

**CONTRACT FOR SERVICES**

**DOCUMENT NO. 2045-18196  
(PURCHASE ORDER NO. 70000152949)**

**ISSUED BY THE OFFICE OF THE CHIEF PROCUREMENT OFFICER**



**COMMERCIAL REAL ESTATE DATA  
FOR  
COOK COUNTY ASSESSOR'S OFFICE**

**WITH REIS SERVICES, LLC**

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

CONTRACT FOR SERVICES  
PART I  
AGREEMENT

THIS CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Reis Services, LLC., herein after the "Contractor".

WHEREAS, the County is responsible for procuring services for the Cook County Assessor's Office, herein after the "Using Department", which provides services to the residents of Cook County, Illinois; and

WHEREAS, the Using Department requires Commercial Real Estate Data; and

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Contract Services" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein.

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

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services: AS SET FORTH IN EXHIBIT "B"

II. CONTRACT PERIOD

This Contract shall be effective from July 1, 2020 to June 30, 2022 after proper execution of the contract documents by the County.

III. PAYMENT

In no case shall such charges exceed the amount of \$102,243.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

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

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and is incorporated herein by this reference.

V. MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300

There are no Minority and Business Enterprise subcontracting requirements for this contract. However, if your firm is certified as an MBE/WBE please complete the M/WBE Utilization Plan Forms 1 through 3.

Certified MBE/WBE Contractors may count their own participation, however, a female firm certified as M/WBE or W/MBE may be counted towards the MBE or WBE goal, but not both. (Designations cannot be changed after submission of the compliance plan.) Unless otherwise specified herein, for purposes of this Contract, the Contract amount is the total amount that has been entered on the Price Compensation Schedule.

V. ORDER OF PROCURES

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

1. EXHIBIT A - SPECIFICATIONS AND AGREEMENT
2. EXHIBIT B - VENDORS PROPOSAL AND TERMS OF AGREEMENT
3. EXHIBIT C - EVIDENCE OF INSURANCE
4. EXHIBIT D - ELECTRONIC PAYABLE PROGRAM
5. EXHIBIT E - IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT FORM
6. EXHIBIT F - MINORITY AND WOMEN BUSINESS ENTERPRISE SUBCONTRACTING GOAL
7. EXHIBIT G - ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENTS

In the event of any conflict between the Agreement and its components parts, then the interpretation most favorable to the county will apply.

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**GENERAL CONDITIONS  
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GENERAL CONDITIONS**GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

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

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors.

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

**GC-02 INDEMNIFICATION**

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

**GC-03 INSPECTION AND RESPONSIBILITY**

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

**GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GENERAL CONDITIONS

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

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

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

**GC-05 PREPAID FEES**

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

**GC-06 TAXES**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**GC-07 PRICE REDUCTION**

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

**GC-08 CONTRACTOR CREDITS**

To the extent the Contractor gives credits toward future purchases from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall report any such credits to the Chief Procurement Officer.

**GC-09 DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to



GENERAL CONDITIONS

writing and mail or otherwise furnish a copy thereof to the Contractor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**GC-10 CONTRACT AMENDMENTS**

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

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

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

Contractor is hereby notified that, except for amendments which are made in accordance with this GC-10 Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

**GC-11 DEFAULT**

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

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under the Contract within the specified time;
2. Failure to perform under the Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of the Contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of the Contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of the Contract.

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

**GC-12 COUNTY'S REMEDIES**

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GENERAL CONDITIONS**GC-13 CONTRACTOR'S REMEDIES**

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners or the Chief Procurement Officer.

**GC-14 DELAYS**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

**GC-15 PATENTS, COPYRIGHTS AND LICENSES**

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

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

**GC-16 COMPLIANCE WITH LAWS**

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

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

**GC-17 DELIVERY**

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

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

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

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

GENERAL CONDITIONS

**GC-18 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300**

**I. POLICY AND GOALS**

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

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

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in Part I.** A Contract shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Contractor Good Faith Efforts, and explains why.

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

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

E. Unless specifically waived in the Contract, this General Condition, GC-18; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-18 and the Ordinance or the policies and procedures, the Ordinance shall control.

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

**II. REQUIRED CONTRACT DOCUMENT**

A Contractor shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Contract. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Contractor shall submit (1) a written Petition for Reduction/Waiver with the Contract, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the Contract is due.

GENERAL CONDITIONS

**Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Contract.**

A. MBE/WBE Utilization Plan

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

1. Letter(s) of Intent

Except as set forth below, a Contract shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Contractor. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Contractor for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Contract.** All Contracts must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders. The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Contract is to be deemed responsive.

2. Letter(s) of Certification

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

- County of Cook
- City of Chicago

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

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

3. Joint Venture Affidavit

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

B. Petition for Reduction/Waiver

In the event a Contract does not meet the Contract specific goals for MBE and WBE participation, the Contract shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Contractor's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

GENERAL CONDITIONS

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

**III. REDUCTION/WAIVER OF MBE/WBE GOALS**

- A. Granting or Denying a Reduction/Waiver Request.
1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Contract will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
  2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Contractor's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Contract was due.
  3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the
  4. Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Contractor; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Contractor to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
  5. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Contractor has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Contract or Proposal non-responsive, and recommend rejection of the Contract, Quotation, or Proposal.

**IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN**

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

**V. NON-COMPLIANCE**

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

**VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

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

GENERAL CONDITIONS**VII. EQUAL EMPLOYMENT OPPORTUNITY**

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

Any questions regarding this section should be directed to:

Contract Compliance Director  
Cook County  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602  
(312) 603-5502

**GC-19 MATERIAL DATA SAFETY SHEET**

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

**GC-20 CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance, Section 2-621 et al., Cook County Code. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

**GC-21 ACCIDENT REPORTS**

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

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

**GC-22 USE OF PREMISES**

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

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

GENERAL CONDITIONS**GC-23 GENERAL NOTICE**

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

## TO THE COUNTY:

Chief Procurement Officer  
County of Cook  
Room 1018, County Building  
118 North Clark Street  
Chicago, Illinois 60602

## TO THE USING DEPARTMENT:

Sarah Garza Resnick  
Cook County Assessor's Office  
118 N. Clark St., Room 320  
Chicago, IL 60602

## TO THE CONTRACTOR:

Reis Services, LLC  
7 World Trade Center  
250 Greenwich Street  
New York, NY 10007

**GC-24 TERMINATION FOR CONVENIENCE**

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

**GC-25 GUARANTEES AND WARRANTIES**

Unless otherwise stated herein, all guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final payment on the Contract is issued. The Contractor agrees that the Contract goods, equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract goods, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

**GC-26 STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES**

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

GENERAL CONDITIONS**GC-27 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

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

All documents, data, studies, reports, work product or product created as a result of the performance of this Contract shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the services herein provided for, the Contractor shall be responsible of any loss or damage to the County's documents while they are in the Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

**GC-28 QUANTITIES**

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

**GC-29 AUDIT; EXAMINATION OF RECORDS**

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

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

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

**GC-30 GOVERNING LAW**

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



GENERAL CONDITIONS**GC-31 COOPERATION WITH INSPECTOR GENERAL**

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

**GC-32 WAIVER**

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

**GC-33 ENTIRE CONTRACT**

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

**GC-34 FORCE MAJEURE**

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

**GC-35 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

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

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

**GC-36 COMPARABLE GOVERNMENT PROCUREMENT**

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

**GC-37 INSURANCE REQUIREMENTS****Waiver of Subrogation**

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

**Insurance Requirements of the Contractor**

No later than the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its performance of this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

GENERAL CONDITIONS

Contractor shall require all subcontractors to provide the insurance required in this Contract, or Contractor may provide the coverages for the subcontractors. All subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or unless specified otherwise. The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**1. Coverages****(a) Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction. The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of

- (1) \$500,000 each Accident
- (2) \$500,000 each Employee
- (3) \$500,000 Policy Limit for Disease

**(b) Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use. The General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause.

**(c) Automobile Liability Insurance**

When any vehicles are used in the performance of the Contract, Contractor shall secure Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The limits of liability shall not be less than the following:

- (1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- (2) Uninsured/Motorists: Per Illinois Requirements

**(d) Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor shall secure and maintain a limit of liability no less than \$1,000,000 each occurrence for all liability.

**2. Additional requirements****(a) Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy and Automobile Liability policy. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

**(b) Qualification of Insurers**

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

GENERAL CONDITIONS(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

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

**GC-38 FEDERAL CLAUSES**

OMITTED

**GC-39 CONTRACT INTERPRETATION**

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

**END OF SECTION**

**EXHIBIT "A"**  
**SPECIFICATIONS AND AGREEMENT**

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 2045-18196 for Commercial Real Estate Data, for the Cook County Assessor's Office, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	Year	1	1 <sup>st</sup> Year Commercial Real Estate Data
			<u>\$ 49,875.00 /Total</u>
2.	Year	1	2 <sup>nd</sup> Year Commercial Real Estate Data
			<u>\$ 53,243.00 /Total</u>

**GRAND TOTAL: \$ 102,243.00**

**EXHIBIT "B"**

**VENDOR'S PROPOSAL AND TERMS OF AGREEMENT**



## ORDER FORM

The undersigned client ("Client") hereby requests Reis Services, LLC ("Reis"), an Affiliate of Moody's Analytics Inc., to furnish to Client, the publications, services, data, software and other products as indicated below and, in consideration thereof, agrees to pay to Reis the corresponding fees set forth below. The term "Client" used in this Order Form shall be interchangeable with and have the same meaning ascribed to the defined term "Subscriber" if that term is used in the Terms of Agreement.

Products and Services Ordered			
Reis Subscriber Edition			
REPORTS	SECTORS	MARKETS	# USERS
1A. All Reports	Apt;Off;Ret;Dis;Flx;Sto;SNR;Ind;Hot;AHH;LSC	Chicago	20
ANALYTIC MODULES			
2A. Submarket Executive Briefings	All applicable sectors above	Chicago	20
2B. Investment Analysis	All applicable sectors above	Chicago	20
2C. Property Search Report and List	All applicable sectors above	Chicago	20
2D. Scenario Forecasting	All applicable sectors above	Chicago	20
<i>License includes access for the specified number of users ("User noted above next to each product and/or service). Each User is assigned a specific password to access and use the products and/or services described above (the "Information", as further defined in the Terms of Agreement). The Information and associated password(s) may only be used on behalf of the Client.</i>			

<b>Initial Term:</b> Two (2) Years	<b>Effective Date:</b> June 15, 2020	<b>End Date:</b> June 14, 2022
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<b>TOTAL FEES:</b>	<b>\$102,243.00</b>
<b>TOTAL FEES (YEAR ONE):</b>	<b>\$49,875.00</b>
<b>TOTAL FEES (YEAR TWO):</b>	<b>\$52,368.00</b>
	<i>Plus Applicable Taxes</i>

Additional Terms

Notwithstanding Section 9 of the Terms of Agreement, this Order Form shall not renew automatically, but may be renewed upon written agreement by the parties.

By executing this Order Form, Client and Reis each agree to, and confirm their intent to be bound by, all the terms hereof, including the Terms of Agreement entered into between Moody's Analytics Inc. and Cook County Assessor's Office dated effective April 29, 2020 (Moody's Agreement No.00143908.0) which shall be incorporated herein and shall govern the provision of all Information hereunder. Each party agrees that facsimile, digitally scanned or other electronic copies of signatures shall be valid and binding as originals.

1. Notwithstanding Section 9 of the TOA, this Order Form shall not be auto-renewed, but may be renewed for one or more Renewal Terms of one year each by written agreement between Client (or the Client Affiliate signing such renewal, as applicable) and Moody's (or the Moody's Affiliate signing such renewal, as applicable).
2. Notwithstanding Section 10 of the TOA:
  - a. This Order Form shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to otherwise applicable principles of conflicts of law; and
  - b. In any action arising out of or related to this Order Form, each of Client and Moody's consents to the exclusive jurisdiction of any state or federal court sitting in Cook County, Illinois.
3. Section 11 of the TOA is amended by deleting clause (iv) of the proviso in the first sentence thereof.

# MOODY'S ANALYTICS

**SIGNED BY:****Cook County Assessor's Office**118 N Clark St #320  
Chicago, Illinois 60602**ATTN: Dan Gizzi****ACCEPTED BY:****REIS SERVICES, LLC**

Signature: \_\_\_\_\_

Signature:   
Eric Martinez (Jun 1, 2020 12:43 EDT) \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Eric Martinez \_\_\_\_\_

Title: \_\_\_\_\_

Title: Senior Director \_\_\_\_\_

Date: \_\_\_\_\_

Date: Jun 1, 2020 \_\_\_\_\_

**Please review the billing information below and update or correct if necessary.**  
**By initialing here, you confirm the billing details below are complete and accurate.**

Purchase Order Required? YES NO

Purchase Order Number

Payment Terms: Net 30

<b>Current Billing Information</b>	<b>Update Billing Information (if needed)</b>
<b>Cook County Assessor's Office</b>  118 N Clark St #320 Chicago, Illinois 60602  ATTN: Dan Gizzi	<b>Company</b>  <b>Billing Address:</b>       <b>ATTN:</b>  <b>VAT ID:</b> (If Applicable)



**TERMS OF AGREEMENT:**

1 THIS AGREEMENT PERTAINS TO CERTAIN "INFORMATION", WHICH INCLUDES ALL PRODUCTS, SERVICES, SOFTWARE, PUBLICATIONS, REPORTS, DOCUMENTATION, WHITE PAPERS, AND ALL RESEARCH, ANALYSIS, FORECASTS, RATINGS, OPINIONS, MODELS, SECURITY IDENTIFIERS, METHODOLOGIES AND DATA THEREIN, FURNISHED BY THE UNOESIGNED MOODY'S ENTITY ("MOODY'S") OR ITS AFFILIATES PURSUANT TO THESE TERMS OF AGREEMENT ("AGREEMENT"). "INFORMATION" ALSO INCLUDES THE CONTENT OF ALL COMMUNICATIONS FROM MOODY'S OR ITS AFFILIATES' PERSONNEL (INCLUDING BUT NOT LIMITED TO ANALYST PERSONNEL FROM MOODY'S INVESTORS SERVICE, INC. OR ITS OTHER RATING AGENCY AFFILIATES (COLLECTIVELY, "MIS")) REGARDING THE INFORMATION, THE INFORMATION, AND THE STRUCTURE, ORGANIZATION AND THE SEARCH AND EXTRACTION MECHANISMS OF THE INFORMATION, ARE PROPRIETARY TO MOODY'S AND/OR THIRD PARTIES FROM WHOM MOODY'S LICENSES DATA THAT IS INCORPORATED INTO THE INFORMATION ("LICENSORS"). THE INFORMATION MAY BE PROTECTED UNDER COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, DATABASE AND OTHER INTELLECTUAL PROPERTY LAWS, AND ARE FURNISHED SOLELY FOR CLIENT'S OWN INTERNAL USE, EXCEPT AS OTHERWISE EXPRESSLY PERMITTED HEREIN OR IN WRITING BY MOODY'S. NO PORTION OF THE INFORMATION MAY BE COPIED, REPRODUCED, REPACKAGED, TRANSMITTED, SOLD, TRANSFERRED, REDISTRIBUTED, LEASED, RENTED, SUBLICENSED, MODIFIED, ADAPTED, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY CLIENT OR ANY OTHER PERSON OR ENTITY. CLIENT SHALL TAKE ALL REASONABLE STEPS TO PREVENT UNAUTHORIZED USE, ACCESS, COPYING OR DISCLOSURE OF THE INFORMATION.

2 Subject to the terms and conditions of this Agreement, Moody's hereby grants Client a non-exclusive and non-transferable license to use the information described in one or more Subscription Order Forms or other ordering documents entered into by the parties and referencing this Agreement (each, an "Order Form") for Client's internal business purposes and not for the use or benefit of any third party except as set forth on the applicable Order Form, and only within and subject to the applicable License Parameter. As used herein, "License Parameter" means the definition and limitation of the Client's license or permitted scope of use for the relevant product or service, as set forth on the applicable Order Form. A License Parameter may consist of Client's total assets, the size of a relevant loan portfolio, specified assets under management, number of obligors, number of individual Client users ("Users"), business unit or division, department, business location / premises, or any other applicable use limitation and/or measurement specified in the Order Form. Use of the information by Client that exceeds the License Parameter is strictly prohibited and Moody's reserves the right to suspend access to the information or charge additional fees for such unrestricted usage. Client agrees to be responsible and liable for the compliance of its Users and each licensed Client Affiliate with the terms and conditions of this Agreement and any breach hereof by a User or Client Affiliate, and each licensed Client Affiliate shall be considered within the definition of "Client" for all relevant purposes of this Agreement. Moody's may also provide Client with custom deliverables, training and/or other related services as part of the information, which shall be described on the relevant Order Form, along with any fees or special terms applying to such deliverables and services. Any Moody's Affiliate may elect to provide, and any Client Affiliate may elect to receive a license to, information under this Agreement by executing an Order Form hereunder. Upon signature of an Order Form by the duly authorized signatories of Moody's (or the relevant Moody's Affiliate) and the Client (or the relevant Client Affiliate), a new agreement shall be formed between the signing parties whereby: (i) the terms of this Agreement shall be incorporated into the Order Form as if written out in full therein; (ii) any reference in this Agreement to "Moody's" for purposes of such Order Form shall be deemed to refer to the relevant contracting Moody's entity; and (iii) any reference in this Agreement to "Client" for purposes of such Order Form shall be deemed to refer to the relevant contracting Client or Client Affiliate. As used herein, an "Affiliate" of a party means any legal entity which, directly or indirectly, either controls, is controlled by, or is under common control with such party, and where "control" is defined by the direct or indirect ownership of stock or other interests entitled to elect a majority of the board of directors or other governing body of an entity, or the direct or indirect ownership of more than fifty (50) percent of the equity or profits interest in such entity.

3 Client agrees, on behalf of itself and each User that it permits to use any of the information, that: (i) the ratings, estimates, forecasts, and/or other opinions contained in the information are, and will be construed solely as, statements of opinion and not statements of fact, investment advice or recommendations to purchase, hold or sell any securities; (ii) each rating, estimate, forecast, or other opinion will be weighed solely as one factor in any investment decision; and (iii) it will accordingly, with due care, make its own evaluation of each security, and of each issuer and guarantor of, and each provider of credit support for, each security that it may consider purchasing, holding or selling. Client agrees, on behalf of itself and each User, that: (i) nothing contained in the information shall create any duty of care on the part of Moody's or any Moody's Affiliate to Client; (ii) neither Moody's nor any Moody's Affiliate is acting as a financial adviser to Client; (iii) no information (whether in oral or written form) or statements or other communications supplied by Moody's or any of

its employees, representatives or agents shall constitute a representation or a warranty, or the provision of investment advice; and (iv) it will not use the name of Moody's or any of its Affiliates or products to state or imply any endorsement or recommendation on the part of Moody's or its Affiliates of any investment, security, loan or other instrument, or of any activities carried out or undertaken by Client using Moody's products or services. NEITHER MOODY'S NOR ANY MOODY'S AFFILIATE SHALL HAVE ANY LIABILITY TO CLIENT BASED ON OR RELATING TO AN ALLEGATION THAT MOODY'S OR ANY MOODY'S AFFILIATE OWES A DUTY OF CARE TO CLIENT. Moody's products are aimed at sophisticated institutional investors and it would be reckless for retail investors to base any investment decision on the information, if in doubt Client should contact its financial or other professional adviser.

4 THE INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND MOODY'S AND ITS LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE INFORMATION, EXPRESS OR IMPLIED, AND WHETHER ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION: (I) ANY WARRANTY AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, OR THE RESULTS TO BE OBTAINED FROM USE OF THE INFORMATION; (II) THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF MOODY'S HAS BEEN INFORMED OF SUCH PURPOSE; AND (III) ANY WARRANTIES ARISING BY IMPLICATION OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. Under no circumstance shall Moody's, its Licensors, suppliers, or any of Moody's Affiliates, directors, officers, employees, representatives or agents (each a "Moody's Party" and, collectively, the "Moody's Parties") have any liability to Client, User, or any other person or entity for any loss, damage or other injury in whole or in part caused by, resulting from or relating to, any error (negligent or otherwise), or any other circumstance or contingency within or outside the control of Moody's or any of the Moody's Parties or Licensors. In connection with the procurement, collection, compilation, analysis, interpretation, communication, publication or delivery of any of the information, even if a Moody's Party shall have been advised in advance of the possibility of such damages. Notwithstanding the foregoing, Client expressly agrees that the following limitation of remedies is an essential part of the consideration bargained for under this Agreement. The entire liability of the Moody's Parties, and Client's exclusive remedy, for any errors or omissions in the information is for Moody's to provide Client, if possible using commercially reasonable efforts, with corrected information.

5 NONE OF THE MOODY'S PARTIES OR CLIENT SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, OR FOR ANY LOSS OF DATA OR USE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE MOODY'S PARTIES OR THE AGGREGATE LIABILITY OF CLIENT ARISING FROM THIS AGREEMENT OR RELATED TO THE INFORMATION EXCEED THE AGGREGATE FEES AND CHARGES PAID OR PAYABLE BY CLIENT TO MOODY'S UNDER THE RELEVANT ORDER FORM DURING THE PRECEDING TWELVE MONTH PERIOD. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY REGARDLESS OF HOW SUCH DAMAGES OR LOSSES ARISE, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY AND REGARDLESS OF THE LEGAL RIGHT CLAIMED TO HAVE BEEN VIOLATED. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 5 SHALL LIMIT OR EXCLUDE: (I) CLIENT'S OBLIGATIONS TO PAY ANY FEES DUE TO ANY MOODY'S PARTY HEREUNDER; (II) CLIENT'S LIABILITY FOR DAMAGES RESULTING FROM THE BREACH OF ANY LICENSE GRANTED IN THIS AGREEMENT OR THE APPLICABLE ORDER FORM, OR FOR ANY OTHER VIOLATION OF A MOODY'S PARTY'S INTELLECTUAL PROPERTY RIGHTS; (III) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING ANY SUCH OBLIGATION UNDER AN ORDER FORM); OR (IV) A PARTY'S LIABILITY WHICH ARISES OUT OF SUCH PARTY'S FRAUD OR WILLFUL MISCONDUCT OR WHICH CANNOT OTHERWISE BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

6 Client shall pay to Moody's the fees as are set forth on the Order Form, which fees shall be invoiced by Moody's and payable by Client annually in advance or upon such other payment schedule specified in the Order Form, provided that Moody's may increase the fees for any subscription service commencing on the next Renewal Term (as defined in Section 9) by providing written notice to Client at least sixty (60) days prior to the commencement of such Renewal Term. Moody's may suspend all services hereunder in the event of any non-payment of fees. All fees are exclusive of taxes, if any. Client shall be responsible for any federal, state, local, value-added, withholding or similar taxes, if applicable, that are or may be imposed on any transaction hereunder (excluding any taxes based on Moody's net income), unless Client (i) represents and warrants to Moody's in each applicable Order Form that it is exempt by law from payment or collection of any applicable taxes, and (ii) provides Moody's with tax exemption certificates as evidence of such exemption(s).

7 Client agrees that the information may contain third party materials provided by Licensors, and in this respect Moody's relies upon the Licensors in providing such information to Client. Accordingly, Moody's duty to deliver such information is subject in all respects to the timely supply of the relevant materials by

such Licensors. Client agrees that availability of such third party materials shall cease automatically, without liability on the part of Moody's or the Licensors, upon termination of Moody's access to the materials for any reason. Client further agrees to comply with any additional terms or restrictions regarding use of the third party materials which the relevant Licensor and/or Moody's may otherwise specify by notice to Client from time to time, including by way of a notification posted within the relevant service. Moody's may from time to time and in its sole discretion add to, replace or terminate any of its Licensors or any part of the Information or its functionality, or replace the Information with successor products in the ordinary course of its business. If any such additional terms or restrictions, or any such addition, replacement or termination of a Licensor or Information would materially affect the functionality or operation of the Information in Client's reasonable judgment, Client may terminate the license to the affected information upon notice to Moody's and shall be entitled to a refund of any fees prepaid to Moody's for the affected Information in respect of the period after termination. Client agrees that the third party materials: (i) shall only be used for Client's internal use in connection with its use of the Information; and (ii) shall not be used to create a data file, or develop, verify, correct or complete any other database (including, without limitation, a security master database).

In the event Client has an appropriate agreement with a Licensor covering Client's use of the materials supplied by such Licensor (the "Separate Agreement"), Client's use of such materials shall be governed by the terms of the Separate Agreement for as long as it remains in effect and nothing in this Agreement shall limit or affect Client's rights under the Separate Agreement.

To the extent the Information provided to Client contains CUSIP security identifier data, the following standard required CUSIP terms shall apply: The CUSIP Database and the Information contained therein is (collectively, "CGS Data") and shall remain valuable intellectual property owned by, or licensed to, CUSIP Global Services ("CGS") and the American Bankers Association ("ABA"), and that no proprietary rights are being transferred to Client. In such materials or in any of the information contained therein, Client shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Any use by Client outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Client agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Client agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled. Client further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, DB, INTERNET, ELECTRONIC, CD-ROM Services and/or any other future services developed by the CGS. NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY CLIENT FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL. Client's use of and access to the CGS Data is expressly conditioned on Moody's Corporation maintaining a distribution agreement with CGS. In the event Moody's Corporation's distribution agreement is terminated, Client's right to access and use CGS Data via Moody's Corporation and/or its Affiliates services shall automatically terminate. Client agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.

8 If applicable, Client may receive the Information through a Moody's authorized third party distributor ("Third Party Distributor"). If Client receives the Information through a Third Party Distributor, the receipt and use of the Information shall be governed by the terms and conditions of this Agreement and any additional terms set forth on the Order Form. Client's right to continue to receive the information provided by Moody's through such Third Party Distributor shall be terminated by Moody's in the event that, for any reason, Client terminates its agreement with such Third Party Distributor or such Third Party Distributor ceases the distribution of the Information. In such case, Moody's will continue to offer Client access to the Information during the term of the applicable subscription through its direct distribution methods. Moody's assumes no responsibility, and shall not have any liability, for communication delays or interruptions in the delivery of the Information via a Third

Party Distributor's service.

9 The term of this Agreement shall begin on the Effective Date shown above. The term of each Order Form commences as of the effective date set forth in the Order Form and shall continue for an initial term of one year or such other term as specified in the Order Form ("Initial Term"). Unless otherwise stated on the Order Form, each Order Form shall automatically renew for successive terms of one (1) year each (each, a "Renewal Term") unless either party has notified the other in writing at least thirty (30) days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable, that the Order Form shall not be renewed. Either party may terminate this Agreement upon written notice: (i) if no Order Forms are then outstanding and in effect hereunder; or (ii) if the other party: (a) breaches any material term or condition of this Agreement or Order Form and, except in the case of a breach of Section 13 or a material breach constituting a violation of the intellectual property rights of any Moody's Party, fails to remedy the breach within thirty (30) days after being given written notice thereof; (b) ceases to function as a going concern or to conduct operations in the normal course of business; or (c) has a petition or similar action filed by or against it under any applicable bankruptcy or insolvency laws which petition or action has not been dismissed or set aside within sixty (60) days of filing. Moody's may terminate this Agreement and/or any Order Forms hereunder in the event of any legal or regulatory change that, in Moody's judgment, imposes new and additional cost or liability risk upon Moody's and/or Moody's Affiliates. In the case of a termination by Moody's pursuant to the preceding sentence, or a termination by Client for Moody's uncured material breach under this Section 9, Client shall be entitled to a refund of any fees prepaid to Moody's for the affected Information in respect of the period after termination. At the termination or expiration of an Order Form for any reason, and except as provided on such Order Form, Client shall cease all use of the Information under such Order Form and promptly purge all Information provided under such Order Form that has been stored in its computer systems, databases, or any data storage facilities owned or under its control, provided that Client shall have the right to retain: (i) print or electronic copies of its presentations containing limited excerpts of data obtained from the Information and made in conformity with the license granted in Section 11 of this Agreement; and (ii) portions of the Information that constitute electronic data that is generally inaccessible or that has been stored on Client's backup systems in the ordinary course of business as part of standard backup procedures, but only to the extent that such data is only accessible by person(s) whose function is primarily information technology, and provided that such person(s) only have limited access to such data to enable the performance of such information technology duties. In addition, Client may retain one copy of any such data from the Information as is necessary to comply with applicable audit, legal or regulatory requirements, professional obligations and standards and internal document retention policies, provided any such data may only be accessed for such purposes and may not be used for any other purpose whatsoever (including, but not limited to, any commercial purpose). Upon expiration or termination of this Agreement for any reason, all provisions but Sections 2, 11 and 13 shall survive.

10 This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to otherwise applicable principles of conflicts of law. In any action arising out of or related to this Agreement, each party consents to the exclusive jurisdiction of any state or federal court sitting in the county of New York, New York. This Agreement and all Order Forms attached hereto or referencing this Agreement contain the entire and only agreement between the parties relating to the subject matter hereof, and supersede all prior or collateral representations, warranties, promises or conditions, if any, in connection therewith. The terms of this Agreement shall prevail in the event of a conflict between this Agreement and any Order Form, except where the Order Form specifically indicates that a particular term of the Agreement shall not apply or shall be modified. No amendment to, or waiver of, any term of this Agreement shall be binding upon either party hereto unless reduced to writing and signed by an authorized officer of the party against which it is asserted. For the avoidance of doubt, this Agreement shall not be modified by the terms of a purchase order or other document issued by Client relating to the Information or purporting to modify the terms hereof.

11 Moody's hereby grants Client a non-exclusive and non-transferable license to redistribute (orally, in writing or by electronic means), solely within its own business applications, reports, presentations, graphs and other publications, limited excerpts of data contained in the Information, *provided, however*, that: (i) the portions of Information so distributed are only supportive and incidental in nature to the substance of such applications, reports, presentations, reports, graphs and other publications; (ii) the redistribution shall not be done (a) in such a manner that would eliminate the need for Client's recipients to obtain a separate license from Moody's to receive the Information, (b) in a recurrent manner as part of the distribution of automated reports to clients, investors or other third parties (such as account statements or trade confirmations); (c) in connection with a prospectus or other offering document; (iii) Client shall not use the limited right of redistribution to offer or to develop for sale and/or distribution a product that competes with any product or service of any Moody's Party; and (iv) Client shall assume full liability for any such redistribution of the Information, and indemnify and hold harmless the Moody's Parties for any third party claims against the Moody's Parties arising out of such redistribution. Client shall give appropriate credit to Moody's or the appropriate Licensor (where permitted) for the limited excerpts of the Information.

12 Moody's shall: (i) defend, at its expense, any third party claim, action, suit or proceeding made or brought against Client to the extent it is based upon an

Agreement Effective Date: July 1, 2020

allegation that the information as provided to Client by Moody's (excluding any data or other materials supplied by a Licensor to Moody's and made part of the information) infringes any valid patent or copyright, or misappropriates a trade secret of a third party (each, a "Claim"); and (ii) will pay any damages, liabilities or costs (excluding consequential and exemplary damages) finally awarded against the Client pursuant to any such Claim, or agreed to by Moody's as settlement or compromise; provided however, that: (a) Client shall have promptly provided Moody's with written notice of any Claim and reasonable cooperation, information, and assistance in connection therewith; and (b) Moody's shall have sole control and authority with respect to the defense, settlement, or compromise thereof (except that Moody's may not settle any Claim unless it unconditionally releases Client of all liability). In no event will Moody's have any liability or indemnification obligation under this Agreement for any Claim to the extent the Claim is caused by, or results from: (i) the combination or use of information with non-Moody's software, services or data, if such Claim would have been avoided by the non-combined or exclusive use of the information; (ii) modification of the information by anyone other than Moody's if such Claim would have been avoided by use of the unmodified information; (iii) Client continuing the allegedly infringing activity after notification or after receiving modifications that would have avoided the alleged infringement; or (iv) use of the information in a manner that is not authorized by this Agreement. Notwithstanding anything to the contrary herein, Moody's obligations under this Section 12 are Moody's exclusive liability and Client's exclusive remedy for claims of intellectual property infringement as set forth herein.

13 Each of Moody's and Client represents and warrants to the other party that it is not: (i) on the list of Specially Designated Nationals and Blocked Persons ("SDN List") maintained by the U.S. Office of Foreign Assets Control of the consolidated lists of asset freeze targets published by the UN, EU, or UK, nor is it owned or controlled by any such person(s) whether individually or collectively; (ii) organized, headquartered or, if a natural person, ordinarily resident, in a country or territory subject to comprehensive geographic sanctions imposed by the U.S. Government (currently Crimea, Cuba, North Korea, Iran and Syria) or owned or controlled by any such person; or (iii) subject to restrictions regarding the receipt of U.S.-origin items by virtue of being on the Denied Parties List or the Entity List maintained by the U.S. Commerce Department. Additionally, Client warrants that it will not supply Moody's products or services to any of the foregoing (hereinafter, "Prohibited Entities") or use them for the benefit of, or for any transaction involving any person described in (i) or (ii). For the avoidance of doubt, the foregoing prohibitions apply notwithstanding any terms in any Order Form, or other writing, whether express or implied. Accordingly, even if the scope of a license granted in any Order Form, or any other writing would otherwise include Prohibited Entities, the prohibitions herein shall prevail. For purposes of this provision, "person" means any natural or legal person; "owned" means an equity interest of fifty (50) percent or greater, whether held directly or indirectly; and "controlled" means the right or ability to dictate the decisions, actions, and/or policies of an entity or its management. Each party agrees that it will notify the other party if it learns that any representation made herein is no longer accurate. If Client is in breach of this provision, or if Moody's determines that it is prohibited under any applicable law or regulation from providing products or services under this Agreement, in addition to any other rights or remedies it may have, Moody's may immediately terminate or suspend performance under the Agreement and/or any affected Order Forms, and related documentation.

14 This Agreement and any Order Form, or any duty, obligation, interest or right hereunder or thereunder, may not be assigned by Client without the prior written consent of Moody's except: (i) in the event of Client's reorganization or the sale or transfer of all or substantially all of Client's business to a third party, whether by merger, asset or stock sale, operation of law or otherwise; or (ii) to an Affiliate of Client, provided in the case of either (i) or (ii) that such assignment is not made to an entity that is a competitor of Moody's or its Affiliates or to an entity that will not, after such assignment, have sufficient assets to meet its obligations under this Agreement or the relevant Order Form(s). If any such permitted assignment by Client would cause Client to exceed a License Parameter, notwithstanding anything to the contrary in Section 6, such assignment shall require the purchase of additional license or usage rights by Client. Any permitted assignee of Client must agree in writing to be bound by the terms and conditions of this Agreement and any relevant Order Form(s). Any assignment in violation of this Section 14 shall be null and void. Moody's may delegate some or all of its responsibilities to third parties provided it remains primarily responsible for the completion of its obligations. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. The Moody's Parties shall be third party beneficiaries of the provisions of Sections 3, 4, 5 and 7. The provisions of this Agreement are severable. If any provision shall be determined to be void or unenforceable, this Agreement and the validity and enforceability of all remaining provisions of this Agreement shall not be affected. This Agreement may be signed in counterparts, and each party agrees that facsimile, digitally scanned or other electronic copies of signatures shall be valid and binding as originals. Each of Moody's and Client shall comply with all applicable laws and regulations in connection with the performance of its obligations under this Agreement, including but not limited to any applicable data protection and privacy laws and regulations. For information on how Moody's processes and protects personal data, please see the Privacy Policy available at [www.moody's.com](http://www.moody's.com).

15 The receipt and use of the information is subject to additional legal and regulatory requirements as set out below in this section ("Regulatory Terms"). The Regulatory Terms may be amended by Moody's upon thirty (30) days' notice to Client

as a result of any new or amended legal, regulatory or other requirements which, in Moody's sole discretion, affect the receipt and use of the information. If any such change has a material adverse effect on Client's use of the information, Client may terminate the relevant Order Form(s) at any time during such thirty (30) day notice period by providing written notice to Moody's, in which case Client shall be entitled to a refund of any applicable fees under the Order Form prepaid to Moody's in respect of the period after termination.

**Australia.** To the extent the information is received or used in Australia, the following Regulatory Terms shall apply:

Moody's Analytics Australia Pty Ltd (ABN 94 105 136 972) ("MA Australia"), having its registered office at Level 10, 1 O'Connell St., Sydney, NSW 2000 Australia, is the holder of Australian Financial Services License No. 383569 ("AFSL") issued pursuant to the Corporations Act of 2001 (Australia). The information provided to Client under this Agreement that consists of financial product advice ("Advice Information") will be arranged by MA Australia under the AFSL and provided by Moody's to Client. Moody's and MA Australia have entered into an arrangement under which MA Australia has assumed responsibility for any acts or omissions by Moody's in relation to any Advice Information provided hereunder by Moody's. Client hereby represents and warrants that it is a "Wholesale Client" (as defined in Section 761G of the Corporations Act of 2001 (Australia)), and Moody's provision of the Advice Information to Client is expressly conditioned upon the continuing accuracy of such representation and warranty throughout the term of the Agreement. In addition, Client acknowledges that the Advice Information is not intended for use by and shall not be distributed to any person in Australia other than a Wholesale Client, and, without prejudice to any other restrictions on distribution set forth herein, Client covenants and agrees that it will not distribute any Advice Information, including but not limited to any MIS Ratings, Expected Default Frequency data and/or related financial product research to a person in Australia other than a Wholesale Client.

**JAPAN.** The following Regulatory Terms shall apply to the extent the information includes data on credit ratings assigned by certain Japanese affiliates of MIS as set out below:

Moody's Japan K.K. ("MJKK") is a wholly-owned credit rating agency subsidiary of Moody's Group Japan G.K., which is wholly-owned by Moody's Overseas Holdings Inc., a wholly-owned subsidiary of Moody's Corporation. Moody's SF Japan K.K. ("MSFJ") is a wholly-owned credit rating agency subsidiary of MJKK. MSFJ is not a Nationally Recognized Statistical Rating Organization ("NRSRO"). Therefore, credit ratings assigned by MSFJ are Non-NRSRO Credit Ratings. Non-NRSRO Credit Ratings are assigned by an entity that is not a NRSRO and, consequently, the rated obligation will not qualify for certain types of treatment under U.S. laws. MJKK and MSFJ are credit rating agencies registered with the Japan Financial Services Agency and their registration numbers are FSA Commissioner (Ratings) No. 2 and 3 respectively. MJKK or MSFJ (as applicable) hereby disclose that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MJKK or MSFJ (as applicable) have, prior to assignment of any rating, agreed to pay to MJKK or MSFJ (as applicable) for ratings opinions and services rendered by it fees ranging from JPY 125,000 to approximately JPY 250,000,000. MJKK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.

**Ratings Disclosures.** The following Regulatory Terms shall apply to information that includes MIS credit rating data or that include MIS rating scorecards or models:

MIS hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MIS have, prior to assignment of any rating, agreed to pay to MIS for the rating opinions and services rendered by it fees ranging from \$1,000 to \$2,700,000. Moody's Corporation (MCO) and its wholly-owned credit rating agency subsidiary MIS also maintain policies and procedures to address the independence of MIS's ratings and rating processes. MCO annually publishes on its website at [www.moody's.com](http://www.moody's.com) disclosures regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than five (5) percent. Although certain of the products licensed hereunder are designed to predict what an MIS rating would be based on certain assumptions, financial and portfolio data and/or other variable inputs, the output from such products may or may not reflect a MIS rating actually assigned to such security or issuer, whether or not any of the assumptions or other data are correct, or the ultimate events related thereto differ materially from the factors used as inputs to such products. Nothing in this Agreement will compel MIS to assign, as a result of any information, a particular rating or any revision thereof to the Client or any securities, debt or other instruments. Client understands that MIS may at any time refuse to issue any rating, or, if already issued, revise or withdraw such rating. Client further agrees not to represent, imply or otherwise suggest that any output from such products constitutes or affects an MIS rating, rating action, or opinion.



**SIGNED BY:**

**Cook County Assessor's Office**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTED BY:**

**Moody's Analytics, Inc.**

Signature:  \_\_\_\_\_  
Eric Martinez (Jun 1, 2020 12:43 EDT)

Print Name: **Eric Martinez** \_\_\_\_\_

Title: **Senior Director** \_\_\_\_\_

Date: **Jun 1, 2020** \_\_\_\_\_

**EXHIBIT "C"**  
**EVIDENCE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/01/2019

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 Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (AC. No. Ext): (866) 283-7122      FAX (AC. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Reis, Inc. 1185 Avenue of the Americas 30th Floor New York NY 10036 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Illinois National Insurance Co		23817
	<b>INSURER B:</b> Endurance American Insurance Company		10641
	<b>INSURER C:</b> Sompo America Insurance Company		11126
	<b>INSURER D:</b> The Travelers Indemnity Co.		25658
	<b>INSURER E:</b> <b>INSURER F:</b>		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570077306456      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GGF10013207101	06/30/2019	06/30/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/PO/ AGG	\$2,000,000
C	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACVS1206G0	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			ZUP10T0424319NF SIR applies per policy terms & conditions	06/30/2019	06/30/2020	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
C	<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	Y/N	N/A	WDSS1001B0 AOS (Deductible) WCRS1053B0 NY & WI (Retro)	06/30/2019	06/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C					06/30/2019	06/30/2020	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	E&O-MPL-Primary			019787700 Claims Made SIR applies per policy terms & conditions	09/30/2018	09/30/2019	Aggregate	\$5,000,000

Certificate No : 570077306456

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

<b>CERTIFICATE HOLDER</b>  Reis, Inc. 1185 Avenue of the Americas, 30th Floor New York NY 10036 USA	<b>CANCELLATION</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.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>
-----------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



**EXHIBIT "D"**

**ELECTRONIC PAYABLE PROGRAM**



**OFFICE OF THE COOK COUNTY COMPTROLLER  
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

**FOR INFORMATION PURPOSES ONLY**

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").  
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark  
Street, Room 500, Chicago, IL 60602.**

**DESCRIPTION**

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

**1. Dedicated Credit Card – "PULL" Settlement**

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

**2. One-Time Use Credit Card – "SUGA" Settlement**

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT "E"**

**IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT FORM**

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

<p><b>OCPO ONLY:</b>  <input type="checkbox"/> Disqualification  <input checked="" type="checkbox"/> Check Complete</p>
---------------------------------------------------------------------------------------------------------------------------------

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.: 2945-18196	Date: May 8, 2020
Total Bid or Proposal Amount: \$102,243	Contract Title: Commercial Real Estate Data
Contractor: REIS SERVICES LLC	Subcontractor/Supplier/ <del>Subconsultant to be</del> N/A
Authorized Contact for Contractor: Scott McKinnie	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address MA_REIS_CONTRACTS@MOODYS.COM	Email Address (Subcontractor):
Company Address (Contractor): 7 World Trade Center 250 Greenwich St. 50 <sup>th</sup> Floor	Company Address (Subcontractor):
City, State and Zip (Contractor): New York, NY 10007	City, State and Zip (Subcontractor): Telephone and Fax (Subcontractor) Estimated Start and Completion Dates
Telephone and Fax (Contractor) 646-947-1195 Fax: n/a	(Subcontractor)
Estimated Start and Completion Dates (Contractor) <b>June 15,2020- June 14, 2022</b>	

**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>
Real Estate Data & Analytics Subscription	\$102,243.00

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

Contractor Reis Services, LLC

Name Eric Martinez

Title Senior Director

Prime Contractor Signature

Date Jun 1, 2020

  
Eric Martinez (Jun 1, 2020 12:43 EDT)

**EXHIBIT "F"**

**MINORITY AND WOMEN BUSINESS ENTERPRISE SUBCONTRACTING GOAL**



OFFICE OF CONTRACT COMPLIANCE

**EDWARD H. OLIVIERI**

CONTRACT COMPLIANCE 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

Date: March 10, 2020

TO: Dan Gizzi, Specifications Engineer III  
Office of the Chief Procurement Officer

FROM: Anneice Owens, Administrative Assistant II *AO*  
Office of Contract Compliance

RE: M/W/DBE Goal Recommendation  
Contract No: 2045-18196  
Commercial Real Estate Data for CC Assessor's Office w/ Reis Services, LLC

The Office of Contract Compliance of Cook County is recommending a 0% MBE/WBE overall participation goal for the above-referenced contract. Goal recommendations are based on information such as the Scope of Work, the Estimated Project Cost, the current availability of certified M/W/DBE's in the marketplace to provide the goods and/or services necessary to fulfill the contract requirements, and with the consultation of the User Agency depending on the nature of the scope.

Should you have any questions, please contact me at 312-603-7532

cc: Lisa Alexander, Deputy Director  
Office of Contract Compliance

Fiscal Responsibility Innovative Leadership Transparency & Accountability Improved Services

**EXHIBIT "G"**  
**ECONOMIC DISCLOSURE STATEMENT**

**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: **NONE**

Name	Address

**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: **X**

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

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

**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:

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 REIS SERVICES LLC  
 D/B/A: \_\_\_\_\_  
 FEIN # Only: 13-3928898  
 Street Address: 7 WORLD TRADE CENTER 250 GREENWICH ST  
 City: NEW YORK State: NEW YORK Zip Code: 10007  
 Phone No.: 646-947-1195 Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_  
MA REIS CONTRACTS@MOODYS.COM

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

Corporate File Number (if applicable): \_\_\_\_\_

**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
NONE		

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
NONE		

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

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Raymond W. McDaniel Jr.	7 World Trade Center NYC 10007	President and CEO	8 years
Robert Fauber	7 World Trade Center NYC 10007	Chief Operating Officer	n/a
Stephen Tulenko	7 World Trade Center NYC 10007	President Moody's Analytics	1 year

**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**

Eric Martinez

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

Signature

eric.martinez@moodys.com

E-mail address

Senior Director

Title

May 12, 2020

Date

Phone Number

Subscribed to and sworn before me  
this 12<sup>th</sup> day of May, 2020

My commission expires:

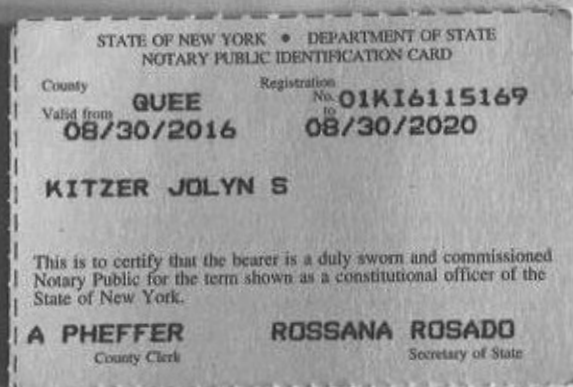
8/30/20

Registration # 01KI615169  
Queens County, NY

X  
Notary Public Signature

Notary Seal

**Notarization was made pursuant to  
Executive Order 202.7.**







**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  
Child  
Brother  
Sister  
Aunt  
Uncle  
Niece  
Nephew

Grandparent  
Grandchild  
Father-in-law  
Mother-in-law  
Son-in-law  
Daughter-in-law  
Brother-in-law  
Sister-in-law

Stepfather  
Stepmother  
Stepson  
Stepdaughter  
Stepbrother  
Stepsister  
Halfbrother  
Halfsister

COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Person Doing Business with the County: REIS Services, LLC

Addr of Person Doing Business with the County: 7 World Trade Center, 250 Greenwich Street, 50th Floor,

New York, NY, 10007

Phone number of Person Doing Business with the County: 646-947-1195

Email address of Person Doing Business with the County: ivi@REISCONTRACTS@ivi@MOODYS.CO@ivi

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:  
KERRISSA MAPLE OPERATIONS ANALYST 250 GREENWICH ST, 50TH FLOOR 646-947-1195  
MA REIS CONTRACTS@MOODYS.COM

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

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

CONTRACT # 2045-18196

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 102,243

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

dan.gizzi@cookcountyil.gov

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

dan.gizzi@cookcountyil.gov

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

Check the box that applies and provide related information where needed

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

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

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

**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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

**X** 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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*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.

  
 Eric Martinez (May 12, 2020)  
 \_\_\_\_\_  
 Signature of Recipient

May 12, 2020  
 \_\_\_\_\_  
 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: 2045-18196 \_\_\_\_\_

County Using Agency (requesting Procurement): COOK COUNTY \_\_\_\_\_

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

Person (Corporate Entity Name): REIS SERVICES, LLC \_\_\_\_\_

Substantial Owner Complete Name: \_\_\_\_\_

FEIN# 13-3928898 \_\_\_\_\_

E-mail address: MA REIS CONTRACTS@MOODYS.COM \_\_\_\_\_

Street Address: 7 WORLD TRADE CENTER 250 GREENWICH ST \_\_\_\_\_

City: NEW YORK State NY Zip: 10007 \_\_\_\_\_

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.,*

**NO**

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

**NO**

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

**NO**

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

**NO**

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

**NO**

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

**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 or 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  
NO

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

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

Other factors that the Person or Substantial Owner believe are relevant.  
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: [Signature] Date: May 12, 2020  
Eric Martinez (May 12, 2020)

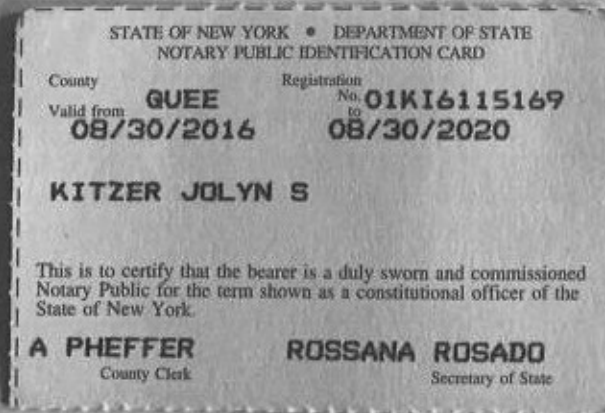
Name of Person signing (Print): Eric Martinez Title: Senior Director

Subscribed and sworn to before me this 12th day of May, 2020

X [Signature] Notary Seal Reg. No. # 01KI6115169

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

Queens County, NY



**Notarization was made pursuant to Executive Order 202.7.**



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

Corporation's Name \_\_\_\_\_ President's Printed Name and Signature \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Secretary Signature \_\_\_\_\_ Date \_\_\_\_\_

Execution by LLC Eric Martinez

REIS SERVICES LLC \_\_\_\_\_  
 LLC Name \_\_\_\_\_  
 May 12, 2020 \_\_\_\_\_  
 Date \_\_\_\_\_

*Eric Martinez*  
 Eric Martinez (May 12, 2020)  
 \*Member/Manager Printed Name and Signature \_\_\_\_\_  
 Eric.martinez@moodys.com \_\_\_\_\_  
 Telephone and Email eric.martinez@moodys.com \_\_\_\_\_

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name \_\_\_\_\_ \*Partner/Joint Venturer Printed Name and Signature \_\_\_\_\_

Date \_\_\_\_\_ Telephone and Email \_\_\_\_\_

Execution by Sole Proprietorship

Printed Name Signature \_\_\_\_\_ Assumed Name (if applicable) \_\_\_\_\_

Date \_\_\_\_\_ Telephone and Email \_\_\_\_\_

Subscribed and sworn to before me this

12th day of July, 2020

*[Handwritten Signature]*

Notary Public Signature

My commission expires:

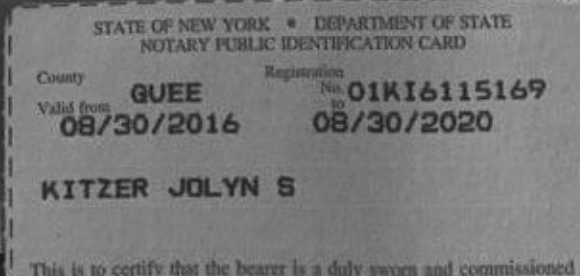
8/30/20

Notary Seal

*Reg. No. # 01K16115169  
Queens County, NY*

\*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.

EDS-



Notarization was made pursuant to Executive Order 202.7.

**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*

\_\_\_\_\_  
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 29 DAY OF June, 2020

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT STATES ATTORNEY  
(Required on contracts over \$1,000,000)

**CONTRACT TERM & AMOUNT**

2045-18196  
CONTRACT #

July 1, 2020 – June 30, 2022  
ORIGINAL CONTRACT TERM RENEWAL OPTIONS (If Applicable)

\$102,243.00  
CONTRACT AMOUNT

N/A  
COOK COUNTY BOARD APPROVAL DATE (If Applicable)