEL	20
9.1 Costs Eligible for Payment from Operating Account	20
9.2 Non-Reimbursable Costs	21
ARTICLE 10 – INSUFFICIENT FUNDING	23
10.1 Priorities	23
10.2 Statement of Unpaid Items	23
10.3 Inadequate Funds	23
ARTICLE 11 – SALE OR FINANCING OF PROPERTY	23
11.1 Manager’s Cooperation	23
11.2 No Sales/Brokerage Commissions	23
ARTICLE 12 – COOPERATION WITH CLAIMS	24
12.1 Cooperation	24
ARTICLE 13 - COMPENSATION	24
13.1 Compensation	24
13.2 Construction Supervision	24
ARTICLE 14 - TERMINATION	25
14.1 Termination	25
14.2 Termination Without Notice	25
14.3 Final Accounting	25
14.4 Obligation to Vacate; Orderly Transition	26

---

---

ARTICLE 15 – SUBSIDIARIES AND AFFILIATES	26
15.1 Subsidiaries and Affiliates	26
ARTICLE 16 – NOTICES	26
16.1 Notices	26
ARTICLE 17 – OTHER COUNTY ORDINANCES AND CERTIFICATIONS; TAX EXEMPTIONS	27
17.1 Tax and Fee Delinquency	27
17.2 Certifications and Execution Forms	27
17.3 Tax Exemptions	27
17.4 Cooperation with Inspector General	27
17.5 Compliance with Ordinances	27
ARTICLE 18 – MISCELLANEOUS	27
18.1 No Assignment	27
18.2 Consent and Approvals	28
18.3 Pronouns	28
18.4 Amendments	28
18.5 Headings	28
18.6 Representations	28
18.7 Use of Owner’s Name Prohibited	28
18.8 Complete Agreement	28
18.9 Governing Law	28
18.10 Exculpation	29
18.11 Other Information	29
18.12 Further Assurances	29
18.13 Intentionally Omitted	29
18.14 Confidentiality	29
18.15 Attorneys’ Fees	29
EXHIBITS	
A. Scope of Work	
B. Staffing Plan/Key Personnel	
C. Existing Service Contracts	
D. Manager’s Compensation	
E. Operating Budget	
F. Contractor and Subcontractor Insurance Limit Requirements	
G. Service Contractor Insurance Limit Requirements	
H. Identification of Subcontractor/Supplier/Subconsultant Forms	
I. Minority Business-Owned Business Enterprise & Women-Owned Business Enterprise Utilization Plan	
J. Economic Disclosure Statement Forms	

---

---

## MANAGEMENT AGREEMENT

Owner and Manager act and agree as follows:

### PART I REFERENCE DATA

Each reference in this Agreement to any of the following defined terms will be deemed to incorporate all of the following information:

“Commencement Date” – January 1, 2021

“Contract Term” – January 1, 2021 through December 31, 2023  
with two, one-year renewal options

“Management Fee” – One Hundred Sixty-Eight Thousand Five  
Hundred Thirty-Three Dollars (\$168,533) per year

“Construction Administration Percentage” –

Costs over \$25,000	1.0%
Costs over \$250,000	0.5%

“Workplace Strategy Planning” –

\$0.05/sf for initial plan

\$0.025/sf for modification to initial plan

“Construction Supervision Percentage” –

Costs over \$25,000	2.0%
Costs over \$250,000	1.5%

“Leasing Commissions”

Retail New or Expansion: Co-brokered 1½ x 8%/3% Average Annual Net  
Rent Retail Renewal: Co-brokered 1½ x 3% Average Annual Net Rent  
Retail New or Expansion: No co-broker 8%/3% Average Annual Net Rent  
Retail Renewal: No co-broker 3% Average Annual Net Rent

Office New or Expansion: Co-Broker \$.625/sf/year to MBRE,  
\$1.25/sf/yr to outside broker  
Office Renewal: Co-Broker \$.625/sf/year to MBRE,  
\$1.25/sf/yr to outside broker  
Office New or expansion: No co-broker \$1/sf/yr to MBRE  
Office Renewal: No co-broker \$1/sf/yr to MBRE

---

Notes:

(1) New Leases with local Government bodies

Commissions due MBRE will be reduced by 20% for leases with local government bodies. Commission amounts to outside brokers, however, would be dependent on whether or not the local government body was represented by a broker in the transaction

(2) Renewals with Government Tenants on existing space

MBRE shall be due a commission for any new space taken for expansions as part of any renewal with a Governmental Tenant in accordance with the commission schedule and terms applicable to Government Tenant

(3) Renewals with Government Tenants on new space

MBRE shall be due a commission on the new lease term for all new Government Tenant lease agreements entered into during the term of the PMA. Should the initial term be less than 5 years, than the new PM shall be due a renewal commission up to a maximum term of 5 years if the lease is further renewed. Cap on commission: the max amount of leasing commission is 5 years on a government lease on initial space

General Notes:

(1) Protected Lease Transactions

The PM may not be due a commission for any lease agreements that were initiated before the PMA and entered into by Cook County within 3 months from the commencement date of the PMA. Furthermore, the PM shall be due a commission for any lease transactions initiated during the term of the PMA and entered into by Cook County within 3 months from the expiration of the PMA.

(2) Payment of Leasing Fees:

For all fees earned by the Property Manager, Cook County shall issue payment not later than

- (1) 50% within 60 days from when Cook County enters into an agreement
- (2) 50% within 60 days following when the tenant accepts possession of the premises.

“Manager’s Notice Address” – MB Real Estate Services Inc.  
181 W. Madison, Suite 4700  
Chicago, IL 60602

“Owner’s Notice Address” Office of the Chief Procurement Officer  
118 N. Clark, Suite 1018  
Chicago, Illinois 60602

---

With a copy to:  
Cook County Real Estate Management Division  
69 W. Washington, Suite 3000  
Chicago, Illinois 60602

---

-----  
Part II of this Agreement and Exhibits A through J attached hereto are made a part of this Agreement as effectively as if set forth above the signature lines upon execution.



---

**PART II  
STANDARD TERMS**

**ARTICLE 1. RETENTION OF MANAGER; GENERAL DEFINITIONS**

**1.1 Retaining Manager.** Owner hereby retains Manager to manage the Property in accordance with the terms and conditions of this Agreement, utilizing trained, experienced personnel employing current state of the art real estate management practices and techniques, and Manager accepts its duties and responsibilities under this Agreement. Manager’s duties and responsibilities will commence on the Commencement Date.

**1.2 General Definitions.** As used in this Agreement, the following terms shall have the following respective meanings:

“Affiliate” – As to any specified person or entity, a person or entity which (i) is a director, officer, partner, member or trustee of such specified person or entity, or in which such specified person or entity or any owner of any direct or indirect interest therein is a director, officer, partner, member or trustee, (ii) has any direct or indirect legal or beneficial interest in such specified person or entity, or in which such specified person or entity or any owner or any direct or indirect interest therein has any direct or indirect legal or beneficial interest or (iii) directly or indirectly controls, is controlled by or is under common control with such specified person or entity.

“Agreement” - This Management Agreement, as same shall be amended from time to time. This Agreement consists of Part I, Part II, Part III and Exhibits A through H attached hereto, all forming part of this Agreement.

“Annual Business Plan” or “ABP” - The annual business plan to be prepared and submitted in accordance with Part II, Section 2.5.

“Board” – The Cook County Board of Commissioners.

“Chart of Accounts” - Owner’s approved form of Chart of Accounts, a copy of which is included in the Standard Property Report Manual, as modified by Owner from time to time.

“Construction Work” – That certain work established in Part II, Section 11.2.

“County Fiscal Year” shall mean the twelve month period commencing on December 1.

“Director” shall mean the Director of Real Estate Management.

“Management Committee” shall be a County oversight committee as designated from time to time by the Director of Real Estate Management, and may include representatives from the using entity, the Office of Capital Planning and Policy, the Department of Budget and Management Services, and others as designated by the Director.

---

“Management Fee” - The fee for Manager’s management services rendered under this Agreement shall be paid monthly in accordance with Part II, Sections 4.5 and 11.1.

“Management Manual” – The management manual which shall include such items as cleaning specifications, maintenance schedule, and other requirements for oversight of the specific building initially prepared by Manager within thirty (30) days after the Effective Date, revised by Manager in accordance with Owner’s directives, and as modified by Owner from time to time.

“Manager” shall mean the entity signing this Agreement as Manager. Manager may also be referred to as “Contractor”.

“Monthly Reporting Package” – That certain reporting obligation established pursuant to Part II, Section 4.2.

“Monthly Statements” – The monthly reports set forth in Part II, Section 4.2.

“Operating Account” – That certain bank account established pursuant to Part II, Section 6.1.

“Operating Budget” – That certain budget established pursuant to Part II, Section 2.5.

“Rents” – That certain amount set forth in Part II, Section 11.1.

“Standard Property Report Manual” – The reporting manual initially prepared by Manager within thirty (30) days after the Effective Date, revised by Manager in accordance with Owner’s directives, and as modified by Owner from time to time.

“Tenant” or “Tenants” shall mean the occupant or occupants of the Property, whether under lease or assigned to the Property by Owner.

## **ARTICLE 2. MANAGER’S RESPONSIBILITIES**

**21 Management; Independent Contractor.** Manager will manage, operate and maintain the Property in an efficient manner and in substantial conformance with the ABP approved by Owner. In performing such duties, Manager will act in a fiduciary capacity with respect to the proper protection of and accounting for the Property and the revenue therefrom. Manager will deal at “arm’s length” with all third parties (including any Affiliate of Manager) and Manager will serve Owner’s interests at all times. The Manager will diligently and competently perform all services required by this Agreement, and will exercise initiative in identifying and recommending to the County opportunities for improvements and cost savings in the operation, maintenance and management of the Property. Owner may request that Manager submit a proposal to provide additional services, beyond those described in this Agreement, related to the use, occupancy and management of the Property, as may be needed. Manager’s compensation for such additional services shall be agreed upon between Manager and Owner at the time the services are rendered. This Agreement is not one of general agency by Manager for

---

Owner, but one pursuant to which Manager is engaged as an independent contractor, and in that respect has only a limited agency as specifically set forth in this Agreement.

**2.2 Employees.** Manager will have in its employ or its Affiliates' employ at all times such experienced personnel as may be necessary to accomplish the efficient and successful operation and management of the Property, including without limitation the services of an experienced senior supervisory executive satisfactory to Owner. All employees required for the operation and management of the Property shall be employees of Manager or its Affiliate, not Owner. Subject to reimbursement of Manager pursuant to Section 2.3 and Section 7.1(l) below, all matters pertaining to the employment, supervision, compensation, promotion and discharge of such personnel will be the sole responsibility of Manager, and Owner will have any liability with respect thereto. Manager will negotiate with any union lawfully entitled to represent any such personnel and will execute in its own name, and not as agent for Owner, any collective bargaining agreements or labor contracts covering such personnel. Manager will comply fully with all applicable laws and regulations relating to worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer- employee related subjects. Manager represents that it is and will continue to be an equal opportunity employer and agrees to advertise as such.

**2.3 Compliance with Laws, Mortgages, etc.** Manager will use commercially reasonable efforts (at Owner's expense, except as otherwise provided in this Agreement) to comply with federal, state and municipal laws, ordinances, rules, regulations and orders relative to the tenancy, use, operation, repair and maintenance of the Property and with the regulations of the local Board of Fire Underwriters or other similar bodies. Manager, with the prior approval of Owner, will promptly remedy any violation of any such law, ordinance, rule, regulation or order which comes to its attention, provided that in the case of emergency, or imminent threat to the health, safety or welfare of tenants or any other person, or if so ordered by a governmental authority, Manager shall promptly remedy such violation and notify Owner as soon as practical; provided, however, that the cost of any such repairs or changes will be an expense of the Property. Manager shall notify Owner and recommend any repairs or changes to the Property or operation thereof which will be required under proposed changes in laws, ordinances, rules and regulations (such as the Americans with Disabilities Act), provided, however, that the cost of any such repairs or changes will be an expense of the Property.

Except as otherwise specifically directed by Owner, Manager will use commercially reasonable efforts to comply with all contracts and agreements relating to the Property, including, without limitation, any ground lease, space lease, mortgage, deed of trust or other security instrument affecting the Property; provided, however, that such compliance will be an expense of the Property and Manager will not be required to make any payment from its own funds or incur any individual liability.

Manager will, at Manager's individual expense, maintain its corporate existence and good standing and obtain and maintain in effect all licenses and permits with respect to Manager necessary to carry out its duties hereunder.

---

**24 Annual Business Plan.** Manager will prepare and submit to Owner for Owner's approval, an Annual Business Plan for the Property, which will include an Operating Plan and Budget and a Capital Improvements Plan and Budget, which will provide for the leasing, operation, repair, maintenance, and improvement of the Property for each County Fiscal Year during which this Agreement is in effect. Manager agrees to use all commercially reasonable efforts to ensure that the actual costs of maintaining and operating the Property do not exceed the operating budget (the "Operating Budget") which is a part of the approved ABP either in total or in any one accounting category. All actual expenses must be charged to the proper account on a basis consistent with the Operating Budget classifications. No expense may be reclassified except as needed to correct an inadvertent error. Manager will secure Owner's prior written approval, which approval shall be in Owner's sole discretion but which response will not be unreasonably delayed, for any expenditure that will result in a variance of the greater of \$5,000 or 5% of the annual budgeted amount in any one accounting category of the Operating Budget. The initial year's Annual Business Plan will be agreed upon prior to execution of this Agreement; thereafter the Annual Business Plan will be provided in June of each year for the fiscal year following, or at such other time as requested by the County. Manager acknowledges that Owner may require changes to the Annual Business Plan, Operating Budget, and Capital Budget from time to time during the course of the year. Owner will use its best efforts to provide to Manager reasonable notice or and reasons for said change. The Annual Business Plan shall include the following specific detail:

**2.4.1 Staffing Plan.** The staffing plan shall include an organizational chart indicating the management structure and subcontractors.

**2.4.2 Schedule of Employees.** A schedule of employees to be employed on-site in the direct management and operation of the Property, including the names of such employees, their respective titles and proposed salaries for the period covered, the allocation of each such employee's time to the Property and which employees are bonded or are covered under Manager's comprehensive crime insurance policy. The Schedule of Employees identifies those employees whose salaries may be charged pro rata to the Property based upon direct services rendered to the Property, and except as set forth in the approved Annual Business Plan in no event shall any other employee related expenses be charged to the Property without the prior written approval of Owner. Notwithstanding anything in this Agreement to the contrary, the property manager must be approved by Owner in advance, following the submittal by Manager of details on the proposed property manager's background and experience. The Schedule of Employees will be updated promptly by Manager to provide current information at all times.

**2.4.3 Key Personnel.** A schedule setting forth the key personnel who will be responsible for the performance of Manager's duties under this Agreement (the "Key Personnel") are identified on Exhibit B. Manager acknowledges and agrees that Owner is relying on the experience and expertise of the Key Personnel and that each of the Key Personnel shall be actively engaged in the management of Manager or the direct parent of Manager at all times. Any change in the Key Personnel shall be subject to Owner's written approval.

---

**2.4.4 Operating Expenses.** The Operating Plan shall itemize each type of service to be provided for the Property. The Operating Plan should specifically describe the following specific Services at a minimum, as well as any other recommended Services.

General administration, accounting, tenant Services, and miscellaneous services and activities not described elsewhere;

Maintenance and repair services to be provided by skilled trades and service providers;

Inside and outside cleaning and janitorial services and supplies;

Security services;

All utilities necessary for the operation of the Property.

During the fiscal year Manager shall inform Owner, through its Director of Real Estate Management, promptly of any significant costs, expenses or income that were not reflected in the Operating Budget.

In the event that Owner has not approved the Operating Budget for the Property in any year, Manager shall cause the Property to be operated in accordance with the Operating Budget approved by Owner for the prior year, unless Owner has approved a portion of the Operating Budget submitted by Manager for the current year, in which case Manager shall cause the Property to be operated in accordance with the portion of the Operating Budget approved for the current year and in accordance with the provisions of the Operating Budget approved for the prior year for all items not so approved for the current year. No capital expenditures shall be made by the Manager unless provided for in the approved Operating Budget for the period.

**25 Contracts and Competitive Bidding.** Manager shall prepare, negotiate and execute, as agent for Owner, contracts pertaining to the operation, security, maintenance, improvements, capital expenditures, alterations and services for the Property, including utility agreements, supplies contracts and equipment leases; provided, however that (i) any such contract having a term in excess of one year must be terminable by Owner on no more than 30 days' notice without cause; (ii) the nature and cost of the services to be contracted for are included in the then current Operating Budget or Capital Budget; (iii) any such contract with an affiliate of Manager shall be subject to Owner's prior written approval; (iv) any work or services costing in excess of twenty-five thousand dollars (\$25,000) shall be subject to Owner's prior written approval, notwithstanding provision for such work or service in the respective budget; and (v) the work or services are competitively bid or procured, in accordance with the procedures set forth below. For general guidance as to procurement methods, such as bids, requests for proposals, and what method is appropriate in a given circumstance, the Cook County Procurement Code, Chapter 34, Article IV, Sections 34-120 *et seq.* should be consulted, and the Chief Procurement Officer will provide guidance as to appropriate means of obtaining competitive pricing. The Cook County Procurement Code is available at:

<http://library.municod.com/index.aspx?clientId=13805&stateId=13&stateName-Illinois>. In

---

general, procurement of supplies, goods, materials, equipment and services are required to be made by competitive bidding, and where competitive bidding is required, contracts will be awarded to the lowest responsive and responsible bidder. However, exceptions exist to this requirement, such as in the case of professional services, where price is not the sole consideration in award. All contracts for repairs, goods and services relating to the Property shall be paid for, at cost, out of the Operating Account, and all capital improvements shall be paid for, at cost, out of the Capital Account, unless otherwise instructed by Owner in writing and shall be awarded by Manager on the basis of the competitive bidding and solicitation procedures set forth below (unless an alternative bidding and solicitation procedure is requested by Manager and approved by Owner in writing):

(a) Expenditures of \$5,000 or less, in the aggregate, from any one vendor in any one year may be made without a competitive process. For each expenditure over \$5,000 but under \$25,000, Manager shall request three (3) written bids or proposals. If Manager is unable to obtain three (3) written bids or proposals, Manager may award the contract regardless of the absence of three (3) written bids or proposals, with the approval of the Director. Manager may accept a bid (or if competitive bidding is impractical, select a vendor with such competitive process as is appropriate under the circumstances, such as written proposals in the case of professional services) without prior approval from Owner if the expenditure is for a budget approved item and will not, at the time of the expenditure, exceed the annual budgeted accounting category of the applicable Operating Budget. Individual expenditures under \$25,000 are not required to comply with the MBE/WBE participation goals as set out in Section 2.5(c) but can be counted toward participation goals if Manager so chooses.

(b) For each expenditure over \$25,000, a minimum of three (3) written bids or proposals shall be obtained by Manager. If Manager is unable to obtain three (3) written bids or proposals on its first attempt, Manager must solicit additional bids or proposals in its attempt to obtain three (3) written bids or proposals. Manager may contact the Cook County Office of Procurement for assistance in identifying available providers and for guidance in obtaining bids or proposals. If Manager is still unable to obtain three (3) written bids or proposals, Manager may contact the Director for approval to proceed with less than three (3) bids or proposals. Prior to accepting a bid or proposal, Manager shall obtain Owner's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed.

(c) Manager must comply with all applicable federal and state statutes, and will comply with County ordinances to the extent provided herein, with respect to contracts entered into under the terms of this Agreement including, but not limited to, the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.*, and the Public Construction Bond Act, 30 ILCS 550/.01, *et seq.*, and the following specific sections of the Cook County Code of Ordinances: the Living Wage Ordinance, Cook County Code of Ordinances, Section 34- 160; the Responsible Bidder Process for Public Works Construction, Maintenance and Repair Contracts (Section 34-145), the Percentage of Work of Public Works Projects to be Performed by County Residents (Sec. 34-190), and the Prevailing Wages for Covered

---

Services Ordinance (Section 34-163). Manager further agrees to comply with any other requirements that may be imposed by the Cook County Office of Procurement from time to time. Manager may request in writing that Owner waive competitive bidding rules with respect to a particular contract, good, service or Property by its written approval, which approval shall not be unreasonably delayed or withheld by Owner.

(d) In addition to the foregoing requirements, Manager shall comply with the Owner's ordinances regarding MBE/WBE participation, Cook County Ordinances, Chapter 34, Sections 34-260 through 34-280 and Sections 34-294 through 34-299, in contracting for construction, goods, services and supplies on behalf of Owner in accordance with this Agreement. Pursuant to Section 34-267 of the ordinance, the goals for procurements made by Manager on behalf of the County for purposes of providing the goods, services and supplies required under this Agreement are to strive to award 25% of the total dollar amount of a contract to one or more MBEs and 10% of the total dollar amount of a contract to one or more WBEs. In the event Manager is required to procure construction services pursuant to Section 34-294 of the ordinance, the MBE goal will be 24% and the WBE goal will be 10% of the total dollar amount of the contract. Manager shall be responsible for submitting the appropriate documentation to the Cook County Office of Contract Compliance to demonstrate its compliance with the MBE/WBE ordinance. Manager shall also meet with the Cook County Office of Contract compliance on a quarterly basis to discuss Manager's good faith efforts to comply with the MBE/WBE participation goals. Compliance with these provisions shall be determined on the basis of all expenditures of County funds, with such exclusions as are determined by the Office of Contracts Compliance. Notwithstanding the above, the contract amount which is the basis for determining the MBE/WBE goal percentage shall not include expenditures by Manager for utilities and personnel costs. For additional information regarding any Contractor's obligation to comply with the Owner's ordinances, please see the Instruction to Bidders and General Condition, which is available on the Office of the Chief Procurement Officer's website.

(e) In the event the County has an existing contract pursuant to which Manager could obtain supplies, materials, equipment and services at a reasonable cost, Manager may purchase such supplies, materials, equipment and services under the terms of the existing contract by following the requirements of the Cook County Office of Procurement rather than entering into a new contract pursuant to clauses (a) and (b) above. If requested by the County, the Manager will utilize a County-wide contract, provided the cost of utilizing such contract can be accommodated within the approved Budget.

Notwithstanding the foregoing, the procedures set forth in clauses (a)-(d) above shall be waived with respect to an emergency repair if such emergency repair is reasonably necessary, in the reasonable opinion of Manager, to protect the Property from immediate risk of damage or to maintain services Owner is required to provide; provided however, that if practicable under the circumstances, the Manager shall obtain quotations or proposals from at least three (3) providers. The Manager shall report the basis for the emergency procurement and reasons for the selection of the contractor to the Director within five (5) business days of making an emergency procurement.

---

**26 Repairs.** Manager shall, at the expense of the Property to the extent of the actual cost thereof to Manager, make all ordinary and extraordinary repairs, decorations and alterations to the Property, subject to the limits of the approved ABP, Operating Budget or approved by Owner. Manager may not make expenditures for repairs which exceed \$10,000 unless otherwise approved in writing by Owner, which approval shall be in Owner's sole discretion but which response will not be unreasonably delayed; provided, however, Manager may make expenditures for repairs without prior written approval if it is necessary to prevent imminent damage to the Property or the health or safety of any person on or about the Property or if Owner is threatened with immediate criminal or civil liability. Owner must be informed of any such expenditures as quickly as possible, and in any event not later than the end of the next business day.

**27 Service Contracts.** Manager will not enter into any contract for cleaning, maintaining, repairing or servicing the Property that requires annual payments in excess of \$5,000 not set forth in the ABP or Operating Budget, without the prior written consent of Owner, which approval shall be in Owner's sole discretion but which response will not be unreasonably delayed. All service contracts will: (a) be on behalf of Owner and executed by the Manager as independent agent for Owner, (b) be assignable, at Owner's option, to Owner's nominee, (c) include a provision for cancellation thereof by Owner without payment of any fee upon not more than 30 days' written notice, (d) require that all contractors provide evidence of insurance sufficient to meet the requirements of Section 3.4 below, and (e) contain the following exculpation and indemnification provisions satisfactory to Owner: "Contractor shall indemnify, defend and hold Owner, Advisor, Manager and each of their respective affiliates, officers, directors, employees and agents harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorneys' fees, court costs and costs of settlement arising out of or in connection with Contractor's provision of services to the Property; provided such claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses are not the result of the gross negligence or willful misconduct of Owner, Advisor or Manager or any of their respective officers, directors, employees or agents. Contractor agrees to look solely to Owner's interest in the Property for the satisfaction of any claim arising or accruing against Owner, its officers, directors, shareholders, partners, trustees, beneficiaries, agents or employees, and in no event shall Owner, its officers, directors, shareholders, partners, trustees, beneficiaries, agents or employees have any personal liability under this Contract." Exhibit C lists all contracts existing as of the date of this Agreement which provide for utility service, cleaning, repair, maintenance or other services for any of the Properties. Upon a change to Exhibit C, Manager will update Exhibit C and provide to Owner in the next monthly reporting package.

**28 County Self-Performed Services.** From time to time, the County may elect to provide certain services with its own forces. If County wishes to do so, County will notify Manager prior to submission of the annual Operating Budget to the Department of Budget and Management Services. Manager will work with the Management Committee to implement such County-performed services, and will cancel or amend any affected service contracts to allow for such self-performed services.

**29 Leasing.** Manager will make every reasonable effort to keep desirable tenants for the Property. If Owner selects an independent leasing agent, Manager will cooperate fully with



---

Owner's leasing agent and any listing brokers. Upon request of Owner, Manager will provide leasing services to Owner for the compensation set forth in Exhibit D by separate written agreement. All leases will be: (i) on a standard form approved by Owner, (ii) in the name of Owner, and (iii) executed by Owner. Under current County ordinances, all leases must be approved by the Board; therefore, Manager will work with the Director as to the timing and actions necessary to obtain such approval. Manager shall review Owner's standard form lease within sixty (60) days after beginning management services under this Agreement and provide any comments and suggestions for updating or improving such documents to the Director or her designee. Legal services for leasing and contracting in the Property are provided by the Civil Division of the Cook County State's Attorney's Office.

**2.10 Collection of Rents and Other Income.** Manager will use diligent efforts to collect all rents and other charges which may become due at any time from any tenant or from others in connection with or for the use of the Property and will use its commercially reasonable efforts to ensure tenants' compliance with their respective leases. Manager will collect and identify any income from miscellaneous services provided to tenants or the public. All rents and other monies collected will be deposited in the Operating Account and will be paid to the Owner within ten (10) days after the end of the month for which such payments were received. Manager must obtain Owner's prior written approval before Manager may terminate any lease, lock out a tenant, institute suit for rent or use and occupancy, institute any proceeding for recovery of possession or alter or waive any monetary term of any lease. In connection with any collection efforts, Manager may retain only legal counsel or collection firms approved in writing by Owner. Manager shall submit all legal expenses incurred in bringing such proceedings to Owner for its approval. Manager will not write off any income items without Owner's prior written approval.

**2.11 Tenant Services.** Manager shall provide a full range of tenant services to ensure that the Property is maintained in a first class manner and that the tenant population is properly served through: (i) regularly scheduled contact with tenants using designated representatives, (ii) supervision of tenant moves, (iii) response to tenant inquiries and requests, and (iv) performance of frequent building inspections. Any unbudgeted work or services requested by tenants who are County departments or agencies must be approved by the Cook County Director of Real Estate Management before they are furnished by Manager. It shall be the responsibility of the County tenant to obtain such approval prior to submitting a request for work or services to Manager.

**2.12 Moisture and Mold.** Manager is responsible for keeping the Property clean and habitable, including maintaining proper ventilation of the Property and preventing conditions that are conducive to mold growth. Manager shall control humidity and moisture levels in the Property through proper operation of the heating, ventilation and air conditioning (HVAC) system and all plumbing fixtures, and Manager shall notify Owner immediately upon the discovery of any water leaks, standing water, condensation on interior surfaces, high humidity, musty smells, and visible mold anywhere in the Property. If visible mold is observed, Manager shall follow recognized remediation standards as promulgated by United States Environmental Protection Agency, Center for Disease Control or other commonly recognized standards. Manager agrees that Owner shall not be liable for any damages or injury to any person entering the Property that may result from Manager's failure to maintain proper humidity and moisture controls or failure to notify Owner of problems relating to moisture, humidity or mold.

---

**2.13 Security.** Manager will provide for adequate security for the Property. Manager will comply with all local, State and Federal laws and regulations pertaining to building security. In addition, (i) Manager will take steps to ensure that the building's security preparedness level is commensurate with the threat level currently posted by the Office of Homeland Security and (ii) within ninety (90) days following the Effective Date Manager shall prepare, for Owner's approval, a disaster recovery plan to be effective following a hurricane, earthquake, fire, flood or other natural disaster.

### **ARTICLE 3. INSURANCE AND CLAIMS**

**3.1 Owner's Insurance and Rights.** Owner may self-insure or, as an operating expense of the Property payable from the Operating Account, may obtain and keep in force adequate property and commercial liability insurance covering Owner as primary insured. Manager will use commercially reasonable efforts to furnish information requested by Owner for the purpose of placement of insurance coverages and will aid and cooperate in every reasonable way with respect to such insurance and any claim or loss thereunder. Manager will notify Owner promptly upon becoming aware of any casualty, loss, injury, claim or other event which may result in a claim under any insurance policy maintained by Owner. Manager will cooperate with Owner and Owner's insurance carrier on loss control inspections, responding to recommendations and other safety issues. Owner maintains the right to modify, delete, alter or change insurance requirements contained in Article 3.

**3.2 Manager's Insurance.** Manager will maintain the following insurance at its own expense (not chargeable to the Property):

(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:

Employer's Liability coverage with a limit of:

\$500,000 each accident;

\$500,000 disease-policy limit;

\$500,000 disease - each employee.

(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) **Automobile Liability** - As to any vehicle owned, non-owned or hired by Manager, \$1,000,000 covering losses due to bodily injury or property damage.

(d) **Comprehensive Crime (including Employee Dishonesty)**

Manager shall provide coverage for loss of money, securities and funds in the care, custody and control of Manager arising from the performance of this contract against loss by dishonesty, robbery, burglary, theft, destruction, disappearance, computer fraud, and other related crime risks. The policy must be written to cover losses in the maximum amount of monies/securities/funds collected, received and/or in the possession of Manager at any given time and shall include third party fidelity coverage.

(e) **Excess Liability Coverage** - \$5,000,000.

(f) Professional Real Estate Errors & Omissions insurance in the amount of \$1,000,000 covering the Manager against all sums which the Manager may become obligated to pay by reason of the liability imposed upon the Manager by law for damage resulting from any claim made against the Manager arising out of the performance of this Agreement and caused by any error, omission, or act of the Manager, or of any person employed by the Manager, or any others for whose acts the Manager is legally liable. The policy and aforesaid limit of liability shall be maintained for a period of not less than two (2) years following completion of this Agreement. Manager shall determine if Subcontractors shall maintain Professional Liability insurance and the limits of coverage

(g) **Cyber/Privacy Insurance**

Manager shall secure coverage for third party claims and losses to Owner that result from data breaches, breaches of confidential information, transmission of virus or malicious code, unauthorized access or criminal use of third party information, ID/data theft, and, invasion of privacy regardless of the type of media involved in the loss, breach, transmission, or access.

This insurance shall remain in force for the life of Manager's obligations under this Agreement, including any period that results from a renewal or extension of the agreement, and shall have a limit of liability of not less than \$1,000,000.

- (a) The retroactive coverage date shall be no later than the effective date of this contract.
- (b) Coverage must be maintained for a minimum of two (2) years after the completion of services or work provided by the vendor.

---

The minimum A.M. Best's rating of each insurer is A-/VII or carrier acceptable to Owner. Manager will furnish Owner with certificates at inception of this agreement and when coverage is renewed or replaced, evidencing the aforesaid coverages, which will include provisions to the effect that insurer will endeavor to provide Owner with at least 30 days' prior written notice of cancellation or non-renewal of or any material change in any of the aforesaid policies. Owner will be named as an additional insured with respect to all insurance policies, except Workers' Compensation and Professional Liability, on a primary and non-contributory basis and as loss payee as respects (d) above. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

**Waiver of Subrogation.** In so far as, and to the extent that, the following provision may be effective without invalidating or making it impossible to obtain insurance, Manager and Owner agree that with respect to any hazard, liability, casualty or other loss or claim which is covered by insurance then being carried by either Owner or Manager, (a) the party carrying such insurance and suffering such loss releases the other party of and from any and all claims with respect to such loss to the extent of the insurance proceeds paid with respect thereto and specifically excepting from such release any deductible required to be paid therewith; and (b) their respective insurance companies shall have no right of subrogation against the other or their respective agents, contractors, employees, licensees or invitees on account thereof.

**3.3 Indemnification.** Manager will (at its own expense and not as an operating expense of the Property) indemnify, defend and hold Owner harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorneys' fees, court costs and costs of settlement, sustained or incurred by or asserted against Owner to the extent arising directly or indirectly out of (i) any default by Manager under the provisions of this Agreement or (ii) any negligence or willful misconduct of Manager or any of its officers, partners, directors, agents or employees, in connection with this Agreement or Manager's services or work hereunder, whether within or beyond the scope of its duties or authority hereunder occurring prior to or during the term of this Agreement. To the extent not covered by insurance, the costs of all litigation including damages brought against Manager and/or Owner by any tenants or employees alleging gross negligence, wanton misconduct, willful or intentional misconduct or criminal conduct on the part of Manager will be borne by Manager at its own expense and not as an operating expense of the Property, unless judgment has been entered in such litigation by a court of competent jurisdiction (such judgment having become final after all appeals or due to lapse of the applicable appeal period without appeal having been taken) holding Owner liable due to its own misconduct and not merely derivatively due to Manager's actions or failure to act. Manager's agreements under this Section will survive any termination of this Agreement to the extent of any liability or obligation arising out of facts or circumstances occurring or existing prior to such termination.

**3.4 Contractors' and Subcontractors' Insurance.** Manager will require that all parties performing work on or with respect to the Property, including, without limitation, contractors, subcontractors and service vendors, maintain insurance coverage at such parties' expense, not less than the following minimum amounts:

- (a) Workers' Compensation - Statutory amount.
- (b) Employer's Liability - \$500,000 each accident; \$500,000 disease-policy limit; \$500,000 disease - each employee.

- 
- (c) Automobile Liability - \$1,000,000 covering losses due to the insurer's liability for bodily injury or property damage.
  - (d) Commercial General Liability: Bodily injury and property damage – Per Exhibit F (construction contractors) or per Exhibit G (service contractors).
  - (e) Excess Liability Coverage – Per Exhibit F (construction contractors) or per Exhibit G (service contractors) or such greater amount as is needed for the specific job.
  - (f) Builder's Risk/Installation Floater - As needed for the specific job.
  - (g) Professional Liability (Architects & Engineers)

When any professional services are provided, Professional Liability insurance covering claims arising out of the performance or nonperformance of professional services for the Owner and Manager shall be secured and maintained. This professional liability insurance shall remain in force for the life of the Contractor's obligations under any contract or agreement, and shall have a limit of liability of not less than \$2,000,000 per claim. 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 any contract. Claims-made form coverage, or extended reporting following the expiration or termination of any contract, shall be maintained by the Contractor for a minimum of two years following the expiration or early termination of any contract and the Contractor shall annually provide Owner and Manager with proof of renewal.

Contractor shall determine if Subcontractors shall maintain Professional Liability insurance and the limits of coverage.

The minimum A.M. Best's rating of each insurer is A-/VII. Manager must obtain Owner's written permission to waive any of the above requirements. Higher amounts may be required by Owner if the work to be performed is deemed by Owner to be hazardous. Manager will obtain and keep on file a certificate of insurance which shows that each such party is so insured. Manager shall require that Owner and Manager be named as an additional insured with respect to Contractors' and Subcontractors' Auto Liability, Commercial General Liability and Excess Liability policies on a primary and non-contributory basis. Contractors' and Subcontractors' full policy limits and scope of protection shall apply to Owner and Manager as additional insureds even if it exceeds the minimum insurance requirements specified herein. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

All insurance policies, except Professional Liability, must contain a Waiver of Subrogation Endorsement in favor of Owner and Manager.

Manager must obtain indemnification and hold harmless provisions in favor of Owner and Manager or obtain Owner's written approval to waive such requirement.

---

## ARTICLE 4. BANK ACCOUNTS; PAYMENT OF EXPENSES

### 4.1 Bank Accounts and Collection of Income.

On or before the execution hereof, Manager shall establish and designate a bank account or accounts for the Property in the name of Owner (the "Trust Account"). Manager may endorse any and all checks drawn to the order of Owner for deposit in the Trust Account. Owner's signature shall not be required on checks drawn on such Trust Account, but Owner shall be an additional signatory on the Trust Account. Manager shall draw on the Trust Account for the purpose of paying gross income to Owner in accordance with the terms of this Agreement. Owner hereby authorizes Manager to request, demand, collect, receive and receipt for all rent, charges and other monies payable with respect to the Property. Promptly upon receipt thereof, Manager shall deposit all income collected from the Property into the Trust Account; it being understood that all funds so deposited in the Trust Account shall be held in trust for Owner and shall not be commingled with the funds of Manager. Gross revenues so collected shall be paid to Owner no less frequently than once per month. Such gross revenues shall not be reduced by Property Expenses, which shall be funded by Owner in accordance with Section 4.2. To the extent required by the leases, Manager shall prepare and deliver monthly invoices to tenants of the Property for amounts due under their leases.

### 4.2 ALLOCATION AND PAYMENT OF EXPENSES

**4.2.1 Generally Paid by Owner.** All obligations, costs or expenses incurred by Manager in accordance with implementing the Budget and Construction Budget or as otherwise allowed under this Agreement in the performance of its obligations pursuant to Article 2 shall be borne by Owner.

**4.2.2 Invoicing for Expenses.** Manager shall provide Owner with an invoice for estimated expenses no later than three (3) weeks prior to the first day of each month. Owner shall fund such expenses in advance by the first day of the month in which such expenses are due, based on the Budget, the Construction Budget and the invoice from Manager in Owner's standard form. Such Owner funds shall be deposited into the Trust Account and utilized for payment of expenses as they come due. Manager shall reconcile actual expenses against the amount paid by Owner on a quarterly basis and shall notify Owner of any shortfall or overpayment in accordance with Article 6. Any overpayment shall be paid over to Owner quarterly or, if this Agreement has terminated, shall be paid by Manager to Owner at the time Manager delivers the monthly statement to Owner. Any shortfall shall be paid by Owner to Manager by the last day of the calendar month following the end of the quarter.

**4.2.3 Office of the Building.** Owner shall make office space available for Manager's conduct of the duties described in this Agreement. The location and amount of such space shall be in Owner's discretion. Manager shall be responsible for office equipment required for its operation (the cost of which shall be reimbursable if properly included and approved as a Property Expense in the Budget), and for furniture which Manager deems necessary in addition to that provided by Owner.

**4.2.4 Manager's Costs.** Except as specifically shown in the Budget, Manager shall not be reimbursed for any of its:

- (a) employee costs related to employees above the level of building manager;

- 
- (b) employee costs related to periods prior to the commencement of the term of this Agreement (including, but not limited to, vacation and severance costs);
  - (c) costs for preparing the records, statements and reports set forth in Article VII;
  - (d) overhead costs; or
  - (e) office equipment, furniture, stationery, postage, telephone, bank charges, and all other administration expenses unless these are located on-site and are used solely for the operation of the Property.

**4.2.5 Payments.** Any payments to be made by Manager for the account of Owner shall be made out of the Trust Account. In the event Owner has failed to provide sufficient funds to meet all expenses, Manager may make such payments in the order Manager shall deem appropriate and Owner shall indemnify and defend Manager, together with its officers, partners, directors, shareholders, agents and employees, against and hold Manager and such other parties harmless from any and all losses, costs, claims, damages, liabilities and expenses, including without limitation reasonable attorneys' fees, arising directly or indirectly as a result of Owner's failure to provide such funds and Manager's application of existing funds.

**4.2.6 Advances and Reimbursements.** Manager shall not be required to make any advance to, or for the account of Owner, or to pay any amount except out of funds held or provided as aforesaid, nor shall Manager be required to incur any extraordinary obligation unless Owner shall furnish Manager with necessary funds for the discharge thereof.

## **ARTICLE 5. COMPENSATION OF MANAGER**

**51 Management Fee.** As compensation for Manager's management services rendered under this Agreement, Owner shall pay to Manager compensation as set forth in the attached Exhibit D applicable to each Property, payable in equal monthly installments (the "Management Fee").

The Management Fee shall be payable monthly in advance on or before the tenth day of each month (prorated for any partial month), subject to provision of an appropriate invoice.

**52 Construction Administration Fee.** Upon request of Owner, Manager covenants and agrees to act as construction supervisor with respect to any tenant improvements, capital improvements and other construction work made to the Property after the Commencement Date and will supervise, oversee and administer each and every aspect of any such construction work. "Construction Work" is defined as any construction, reconstruction or alteration of any improvements constituting part of the Property, but does not include the usual maintenance and repairs made to the Property. By way of illustration, Manager will (subject to prior written approval from the Cook County Director of Real Estate Management and the Cook County Director of Capital Planning and Policy in each instance): (a) negotiate contracts for architectural, design, engineering and construction services; (b) secure any and all necessary governmental approvals; (c) oversee the administration of construction contracts; and (d) act as project manager with respect to the Construction Work. Manager will be compensated for such construction supervision services as set forth in Exhibit D ("Construction Administration Fee"). The

---

Construction Administration Fee shall be payable monthly in arrears, subject to provision of appropriate invoices and documentation. In connection with the final payment of any applicable Construction Administration Fee to Manager, Manager shall provide a certification to Owner, in a form reasonably acceptable to Owner, that to the best of Manager's knowledge the applicable Construction Work has been performed in a good and workmanlike manner and in accordance with all applicable laws and any applicable contracts or other applicable documents (including, without limitation, any applicable lease(s)).

**53 Leasing Commissions.** As compensation for Manager's leasing services, rendered under Section 2.9 of this Agreement, Owner shall pay to Manager a leasing commission as set forth in Exhibit D.

**54 No Penalty for Late Payment.** No late payment interest penalties shall accrue for any payment due (including any and all payments made on disputed claims) pursuant to the terms of this Agreement.

## **ARTICLE 6. FINANCIAL REPORTING AND RECORDKEEPING**

**61 Books and Accounts.** Manager will maintain adequate and separate books and records for the Property, the entries on which shall be supported by sufficient documentation to ascertain that all entries are accurate. Such books and records will be maintained at Manager's Notice Address or at such other location as may be mutually agreed upon by Manager and Owner in writing. Unless turned over to Owner pursuant to Section 12.3, Manager shall retain all books and records for the Property for a period of 7 years after the end of the accounting period to which such books and records pertain. Manager will use commercially reasonable efforts to maintain such control over accounting and financial transactions as is reasonably required to protect Owner's assets from theft, negligence or fraudulent activity on the part of Manager's employees. Uninsured losses arising from theft, gross negligence or fraud by Manager or its employees are to be borne by Manager at its expense and not as an operating expense of the Property. If Owner so requires, Manager will perform all accounting and financial reporting and functions utilizing software prescribed by Owner, including maintaining records in compliance with the Illinois Local Records Act in accordance with Section 4.7 hereof. In such event, actual costs of licenses, training and maintenance for software will be treated as operating expenses of the Property.

**62 Monthly Statements; Financial Reports.** Manager will furnish to Owner, on or before the fifth (5<sup>th</sup>) day of the following month, a report (the "Monthly Reporting Package") of all transactions occurring during such reporting month. The Monthly Statements should have the same monthly cut-off as the bank statements. The purpose of said Monthly Reporting Package will be to inform and apprise Owner of the status and condition of the Property.

- (a) The general requirements for the Monthly Reporting Package and other financial reports are as follows:
  - (i) Manager shall use forms prescribed in the Monthly Reporting Manual included in the Standard Property Report Manual, as amended from time to time;
  - (ii) Manager will maintain electronically, as required by Owner, current data on rent rolls and financial and operating information in order to enable Owner



- 
- to maintain its financial systems and database;
- (iii) All statements and reports will be prepared in accordance with accounting principles generally accepted in the United States (“GAAP”), and
  - (iv) The Monthly Reporting Package and other reports required by Owner will include other items as specified in the Annual Business Plan and as required by Owner.
- (b) The Monthly Reporting Package will include, but not be limited to, the following (certain items may be excluded by permission of the Director, where inapplicable; for example, if no leases exist, subsections iv, vi, viii, xiii and xiv may be omitted):
- (i) A transmittal letter or executive summary which highlights key operational and financial matters, including comments on the financial and physical condition of the Property;
  - (ii) A balance sheet as of month end, prepared in accordance with GAAP, showing current month and prior month balances with the change from prior month. The balance sheet will be prepared in accordance with Owner’s Chart of Accounts or cross-referenced to Owner’s Chart of Accounts;
  - (iii) A statement of income and expense in accordance with GAAP. All expenses shall be included, regardless of the source of payment;
  - (iv) A cash flow statement reconciling net income to net cash flow on a monthly and year to date basis and a statement showing the monthly transfer of funds ;
  - (v) A budget versus actual variance report for the Property for the then current month and cumulatively year-to-date, showing variances from the approved Operating Budget. Any income statement or cash flow statement line item which indicates a variance in excess of 5% and over \$5,000 for the month or 10% and over \$10,000 year-to-date from the ABP for the then current month or the cumulative year-to-date total must be explained in detail satisfactory to Owner;
  - (vi) Three-month cash flow forecasts, with an explanation of variances from budget and previous projections;
  - (vii) All bank statements and reconciliations;
  - (viii) An aged accounts receivable listing and allowance for doubtful accounts, with a discussion regarding significant delinquencies and recommendations for write-offs or reserves where appropriate;
  - (ix) A status report on capital improvements, including analysis of expenditures to date, costs to complete and expected completion date;

- 
- (x) Supporting schedules for other balance sheet accounts (no less frequently than quarterly);
  - (xi) An accounts payable listing or check register; and
  - (xii) A statement of the Property Management Fee.

(c) At all times when there is space available or becoming available for leasing, Manager must also provide the following information in the Monthly Reporting Package:

- (i) A current rent roll (including vacancies, security deposits and other information specified by Owner) for the Property in a format acceptable to Owner;
- (ii) A lease expiration report;
- (iii) A summary of any comparable projects within the within a ten mile radius of the Property in which Manager or any of its Affiliates has acquired an interest during the preceding month; and
- (iv) An occupancy/leasing summary and or detail report;
- (v) A report on marketing efforts, contacts made, and proposed actions to lease available space.

**63 Annual Financial Reports.** Manager shall cooperate with Owner's accountants or internal auditors in the preparation of annual financial statements (and related management letter) and with the institution and maintenance of an "on-line" accounting system. Such Annual financial statements and management letters are to be issued within 45 days after the end of each calendar year.

**64 Supporting Documentation.** As additional support to the Monthly Statement, Manager will, at Owner's request, provide copies of, but not limited to, the following:

- (a) Detailed cash receipts and disbursements journals;
- (b) General ledgers;
- (c) Invoices for capital expenditures and non-recurring items;
- (d) Journal entries;
- (e) Paid bills;
- (f) Detailed working trial balance (if available);
- (g) Supporting documentation for payroll, payroll taxes and employee benefits; and
- (h) Other documents as reasonably requested by Owner.

---

**65 Transfer of Funds.** On the 15th of every month Manager will remit to Owner all cash balances derived from the rents or otherwise arising from the ownership or operation of the Property or the provision of services at the Property. The schedule for the transfer of funds may be changed from time to time by written instructions from Owner.

**66 Owner's Property.** All books, records, computer storage devices or drives containing Property information, invoices and other documents received and/or maintained by Manager pursuant to this Agreement are and will remain the property of Owner.

**67 Files and Records.** Manager will familiarize itself with the requirements of the Illinois Local Records Act (50 ILCS 205/1, *et seq.*) and with the Illinois Freedom of Information Act (5 ILCS 14/1, *et seq.*) and will follow a retention and disposal schedule for all records and files pertaining to the Property, under the direction of the Owner. Manager will immediately provide to Owner any Freedom of Information Act request received as to any information pertaining to the Property and will cooperate with Owner in responding thereto. Manager shall maintain files related to the Property in a good and orderly fashion at the Property or at Manager's Notice Address, such files being the sole property of Owner, including:

- (a) Tenant files, including executed leases, correspondence, and current rent roll, correspondence and communications regarding service issues;
- (b) Maintenance and repair files;
- (c) Accounting books and records;
- (d) Construction files, including site plans, as-built drawings, tenant space plans, construction specifications, and capital improvement schedules and information;
- (e) Operation files including, HVAC maintenance schedules, and operation manuals;
- (f) Service contracts, including contracts for cleaning, maintenance, landscaping, snow removal, trash removal, etc.;
- (g) Permits and licenses; and
- (h) Such other Property information as Owner requests from time to time.

## **ARTICLE 7. OWNER'S RIGHT TO AUDIT**

**71 Right to Audit.** Owner will at all times and upon at least twenty-four hours prior notification, which notification may be verbal, have the right to conduct audits and examinations and to make copies of the books and records maintained for Owner by Manager, no matter where such books and records are located. Such right may be exercised through any agent or employee of Owner, or any certified public accountant designated by Owner. Owner will also have the right to perform any and all additional audit tests relating to Manager's activities either at the Property or at any office of the Manager. Should Owner discover either weaknesses in internal control or errors in record keeping, Manager will correct such discrepancies promptly upon Owner's request and will inform Owner, in writing, of the action taken to correct such audit discrepancies.

---

**72 Audit Costs.** Except as otherwise provided below, any and all audits conducted by Owner will be at Owner's expense. If any audit discloses an overcharge of any of Manager's fees or expenses by 5% or more, then the expense of such audit shall be an expense of Manager, which Manager shall pay to Owner immediately upon demand by Owner. In addition, if any such audit discloses a deficiency in the amount of funds that should have been turned over by Manager to Owner, Manager shall immediately, upon demand by Owner, pay such deficiency to Owner, together with interest at the rate of 10% per annum.

## **ARTICLE 8. BANK ACCOUNTS**

**81 Operating Account.** Manager will deposit all rents and other funds collected from the operation of the Property in an interest-bearing account or accounts established for such Property (collectively, the "Operating Account") in a bank approved by Owner. Such account(s) shall be in the name of Owner. Owner will be given written notice of the account number and location of the Operating Account. Manager will pay out of the Operating Account the operating expenses of the Property and any other payments relating to the Property required by the terms of this Agreement or described in the approved ABP. If more than one account is required to operate the Property, each account will have a distinct name. The Operating Account will not be commingled with other funds of Manager.

**82 Security Deposit Account.** If required by Owner or required by law, tenant security deposits will be deposited by Manager in a separate interest-bearing trust account established in the name of Owner and at a bank approved by Owner. Except to the extent prohibited by law, all interest earned on this account will be distributed to Owner on a monthly basis as specified by Section 4.5. Manager agrees to handle all tenant security deposits in accordance with all applicable laws and regulations and in compliance with the leases of the Property.

**83 Change of Banks.** Owner may direct Manager to change any depository bank or depository arrangement. Manager shall not change any depository bank or arrangement or other banking relationship or procedure without the prior written approval of Owner.

**84 Access to Account.** Through the use of signature cards, authorized representatives of Owner will be permitted access to any and all funds in the bank trust accounts described in Sections 6.1 and 6.2. Manager's authority to draw against such accounts may be terminated at any time by Owner without notice to Manager. No borrowing authority shall be permitted on any bank accounts established on behalf of Owner.

## **ARTICLE 9. OFFICE SPACE, PAYMENT OF EXPENSES AND APPROVAL OF PERSONNEL**

**91 Costs Eligible for Payment from Operating Account.** Except as otherwise directed by Owner, Manager will pay the following Property expenses directly from the Operating Account, subject to the conditions contained in Article 2 and provided that such expenses are not the result of Manager's negligence, willful misconduct, or breach of this Agreement (in which case Manager shall pay such expenses, to the extent the same are a result of Manager's negligence, willful misconduct, or breach) out of its own funds to the extent not covered by the proceeds of any insurance applicable thereto):

- 
- (a) Third-party debt service, real estate taxes, personal property taxes, betterment assessments and similar governmental charges properly due with respect to the Property;
  - (b) Cost to correct any violation of federal, state or municipal laws, ordinances, regulations or orders or the rules of the applicable Board of Fire Underwriters with respect to the leasing, use, repair or maintenance of the Property;
  - (c) Actual and reasonable costs of making all repairs, decorations and alterations and performing all maintenance and preventive maintenance;
  - (d) Cost of collection of delinquent rentals collected through a collection agency which has been approved by Owner;
  - (e) Reasonable legal fees of attorneys approved by Owner;
  - (f) Cost of capital expenditures, subject to the restrictions contained in Section 2.8;
  - (g) Consultant fees payable to third parties approved by Owner;
  - (h) Cost of service contracts within the parameters of the ABP or the Operating Budget or otherwise approved by Owner and cost of utilities;
  - (i) Cost of advertising approved by Owner;
  - (j) Cost of printed forms and supplies required for use at the Property;
  - (k) Cost of printed checks and other bank fees for each bank account required by Owner;
  - (l) Subject to the limitations of Section 7.2, cost of salary and wages, payroll taxes, insurance, workers' compensation and other benefits of Manager's employees identified on Exhibit B that relate to the period of such employees' employment in connection with the Property; and
  - (m) Any other expenses included in the approved ABP or otherwise approved in writing by Owner.

**92 Non-Reimbursable Costs.** The following expenses or costs incurred by or on behalf of Manager in connection with the management of the Property will be at the sole cost and expense of Manager and will not be reimbursed by Owner from the Operating Account or otherwise, and Manager will indemnify and hold harmless Owner from all liability for same:

- (a) Cost of salary and wages, payroll taxes, insurance, workers' compensation and other benefits of Manager's offsite management, accounting and office personnel not reimbursable under Section 2.3;
- (b) General accounting and reporting services which are considered to be within the reasonable scope of the Manager's responsibility to Owner;
- (c) Cost of forms, papers, ledgers and other supplies and equipment of any kind used

---

in Manager's office at any location other than the Property;

- (d) Cost of electronic data processing equipment, or any pro rata charge therefor, whether or not located at the Property, or for data processing provided by computer service companies;
- (e) Political or charitable contributions;
- (f) Cost of advances made to employees and cost of travel by Manager's employees or agents to and from the Property;
- (g) Costs attributable to losses arising from gross negligence, misconduct or fraud on the part of Manager, Manager's associates or Manager's employees, or arising from Manager's breach under this Agreement, including, without limitation, theft of assets by Manager's employees, contractors or other agents; penalties or loss of discount due to delay in payment of bills or invoices; overpayment or duplicate payment of invoices arising from either fraud or error; overpayment of labor costs arising from either fraud or error; a sum equal to the value of any form of payment from purveyors of goods or services to any of Manager's employees, contractors or agents arising from the purchase of goods or services relating to the Property; and unauthorized use of facilities by Manager's employees, contractors or agents;
- (h) Cost of comprehensive crime insurance or fidelity bonds purchased by Manager;
- (i) Training expenses;
- (j) Employment and employment agency fees not related to on-site staffing;
- (l) Advertising expenses of Manager;
- (m) Dues of Manager or any of its employees in professional organizations or the cost of any of Manager's employees participating in industry conventions, meetings or other functions; and
- (n) All other costs and expenses not described in Section 7.1.

## **ARTICLE 10. INSUFFICIENT FUNDING**

**101 Priorities.** If at any time Owner fails to provide funding sufficient to pay the bills, charges and liabilities which may be incurred with respect to the Property, items will be paid out of the Operating Account in the following order of priority:

- (a) First: utility bills, charges and liabilities which could become a lien against the Property (including third-party debt service, real estate taxes, personal property taxes, and betterment assessments); and
- (b) Second: bills and charges, if any, incurred by Manager for Manager's services provided to Owner, the Management Fee, Construction Supervision Fee and other fees paid to Manager hereunder and other bills and charges of third parties, and any

---

and all claims and demands of third parties and liabilities to third parties relating to the Property or the operation thereof payable pursuant to the terms of the Agreement from the Operating Account.

**102 Statement of Unpaid Items.** Each month, after Manager has paid, to the extent of available gross income, all bills and charges based upon the ordered priorities set forth in Section 8.1, Manager will submit to Owner an accounts payable listing that sets forth all remaining unpaid bills.

**103 Inadequate Funds.** In no event shall Manager have any obligation to advance any of its own funds in connection with the performance of its obligations hereunder unless expressly so provided herein.

## **ARTICLE 11. SALE OR FINANCING OF PROPERTY**

**111 Manager's Cooperation.** If Owner executes a listing agreement or other brokerage agreement with a broker (other than Manager) or an agreement directly with a principal for the sale or financing of the Property, or any other agreement relating to the transfer of ownership of the Property, Manager will cooperate with such broker or principal to the end that the respective activities of Manager and such broker or principal will be carried on without friction and with minimal interference to tenants and occupants. In connection with any such sale, financing, or other transfer, Manager will use its commercially reasonable efforts to: (a) obtain tenant estoppels and such other certificates and other documents from tenants and service providers as Owner may reasonably request; (b) research and confirm the accuracy of any representations and warranties regarding the Property that are made by Owner; (c) execute such consents, assignments, manager estoppels, and other documents as Owner or Owner's lender may reasonably request; and (d) provide such other services as Owner may reasonably require. Manager will permit the broker to show the Property (and any principal to view same) during reasonable business hours. Manager shall cooperate with Owner and provide Owner with pertinent information possessed by Manager to assist Owner in such financing or sale effort.

**112 No Sales/Brokerage Commissions.** Manager hereby acknowledges and agrees that, unless it has been engaged by Owner pursuant to a separate written agreement signed by Owner, Manager has not been engaged hereunder to represent Owner in connection with any current or future leasing, sale, financing or other transfer of the Property and has no right to any fee, commission or other form of compensation from Owner or tenants in connection with any such leasing, sales, financings, or other transfers. Manager, however, as part of its services hereunder, agrees to cooperate with Owner in consummating such activities as set forth in Section 9.1.

## **ARTICLE 12. COOPERATION WITH CLAIMS**

**12.1 Cooperation.** Should any claims, demands, suits or other legal proceedings be made or instituted by any person against or affecting Owner or the Property which arise out of any of the matters relating to this Agreement or otherwise, Manager shall notify Owner immediately upon becoming aware of same and Manager shall give Owner all pertinent information possessed by Manager and reasonable assistance in the defense or other disposition thereof.

---

## ARTICLE 13. COMPENSATION

**13.1 Compensation.** Commencing as of the Commencement Date, Owner agrees to pay Manager and Manager agrees to accept as full compensation for its services in managing the Property in accordance with this Agreement, the Management Fee identified on Exhibit D, which shall be payable in equal monthly installments, in arrears. The Management Fee shall be payable monthly following the month for which services were invoiced on or before the tenth day of each month (prorated for any partial month), subject to Manager providing Owner with an appropriate invoice. Manager will have no right to receive a Management Fee attributable to any time period after the expiration or earlier termination of this Agreement.

**13.2 Construction Supervision.** Upon request of Owner, Manager covenants and agrees to act as construction supervisor with respect to any tenant improvements, capital improvements and other construction work made to the Property after the Commencement Date, and will supervise, oversee and administer each and every aspect of any such construction work. "Construction work" is defined as any construction, reconstruction or alteration of any improvements constituting part of the Property, but does not include usual maintenance and repairs made to the Property. By way of illustration, Manager will (subject to prior written approval from the Cook County Director of Real Estate Management and the Director of the Cook County Office of Capital Planning and Policy in each instance): (a) negotiate contracts for architectural, design, engineering and construction services; (b) secure any and all necessary governmental approvals; (c) oversee the administration of construction contracts; and (d) act as project manager with respect to the construction work. Manager will be compensated for such construction supervision services as follows: for each project where construction hard costs are less than or equal to \$25,000, no additional fee shall be payable; for each project where construction hard costs exceed \$25,000, Manager will receive a construction supervision fee equal to 1.0 % of the construction hard costs, for each project where construction hard costs exceed \$250,000, Manager will receive a construction supervision fee equal to 0.5 % of the construction hard costs. Such fee will be paid from time to time as requisitions are paid. In connection with the final payment of any applicable construction supervision fee to Manager, Manager shall provide a certification to Owner, in form reasonably acceptable to Owner, that to the best of Manager's knowledge the applicable construction work has been performed in a good and workmanlike manner and in accordance with all applicable laws and any applicable contracts or other applicable documents (including, without limitation, any applicable lease).

Notwithstanding anything to the contrary contained in the preceding paragraph, Manager shall as part of its duties under this Agreement and without any compensation therefor (other than the Management Fee) supervise the moving of tenants into space at the Property. Further, notwithstanding anything contained in this Section, Owner has the right, at its sole discretion, to retain a separate construction supervisor to oversee any tenant improvements, capital improvements, or other construction work made to the Property at any time.

## ARTICLE 14. TERMINATION

**14.1 Termination.** The term of this Agreement will be for a period of three (3) years, and the County, at its sole option, shall have two (2) successive options to extend for one (1) year. Notwithstanding the foregoing, and in addition to the provisions of Section 14.2, Owner may terminate this Agreement: (i) for cause, immediately upon notice at any time, or (ii) without cause, by giving Manager at least thirty (30) days prior written notice, or (iii) without cause,



---

immediately upon payment by Owner to Manager of a termination fee equal to one month's Management Fee. Manager may terminate this Agreement at any time with or without cause by giving Owner at least 180 days' prior written notice.

**142 Termination Without Notice.** Without limitation of Owner's rights under Section 14.1, upon the occurrence of any one or more of the following events, at the sole election of Owner and without further notice to Manager, this Agreement will be deemed terminated: dissolution or termination of the corporate or partnership existence of Manager, whether by merger, consolidation or otherwise; or termination or suspension of Manager's real estate brokerage license, if such license is required as a condition to managing the Property; or death of Manager, if an individual, or death of a general partner of Manager, if a partnership; or cessation on Manager's part to do business; or failure of Manager to deal properly with and account for trust funds; or the filing of proceedings by or against Manager or any general partner or parent corporation of Manager for bankruptcy, insolvency, reorganization or other relief of debtors; or any assignment for the benefit of the creditors of Manager. In addition, at Owner's sole election and without further notice to Manager, this Agreement shall terminate upon the occurrence of any of the following events with respect to the Property: (i) the sale or conveyance of the Property, whether by foreclosure, sale by deed-in-lieu of foreclosure, the assignment of Owner's ownership interest in the Property to any purchaser, lender or its designee, or otherwise; or (ii) the destruction of all of the improvements located on the Property or such a substantial portion thereof that Owner determines that the remainder thereof cannot continue to be operated for Owner's purposes, and Owner determines in its sole discretion not to rebuild such improvements.

**143 Final Accounting.** Upon the expiration or termination of this Agreement, Manager will deliver to Owner the following with respect to the Property:

- (a) A final accounting, in accordance with GAAP, reflecting the balance of income and expenses of the Property, to be delivered within 30 days after such expiration or termination;
- (b) Any balance of monies of Owner or tenant security deposits, or both, held by Manager with respect to the Property, to be delivered immediately upon such expiration or termination; and
- (c) All records, contracts, leases, tenant correspondence, files, receipts for deposits, unpaid bills and other papers, documents or computer disks or information which pertain in any way to the Property, to be delivered promptly upon such expiration or termination. All such records must be properly filed and identified in accordance with a records retention schedule developed by Manager in cooperation with the County and approved by the Local Records Commission.

**144 Obligation to Vacate; Orderly Transition.** Upon the expiration or termination of this Agreement, Manager promptly will vacate any office space provided by Owner, if any, for the location of Manager's personnel, and will restore any such office space to the same condition that it was in at the time such space was first provided to Manager by Owner or to such better condition as may have existed at any time during the term of this Agreement. Upon the expiration or termination of this Agreement, Manager will reasonably cooperate in all respects in order to effect an orderly transition of the management functions to a new manager. Manager's obligations under Section 14.3 and this Section 14.4 will survive the expiration or termination of this Agreement.

---

## ARTICLE 15. SUBSIDIARIES AND AFFILIATES

**15.1 Subsidiaries and Affiliates.** Manager has set forth on Exhibit E attached hereto all of its subsidiary corporations, if any, and all persons, corporations or other entities, if any, controlling, controlled by or under common control with Manager (collectively, "Affiliates") as of the date of this Agreement. Manager will promptly notify Owner of any changes or additions to the information set forth on Exhibit E. Any contract or lease of any kind whatsoever between Manager and any Affiliate with respect to the Property will be subject to the prior written approval of Owner, which approval may be withheld at Owner's sole discretion.

## ARTICLE 16. NOTICES

**16.1 Notices.** All notices, demands, consents and reports provided for in this Agreement will be in writing and will be given to Owner or Manager at Owner's Notice Address or Manager's Notice Address, respectively, or at such other address as the party to receive such notice may hereafter specify by written notice given in accordance with this Section.

All notices or other communications under this Agreement will be mailed by United States registered or certified mail, return receipt requested, postage prepaid and deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office; or delivered by hand, by telecopy (with concurrent delivery by United States mail) or by any commercial overnight delivery service. For purposes of this Agreement notices will be deemed to have been given upon personal delivery thereof or receipt of a telecopy thereof (provided proof of successful transmission is retained by sender) or 48 hours after having been deposited in the United States mail as provided above.

## ARTICLE 17 OTHER COUNTY ORDINANCES AND CERTIFICATIONS; TAX EXEMPTIONS

**171 Tax and Fee Delinquency.** Cook County Code of Ordinances Chapter 34, Section 34-176. The Owner is entitled to set off a portion of a contract price equal to the amount of the fines and penalties for each tax or fee delinquency and any debt owed by a contracting party to the Owner.

**172 Certifications and Execution Forms.** Execution of this Agreement shall be effected by completion and execution of the Cook County Economic Disclosure Statement and Execution Forms (EDS) attached hereto and made a part hereof. County ordinances require the Manager to make the certifications included in the Cook County Economic Disclosure Statement and Execution Forms.

**173 Tax Exemptions.** Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other Federal and/or State, direct and/or indirect taxes which apply to this transaction. Cook County's State of Illinois Sales Tax Exemption Identification is E-9998-2013-01.

---

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

**175 Compliance with Ordinances.** Manager acknowledges that Manager's obligations under this Agreement may be subject to certain ordinances, acts, statutes, regulations and policies including, without limitation, those ordinances, acts, statutes, regulations and policies set forth in this Agreement including the Cook County Economic Disclosure Statement and Execution Forms.

## ARTICLE 18. MISCELLANEOUS

**181 No Assignment.** This Agreement and all rights hereunder are not assignable by Manager, but may be assigned by Owner (directly or indirectly, whether by direct transfer, or otherwise).

**182 Consent and Approvals.** Owner's consents or approvals may be given only in writing and only by representatives of Owner from time to time designated in writing by Owner. The Owner hereby designates the Cook County Director of Real Estate Management to give all approvals, consents and notices under this Agreement, unless otherwise specifically provided in writing in this Agreement, or by written notice from the President of the Cook County Board of Commissioners. The Director of Real Estate Management will notify the Manager of those instances in which approvals must be obtained from the Board; for example, at the time of this Agreement, all leases must be approved by the Board. The Manager will schedule its work in order to meet deadlines for Board approvals when required by the Director.

**183 Pronouns.** The pronouns used in this Agreement referring to Manager will be understood and construed to apply whether Manager is an individual, partnership, corporation or any other entity or individual or individuals doing business under a firm or trade name.

**184 Amendments.** This Agreement cannot be amended or modified except by written instrument signed by both Owner and Manager.

**185 Headings.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

**186 Representations.** Manager represents and warrants that it is fully qualified and licensed, to the extent required by law, to manage real estate and perform all of the obligations to be performed by Manager hereunder. Manager agrees to use commercially reasonable efforts to comply with all such laws now or hereafter in effect. Manager further represents and warrants that neither it nor (to the best of Manager's knowledge) any of its employees (or its Affiliates' employees) who are performing duties under this Agreement or otherwise working with respect to the Property, have ever been convicted of robbery, extortion, embezzlement, fraud, grand larceny, burglary, arson, a felony drug offense, murder, rape, kidnapping, perjury, assault with intent to kill, a violation of the Employment Retirement Security Act of 1974 ("ERISA") or any other crimes. Also, Manager represents that it does not have an ownership interest in (i.e., it is not a subsidiary or full or partial owner of) any of the entities listed on Exhibit E. These representations

---

and warranties shall be a continuing representation during the term of this Agreement, and Manager shall promptly notify Owner in writing of any change as to the truth, completeness or accuracy thereof.

**187 Use of Owner's Name Prohibited.** Manager will not, without the express written consent of Owner, use in any advertising or promotional material for the Property or for Manager or make any use in any other way of the name of Owner.

**188 Complete Agreement.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

**189 Governing Law.** This Agreement will be governed by and construed and enforced in accordance with the laws of the state in which the Property is located.

**1810 Exculpation.** Manager agrees to look solely to Owner's interest in the Property for the satisfaction of any claim now existing or hereafter arising or accruing against Owner, its officers, directors, shareholders, partners, trustees, beneficiaries, agents or employees, and in no event shall Owner, its officers, directors, shareholders, partners, trustees, beneficiaries, agents or employees have any personal liability hereunder. If Owner is a trust, Manager agrees that no trustee shall have any personal or corporate liability hereunder, and that no beneficiary shall have any personal or corporate liability hereunder beyond its estate and interest, if any, in the Property.

**1811 Other Information.** Promptly upon request, Manager will furnish to Owner such information in addition to that required to be delivered by it under this Agreement on the financial condition and operations of the Property as Owner may from time to time reasonably request.

**1812 Further Assurances.** Promptly upon request, Manager will execute and deliver to Owner one or more documents requested by Owner or Owner's lender to subordinate all or any portion of this Agreement to a lien by Owner's lender. In addition, at the request of Owner or Owner's lender, Manager will execute and deliver one or more management agreements, in the same form as and with the same terms and provisions as this Agreement, with respect to a single Property or a subset of the Property (and any such single Property or subset of the Property will no longer be subject to this Agreement).

**1813 Confidentiality.** Except as otherwise required by law or court order, or as authorized or permitted by Owner, Manager will not disclose any confidential information acquired by Manager in carrying out its duties under this Agreement to anyone other than Owner, Owner's counsel, or persons designated by Owner, except as reasonably required to carry out Manager's duties under this Agreement. Manager will take reasonable measures to avoid any unintentional or inadvertent disclosure of any confidential information to any unauthorized person by its employees, agents, or attorneys. Manager will not use any confidential information for Manager's own gain, except as specifically permitted by this Agreement. The provisions of this Section 18.13 shall survive the expiration or termination of this Agreement.

**1814 Attorneys' Fees.** If either party defaults in the performance of any terms, covenants or conditions in this Agreement and the non-defaulting party places the enforcement of this Agreement or the collection of any funds due or to become due hereunder in the hands of an attorney, or either party files suit upon the same, the non-prevailing party will pay the prevailing party's reasonable attorneys' and paraprofessionals' fees and expenses and court costs.

---

**Exhibit A**

**SCOPE OF WORK**

---

## **Exhibit A**

### **SCOPE OF WORK**

#### **Scope of Work**

The scope of work includes professional property management services for the Property, in accordance with professional property management standards. The Manager will manage, maintain and operate the Property in accordance with the Management Agreement, and in accordance with the Implementation Plan attached as Exhibit A, and will provide, at a minimum, the following management services:

- A. Staff, supervise and oversee all administration and operation of the Property, in accordance with appropriate County policies and a management plan approved by the Director.
  - B. Provide full financial accountability and reporting of income from and expenses of the Property, including capital expenditures, in accordance with County reporting requirements and subject to review at any time by the County Auditor and any other auditors designated by the County. Manager shall be responsible for operating the Property within the approved budget.
  - C. Prepare annual operating and capital expenditure budgets relating to the Property, in accordance with requirements of the County Budget and Management Services Department.
  - D. Manage and coordinate relations with Property occupants, including administration of leases and occupancy agreements, communication with occupants, collections, and provision of responsive occupant services.
  - E. Develop and implement life safety and evacuation plans.
  - F. Procure and administer contracts for goods and services required in the operation and maintenance of the Property, including but not limited to cleaning, security, scavenger, recycling, supplies and other services.
  - G. Procure, administer and coordinate contracts for repairs and capital improvements.
  - H. Maintain all physical areas within the Property to assure that high levels of cleanliness, state of repair and aesthetic appeal are sustained in compliance with specifications.
  - I. Inventory and control all Property equipment and supply items.
  - J. Operate and maintain all Property heating, ventilating and air conditioning systems (HVAC) and all other mechanical, electrical and plumbing systems and develop and follow a preventative maintenance program, with the approval of the County.
- 
-

- 
- K. Develop, contract for and implement a recycling program for occupants of the Property.
  - L. Advise the County on an ongoing basis as to building code compliance, liability, life safety, environmental contamination and ADA compliance.
  - M. Market and negotiate leases or other occupancy agreements for areas of the Property determined by the Director to be excess.
  - N. If the County determines to dispose of the Property or retain an independent leasing agent, Manager will cooperate with such agent and direct inquiries as appropriate.
  - O. Assist consultants and contractors retained by the County in coordinating work to be performed in the Property. Provide evaluation of impacts on existing tenants and suggestions for minimizing interference.

**Other Property**

The County may request a proposal or task order for management of other property from time to time. Proposer may, but is not required, to propose management of such other property under the terms and conditions of the Management Agreement, subject to amendment as necessary to incorporate specific terms agreed for such additional property.

---

---

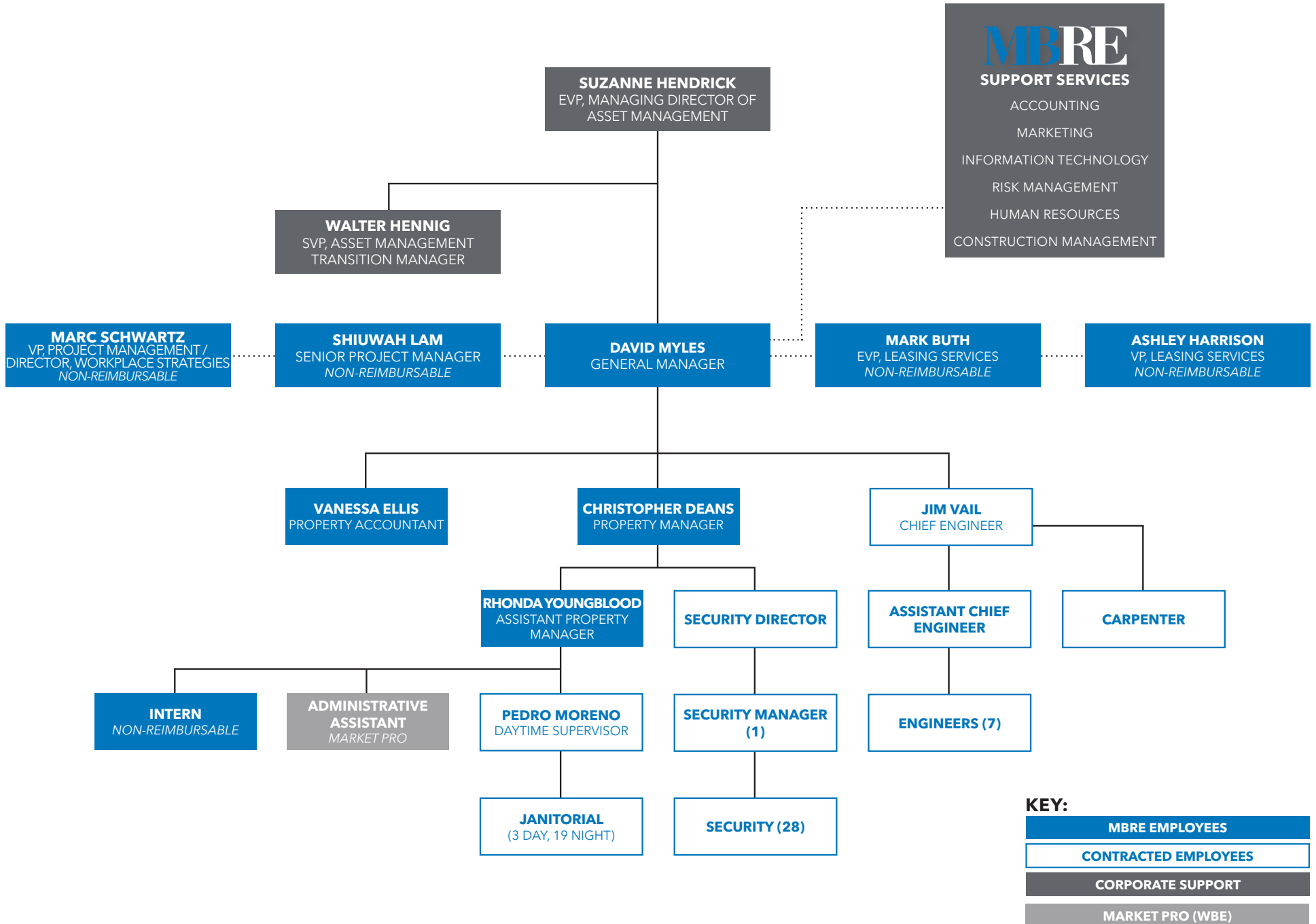
---

**Exhibit B**

**STAFFING PLAN/KEY PERSONNEL**



**KEY PERSONNEL ORGANIZATIONAL CHART**





**CHRISTOPHER DEANS**  
PROPERTY MANAGER, CANDIDATE

**PROFESSIONAL EXPERIENCE:**

*MB Real Estate – Chicago, IL  
November 2018 – Present*

*Operations Manager – Millennium Park*

- Assists in the management of Millennium Park's operations and works closely with the General Manager
- Responsible for ensuring daily operational standards are met
- Oversees the security contract and cleaning contract for this complex, high profile public attraction.
- Work with other departments to ensure the park functions effectively.
- Conduct daily operational walkthroughs
- Coordinates all IT systems with City of Chicago, DCASE IT manager
- Serves as a representative agent for the City of Chicago and coordinates with the subcontractors to ensure proper standards are met on a daily basis.

*The Langham- Chicago, IL*

*Manager on Duty/ Asst. Front Office Manager*

*May 2015 – November 2018*

- Assist in leading front office staff and responsible for training, supervising and resolving guest issues.
- Accountable for relaying information between departments and implementing new SOPs as needed
- Respond to online feedback (Medallia) and track colleague achievement.
- Implement upsell strategies, create monthly forecast and set monthly upselling objective.

*Trump International Hotel & Tower, Chicago, IL*

*Night Auditor/Manager on Duty*

*June 2014 - May 2015*

- Audited and reconciled revenue postings.
- Interacted with guests according to the five -star/Forbes standards
- Performed as Manager on Duty in the absence of the Overnight Manager.

*Crowne Plaza Magnificent Mile, Chicago, IL*

*Front Office Manager*

*April 2013 – June 2014*

- Ensured front of the house operations performed in a friendly, passionate, and professional manner.
- Assist in the training, development, coaching, and mentoring for the department
- Managed day-to-day operations of the front desk, bell staff and concierge departments.
- Responded to online feedback - TripAdvisor, IHG Guest Relations and oversees web presence.

**CHRISTOPHER DEANS**  
PROPERTY MANAGER, CANDIDATE*continued**MileNorth Hotel, Chicago, IL*  
*Front of the House Manager*  
*Jul. 09 - Apr. 13*

- Oversaw general housekeeping, maintenance and front of the house operations for a 215 room 4-star hotel on a nightly basis.
- Trained and supervised staff to adhere to the brand standards of Destination Hotels Management.
- Respond to customer service surveys with an emphasis on guests returning using MarketMetrix.
- Audited payroll for front of the desk staff and submitted it for processing.

*InterContinental, Chicago, IL*  
*Assistant Night Manager*  
*Apr 07 -Jul. 09*

- Oversaw front and back of the house operations in the absence of the Night Manager for a 782 room 4-star hotel.
- Supervised a staff of 12 to ensure that the overnight operations ran smoothly.
- Responded to guest needs and resolved problems as they arose.
- Manage guest payments and departmental accounting.

*The Drake Hotel, Chicago, IL*  
*Guest Service Agent*  
*Nov 06 - Mar 07*

- Responsible for clientele check-in and out of the hotel with courtesy, professionalism and care as well as actively promote the hotels amenities, facilities and local attractions.

*Sudler Sothebys International Real Estate, Chicago, IL*  
*Real Estate Agent*  
*Aug 04 - Aug 06*

- Actively prospected for customers, carried out property appraisals (valuing the property),
- Advised property sellers on market conditions
- Advertised properties for sale or lease.

**SKILLS & ABILITIES:**

- Illinois Real Estate Broker's License – Pending
- Computer Skills: Microsoft Office (Word, Excel, PowerPoint, Outlook & Access)
- Hospitality Software: Opera, Fidelio, Lanmark, Libica, HotSOS & OnQ
- Management Training: Conflict Management Training, Effective Use of Feedback, Emotional Intelligence in the Workplace, The Five-Dysfunctions of a Team

**REFERENCES:**

Micah Lane  
VP and General Manager  
Millennium Park  
312.744.0959  
mlane@mbres.com

Maria Uribe  
Divisional Director of Operations  
Diverse Facilities Solutions  
m.uribe@dfscompany.com  
C: 312-285-1219

David Gonzalez  
Front Office Manager  
St. Jane Hotel  
chcadavid@icloud.com  
C: 773.746.3712



**VANESSA ELLIS**  
PROPERTY ACCOUNTANT

**PROFESSIONAL EXPERIENCE:**

*MB Real Estate, Chicago, IL Jan 2016-Present*  
*Sr. Property Accountant/ Internal Audit Specialist*

- Prepare monthly financial statements
- Prepare monthly bank reconciliations
- Assist property team with new leases and lease administration by ensuring that all required documents are provided upon execution of the lease
- Ensure the accuracy of lease abstracts and input the information into the Yardi system
- Calculate recurring fees
- Review & verify monthly billing
- Review and approve cash receipts for accuracy and completeness
- Prepare annual escalation and settlement billings for CAM, RET and other applicable additional charges
- Prepare quarterly reports as required
- Prepare monthly funding requests
- Assist with compiling & analyzing operating budget
- Prepare monthly straight-line rent schedules
- Prepare monthly tenant sales schedules and compute percentage rent due
- Carry out tenant sales audits
- Carry out SOC internal auditing function including evaluating documentation for adequacy and completeness to ensure compliance with policies and procedures
- Responsible for communicating SOC internal control documentation deficiencies to senior management and accounting group
- Serve as point of contact between SOC external auditors and accounting group
- Responsible for gathering internal SOC documentation and sending to external auditors

*General Growth Properties, Chicago, IL Aug 2011- Dec 2015*  
*Corporate Accountant*

- Review financial & accounting policies and procedures for compliance with GAAP
- Prepare & record various journal entries
- Prepare annual budgets & quarterly forecasts
- Review balance sheet & income statement providing commentary for variances
- Prepare account reconciliations
- Gather information for internal/ external auditing inquiries
- Prepare internal financial statements
- Developed financial and accounting reports using MS Word, Excel, PowerPoint
- File Sales & Use taxes monthly

**VANESSA ELLIS**  
PROPERTY ACCOUNTANT*continued**General Growth Properties, Chicago, IL Aug 2011- Dec 2015 (continued)**Staff Accountant*

- Abstract, interpret and analyze information on leases, amendments, assignments and other legal document in accordance with departmental procedures
- Calculate and prepare billings for recoverable real estate taxes
- Collect tenant sales and calculate billings based on lease language
- Responsible for determining which general ledger accounts should be impacted when billing charges to tenants
- Work with other departments to resolve tenant questions by researching and analyzing billings and lease language
- Prepare notifications/explanations/reconciliations of charges and adjustments made to tenant accounts
- Research and resolve payment discrepancies
- Communicate with customers via phone, email, and mail
- Perform account reconciliations
- Follow up on, collect and allocate payments
- Generate and send out invoices

*National Tube Supply, University Park, IL Jan 2011- July 2011**Associate Accountant*

- Organized a recovery system and initiated collection efforts
- Process credit card payments
- Maintain accounts receivable customer files and records
- Assist with the transition to a "paperless" system by scanning and uploading past financial records
- Process checks, credit and ach payments and apply them to customer accounts
- Deposit customer check payments into company bank account
- Balance bank reconciliation on a weekly basis
- Update cycle count information in the computer system
- Process freight bills

**EDUCATION:**

- Governors State University, University Park, IL - Bachelors of Science in Accounting, 2011
- Western Governors University, Salt Lake City, UT - Masters of Science in Accounting, Expected Oct 2020

**REFERENCES:**

Yvonnda Jackson  
Corporate Accountant  
Phone: 773-580-2309  
Email: yjackson3866@gmail.com

Tammy Ellis  
Configuration Analyst  
Phone: 815-216-8962  
Email: TELLIS@evolenthealth.com

Christina Palmitier  
VP/Portfolio Controller  
Phone: 219-241-8805  
Email: cpalmitier@mbres.com



**SUZANNE HENDRICK**  
SENIOR VICE PRESIDENT  
MANAGING DIRECTOR, ASSET MANAGEMENT

Suzanne Hendrick is a Senior Vice President and Director of Asset Management for MB Real Estate. She joined the firm in January 2013 as a Senior Vice President of Asset Management and has played an integral role in directing challenging projects, supporting business development, and delivering exceptional client service and returns. Suzanne is responsible for managing and guiding the firm's property portfolio, acting as leader and mentor to on-site management teams, directing day-to-day operations of the group, as well as leading business development and strategy.

Prior to joining MB Real Estate, Suzanne was a Vice President at The John Buck Company (JBC) and held the position of General Manager at 111 South Wacker Drive, a trophy Class A+ high-rise office building in downtown Chicago. In this role, Suzanne was primarily responsible for ownership and tenant satisfaction, increasing profitability and building value, and continuous enhancement of overall building operations. The building obtained "The Outstanding Building of the Year (TOBY) award in 2011 under her management. She also was the project administrator for the building's LEED-EBOM gold certification in 2010. Additionally, Suzanne sat on various committees that implemented portfolio-wide initiatives such as customer service and sustainability.

Suzanne has over 25 years of experience in the real estate industry. Prior to working at JBC, Suzanne had managed several buildings in downtown Chicago with Hines Interests. She has been involved in the strategic repositioning of several notable assets such as 200 West Monroe, 321 North Clark, and 303 East Wacker.



**MARK BUTTH**  
EXECUTIVE VICE PRESIDENT, MANAGING DIRECTOR OF LEASING

Mark Butth is executive vice president of MB Real Estate's Leasing Services division and serves on the firm's Executive Committee. Mark oversees leasing activity for MB Real Estate's 7 million square foot leasing portfolio, advises clients on investments, and identifies new business opportunities for the company.

A prominent member of the Chicago real estate community for more than 25 years, Mark has completed over 800 lease transactions that represent approximately 9 million square feet of space. In the last twelve months alone, he has been involved in closing 500,000 square feet of transactions, most notable of which include renewal and expansions for Omnicron (292,000 SF), renewal and expansion for QRM (107,000 SF), a sublease for SC Johnson (50,000 SF), a new deal with Ulta Cosmetics (23,000 SF), and a relocation and renewal for the Academy of Nutrition and Dietetics (20,000 SF).

Throughout his career, Mark has consistently created value for distinguished real estate owners and investors, such as CB Global Investors, Beacon Capital Partners, GE Asset Management, MetLife, Callahan Capital Properties, and Ivanhoe Cambridge.

Prior to joining MB Real Estate, Mark was a senior vice president at The Walken Company, where he oversaw leasing activities at One North Wacker, 29 North Wacker, and One South Wacker Drive where he increased occupancy from 45 to 95%. He also served as a senior vice president at Walken-Tinsley Interests, where he established its build-to-suit division and developed more than 75 assisted-living facilities valued at more than \$350 million for a publicly traded client.

#### **ACHIEVEMENTS**

- Licensed real estate broker in the state of Illinois
- LEED Accredited Professional
- Three-time finalist for the Chicago Sun-Times/Greater Chicago Food Depository Broker of the Year
- Two-time finalist for the NAIOP Chicago Office Transaction Award of Excellence
- 2009 Chicago Sun-Times Greater Chicago Food Depository Real Estate Awards Redevelopment of the Year finalist

#### **EDUCATION**

- Bachelor of Business Administration – Real Estate Finance, University of Wisconsin–Madison
- Master of Science – Real Estate Appraisal and Investment Analysis, University of Wisconsin–Madison



**ASHLEY HARRISON**  
ASSISTANT VICE PRESIDENT, LEASING

Ashley Harrison is an Assistant Vice President in MBRE's Leasing Services division. She has four years of experience in real estate private equity, where she developed a deep understanding of the owner's perspective, as well as business strategy and execution.

Prior to joining MBRE, Ashley was a Manager of Finance & Accounting at WHI Real Estate Partners where she managed the firm's real estate financial portfolio, including the fund's treasury and cash management, corporate accounting, and annual audits for each fund. Before her time at WHI, she was a Senior Financial Analyst at Walton Street Capital.

Ashley is a licensed broker in Illinois and received her Bachelor's and Master's degree in Accounting from the University of Illinois.

**ACTIVE INVOLVEMENT**

- Co-President, Young Office Broker's Association (YOBA)

**EDUCATION**

- Bachelor of Science - Accounting, University of Illinois
- Master's - Accounting, University of Illinois





**MARC SCHWARTZ**  
VICE PRESIDENT OF PROJECT SERVICES, DIRECTOR OF  
WORKPLACE STRATEGY

Marc Schwartz is a Vice President of Project Services/Director of Workplace Strategy for MB Real Estate. As Vice President of Project Services, Marc is responsible for managing all aspects of projects including pre-construction and construction services. In his role as Director of Workplace Strategy, he will offer a wide array of services to support clients of MBRE's corporate services, project services, asset management, and leasing business units with the wide-ranging and ever-evolving needs of workplace planning and optimization.

Marc has more than 30 years of experience in the industry and was most recently employed as senior vice president of global occupier services/workplace strategies with Cushman & Wakefield (formerly DTZ, UGL Services, Equis Corp). Prior to joining Cushman & Wakefield, he led the Chicago office of a prominent international architecture and design firm. His prior experience includes client and project management, internal operations, and oversight of operations and productivity, as well as sales, marketing, and staff development. Marc has designed and implemented over 20 million SF of projects, encompassing everything from general corporate office space to major Corporate Headquarters, for clients ranging from Fortune 100 firms and industrial and defense industries to pharmaceutical and R&D companies.

He is a graduate of the University of Illinois, where he received his Bachelor of Arts degree in Architectural Studies.

**RECENT PROJECTS:**

- First Midwest Bank - 76,000 SF Headquarters
- Medline Industries - 700,000 SF Headquarters
- Coyote Logistics - 71,000 SF Satellite Office/Call Center



**SHIUWAH LAM**  
SENIOR PROJECT MANAGER

Shiuwah Lam is a Senior Project Manager for MB Real Estate, responsible for the execution of healthcare, asset and corporate tenant projects to ensure adherence to the budget and schedule, as well as safety and quality standards. In this role she also assists with budget development, scope clarification, contract buyout, scheduling and team coordination, as well as safety and critical path responsibilities.

Prior to joining MBRE, Shiuwah was a project manager with Proteus Group in Chicago. During her eight-year tenure with the firm, she managed the design and construction of numerous healthcare and commercial projects including work at Rush University Medical Center and Edward Hines Jr. VA Hospital. She is a strong leader, dedicated to clear communication throughout the construction process. She ensures projects are executed with attention to detail and completed on time and within the allotted budget.

Shiuwah, a LEED Accredited Professional, earned her Bachelor of Science in Architectural Studies with a minor in East-Asian Languages and Cultures.

**RECENT PROJECTS:**

- Completed almost 1 million SF of projects in the last 2.5 years
- One North Dearborn Projects - 200,000 SF - Base Building and Commercial Interiors
- Daley Center - 300,000 SF - Base Building and Commercial Interiors
- 444 S. LaSalle - 184,000 SF - Base Building and Commercial Interiors
- Projects include fitness centers, office interiors, capital projects, lobby renovations and much more



In addition to the MBRE staff identified herein, senior leadership will provide guidance and direction throughout the term of the contract to ensure the level of personal attention that is required for this assignment. Suzanne Hendrick, MBRE's Director of Asset Management, will be the point of contact at the corporate level and will ultimately be responsible for the County's satisfaction, successful execution of our services, and staffing support. Walter Hennig, SVP of Asset Management, will also serve as a project executive and will assist in overseeing and executing our property Transition Plan and act as our on-going quality assurance manager for operations.

MBRE proposes the following management team for 69 West Washington:

**GENERAL MANAGER: David Myles**

- Tenured real estate professional that currently holds the position of Property Manager at 69 West Washington.
- Per Addendum No. 1, Cook County would like to retain Mr. Myles.

**PROPERTY MANAGER: Christopher Deans**

- Recognized high-performing manager at Millennium Park
- Runs the park in the most efficient way possible while ensuring that the park's subcontractors perform at their highest levels
- Currently responsible for overseeing the safety and cleanliness of the park.
- Prior to joining MBRE, had over 13 Years of hospitality management and supervisory experience at premier Chicago downtown hotels
- Illinois Real Estate Brokers License – Pending

**POSITION SUMMARY & COMMITMENT**

- Oversee daily operations in building, manage contractors/vendors, ensure compliance with life/safety programs and MBE/WBE requirements; oversee sustainability efforts, payroll approval, maintain high level tenant relations
- Assist in preparation and review of monthly budgets, evaluate/rebid contracts
- Commitment: 100% dedicated to 69 West Washington



**ASSISTANT PROPERTY MANAGER: Rhonda Youngblood**

- Currently holds the position of Assistant Property Manager at 69 West Washington.
- Per Addendum No. 1, Cook County would like to retain Ms. Youngblood

**POSITION SUMMARY & COMMITMENT**

- Assist with contract management and maintained building contract summary
- Support the General Manager, Property Manager, Property Accountant and Project Manager
- Assists General Manager and Property manager in preparation and review of monthly budgets, rebid contracts, oversee rebilling of tenant services
- Assist in overseeing daily operations in building, manage contractors/vendors, ensure compliance with building standards, SOPs; oversee sustainability efforts, review payroll, maintain high level tenant relations

Commitment: 100% dedicated to 69 West Washington

**PROPERTY ADMINISTRATOR: TBD**

Position Subcontracted through MarketPro Consulting

**POSITION SUMMARY & COMMITMENT**

- Act as a liaison between tenants and building staff by dispatching tenant requests to the appropriate party and coordinating a prompt response
- Entered invoices for payment into Yardi accounting system
- Maintain detailed records of Certificates of Insurance for tenants and vendors in order to comply with liability standards
- Scheduled use of conference rooms, freight elevators and other building amenities
- Commitment: 100% dedicated to 69 West Washington

**INTERN: TBD**

MBRE worked closely with the City Colleges of Chicago to develop a paid internship partnership. We are proposing a part-time student (approximately .5 FTE) involved in all aspects of MBRE's operations at 69 West Washington: management, accounting and project services.



**PROPERTY ACCOUNTANT: Vanessa Ellis**

- More than 9 years of real estate accounting experience;
- Core accounting competencies include monthly financial statement/package preparation, monthly general ledger account reconciliation, tenant billing and revenue application, capital project financial tracking, and monthly budget variance analysis

**POSITION SUMMARY & COMMITMENT**

- Prepare monthly financial statement package, interface with management and owner representatives on financial information, review and monitor Accounts Receivable and occupant collections;
- Act as Budget Coordinator with direct responsibility for revenue portion of budget, real estate tax payments, capital draws, and permanent asset work papers, prepare the audit package for external audits and occupant operational audits, prepare all monthly management fee billing/reimbursement information for payment by owner
- Commitment: 50% dedicated to 69 West Washington (other 50% allocated to RJDC)

**PROJECT MANAGER: Shiuwah Lam**

- 7 years of project management experience; 4 years at the RJDC
- LEED Accredited Professional
- Core leadership competencies include construction management for tenant improvement/renovation projects, coordination/management of contractors/vendors

**POSITION SUMMARY & COMMITMENT**

- Oversee various professional service companies such as engineers and architects, as well as various general contractors and other construction-related service companies
- Commitment: As-needed

**WORKPLACE STRATEGIST: Marc Schwartz**

- MBRE Director of Workplace Strategy
- 30 years of experience in the industry and was most recently employed as senior vice president of global occupier services/workplace strategies with Cushman & Wakefield (formerly DTZ, UGL Services, Equis Corp).
- Designed and implemented over 20 million SF of projects, encompassing everything from general corporate office space to major Corporate Headquarters, for clients ranging from Fortune 100 firms and industrial and defense industries to pharmaceutical and R&D companies.

**POSITION SUMMARY & COMMITMENT**

- Offer services to support clients of MBRE's corporate services, project services, asset management, and leasing business units with the wide-ranging and ever-evolving needs of workplace planning and optimization.

# MBRE

- Takes holistic view of an organization, aligning people, place and technology with business objectives creating an engaged workplace.
- Commitment: As-needed

---

**Exhibit C**

**LIST OF EXISTING SERVICE CONTRACTS**

## Building Contracts Report

Category	Vendor Name
Cleaning - Windows	ABM ONSITE SERVICES MIDWEST INC
Cleaning - Janitorial Services	ABM JANITORIAL SERVICES - N CENTRAL INC
Cleaning - Metal / Stone / Wood Maintenance	ACE METAL REFINISHERS INC
Waste - Waste Management	ALLIED WASTE SERVICES
HVAC - Preventative Maintenance/Service	ANCHOR MECHANICAL, INC.
FLS - Fire Suppression	AUTOMATIC FIRE CONTROLS INC
General - Doors, Lifts, and Equip	DYNAMIC DOOR SERVICE INC
General - Pest Control	RENTOKIL NORTH AMERICA INC
HVAC - Water Treatment	GLOBAL WATER TECHNOLOGY INC
VT - Elevators/Escalators	OTIS ELEVATOR COMPANY
Security - Systems/Access Control	PHOENIX SYSTEMS & SERVICE INC
Electrical - UPS Systems	POWER 4 U INC
Security - Guard Services	PREMIER SECURITY LLC
HVAC - Building Automation	SCHNEIDER ELEC BLDGS AMERICAS INC
Construction - General Contractors	STRATA CONTRACTORS LTD
Utilities - Telecommunications	TRIUMPH CONNECTIONS



---

**Exhibit D**

**MANAGER'S COMPENSATION**

---

1.1 Management Fee

An annual fee of \$ 168,533 ,payable monthly in arrears.

Property	Annual Fee Year 1	Annual Fee Year 2	Annual Fee Year 3	1st Option Period	2nd Option Period
George W. Dunne Cook County Office Building	\$ 168,533	\$ 168,533	\$ 168,533	\$ 168,533	\$ 168,533

\* A total of \$20,000 of each Annual Management Fee in Section 1.1 above is subject to Key Performance Indicators (“KPI”) which shall be developed by the Cook County and Property Manager.

\* A 10% reduction in the management fee will be granted if the Shared Services Plan is implemented.

1.3 Construction Administration Proposal

1.0% of the Costs of Construction over \$25,000

0.5% of the Costs of Construction over \$250,000

*example: \$300,000 project fee = 0% x 25,000 + 1.0% x 225,000 + 50,000 x 0.5% = \$2,500*

Workplace Strategy Planning - \$0.05/sf for initial plan; \$0.025/sf for modification to initial plan

1.4 Construction Supervision

2.0% of the Costs of Construction over \$25,000

1.5% of the Costs of Construction over \$250,000

*example: \$300,000 project fee = 0% x 25,000 + 2.0% x 225,000 + 50,000 x 1.5% = \$5,250*

1.5 Leasing Commissions

Retail New or Expansion: Co-brokered 1½ x 8%/3% Average Annual Net Rent

Retail Renewal: Co-brokered 1½ x 3% Average Annual Net Rent

Retail New or Expansion: No co-broker 8%/3% Average Annual Net Rent

Retail Renewal: No co-broker 3% Average Annual Net Rent

Office New or Expansion: Co-Broker \$.625/sf/year to MBRE, \$1.25/sf/yr to outside broker

Office Renewal: Co-Broker \$.625/sf/year to MBRE, \$1.25/sf/yr to outside broker

Office New or expansion: No co-broker \$1/sf/yr to MBRE

Office Renewal: No co-broker \$1/sf/yr to MBRE

Notes:

(1) New Leases with local Government bodies

Commissions due MBRE will be reduced by 20% for leases with local government bodies. Commission amounts to outside brokers, however, would be dependent on whether or not the local government body was represented by a broker in the transaction

(2) Renewals with Government Tenants on existing space

MBRE shall be due a commission for any new space taken for expansions as part of any renewal with a Governmental Tenant in accordance with the commission schedule and terms applicable to Government Tenant lease expansion

(3) Renewals with Government Tenants on new space

MBRE shall be due a commission on the new lease term for all new Government Tenant lease agreements entered into during the term of the PMA. Should the initial term be less than 5 years, than the new PM shall be due a renewal commission up to a maximum term of 5 years if the lease is further renewed.

Cap on commission: the max amount of leasing commission is 5 years on a government lease on Initial space.

General Notes:

(1) Protected Lease Transactions

the PM may not be due a commission for any lease agreements that were initiated before the PMA and entered into by Cook County within 3 months from the commencement date of the PMA. Furthermore, the PM shall be due a commission for any lease transactions initiated during the term of the PMA and entered into by Cook County within 3 months from the expiration of the PMA.

(2) Payment of Leasing Fees:

For all fees earned by the Property Manager, Cook County shall issue payment not later than

(1) 50% within 60 days from when Cook County enters into an agreement (2) 50% within 60 days following when the tenant accepts possession of the premises.

1.2 Budget Salaries

Hourly Rates for Key Personnel. The rates provided should reflect any increases to take effect within the next twelve months

Position	Hours	Payroll Hourly Rate	Billable Rate	Extension Billable Rate x # of hours
a. General Manager (David Myles)	2,080	\$ 91.46	\$ 91.46	190,228
b. Property Manager/Senior Real Estate Manager	2,080	\$ 82.96	\$ 82.96	172,558
c. Assistant Property Manager/Associate Real Estate Manager	2,080	\$ 62.08	\$ 62.08	129,129
d. Operating Engineer (x7)	14,560	\$ 77.56	\$ 77.56	1,129,286
e. Accountant	1,040	\$ 49.63	\$ 49.63	51,611
f. Property Admin (Market Pro)	2,080	\$ 37.14	\$ 37.14	77,245
g. Chief Engineer	2,080	\$ 90.65	\$ 90.65	188,556
h. Assistant Chief Engineer	2,080	\$ 84.74	\$ 84.74	176,259
			<b>TOTAL</b>	<b>2,114,872</b>

\* General Manager David Myles's salary is \$145,211.87, rate includes full benefits.

\* Assistant Property Manager Rhonda Youngblood's salary is \$98,572.09, rate includes full benefits.

---

**Exhibit E**

**OPERATING BUDGET**

---

**EXHIBIT E  
OPERATING BUDGET TEMPLATE**

RFP No. 1923-17871

**FACILITY NAME**  
**FACILITY ID NUMBER**  
**SQUARE FOOTAGE**

<b>George W. Dunne Cook County Office Building</b>
<b>1923-17871</b>
<b>787,888</b>

	Preliminary 2021 Budget	Preliminary 2021 Budget Per Square Foot
<b>ADMINISTRATIVE</b>		
ADMINISTRATIVE WAGES	526,455	\$ 0.67
EMPLOYEE PENSION	-	\$ -
EMPLOYEE HEALTH	71,675	\$ 0.09
EMPLOYEE OTHER BENEFITS	22,641	\$ 0.03
PROFESSIONAL FEES		\$ -
GENERAL OFFICE	43,845	\$ 0.06
EMPLOYEE EXPENSES		\$ -
MISCELLANEOUS		\$ -
<b>ADMINISTRATIVE TOTAL</b>	<b>664,616</b>	<b>\$ 0.84</b>
<b>MANAGEMENT FEES</b>		
	<b>169,389</b>	<b>\$ 0.21</b>
<b>CLEANING</b>		
CLEANING PAYROLL - CUSTODIAN	1,443,301	\$ 1.83
EMPLOYEE PENSION		\$ -
EMPLOYEE HEALTH		\$ -
EMPLOYEE OTHER BENEFITS		\$ -
ROUTINE CONTRACTS		\$ -
WINDOW WASHING	69,220	\$ 0.09
OTHER SPECIALIZED CONTRACTS		\$ -
SUPPLIES AND MATERIALS	126,000	\$ 0.16
TRASH REMOVAL	37,800	\$ 0.05
MISCELLANEOUS		\$ -
<b>CLEANING TOTAL</b>	<b>1,676,321</b>	<b>\$ 2.13</b>
<b>REPAIRS AND MAINTENANCE</b>		
MAINTENANCE PAYROLL		\$ -
ELEVATOR	131,315	\$ 0.17
HVAC	126,820	\$ 0.16
ENGINEERING PAYROLL	1,494,101	\$ 1.90
EMPLOYEE PENSION		\$ -
EMPLOYEE HEALTH		\$ -
EMPLOYEE OTHER BENEFITS		\$ -
ELECTRICAL	82,100	\$ 0.10
STRUCTURAL AND ROOFING		\$ -
PLUMBING	54,700	\$ 0.07
COUNTY ALLOCATED TRADE LABOR PAYROLL		\$ -
EMPLOYEE PENSION		\$ -
EMPLOYEE HEALTH		\$ -
EMPLOYEE OTHER BENEFITS		\$ -
FIRE AND LIFE SAFETY	60,350	\$ 0.08
GENERAL BUILDING INTERIOR	711,064	\$ 0.90
GENERAL BUILDING EXTERIOR	56,858	\$ 0.07
PARKING LOT		\$ -
R&M MISCELLANEOUS		\$ -
<b>REPAIRS AND MAINTENANCE TOTAL</b>	<b>2,717,308</b>	<b>\$ 3.45</b>
<b>UTILITIES</b>		
ELECTRICITY	870,000	\$ 1.10
GAS	187,000	\$ 0.24
WATER/SEWER	67,914	\$ 0.09
OTHER	10,686	\$ 0.01
<b>UTILITIES TOTAL</b>	<b>1,135,600</b>	<b>\$ 1.44</b>
<b>ROADS AND GROUNDS</b>		
LANDSCAPING	21,700	\$ 0.03
SNOW REMOVAL		\$ -

**EXHIBIT E  
OPERATING BUDGET TEMPLATE**

RFP No. 1923-17871

MISCELLANEOUS/OTHER			\$	-	
ROADS AND GROUNDS TOTAL	21,700		\$	0.03	

**SECURITY**

SECURITY PAYROLL	1,755,145		\$	2.23	
EMPLOYEE PENSION			\$	-	
EMPLOYEE HEALTH			\$	-	
EMPLOYEE OTHER BENEFITS			\$	-	
CONTRACTS			\$	-	
EQUIPMENT			\$	-	
MISCELLANEOUS / OTHER			\$	-	
SECURITY TOTAL	1,755,145		\$	2.23	

**MISCELLANEOUS**

REAL ESTATE TAXES (per 2021 budget)	182,088		\$	0.23	
PROPERTY INSURANCE (per 2021 budget)*	285,215		\$	0.36	
CONTINGENCY (Daycare reimbursement)	(120,030)		\$	(0.15)	
*Annual budget includes \$31,900 for MBRE GL policy to be primary and non-contributory.			\$	-	
MISC TOTAL	347,273		\$	0.44	

**TOTAL OPERATING COSTS**

	8,487,351		\$	10.77	
--	-----------	--	----	-------	--

## Exhibit F

### Contractor and Subcontractor Insurance Limit Requirements

<b>Division</b>	<b>6 Trade Description</b>	<b>Trade Number for Limits Required (See Attached)</b>
1. Sitework	Earthwork	3
	Excavation	5
	Grading	2
	Paving	2
	Piling/Caisson	3
	Retention	4
2. Concrete	Formwork	5
	Precasts	5
	Structural	5
3. Masonry	Masonry	5
4. Metal And Structural	Metal Deck	4
	Misc. Metals	2
	Structural Steel	5
5. Carpentry	Millwork	2
	Rough Carpentry	2
	Wood Doors	2
6. Moisture Protection	Caulking	3
	Dampproofing	3
	Roofing/Sheet Metal	5
	Waterproofing	3
7. Doors, Windows And Glass	Curtainwall	5
	Glass, Glazing & Aluminum	3
	Hardware	1
	Hollow Metal Work	1
8. Finishes	Acoustic	2
	Ceramic & Quarry	2
	Covering	2
	Lathe, Plaster & Drywall	2
	Resilient Floor	2
	Paint & Vinyl Wall	2



<b>Division</b>	<b>Trade Description</b>	<b>Trade Number for Limits Required (See Attached)</b>
9. Specialties	Access Flooring	1
	Partitions	1
	Toilet Accessories	1
10. Equipment	Crane Operations	4
11. Furnishings	Suppliers	1
12. Special Construction	Asbestos Abatement including environmental/pollution	5
	Blasting	5
13. Conveying Systems	Elevators	5
	Escalators	5
	Conveyers	3
	Dumbwaiters	3
14. Mechanical	Fire Protection System	4
	Plumbing	4
15. HVAC		5
16. Electrical	Electrical	5
17. Demolition	More Than 3 Stories	10
	3 Stories or Less	5

**Any unusual or specialized renovation or repair work undertaken by the General Contractor under this contract may require other limits of liability than those listed above. Owner will make any determination of revised liability.**

## **Contractor and Subcontractor Insurance Limit Requirements**

The following are Limits of Liability required depending on the trade number of the Contractor:

1. \$1,000,000 Each Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products & Completed Operations Aggregate

2. \$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products & Completed Operations Aggregate

3. \$2,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products & Completed Operations Aggregate  
\$1,000,000 Umbrella Each Occurrence/Aggregate

OR

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$2,000,000 Umbrella Each Occurrence/Aggregate

4. \$2,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products & Completed Operations Aggregate  
\$2,000,000 Umbrella Each Occurrence/Aggregate

OR

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$3,000,000 Umbrella Each Occurrence/Aggregate

5. \$2,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products & Completed Operations Aggregate  
\$3,000,000 Umbrella Each Occurrence/Aggregate

OR

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$4,000,000 Umbrella Each Occurrence/Aggregate

10. \$2,000,000 Each Occurrence  
\$2,000,000 General Aggregate

\$2,000,000 Products & Completed Operations Aggregate  
\$8,000,000 Umbrella Each Occurrence/Aggregate

OR

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products & Completed Operations Aggregate  
\$9,000,000 Umbrella Each Occurrence/Aggregate

50. \$ 2,000,000 Each Occurrence  
\$ 2,000,000 General Aggregate  
\$ 2,000,000 Products & Completed Operations Aggregate  
\$49,000,000 Umbrella Each Occurrence/Aggregate

OR

\$ 1,000,000 Each Occurrence  
\$ 2,000,000 General Aggregate  
\$ 2,000,000 Products & Completed Operations Aggregate  
\$50,000,000 Umbrella Each Occurrence/Aggregate



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/03/2020

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 8662837122 PER LOCATION      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> MB Real Estate Services Inc 181 West Madison Street 47th Floor Chicago IL 60602 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: The Continental Insurance Company		35289
	INSURER B: National Fire Ins. Co. of Hartford		20478
	INSURER C: Axis Insurance Company		37273
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570085089333      **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6024118999	03/01/2020	03/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6024119019	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			6024119005	03/01/2020	03/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input checked="" type="checkbox"/> N    N/A PER STATUTE    OTH E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
C	Cyber Liability			P-001-000456626-01	10/30/20	10/30/21	Ea. Occurrence \$2,000,000 Aggregate \$2,000,000

570085089333

Certificate No :

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

RE: Contract No. 1923-17871, 69 W. Washington. County of Cook, a body politic and corporate of the State of Illinois are included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of Subrogation is granted in favor of County of Cook, a body politic and corporate of the State of Illinois in accordance with the policy provisions of the General Liability policy. The contract commences 1/1/21.

**CERTIFICATE HOLDER****CANCELLATION**

Cook County Government, its officials employees and agents Attn: office of the Chief Procurement Officer 118 N. Clark St., Room 1018 Chicago IL 60602 USA	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  







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2020

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Automatic Data Processing Insurance Agency, Inc.  1 Adp Boulevard Roseland NJ 07068		<b>CONTACT NAME:</b> Automatic Data Processing Insurance Agency, Inc. <b>PHONE (A/C, No, Ext):</b> 1-800-524-7024 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> NorGUARD Insurance Company	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> Mb Real Estate Services Inc  181 W Madison St Ste 4700 Suite 4700 Chicago IL 60602		<b>NAIC #</b> 31470	

**COVERAGES**

CERTIFICATE NUMBER: 1744566

REVISION NUMBER:

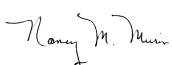
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	Y	MBWC192633	03/01/2020	03/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

This certificate has a blanket Waiver of Subrogation for the following state(s) :CO,IL,AZ,GA  
Contract No. 1923-17871, Location: 69 W. Washington, Chicago, IL.  
Management Assignment begins 1/1/2021

**CERTIFICATE HOLDER****CANCELLATION**

Cook County Government, its officials, employees, and agents, Attn: Office of the Chief Procurement Officer 118 N. Clark St, Room 1018  Chicago IL 60602	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>  
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2020

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> JMB Insurance Agency, Inc. 900 N. Michigan Ave. 15th Floor Chicago IL 60611	<b>CONTACT NAME:</b> Morgan Krefl <b>PHONE (A/C, No. Ext):</b> (312) 915-2200 <b>E-MAIL ADDRESS:</b> mkrefl@jmbins.com	<b>FAX (A/C, No):</b> (312) 577-0725	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> MB Real Estate Services, Inc.  181 W. Madison St., Suite 4700  Chicago IL 60602	<b>INSURER A:</b> Executive Risk Indemnity		35181
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 65785

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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	<b>Errors &amp; Omissions</b>			82115995	04/04/2020	04/04/2021	<b>Aggregate</b> \$ 10,000,000 <b>Retention</b> \$ 100,000	

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

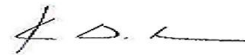
Contract No. 1923-17871, 69 W. Washington St., Chicago, IL 60602  
 Contract Commencement: January 1, 2021

**CERTIFICATE HOLDER**

Cook County Government, its officials, employees, and agents - ATTN: Office of the Chief Procurement  
 118 N. Clark St.  
 Room 1018  
 Chicago IL 60602

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  


© 1988-2015 ACORD CORPORATION. All rights reserved.

## **Exhibit G**

### **Service Contractor Insurance Limits Requirements**

<b>Type of Service</b>	<b>Number for Limits Required</b>
Garbage Removal and Disposal including dumpster maintained on premises.	2
Telephone and T.V. Equipment and Master Wiring and Antennas Service	10 (exterior) 5 (interior)
Snow Removal Service	2
Sprinkler System Service and Repair	3
Alarm Systems Service and Repair	3
Signage and Light Post Maintenance	2
Landscaping and Lawn Maintenance	1
Electrical Maintenance	1
Parking Surface Maintenance and Striping	1
Asbestos Abatement and Hazardous Material Removal	5
Overhead and Revolving Door Services	2
Interior & Exterior Cleaning and Janitorial	2
Elevator/Escalator Service & Maintenance	5
Window Washing and Swing Station Equipment Services	3
Security & Guard Services including civil rights violations	2

---

**Type of Service****Number for Limits Required**

	.
Heating, Ventilation and Air Conditioning Service	2
Plumbing Service	2
Metal Cleaners and Refinishers	3
Roofers	10
Office Equipment Service	1

---

## Service Contractor Insurance Limits Requirements

The following are limits of liability required depending on the trade number of the Contractor:

1. \$1,000,000 Each Occurrence  
\$1,000,000 General Aggregate
2. \$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products & Completed Operations Aggregate
3. \$2,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products & Completed Operations Aggregate  
\$1,000,000 Umbrella Each Occurrence/Aggregate

OR

- \$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products & Completed Operations Aggregate  
\$2,000,000 Umbrella Each Occurrence/Aggregate
4. \$2,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products & Completed Operations Aggregate  
\$2,000,000 Umbrella Each Occurrence/Aggregate

OR

- \$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products & Completed Operations Aggregate  
\$3,000,000 Umbrella Each Occurrence/Aggregate
5. \$2,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products & Completed Operations Aggregate  
\$3,000,000 Umbrella Each Occurrence/Aggregate

OR

- \$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products & Completed Operations Aggregate  
\$4,000,000 Umbrella Each Occurrence/Aggregate
  10. \$2,000,000 Each Occurrence  
\$2,000,000 General Aggregate
-

**Exhibit G**

\$2,000,000 Products & Completed Operations Aggregate

\$8,000,000 Umbrella Each Occurrence/Aggregate

OR

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products & Completed Operations Aggregate

\$9,000,000 Umbrella Each Occurrence/Aggregate

---

## **Exhibit H**

### **IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT FORMS**



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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	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.

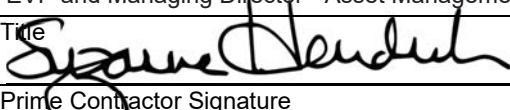
Bid/RFP/RFQ No.: (RFP) No. 1923-17871	Date: 12/11/20
Total Bid or Proposal Amount: \$505,599	Contract Title: Property Mgt. Services - George W. Dunne Cook C
Contractor: MB Real Estate Services Inc.	Subcontractor/Supplier/ Subconsultant to be ABM Industry Groups, LLC added or substitute:
Authorized Contact for Contractor: Wally Hennig	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Leon Bobola
Email Address (Contractor): whennig@mbres.com	Email Address (Subcontractor): Leon.Bobola@abm.com
Company Address (Contractor): 181 W. Madison, 47th Floor	Company Address (Subcontractor): 180 N LaSalle St. Suite 1700
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor): Chicago, Illinois 60601
Telephone and Fax (Contractor): 312-558-3865	Telephone and Fax (Subcontractor): 312-759-4605
Estimated Start and Completion Dates (Contractor): Jan. 1, 2021 - Dec 31, 2023	Estimated Start and Completion Dates (Subcontractor): Jan. 1, 2021 - Dec 31, 2023

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Janitorial/Cleaning Services and Supplies	\$2,185,938.54

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.**

MB Real Estate Services Inc.

Contractor  
Suzanne Hendrick  
Name  
EVP and Managing Director - Asset Management  
Title  12/21/2020  
Prime Contractor Signature Date

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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	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.: (RFP) No. 1923-17871	Date: 11/24/20
Total Bid or Proposal Amount: \$505,599	Contract Title: Property Mgt. Services - George W. Dunne Cook C
Contractor: MB Real Estate Services Inc.	Subcontractor/Supplier/ Subconsultant to be Able Services added or substitute:
Authorized Contact for Contractor: Wally Hennig	Authorized Contact for Subcontractor/Supplier/ Bill Duffner Subconsultant:
Email Address (Contractor): whennig@mbres.com	Email Address (Subcontractor): bill.duffner@ableserve.com
Company Address 181 W. Madison, 47th Floor (Contractor):	Company Address 150 N. Wacker Drive, Suite 1800 (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor): Chicago, IL 60606
Telephone and Fax (Contractor): 312-558-3865	Telephone and Fax (Subcontractor): 312-690-8359
Estimated Start and Completion Dates Jan. 1, 2021 - Dec. 31, 2023 (Contractor):	Estimated Start and Completion Dates Jan. 1, 2021 - Dec. 31, 2023 (Subcontractor):

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Engineering Services	\$3,990,370.26

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.**

MB Real Estate Services Inc.

Contractor  
Suzanne Hendrick  
Name  
EVP and Managing Director - Asset Management  
Title  
  
Prime Contractor Signature  
Date  
11/24/2020



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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	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.

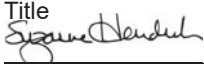
Bid/RFP/RFQ No.: (RFP) No. 1923-17871	Date: 11/23/20
Total Bid or Proposal Amount: \$505,599	Contract Title: Property Mgt. Services - George W. Dunne Cook C
Contractor: MB Real Estate Services Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: AREM Container & Supply Co.
Authorized Contact for Contractor: Wally Hennig	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Rosalind Schwartz
Email Address (Contractor): whennig@mbres.com	Email Address (Subcontractor): roz@aremcontainer.com
Company Address (Contractor): 181 W. Madison, 47th Floor	Company Address (Subcontractor): 6153 West Mulford - Unit D
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor): Niles, IL 60714
Telephone and Fax (Contractor): 312-558-3865	Telephone and Fax (Subcontractor): 847-673-6184
Estimated Start and Completion Dates (Contractor): Jan. 1, 2021 - Dec. 31, 2023	Estimated Start and Completion Dates (Subcontractor): Jan. 1, 2021 - Dec. 31, 2023

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Cleaning Supplies (Paid through Corporate Cleaning Services)	\$15,454.50

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.**

MB Real Estate Services Inc.

Contractor  
Suzanne Hendrick  
Name  
EVP and Managing Director - Asset Management  
Title  
  
Prime Contractor Signature  
Date  
11/23/2020

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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	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.: (RFP) No. 1923-17871	Date: 11/24/20
Total Bid or Proposal Amount: \$505,599	Contract Title: Property Mgt. Services - George W. Dunne Cook C
Contractor: MB Real Estate Services Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Bella Bagno, Inc.
Authorized Contact for Contractor: Wally Hennig	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Cynthia Lazarus
Email Address (Contractor): whennig@mbres.com	Email Address (Subcontractor): cynthia@bellabagno.com
Company Address (Contractor): 181 W. Madison, 47th Floor	Company Address (Subcontractor): 5699 W. Howard St.
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor): Niles, IL 60714
Telephone and Fax (Contractor): 312-558-3865	Telephone and Fax (Subcontractor): 847-673-7378
Estimated Start and Completion Dates (Contractor): Jan. 1, 2021 - Dec. 31, 2023	Estimated Start and Completion Dates (Subcontractor): Jan. 1, 2021 - Dec. 31, 2023

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Cleaning and Building Supplies	\$544,616.46

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.**

MB Real Estate Services Inc.

Contractor Suzanne Hendrick	
Name EVP and Managing Director - Asset Management	
Title 	11/24/2020
Prime Contractor Signature	Date

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

<input type="checkbox"/>	<b>OCPO ONLY:</b>
<input checked="" type="checkbox"/>	Disqualification 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.

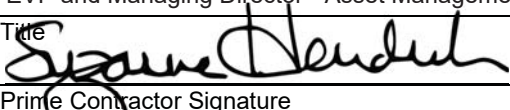
Bid/RFP/RFQ No.: (RFP) No. 1923-17871	Date: 12/21/20
Total Bid or Proposal Amount: \$505,599	Contract Title: Property Mgt. Services - George W. Dunne Cook C
Contractor: MB Real Estate Services Inc.	Subcontractor/Supplier/ Subconsultant to be Diverse Facility Solutions added or substitute:
Authorized Contact for Contractor: Wally Hennig	Authorized Contact for Subcontractor/Supplier/ Mark Wright Subconsultant:
Email Address (Contractor): whennig@mbres.com	Email Address (Subcontractor): m.wright@dfscompany.com
Company Address (Contractor): 181 W. Madison, 47th Floor	Company Address (Subcontractor): 12838 S. Cicero Avenue
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor): Alsip, Illinois 60803
Telephone and Fax (Contractor): 312-558-3865	Telephone and Fax (Subcontractor): 773-582-1022
Estimated Start and Completion Dates (Contractor): Jan. 1, 2021 - Dec 31, 2023	Estimated Start and Completion Dates (Subcontractor): Jan. 1, 2021 - Dec 31, 2023

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Janitorial/Cleaning Services and Supplies	\$2,275,160.52

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.**

MB Real Estate Services Inc.

Contractor  
Suzanne Hendrick  
Name  
EVP and Managing Director - Asset Management  
Title  12/21/2020  
Prime Contractor Signature Date

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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	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.: (RFP) No. 1923-17871	Date: 11/24/2020
Total Bid or Proposal Amount: \$505,599	Contract Title: Property Mgt. Services - George W. Dunne Cook C
Contractor: MB Real Estate Services Inc.	Subcontractor/Supplier/ Subconsultant to be Fact Finders Group, Inc. added or substitute:
Authorized Contact for Contractor: Wally Hennig	Authorized Contact for Subcontractor/Supplier/ Kenneth Webb, Sr. Subconsultant:
Email Address (Contractor): whennig@mbres.com	Email Address (Subcontractor): kenwebb@factfindersgroup.com
Company Address (Contractor): 181 W. Madison, 47th Floor	Company Address (Subcontractor): 4747 Lincoln Mall Dr.
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor): Matteson, IL 60443
Telephone and Fax (Contractor): 312-558-3865	Telephone and Fax (Subcontractor): 708-283-4200
Estimated Start and Completion Dates Jan. 1, 2021 - Dec. 31, 2023 (Contractor):	Estimated Start and Completion Dates Jan. 1, 2021 - Dec. 31, 2023 (Subcontractor):

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Security Services	\$2,224,848.60

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.**

MB Real Estate Services Inc.

Contractor  
 Suzanne Hendrick  
 Name  
 EVP and Managing Director - Asset Management  
 Title  
  
 Prime Contractor Signature  
 Date 11/24/2020

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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	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.: (RFP) No. 1923-17871	Date: 11/23/2020
Total Bid or Proposal Amount: \$505,599	Contract Title: Property Mgt. Services - George W. Dunne Cook C
Contractor: MB Real Estate Services Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Global Water Technology, Inc.
Authorized Contact for Contractor: Wally Hennig	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Michael Byerley
Email Address (Contractor): whennig@mbres.com	Email Address (Subcontractor): mbyerley@gwt-inc.com
Company Address (Contractor): 181 W. Madison, 47th Floor	Company Address (Subcontractor): 354 West Armory Drive
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor): South Holland, IL 60473
Telephone and Fax (Contractor): 312-558-3865	Telephone and Fax (Subcontractor): 708-349-9991
Estimated Start and Completion Dates (Contractor): Jan. 1, 2021 - Dec. 31, 2023	Estimated Start and Completion Dates (Subcontractor): Jan. 1, 2021 - Dec. 31, 2023

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Water Treatment and Service - Mechanical	\$38,945.34

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.**

MB Real Estate Services Inc.

Contractor  
Suzanne Hendrick  
Name  
EVP and Managing Director - Asset Management  
Title  
  
Prime Contractor Signature  
11/23/2020  
Date

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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	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.

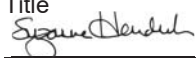
Bid/RFP/RFQ No.: (RFP) No. 1923-17871	Date: 11/24/2020
Total Bid or Proposal Amount: \$505,599	Contract Title: Property Mgt. Services - George W. Dunne Cook C
Contractor: MB Real Estate Services Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Horizon Contractors, Inc.
Authorized Contact for Contractor: Wally Hennig	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Christine Chung
Email Address (Contractor): whennig@mbres.com	Email Address (Subcontractor): horizoncontractors@sbcglobal.net
Company Address (Contractor): 181 W. Madison, 47th Floor	Company Address (Subcontractor): 712 W. Root Street
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor): Chicago, IL 60609
Telephone and Fax (Contractor): 312-558-3865	Telephone and Fax (Subcontractor): 312-850-3010
Estimated Start and Completion Dates (Contractor): Jan. 1, 2021 - Dec. 31, 2023	Estimated Start and Completion Dates (Subcontractor): Jan. 1, 2021 - Dec. 31, 2023

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Electrical Services and Supplies	\$322,380.99

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.**

MB Real Estate Services Inc.

Contractor  
Suzanne Hendrick  
Name  
EVP and Managing Director - Asset Management  
Title  
  
Prime Contractor Signature  
Date  
11/24/2020

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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	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.: (RFP) No. 1923-17871	Date: 11/24/2020
Total Bid or Proposal Amount: \$505,599	Contract Title: Property Mgt. Services - George W. Dunne Cook C
Contractor: MB Real Estate Services Inc.	Subcontractor/Supplier/ Subconsultant to be Inter-City Supply Co, Inc. added or substitute:
Authorized Contact for Contractor: Wally Hennig	Authorized Contact for Subcontractor/Supplier/ Jackie Dyess Subconsultant:
Email Address (Contractor): whennig@mbres.com	Email Address (Subcontractor): intercity@ameritech.net
Company Address (Contractor): 181 W. Madison, 47th Floor	Company Address (Subcontractor): 8830 S. Dobson Ave.
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor): Chicago, IL 60617
Telephone and Fax (Contractor): 312-558-3865	Telephone and Fax (Subcontractor): 773-731-8007
Estimated Start and Completion Dates (Contractor): Jan. 1, 2021 - Dec. 31, 2023	Estimated Start and Completion Dates (Subcontractor): Jan. 1, 2021 - Dec. 31, 2023

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Janitorial/Cleaning Supplies (Paid through Corporate Cleaning Services)	\$30,909

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.**

MB Real Estate Services Inc.

Contractor  
Suzanne Hendrick  
Name  
EVP and Managing Director - Asset Management  
Title  
  
Prime Contractor Signature  
Date  
11/24/2020

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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	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.

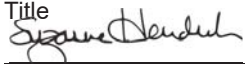
Bid/RFP/RFQ No.: (RFP) No. 1923-17871	Date: 11/24/20
Total Bid or Proposal Amount: \$505,599	Contract Title: Property Mgt. Services - George W. Dunne Cook C
Contractor: MB Real Estate Services Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Market Pro Consulting, Inc.
Authorized Contact for Contractor: Wally Hennig	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Jill Piunti
Email Address (Contractor): whennig@mbres.com	Email Address (Subcontractor): jpiunti@marketproconsulting.com
Company Address (Contractor): 181 W. Madison, 47th Floor	Company Address (Subcontractor): 3011 West 183rd Street - Suite 273
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor): Homewood, IL 60430
Telephone and Fax (Contractor): 312-558-3865	Telephone and Fax (Subcontractor): 312-850-3010
Estimated Start and Completion Dates (Contractor): Jan. 1, 2021 - Dec. 31, 2023	Estimated Start and Completion Dates (Subcontractor): Jan. 1, 2021 - Dec. 31, 2023

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Administrative Services	\$238,756.57

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.**

MB Real Estate Services Inc.

Contractor  
 Suzanne Hendrick  
 Name  
 EVP and Managing Director - Asset Management  
 Title  
  
 Prime Contractor Signature  
 Date  
 11/24/2020



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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	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.: (RFP) No. 1923-17871	Date: 11/23/2020
Total Bid or Proposal Amount: \$505,599	Contract Title: Property Mgt. Services - George W. Dunne Cook C
Contractor: MB Real Estate Services Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: McFarlane Douglass & Companies
Authorized Contact for Contractor: Wally Hennig	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Douglas Giebel
Email Address (Contractor): whennig@mbres.com	Email Address (Subcontractor): dngiebel@mcfarlanedouglass.com
Company Address (Contractor): 181 W. Madison, 47th Floor	Company Address (Subcontractor): 143 Tower Drive
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor): Burr Ridge, IL 60527
Telephone and Fax (Contractor): 312-558-3865	Telephone and Fax (Subcontractor): 800-339-2900
Estimated Start and Completion Dates (Contractor): Jan. 1, 2021 - Dec. 31, 2023	Estimated Start and Completion Dates (Subcontractor): Jan. 1, 2021 - Dec. 31, 2023

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Landscaping Service	\$40,649.97

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.**

MB Real Estate Services Inc.

Contractor  
Suzanne Hendrick  
Name  
EVP and Managing Director - Asset Management  
Title  
  
Prime Contractor Signature  
Date  
11/23/2020

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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	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.: (RFP) No. 1923-17871	Date: 11/24/2020
Total Bid or Proposal Amount: \$505,599	Contract Title: Property Mgt. Services - George W. Dunne Cook C
Contractor: MB Real Estate Services Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: MJB Decorating, Inc.
Authorized Contact for Contractor: Wally Hennig	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Joanna Bielic
Email Address (Contractor): whennig@mbres.com	Email Address (Subcontractor): mjbdecorating@gmail.com
Company Address (Contractor): 181 W. Madison, 47th Floor	Company Address (Subcontractor): 170 Touhy Court
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor): Des Plaines, IL 60018
Telephone and Fax (Contractor): 312-558-3865	Telephone and Fax (Subcontractor): 847-749-4820
Estimated Start and Completion Dates (Contractor): Jan. 1, 2021 - Dec. 31, 2023	Estimated Start and Completion Dates (Subcontractor): Jan. 1, 2021 - Dec. 31, 2023

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Painting and Labor Services	\$600,000

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.**

MB Real Estate Services Inc.

Contractor  
Suzanne Hendrick  
Name  
EVP and Managing Director - Asset Management  
Title  
  
Prime Contractor Signature  
Date  
11/24/2020

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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	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.: (RFP) No. 1923-17871	Date: 11/23/2020
Total Bid or Proposal Amount: \$505,599	Contract Title: Property Mgt. Services - George W. Dunne Cook C
Contractor: MB Real Estate Services Inc.	Subcontractor/Supplier/ Subconsultant to be Quality and Excellence, Inc. added or substitute:
Authorized Contact for Contractor: Wally Hennig	Authorized Contact for Subcontractor/Supplier/ Cartha McKenzie Subconsultant:
Email Address (Contractor): whennig@mbres.com	Email Address (Subcontractor): cartha@qandepest.com
Company Address 181 W. Madison, 47th Floor (Contractor):	Company Address 19279 S. Burnham Ave. (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor): Lansing, IL 60438
Telephone and Fax (Contractor): 312-558-3865	Telephone and Fax (Subcontractor): 708-251-5560
Estimated Start and Completion Dates Jan. 1, 2021 - Dec. 31, 2023 (Contractor):	Estimated Start and Completion Dates Jan. 1, 2021 - Dec. 31, 2023 (Subcontractor):

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Pest Control Service and Supplies	\$11,127.24

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.**

MB Real Estate Services Inc.

Contractor  
Suzanne Hendrick  
Name  
EVP and Managing Director - Asset Management  
Title  
  
Prime Contractor Signature  
11/23/2020  
Date

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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	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.: (RFP) No. 1923-17871	Date: 11/23/2020
Total Bid or Proposal Amount: \$505,599	Contract Title: Property Mgt. Services - George W. Dunne Cook C
Contractor: MB Real Estate Services Inc.	Subcontractor/Supplier/ Subconsultant to be Stuart Dean Company added or substitute:
Authorized Contact for Contractor: Wally Hennig	Authorized Contact for Subcontractor/Supplier/ Andrew Grzebien Subconsultant:
Email Address (Contractor): whennig@mbres.com	Email Address (Subcontractor): agrzebien@stuartdean.com
Company Address 181 W. Madison, 47th Floor (Contractor):	Company Address 870 West Division St., Unit F (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor): Chicago, IL 60542
Telephone and Fax (Contractor): 312-558-3865	Telephone and Fax (Subcontractor): 312-288-0390
Estimated Start and Completion Dates Jan. 1, 2021 - Dec. 31, 2023 (Contractor):	Estimated Start and Completion Dates Jan. 1, 2021 - Dec. 31, 2023 (Subcontractor):

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Metal Maintenance Service and Supplies	\$239,380.69

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.**

MB Real Estate Services Inc.

Contractor	
Suzanne Hendrick	
Name	
EVP and Managing Director - Asset Management	
Title	11/23/2020
	Date
Prime Contractor Signature	Date

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

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	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.

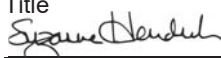
Bid/RFP/RFQ No.: (RFP) No. 1923-17871	Date: 11/24/2020
Total Bid or Proposal Amount: \$505,599	Contract Title: Property Mgt. Services - George W. Dunne Cook C
Contractor: MB Real Estate Services Inc.	Subcontractor/Supplier/ Subconsultant to be Titan Security Group added or substitute:
Authorized Contact for Contractor: Wally Hennig	Authorized Contact for Subcontractor/Supplier/ Dave S. Pack Subconsultant:
Email Address (Contractor): whennig@mbres.com	Email Address (Subcontractor): dspack@titan-security.com
Company Address 181 W. Madison, 47th Floor (Contractor):	Company Address 616 W. Monroe (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor): Chicago, IL 60661
Telephone and Fax (Contractor): 312-558-3865	Telephone and Fax (Subcontractor): 312-902-3400
Estimated Start and Completion Dates Jan. 1, 2021 - Dec. 31, 2023 (Contractor):	Estimated Start and Completion Dates Jan. 1, 2021 - Dec. 31, 2023 (Subcontractor):

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Security Services	\$2,709,932.76

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.**

MB Real Estate Services Inc.

Contractor  
Suzanne Hendrick  
Name  
EVP and Managing Director - Asset Management  
Title  
  
Prime Contractor Signature  
Date  
11/24/2020

**Exhibit I**

**MINORITY BUSINESSS-OWNED BUSINESS ENTERPRISE & WOMEN-OWNED  
BUSINESS ENTERPRISE UTILIZATION PLAN**



OFFICE OF CONTRACT COMPLIANCE

**EDWARD H. OLIVIERI**

DIRECTOR

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

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

December 8, 2020

Mr. Raffi Sarrafian  
Chief Procurement Officer  
118 N. Clark Street  
County Building-Room 1018  
Chicago, IL 60602

Re: Contract No. 1923-17871  
Property Management Services for the George W. Dunne Cook County Building  
Department of Real Estate Management

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% MBE and 0% WBE participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Edward H. Olivieri  
Contract Compliance Director  
EHO/ate

Cc: Edmund Rendon, OCPO  
Jessica Caffrey, Real Estate Management  
Elizabeth Strand, Real Estate Management

**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](http://www.cookcountyil.gov/contractcompliance))

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: AREM Container & Supply Co.  
Address: 6153 West Mulford - Unit D, Niles, IL 60714  
E-mail: roz@aremcontainer.com  
Contact Person: Rosalind Schwartz Phone: 847-673-6184  
Dollar Amount Participation: \$ 15,454.50

Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached? Yes X No \_\_\_\_\_  
\*Current Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

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



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: AREM Container & Supply Co.

Certifying Agency: City of Chicago

Contact Person: Rosalind Schwartz

Certification Expiration Date: 6/15/2023

Address: 6153 West Mulford - Unit D

Ethnicity: WBE

City/State: Niles, IL Zip: 60714

Bid/Proposal/Contract #: (RFP) No.1923-17871

Phone: 847-673-6184 Fax: \_\_\_\_\_

FEIN #: 36-2463434

Email: roz@aremcontainer.com

Participation:  Direct  Indirect

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

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

The undersigned 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)

Janitorial/Cleaning Supplies for George W. Dunne Cook County Office Building

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

\$15,454.50 provided January 1, 2021 - December 31, 2023

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]  
Signature (M/WBE)

[Signature]  
Signature (Prime Bidder/Proposer)

Rosalind Schwartz  
Print Name

Suzanne Hendrick  
Print Name

AREM CONTAINER & Supply Co.  
Firm Name

MB Real Estate, Inc  
Firm Name

11-24-20  
Date

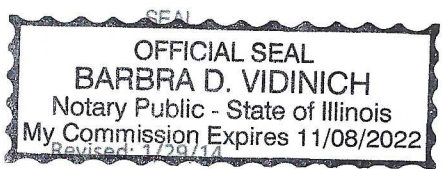
11/25/2020  
Date

Subscribed and sworn before me  
this 25<sup>th</sup> day of November, 2020

Subscribed and sworn before me  
this 25<sup>th</sup> day of November, 2020

Notary Public [Signature]

Notary Public [Signature]





DEPARTMENT OF PROCUREMENT SERVICES

JUL - 3 2018

CITY OF CHICAGO

Rosalind Schwartz  
Arem Container & Supply Co.  
6153 West Mulford Unit D  
Niles, IL 60714

Dear Rosalind Schwartz:

We are pleased to inform you that **Arem Container & Supply Co.** has been recertified as a **Woman-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **6/15/2023**; 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 **6/15/2019, 6/15/2020, 6/15/2021, and 6/15/2022**. 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 **6/15/2023**. 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 **4/15/2023**.

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:

JUL - 3 2018

- 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](http://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):**

424130	Industrial and Personal Service Paper Merchant Wholesaler
423850	Janitorial Equipment and Supplies Merchant Wholesaler
424690	Industrial Chemicals Merchant Wholesaler
424710	Bulk Stations, Petroleum, Merchant Wholesalers
424720	Petroleum Products Merchant Wholesalers

Your firm's participation on City contracts will be credited only toward **Woman-Owned Business Enterprise ("WBE")** 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, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPO) Program.

Sincerely,



Rich Butler  
First Deputy Procurement Officer  
RB/ag

**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](http://www.cookcountyil.gov/contractcompliance))

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: Bella Bagno, Inc.  
Address: 5699 W. Howard St., Niles, IL 60714  
E-mail: cynthia@bellabagno.com  
Contact Person: Cynthia Lazarus Phone: 847-673-7378  
Dollar Amount Participation: \$ 544,616.46

Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached?      Yes X                      No \_\_\_\_\_  
\*Current Letter of Certification attached?      Yes X                      No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached?      Yes \_\_\_\_\_                      No \_\_\_\_\_  
\*Current Letter of Certification attached?      Yes \_\_\_\_\_                      No \_\_\_\_\_

*Attach additional sheets as needed.*

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Bella Bagno, Inc.

Certifying Agency: City of Chicago

Contact Person: Cynthia Lazarus

Certification Expiration Date: 8/15/2022

Address: 5699 W Howard St.

Ethnicity: WBE

City/State: Niles, IL Zip: 60714

Bid/Proposal/Contract #: (RFP) No.1923-17871

Phone: 847-673-7378 Fax: \_\_\_\_\_

FEIN #: 36-3462397

Email: cynthia@bellabagno.com

Participation:  Direct  Indirect

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

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

The undersigned 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)

Cleaning and Building Supplies for George W. Dunne Cook County Office Building

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

\$544,616.46 provided January 1, 2021 - December 31, 2023

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.

Cynthia Lazarus  
Signature (M/WBE)

Suzanne Hendrick  
Signature (Prime Bidder/Proposer)

Cynthia Lazarus  
Print Name

Suzanne Hendrick  
Print Name

Print Name

Print Name

Bella Bagno, Inc.  
Firm Name

MB Real Estate, Inc  
Firm Name

Firm Name

Firm Name

11/23/2020  
Date

11/24/2020  
Date

Date

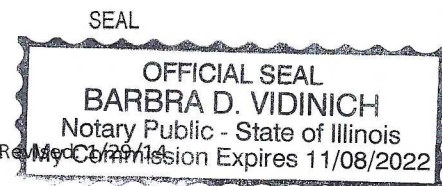
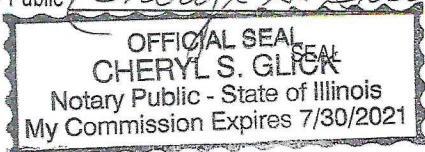
Date

Subscribed and sworn before me  
this 23 day of November, 2020

Subscribed and sworn before me  
this 24<sup>th</sup> day of November, 2020

Notary Public Cheryl S. Gluck

Notary Public Barbra Vidinich





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

SEP - 5 2017

Cynthia Lazarus  
Bella Bagno, Inc.  
5699 W. Howard Street  
Niles, IL 60714

Dear Ms. Cynthia Lazarus:

We are pleased to inform you that **Bella Bagno, Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **8/15/2022**; 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 **8/15/2018, 8/15/2019, 8/15/2020, and 8/15/2021**. 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 **8/15/2022**. 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 **6/15/2022**.

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](http://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):**

- 326299 - Floor mats (e.g., bath door), rubber manufacturing**
- 423210 - Outdoor furniture merchant wholesalers**
- 423720 - Plumbing fixture merchant wholesalers**
- 423850 - Janitorial equipment and supplies merchant wholesalers**
- 423930 - Recyclable materials (e.g., glass, metal, paper) merchant wholesalers**
- 424130 - Bags, paper and disposable plastics, merchant wholesalers**
- 424130 - Industrial supplies, disposable plastics, paper, merchant wholesaers**
- 424210 - Blades, razor, merchant wholesalers**
- 424690 - Cleaning compounds and preparations, merchant wholesalers**
- 424690 - Laundry soap, chips, and powder, merchant wholesalers**
- 424990 - Bags textile, merchant wholesalers**
- 453998 - Janitorial equipment and supplies stores**
- 561720 - Deodorant servicing of rest rooms**
- 561720 - Janitorial services**
- 561720 - Washroom sanitation services**

Your firm's participation on City contracts will be credited only toward **Women-Owned 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,



Rich Butler  
First Deputy Procurement Officer  
RB/sg





**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](http://www.cookcountyil.gov/contractcompliance))

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: Diverse Facility Solutions  
Address: 12838 S. Cicero Avenue  
E-mail: m.wright@dfscompany.com  
Contact Person: Mark Wright Phone: 773-582-1022  
Dollar Amount Participation: \$ 2,275,160.52  
Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached?      Yes X                      No \_\_\_\_\_  
\*Current Letter of Certification attached?      Yes X                      No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached?      Yes \_\_\_\_\_                      No \_\_\_\_\_  
\*Current Letter of Certification attached?      Yes \_\_\_\_\_                      No \_\_\_\_\_

*Attach additional sheets as needed.*

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Diverse Facility Solutions

Certifying Agency: City of Chicago

Contact Person: Mark Wright

Certification Expiration Date: 10/15/2023

Address: 12838 S. Cicero Avenue

Ethnicity: MBE

City/State: Alsip, IL Zip: 60803

Bid/Proposal/Contract #: (RFP) No.1923-17871

Phone: 773-582-1022 Fax: 773-582-1094

FEIN #: 61-1426927

Email: m.wright@dfscompany.com

Participation:  Direct  Indirect

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

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

The undersigned 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)

Cleaning Services and Supplies for George W. Dunne Cook County Office Building

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

\$2,275,160.52 provided January 1, 2021 - December 31, 2023

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.

Mark S. Wright  
Signature (M/WBE)

Suzanne Hendrick  
Signature (Prime Bidder/Proposer)

Mark S. Wright  
Print Name

Suzanne Hendrick  
Print Name

Diverse Facility Solutions  
Firm Name

MB Real Estate, Inc  
Firm Name

12/21/20  
Date

12/21/2020  
Date

Subscribed and sworn before me

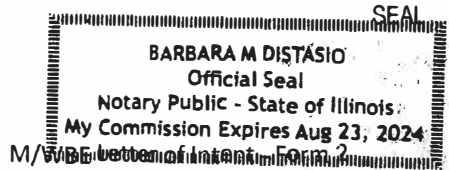
Subscribed and sworn before me

this 21 day of December, 2020.

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public Barbara M Distasio

Notary Public \_\_\_\_\_



SEAL



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

OCT 19 2018

Mark S. Wright  
**Diverse Facility Solutions, Inc.**  
12838 South Cicero Avenue  
Alsip, IL 60803-3044

Dear Mark S. Wright:

We are pleased to inform you that **Diverse Facility Solutions, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **10/15/2023**; 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 **10/15/2019, 10/15/2020, 10/15/2021, and 10/15/2022**. 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 **10/15/2023**. 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 **08/15/2023**.

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 **MBE** if you fail to:

cc  
10

OCT 19 2018

- 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](http://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 Codes:**

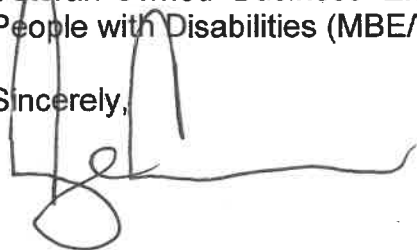
**561720 – Janitorial Services**

**561740 – Carpet and Upholstery Cleaning Services**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your 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, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



George W. Coleman, Jr.  
Deputy Procurement Officer

GWC/sl



ILLINOIS

JB Pritzker, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Janel L. Forde, Director

October 21, 2020

Mark S. Wright  
Diverse Facility Solutions, Inc.  
12838 S CICERO AVE  
ALSIP, IL 60803-3044

Dear Business Owner:

Re: **NCA Certification Approval** Minority Business Enterprise (MBE)  
Certification Term Expires: September 26, 2021

Congratulations! After reviewing the No-Change Affidavit (NCA) information you supplied, we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program (BEP) for Minorities, Females and Persons with Disabilities.

This certification is in effect with the State of Illinois until the date specified above as long as you continue to submit annual No - Change Affidavits and are found to still meet the requirements of the Program.

Your firm's name will appear in the State's Directory as a certified vendor with the BEP in the specialty area(s) of:

**NIGP 91003: BUILDING CLEANING SERVICES, EXTERIOR**  
**NIGP 91428: CLEANING, INTERIOR AND EXTERIOR, NEW CONSTRUCTION**  
**NIGP 95863: JANITORIAL MANAGEMENT SERVICES**

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on [www.opportunities.illinois.gov](http://www.opportunities.illinois.gov) and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the BEP. We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutiérrez  
Certification Manager  
Business Enterprise Program

**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](http://www.cookcountyil.gov/contractcompliance))

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: Fact Finders Group, Inc

Address: 4747 Lincoln Mall Drive, Suite 300, Matteson, IL 60443

E-mail: kenwebb@factfindersgroup.com

Contact Person: Kenneth Webb, Sr. Phone: 708-283-4200

Dollar Amount Participation: \$ 2,224,848.60

Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached? Yes X No \_\_\_\_\_

\*Current Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Fact Finders Group, Inc.  
Contact Person: Kenneth Webb, Sr.  
Address: 4747 Lincoln Mall Drive  
City/State: Matteson, IL Zip: 60443  
Phone: 708-283-4200 Fax: \_\_\_\_\_  
Email: kenwebb@factfindersgroup.com

Certifying Agency: Cook County  
Certification Expiration Date: 1/14/2022  
Ethnicity: MBE  
Bid/Proposal/Contract #: (RFP) No.1923-17871  
FEIN #: 36-4098095

Participation:  Direct  Indirect

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

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

The undersigned 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)

Security Services for George W. Dunne Cook County Office Building  
\_\_\_\_\_  
\_\_\_\_\_

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

\$2,224,848.60 provided January 1, 2021 - December 31, 2023

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.

Kenneth M. Webb Sr.  
Signature (M/WBE)

Kenneth M. Webb Sr.  
Print Name

Fact Finders Group, Inc  
Firm Name

November 24, 2020  
Date

Subscribed and sworn before me  
this 24th day of November, 2020

Notary Public Tyheita Deransburg Griffin

Suzanne Hendrick  
Signature (Prime Bidder/Proposer)

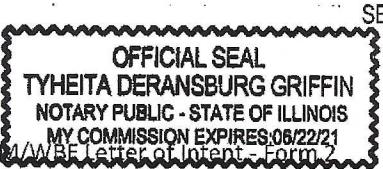
Suzanne Hendrick  
Print Name

MB Real Estate, Inc  
Firm Name

11/24/2020  
Date

Subscribed and sworn before me  
this 24th day of November, 2020

Notary Public Barbra D Vidinich





OFFICE OF CONTRACT COMPLIANCE

**EDWARD H. OLIVIERI**

DIRECTOR

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

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

January 14, 2019

Mr. Kenneth M. Webb, Sr.

President

Fact Finders Group, Inc.

4747 Lincoln Mall Drive Suite 300

Matteson, IL 60443-3814

**Re: Annual Certification Expires: January 14, 2020**

Dear Mr. Webb:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** and **Veteran-owned Business Enterprise (VBE)** by Cook County Government. This certification is valid until **January 14, 2022**; however, you must re-validate your firms' certification annually.

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

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

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

**LICENSED PROFESSIONAL SERVICES; INVESTIGATIVE SERVICES; SECURITY SERVICES; AND  
FINGERPRINT AGENCY SERVICES**

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

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

Sincerely,

Edward H. Olivieri

Contract Compliance Director

EHO/ew



**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](http://www.cookcountyil.gov/contractcompliance))
- 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: Global Water Technology, Inc.  
Address: 354 West Armory Drive, South Holland, IL 60473  
E-mail: mbyerley@gwt-inc.com  
Contact Person: Michael Byerley Phone: 708-349-9991  
Dollar Amount Participation: \$ 38,945.34

Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached?      Yes X                      No \_\_\_\_\_  
\*Current Letter of Certification attached?      Yes X                      No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached?      Yes \_\_\_\_\_                      No \_\_\_\_\_  
\*Current Letter of Certification attached?      Yes \_\_\_\_\_                      No \_\_\_\_\_

*Attach additional sheets as needed.*

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Global Water Technology, Inc.

Certifying Agency: City of Chicago

Contact Person: Michael Byerley

Certification Expiration Date: 1/1/2022

Address: 354 West Armory Drive

Ethnicity: MBE

City/State: South Holland, IL Zip: 60473

Bid/Proposal/Contract #: (RFP) No. 1923-17871

Phone: 708-349-9991 Fax: \_\_\_\_\_

FEIN #: 36-3721123

Email: mbyerley@gwt-inc.com

Participation:  Direct  Indirect

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

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

The undersigned 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)

Water Treatment and Service for George W. Dunne Cook County Office Building

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

\$38,945.34 provided January 1, 2021 - December 31, 2023

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.

Michael A. Byerley  
Signature (M/WBE)

Suzanne Hendrick  
Signature (Prime Bidder/Proposer)

Michael A. Byerley  
Print Name

Suzanne Hendrick  
Print Name

Global Water Technology, Inc.  
Firm Name

MB Real Estate, Inc  
Firm Name

11/24/2020  
Date

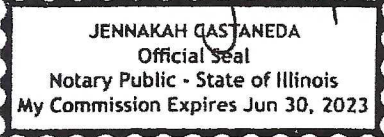
11/25/2020  
Date

Subscribed and sworn before me  
this 24 day of November, 2020.

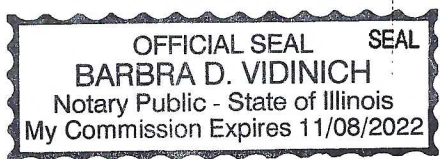
Subscribed and sworn before me  
this 25<sup>th</sup> day of November, 2020.

Notary Public Jennakah Castaneda

Notary Public Barbra D. Vidinich



SEAL





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

JAN 20 2017

Michael Anthony Byerley  
Global Water Technology, Inc.  
14604 John Humphrey Dr.  
Orland Park, IL 60462

Dear Michael Byerley:

We are pleased to inform you that **Global Water Technology, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **(MBE)** certification is valid until **1/1/2022**; 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 **1/1/2018, 1/1/2019, 1/1/2020, and 1/1/2021**. 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 **1/1/2022**. 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 **11/1/2021**.

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 **(MBE)** 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;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

- 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](http://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):**

- 423850 - Service Establishment Equipment and Supplies Merchant Wholesalers**
- 423850 - Water treatment equipment, municipal, merchant wholesalers**
- 424690 - Chemicals (except agriculture) (e.g., automotive, household, industrial, photographic) merchant wholesalers**
- 541690 - Biological consulting services**
- 541690 - Chemical consulting services**
- 541690 - Safety consulting services**
- 561210 - Facilities (except computer operation) support services**
- 541620 - Environmental consulting services**

Your firm's participation on City contracts will be credited only toward **Minority-Owned 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,



Rich Butler  
First Deputy Procurement Officer  
RB/lj



**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](http://www.cookcountyil.gov/contractcompliance))

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: Horizon Contractors Inc.  
Address: 712 W. Root Street, Chicago, IL 60609  
E-mail: horizoncontractors@sbcglobal.net  
Contact Person: Christine Chung Phone: 312-850-3010  
Dollar Amount Participation: \$ 322,380.99

Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached?      Yes X                      No \_\_\_\_\_  
\*Current Letter of Certification attached?      Yes X                      No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached?      Yes \_\_\_\_\_                      No \_\_\_\_\_  
\*Current Letter of Certification attached?      Yes \_\_\_\_\_                      No \_\_\_\_\_

*Attach additional sheets as needed.*

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

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: Horizon Contractors Inc.

Certifying Agency: City of Chicago

Contact Person: Christine Chung

Certification Expiration Date: 6/1/2023

Address: 712 W. Root Street

Ethnicity: WBE

City/State: Chicago, IL Zip: 60609

Bid/Proposal/Contract #: (RFP) No.1923-17871

Phone: 312-850-3010 Fax: 312-850-3499

FEIN #: 36-4075822

Email: horizoncontractors@sbcglobal.net

Participation:  Direct  Indirect

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

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

The undersigned 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)

**Electrical Services and Supplies for George W. Dunne Cook County Office Building**

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

\$322,380.99 provided January 1, 2021 - December 31, 2023

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]  
Signature (M/WBE)

[Signature]  
Signature (Prime Bidder/Proposer)

Christine Chung  
Print Name

Suzanne Hendrick  
Print Name

Horizon Contractors, Inc.  
Firm Name

MB Real Estate, Inc  
Firm Name

11/24/20  
Date

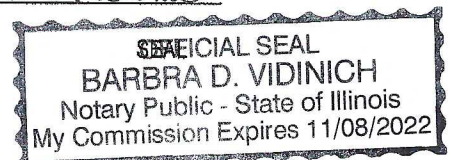
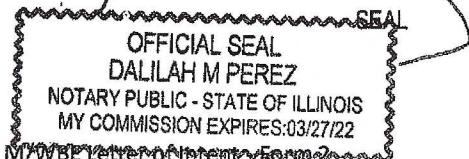
11/24/2020  
Date

Subscribed and sworn before me  
this 24<sup>th</sup> day of November, 2020

Subscribed and sworn before me  
this 24<sup>th</sup> day of November, 2020

Notary Public [Signature]

Notary Public [Signature]





DEPARTMENT OF PROCUREMENT SERVICES

JUN 15 2018

CITY OF CHICAGO

Christine Chung-Hurley  
**Horizon Contractors, Inc.**  
712 W. Root St.  
Chicago, IL 60609

Dear Christine Chung-Hurley:

We are pleased to inform you that **Horizon Contractors, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** and **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **6/1/2023**; 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 **6/1/2019, 6/1/2020, 6/1/2021, and 6/1/2022**. 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 **6/1/2023**. 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 **4/1/2023**.

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 **MBE/WBE** if you fail to:

Handwritten initials and date: CH 6/15/18

**JUN 15 2018**

- 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](http://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):**

**238210- Electrical Contractors**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise and Women-Owned Business Enterprise** goals in your area(s) of 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,



Rich Butler  
First Deputy Procurement Officer

RB/fn



**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](http://www.cookcountyil.gov/contractcompliance))

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: Inter-City Supply Co, Inc.

Address: 8830 S. Dobson Ave., Chicago, IL 60619

E-mail: intercity@ameritech.net

Contact Person: Jackie Dyess Phone: 773-731-8007

Dollar Amount Participation: \$ 30,909

Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached? Yes X No \_\_\_\_\_  
\*Current Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Inter-City Supply Co, Inc.

Certifying Agency: City of Chicago

Contact Person: Jackie Dyess

Certification Expiration Date: 11/15/2024

Address: 8830 S. Dobson Ave.

Ethnicity: MBE

City/State: Chicago, IL Zip: 60619

Bid/Proposal/Contract #: (RFP) No.1923-17871

Phone: 773-731-8007 Fax: 773-731-9115

FEIN #: 36-3349093

Email: intercity@ameritech.net

Participation:  Direct  Indirect

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

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

The undersigned 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)*

Janitorial/Cleaning Supplies for George W. Dunne Cook County Office Building

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

\$30,909 provided January 1, 2021 - December 31, 2023

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.

Jackie Dyess  
Signature (M/WBE)

Suzanne Hendrick  
Signature (Prime Bidder/Proposer)

Jackie Dyess  
Print Name

Suzanne Hendrick  
Print Name

Inter-City Supply Co, Inc.  
Firm Name

MB Real Estate, Inc  
Firm Name

11/23/20  
Date

11/24/2020  
Date

Subscribed and sworn before me  
this 23rd day of November, 20 20

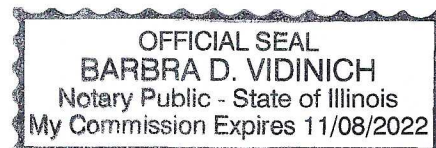
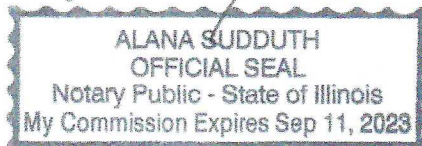
Subscribed and sworn before me  
this 24th day of November, 20 20

Notary Public Alana Sudduth

Notary Public Barbra D. Vidinich

SEAL

SEAL





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

DEC 11 2019

Jacquelyn Dyess  
Inter-City Supply Co., Inc.  
8830 S. Dobson Ave.  
Chicago, IL 60619

Dear Ms. Dyess:

We are pleased to inform you that **Inter-City Supply Co., Inc.** has been recertified as a **Minority-owned Business Enterprise ("MBE") and Women-owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **11/15/2024**; 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. Therefore, 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 **11/15/2020, 11/15/2021, 11/15/2022 and 11/15/2023**. 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 **11/15/2024**. 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 **9/15/2024**.

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 **MBE/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.

✓  
OB

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](http://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 Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities in the specialty area(s) of:

**NAICS Code(s):**

**423450 - Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers**  
**423840 - Industrial Supplies Merchant Wholesalers**  
**423850 - Service Establishment Equipment and Supplies Merchant Wholesalers**  
**424120 - Stationary and Office Supplies Merchant Wholesalers**  
**424130 - Industrial and Personal Service Paper Merchant Wholesalers**  
**424690 - Other Chemical and Allied Products Merchant Wholesalers**  
**424990 - Other Miscellaneous Nondurable Goods Merchant Wholesalers**

**Specializes in: First-aid kits; Industrial safety devices (e.g., eye shields, face shields); Industrial supplies; Wiping cloths; Janitorial equipment and supplies; Floor maintenance equipment; Paper, office (e.g., carbon, computer, copier, type writer); Bags, paper and disposable plastics; Cartons, paper and paperboard; Cups, paper and disposable plastics; Personal sanitary paper products; Shipping supplies; Tableware, disposable; Tissue paper, toilet and facial; Gummed tapes (except cellophane); Deodorants (except personal); Detergents; Janitorial chemicals; Polishes (e.g., automobile, furniture, metal, show, stove); Water softening compounds; Pet supplies (except pet food).**

Your firm's participation on City contracts will be credited only toward **MBE/WBE** 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, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews *SEA*  
Chief Procurement Officer

SEA/kr

**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](http://www.cookcountyil.gov/contractcompliance))

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: Market Pro Consulting, Inc.  
Address: 3011 West 183rd Street - Suite 273, Homewood, IL 60430  
E-mail: jpiunti@marketproconsulting.com  
Contact Person: Jill Piunti Phone: 219-558-8720  
Dollar Amount Participation: \$ 238,756.57

Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached?      Yes X                      No \_\_\_\_\_  
\*Current Letter of Certification attached?      Yes X                      No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached?      Yes \_\_\_\_\_                      No \_\_\_\_\_  
\*Current Letter of Certification attached?      Yes \_\_\_\_\_                      No \_\_\_\_\_

*Attach additional sheets as needed.*

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Market Pro Consulting, Inc.

Certifying Agency: City of Chicago

Contact Person: Jill Piunti

Certification Expiration Date: 9/15/2021

Address: 3011 West 183rd Street - Suite 273

Ethnicity: WBE

City/State: Homewood, IL Zip: 60430

Bid/Proposal/Contract #: (RFP) No.1923-17871

Phone: 312-850-3010 Fax: \_\_\_\_\_

FEIN #: 36-4395858

Email: jpiunti@marketproconsulting.com

Participation:  Direct  Indirect

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

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

The undersigned 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)*

Administrative Services and Supplies for George W. Dunne Cook County Office Building

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

\$238,756.57 provided January 1, 2021 - December 31, 2023

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.

Jill Piunti  
Signature (M/WBE)

Suzanne Hendrick  
Signature (Prime Bidder/Proposer)

Jill Piunti  
Print Name

Suzanne Hendrick  
Print Name

Market Pro Consulting, Inc.  
Firm Name

MB Real Estate, Inc  
Firm Name

11/23/2020  
Date

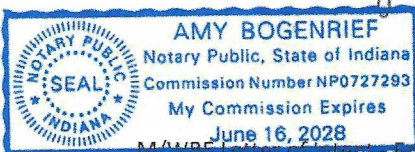
11/24/2020  
Date

Subscribed and sworn before me  
this 23<sup>rd</sup> day of November, 2020.

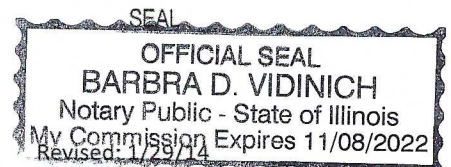
Subscribed and sworn before me  
this 24<sup>th</sup> day of November, 2020.

Notary Public Amy Bogerrief

Notary Public Barbra D Vidinich



SEAL





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

SEP 27 2016

Jill Piunti  
MarketPro Consulting, Inc.  
3011 West 183<sup>rd</sup> St. Suite 273  
Homewood, IL 60430

Dear Jill Piunti:

We are pleased to inform you that **MarketPro Consulting, Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **9/15/2021**; 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 **9/15/2017, 9/15/2018, 9/15/2019, and 9/15/2020**. 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 **9/15/2021**. 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 **7/15/2021**.

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](http://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):**

- 531311 - Property managing, residential real estate**
- 531312 - Commercial property managing**
- 921190 - Public property management services, government**

Your firm's participation on City contracts will be credited only toward **Women-Owned 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,



Richard Butler  
First Deputy Procurement Officer  
RB/nw





**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](http://www.cookcountyil.gov/contractcompliance))

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: McFarlane Douglass & Companies  
Address: 143 Tower Drive, Burr Ridge, IL 60527  
E-mail: dngiebel@mcfarlanedouglass.com  
Contact Person: Douglas Giebel Phone: 800-339-2900  
Dollar Amount Participation: \$ 40,649.97

Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached?      Yes X                      No \_\_\_\_\_  
\*Current Letter of Certification attached?      Yes X                      No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached?      Yes \_\_\_\_\_                      No \_\_\_\_\_  
\*Current Letter of Certification attached?      Yes \_\_\_\_\_                      No \_\_\_\_\_

*Attach additional sheets as needed.*

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: McFarlane Douglass & Companies

Certifying Agency: City of Chicago

Contact Person: Douglas Giebel

Certification Expiration Date: 2/1/2022

Address: 143 Tower Drive

Ethnicity: MBE

City/State: Burr Ridge, IL Zip: 60527

Bid/Proposal/Contract #: (RFP) No.1923-17871

Phone: 800-339-2900 Fax: \_\_\_\_\_

FEIN #: 36-3329990

Email: dngiebel@mcfarlanedouglass.com

Participation:  Direct  Indirect

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

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

The undersigned 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)

Landscaping Service for George W. Dunne Cook County Office Building

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

\$40,649.97 provided January 1, 2021 - December 31, 2023

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)

Douglas H. Giebel

Print Name

McFarlane Douglass

Firm Name

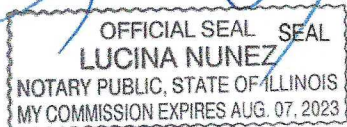
November 24, 2020

Date

Subscribed and sworn before me

this 24 day of November, 2020

Notary Public



Suzanne Hendrick

Signature (Prime Bidder/Proposer)

Suzanne Hendrick

Print Name

MB Real Estate, Inc

Firm Name

11/24/2020

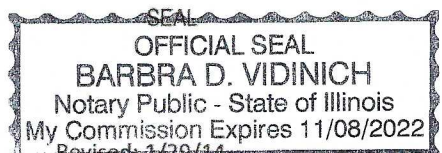
Date

Subscribed and sworn before me

this 24<sup>th</sup> day of November, 2020

Notary Public

Barbra D. Vidinich





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

FEB 16 2017

Douglas N. Giebel  
Nassaw/Douglass & Associates, Ltd., d/b/a McFarlane/Douglass and Co.  
143 Tower Drive  
Burr Ridge, IL 60527

Dear Douglas N. Giebel:

We are pleased to inform you that **Nassaw/Douglass & Associates, Ltd., d/b/a McFarlane/Douglass and Co.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **(MBE)** certification is valid until **2/1/2022**; 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 **2/1/2018, 2/1/2019, 2/1/2020, and 2/1/2021**. 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 **2/1/2022**. 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 **12/1/2021**.

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.

*[Handwritten signature]*  
1/17

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

- File your 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](http://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):**

- 561730 - Landscape contractors (except construction)**
- 561730 - Landscape installation services**
- 541410 - Decorating consulting services, interior**

Your firm's participation on City contracts will be credited only toward **Minority-Owned 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,



Rich Butler  
First Deputy Procurement Officer  
RB/lj



**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](http://www.cookcountyil.gov/contractcompliance))

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: MJB Decorating, Inc.  
Address: 170 Touhy Court, Des Plaines, IL 60018  
E-mail: mjbdecorating@gmail.com  
Contact Person: Joanna Bielic Phone: 847-749-4820  
Dollar Amount Participation: \$ 600,000

Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached?      Yes X                      No \_\_\_\_\_  
\*Current Letter of Certification attached?      Yes X                      No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_%

\*Letter of Intent attached?      Yes \_\_\_\_\_                      No \_\_\_\_\_  
\*Current Letter of Certification attached?      Yes \_\_\_\_\_                      No \_\_\_\_\_

*Attach additional sheets as needed.*

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

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: MJB Decorating, Inc.

Certifying Agency: City of Chicago

Contact Person: Joanna Bielic

Certification Expiration Date: 6/1/2021

Address: 170 Touhy Court

Ethnicity: WBE

City/State: Des Plaines, IL Zip: 60018

Bid/Proposal/Contract #: (RFP) No.1923-17871

Phone: 847-749-4820 Fax: \_\_\_\_\_

FEIN #: 36-4142998

Email: mjbdecorating@gmail.com

Participation:  Direct  Indirect

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

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

The undersigned 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)

Painting/Labor Services for George W. Dunne Cook County Office Building

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

\$600,000 provided January 1, 2021 - December 31, 2023

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]  
Signature (M/WBE)

[Signature]  
Signature (Prime Bidder/Proposer)

Joanna Bielic  
Print Name

Suzanne Hendrick  
Print Name

MJB Decorating, Inc  
Firm Name

MB Real Estate, Inc  
Firm Name

11-23-2020  
Date

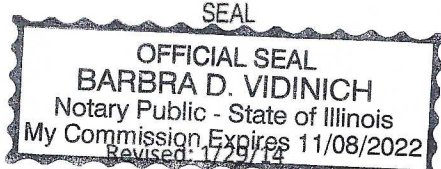
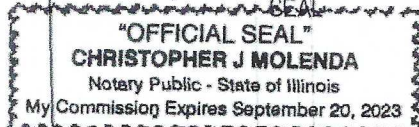
11/24/2020  
Date

Subscribed and sworn before me  
this 23rd day of Nov, 2020

Subscribed and sworn before me  
this 24th day of November, 2020

Notary Public [Signature]

Notary Public [Signature]





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAY 22 2018

Joanna Bielic  
M.J.B. Decorating, Inc.  
170 Touhy Court  
~~Elk Grove Village, IL 60007~~  
Des Plaines, IL 60018  
Dear Joanna Bielic:

REVISED

We are pleased to inform you that **M.J.B. Decorating, Inc.** has been certified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **06/01/2021** 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 **06/01/2019, and 06/01/2020**. 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 **06/01/2021**. 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 **04/01/2021**.

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:

A handwritten signature in black ink, appearing to be "J. Bielic", located in the bottom right corner of the page.

- 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](http://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:

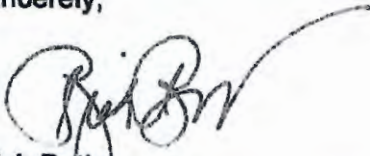
**NAICS Code(s):**

238320 – Painting (Except Roof) Contractors

Your firm's participation on City contracts will be credited only toward **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, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Rich Butler  
First Deputy Procurement Officer

RB/si





**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](http://www.cookcountyil.gov/contractcompliance))
- 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: Quality and Excellence Inc.  
Address: 19279 S. Burnham Ave., Lansing, IL 60438  
E-mail: mc@qualityandexcellenceinc.com  
Contact Person: McCartha McKenzie Phone: 708-251-5560  
Dollar Amount Participation: \$ 11,127.24  
Percent Amount of Participation: \_\_\_\_\_ %  
\*Letter of Intent attached?      Yes X                      No \_\_\_\_\_  
\*Current Letter of Certification attached?      Yes X                      No \_\_\_\_\_

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

*Attach additional sheets as needed.*

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

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: Quality and Excellence, Inc.

Certifying Agency: Cook County

Contact Person: Cartha McKenzie

Certification Expiration Date: 1/21/2023

Address: 19279 S. Burnham Ave.

Ethnicity: MBE

City/State: Lansing, IL Zip: 60438

Bid/Proposal/Contract #: (RFP) No. 1923-17871

Phone: 708-251-5560 Fax: \_\_\_\_\_

FEIN #: 36-4057576

Email: cartha@qandepest.com

Participation:  Direct  Indirect

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

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

The undersigned 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)

**Pest Control Services for George W. Dunne Cook County Office Building**

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

\$11,127.24 provided January 1, 2021 - December 31, 2023

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]  
Signature (M/WBE)

[Signature]  
Signature (Prime Bidder/Proposer)

McCartha S. McKenzie  
Print Name

Suzanne Hendrick  
Print Name

Quality & Excellence Pest Inc.  
Firm Name

MB Real Estate, Inc  
Firm Name

11/24/20  
Date

11/25/2020  
Date

Subscribed and sworn before me

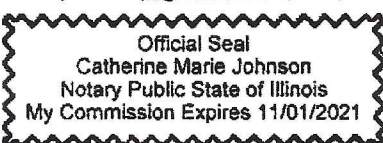
Subscribed and sworn before me

this 24<sup>th</sup> day of November, 2020.

this 25<sup>th</sup> day of November, 2020.

Notary Public Catherine Marie Johnson

Notary Public Barbra D. Vidinich





OFFICE OF CONTRACT COMPLIANCE

**EDWARD H. OLIVIERI**

DIRECTOR

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

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

January 21, 2020

Mr. Leslie Reid, President  
Quality & Excellence Pest Control, Inc.  
19279 South Burnham Avenue  
Lansing, IL 60438

**Re: Annual Certification Expires: January 21, 2021**

Dear Mr. Reid:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** by Cook County Government. This certification is valid until **January 21, 2023**; however, you must re-validate your firms' certification annually.

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

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

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

**Licensed Professional Services: Pest Control Services**

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

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,

Edward H. Olivieri  
Contract Compliance Director

EHO/lar

**Exhibit J**

ECONOMIC DISCLOSURE STATEMENT FORMS



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

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	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](http://cookcountyil.gov/ethics-board-of).

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

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

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

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

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

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

**SECTION 2**

**CERTIFICATIONS**

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

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

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

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

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

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

**B. BID-RIGGING OR BID ROTATING**

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

**C. DRUG FREE WORKPLACE ACT**

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



**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

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

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

b) If yes, list business addresses within Cook County:  
181 W. Madison, Suite 4700  
Chicago, IL 60602

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

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

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

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

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

PERMANENT INDEX NUMBER(S): \_\_\_\_\_  
\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

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

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. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name MB Real Estate Services Inc.

D/B/A: \_\_\_\_\_ FEIN # Only: 52-2319154

Street Address: 181 W. Madison, Suite 4700

City: Chicago State: IL Zip Code: 60602

Phone No.: (312) 726-1700 Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

Corporate File Number (if applicable): 68775345

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
Mr. Edward Milstein	335 Madison Avenue, 15th Fl., New York NY 10017	50.0%
Mr, Howard Milstein	335 Madison Avenue, 15th Fl., New York, NY 10017	50.0%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

**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
Mr. Howard Milstein	335 Madison Ave., 15th Fl., New York, NY 10017	Director	Annual
Mr. Peter Ricker	181 W. Madison, Suite 4700, Chicago, IL 60602	Chairman, CEO, President & Secretary	Annual
Mr. Kevin Buckley	335 Madison Avenue, 15th Fl., New York, NY 10017	Treasurer & CFO	Annual
Ms. Laurie MacDougal	181 W. Madison, Suite 4700, Chicago, IL 60602	Assistant Secretary	Annual

**Declaration (check the applicable box):**

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

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE**

X  
Howard P. Milstein  
Name of Authorized Applicant/Holder Representative (please print or type)

Title

Signature

Date

HPM@Emigrant.com

212-850-4905

E-mail address

Phone Number

Subscribed to and sworn before me  
this 17 day of APR, 2020

My commission expires: 3/10/2023

X Kelli Knight  
Notary Public Signature

Notary Seal





**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  | Halfbrother  |
| Nephew  | Sister-in-law   | Halfsister   |





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

**D** 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*
N/A			

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

**D** 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*
N/A			

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*
N/A			

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

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*
N/A			

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*
N/A			

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*
N/A			

*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.


11/23/2020  
 \_\_\_\_\_  
 Signature of Recipient Date

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

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

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

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

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

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

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

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

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

**I. Contract Information:**

Contract Number: 1923-17871  
County Using Agency (requesting Procurement): Department of Real Estate Management

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): MB Real Estate Services Inc.  
Substantial Owner Complete Name: Edward L. Milstein  
FEIN# [REDACTED]  
E-mail address: elm@milsteinbrothers.com  
Street Address: 42 Burying Hill Rd  
City: Greenwich State: CT Zip: 06831

Home Phone: [REDACTED]

**III. Compliance with Wage Laws:**

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

- Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*  
YES or  NO
- Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*  
YES or  NO
- Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*  
YES or  NO
- Employee Classification Act, 820 ILCS 185/1 et seq.,*  
YES or  NO
- Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*  
YES or  NO
- Any comparable state statute or regulation of any state, which governs the payment of wages*  
YES or  NO

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

IV. Request for Waiver or Reduction

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

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

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

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

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

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

V. Affirmation

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

Signature: [Handwritten Signature]

Date: 4/17/2020

Name of Person signing (Print): Edward L. Milstein Title: \_\_\_\_\_

Subscribed and sworn to before me this 17 day of APRIL, 2020

X [Handwritten Signature]  
Notary Public Signature

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



SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

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

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

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

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

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

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

**I. Contract Information:**

Contract Number: 1923-17871  
County Using Agency (requesting Procurement): Department of Real Estate Management

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): MB Real Estate Services Inc.  
Substantial Owner Complete Name: Howard P. Milstein

FEIN# [REDACTED]

E-mail address: HPM@Emigrant.com

Street Address: 888 Park Avenue/8B

City: New York State: NY Zip: 10075

Home Phone: [REDACTED]

**III. Compliance with Wage Laws:**

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

*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,*

YES or  NO

*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,*

YES or  NO

*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,*

YES or  NO

*Employee Classification Act, 820 ILCS 185/1 et seq.,*

YES or  NO

*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,*

YES or  NO

*Any comparable state statute or regulation of any state, which governs the payment of wages*

YES or  NO

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

**IV. Request for Waiver or Reduction**

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

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

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

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

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

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

**V. Affirmation**

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

Signature: \_\_\_\_\_ Date: 4.17.2020

Name of Person signing (Print): Howard P. Milstein Title: \_\_\_\_\_

Subscribed and sworn to before me this 17TH day of APRIL, 20 20

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

MB Real Estate Services Inc.  
Corporation's Name  
(312) 726-1700  
Telephone  
*Peter Ricker*  
Secretary Signature

Peter Ricker *Peter Ricker*  
President's Printed Name and Signature  
pricker@mbres.com  
Email  
11/23/2020  
Date

Execution by LLC

LLC Name  
Date

\*Member/Manager Printed Name and Signature  
Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name  
Date

\*Partner/Joint Venturer Printed Name and Signature  
Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature  
Date

Assumed Name (if applicable)  
Telephone and Email

Subscribed and sworn to before me this  
23<sup>rd</sup> day of November 2020

*Barbra D. Vidinich*  
Notary Public Signature

My commission expires: 11/08/2022

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 6

COOK COUNTY SIGNATURE PAGE

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

Raffi Sarrafian

Digitally signed by Raffi Sarrafian  
Date: 2020.12.22 15:53:15 -06'00'

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

APPROVED AS TO FORM:

N/A

ASSISTANT STATES ATTORNEY  
(Required on contracts over \$1,000,000)

CONTRACT TERM & AMOUNT

1923-17871

CONTRACT #

January 1, 2021 through December 31, 2023 with two, one-year renewal options

ORIGINAL CONTRACT TERM

RENEWAL OPTIONS (If Applicable)

\$505,599.00

CONTRACT AMOUNT

COOK COUNTY BOARD APPROVAL DATE (If Applicable)

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

**DEC 17 2020**

**COM \_\_\_\_\_**