

PROFESSIONAL SERVICES AGREEMENT

OFFICES UNDER THE PRESIDENT COMMUNICATIONS SUPPORT

**Category I – Writing
Category II – Video and Design**

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY OFFICE OF THE PRESIDENT

AND

BLACKBERG GROUP, LLC

AGREEMENT NO. 2408-07092F
PURCHASE ORDER NO. 70000384782

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

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Exhibit 2 Schedule of Compensation
Exhibit 3 Sample Letter of Engagement
Exhibit 4 Certificate of Insurance
Exhibit 5 Certification for Consulting or Auditing Services
Exhibit 6 Electronic Payables Program
Exhibit 7 Minority and Women Owned Business Enterprise Commitment
Exhibit 8 Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 9 Economic Disclosure Statement

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Blackberg Group, LLC, doing business as a Limited Liability Company of the State of VA hereinafter referred to as "Consultant".

BACKGROUND

The County of Cook issued a Request for Qualifications "RFQ" for Offices Under the President Communications Support. Responses were evaluated in accordance with the evaluation criteria published in the RFQ. The Consultant was selected based on the qualifications submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

“Letter of Engagement (LOE)” means a document issued by the County identifying the contracting parties, spelling out the subject matter of the agreement and its objectives, and summarizing the essential terms of the agreement. The LOE must be signed by the contracting parties.

"Services" means, those Communications Support Services generally described in the RFQ, and Article 3 of this Agreement, and those services specifically described in the Letter of Engagement, which the Consultant shall perform and complete in accordance with the standard of performance required in this Agreement.

"Subcontractor" or **“Subconsultant”** means any person or entity, but shall not include any other vendor which is not designated in or a part of the Letter of Engagement, with whom Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

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

b) Interpretation

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

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Sample Letter of Engagement
Exhibit 4	Certificate of Insurance
Exhibit 5	Certification for Consulting or Auditing Services
Exhibit 6	Electronic Payables Program
Exhibit 7	Minority and Women Owned Business Enterprise Commitment
Exhibit 8	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 9	Economic Disclosure Statement

d) Order of Precedence

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 1	Scope of Work
Exhibit 2	Schedule of Compensation
Executed Letters of Engagement	
Exhibit 4	Certificate of Insurance
Exhibit 5	Certification for Consulting or Auditing Services
Exhibit 6	Electronic Payables Program
Exhibit 7	Minority and Women Owned Business Enterprise Commitment
Exhibit 8	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 9	Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Process for Selecting Respondent(s) for Specific Projects

The selected respondent(s) will receive Communication Services projects according to areas of expertise and experience.

Once respondent(s) are awarded contract(s), they will perform services based upon Projects, which will vary in scope and size and will be assigned on an as needed basis by the County. The County and the respondent(s) will negotiate a statement of work and any required deliverables; a list of key personnel; a budget or schedule of compensation which will include the hourly rates; a defined term or start and end date for the services; conflict of interest verifications; evidence of insurance; MBE/WBE participation and any other information deemed appropriate by the Head of the Bureau or Department of the Using Agency requesting the services.

In selecting which firm to engage with respect to a given project, the County shall take into consideration multiple factors including but not limited to:

- the respondent's hourly rates;
- whether the respondent has unique knowledge and/or experience relevant to a given project
- the respondent's demonstrated competency and responsiveness on any recent or past projects
- the gravity and scope of the project compared to the anticipated bandwidth of the respondent (e.g. whether key personnel have the availability to fit the work into their schedule); and
- any potential conflicts of interest.

If a consideration of these factors strongly favors a specific respondent, such respondent shall be chosen amongst the prequalified pool.

The County shall also make a good faith effort to equitably distribute projects amongst qualified respondents to the extent feasible, considering both operational needs and the interest of broad participation amongst qualified respondents.

The terms of the letter of engagement must conform to the terms and conditions of the Professional Services Agreement. However, any specific letter of engagement may include lower hourly rates than those rates as set forth in Exhibit 2. Costs associated with negotiating and executing the letters of engagement are not compensable and the County is not liable for any additional costs.

The letter of engagement shall be executed by the respondent and the Head of the County Bureau or Department requesting the services. The County Using Agency shall provide a copy of the final and approved copy of the letter of engagement to the Chief Procurement Officer. The letter of engagement shall become the basis for creating the Purchase Order Release by the Using Agency. The respondent may not commence services until it receives the executed Letter of Engagement and the Purchase Order Release issued by the Using Agency.

b) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Statement of Work and as specifically described in the Letter of Engagement. A sample Letter of Engagement is attached hereto as Exhibit 3.

c) Letter of Engagement

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

The County may reject Deliverables or Services that do not meet the standard of performance as stated in Section 3(d) herein, or do not meet the standards, stated purposes, or satisfy the scope of work set forth in the Letter of Engagement, include relevant information or data, or do not include all documents or other materials specified in this Agreement, or Letter of Engagement, or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

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

d) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement and Letter of Engagement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

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

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care

and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

e) **Personnel**

i) **Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

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

iii) **Salaries and Wages**

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

f) Minority and Women Owned Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 7. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

g) Insurance

The Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

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

The Consultant shall require all Subcontractors to provide the insurance required in this Contract, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

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

Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

(b) **Commercial General Liability Insurance**

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

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

The General Liability policy shall include the following coverages:

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

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Consultant shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired, and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess/Umbrella Liability**

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

Each Occurrence:	\$1,000,000
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Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant'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 requirements specified herein.

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

(b) Insurance Notices

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

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

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

(c) Waiver of Subrogation Endorsements

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

h) Indemnification

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

i) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not

disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

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

j) Patents, Copyrights and Licenses

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

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

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

k) Examination of Records and Audits

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

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

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

To the extent this Agreement pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

l) Subcontracting or Assignment of Agreement or Agreement Funds

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

Prior to the commencement of the Agreement, or the commencement of Services pursuant to the Letter of Engagement, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Agreement by completing the Identification of Subcontractor/Supplier/ Subconsultant Form (“ISF”). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Agreement. Consultant shall incorporate into all subcontracts all of the provisions of the Agreement which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant’s regular payroll. “Lobbyist” means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

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

m) Professional Social Services

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

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when authorized by the Chief Procurement Officer and its term shall begin on **December 1, 2025** ("Effective Date") and continue until **November 30 2027** or until this Agreement is terminated in accordance with its terms, whichever occurs first. The term to provide the Services shall be set forth in the Letter of Engagement issued by the County.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and **Exhibit 1**. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are

entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for **two (2) additional two-year periods** under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached **Exhibit 2** for the successful completion of services, or as negotiated in the Letter of Engagement.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All 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 Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

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

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by

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

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

c) Funding

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

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

g) Consultant Credits

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

ARTICLE 6) DISPUTES

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

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Agreement during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

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

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

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

- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

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

or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;

- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

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

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

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

f) Delays

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

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;

- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Agreement 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 the total cost of all such amendments does not increase the total amount of the Contract by \$200,000 or more. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount by \$200,000 or more, then Board approval will be required.

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

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

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

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Consultant

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

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

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

j) Governmental Joint Purchasing Agreement

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

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

k) Comparable Government Procurement

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

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Agreement 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.

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

- (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation

Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act,” 40 C.F.R. Part 51, Subpart T; and “Determining Conformity of Federal Actions to State or Federal Implementation Plans,” 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities (“List”), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

If the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the Contractor and subcontractors at every tier must use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor

or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the

maker subject to prosecution under Title 18, United States Code, Section 100.

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the Contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.

14. Veteran’s Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Contractor and the County intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the “Copyright Act”), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Contractor irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for

them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Contractor warrants to County, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Contractor further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Contractor warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

This provision applies to agreements for design for construction. Contractor warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, *see* Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Contractor must comply with the standard providing the greatest accessibility. Also, Contractor must, prior to construction, review the plans and specifications to ensure compliance with the above referenced standards. If Contractor fails to comply with the foregoing standards, Contractor must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Contractor represents and warrants that the Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor

issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

19. Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

This provision applies to all contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients.

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

20. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

This provision shall apply to all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics, laborers, and construction work.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages—

(i) Withholding Process. The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The Contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The Contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and

actual wages paid.

(2) Records to be maintained under this provision must be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

21. Rights to Inventions Made Under a Contract or Agreement

This provision applies to Contracts or agreements for the performance of experimental, developmental, or research work. Contractor shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

22. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

This provision applies to contracts and subgrants of amounts in excess of \$150,000.

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

23. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), as amended

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.”.

24. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

25. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

26. Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

27. Domestic Preference for Procurements

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

28. Build America, Buy America Act (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the Federal Government. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be

forwarded to the recipient who, in turn, will forward the disclosures to the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to the Federal Government.

29. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

For construction or repair contracts in excess of \$2,000, or as otherwise required by Federal program legislation, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under these requirements, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week.

ARTICLE 11) NOTICES

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

If to the County: Cook County Office of the President
118 N. Clark Street, Suite 1018
Chicago, Illinois 60602
Attention: Deputy Chief of Staff-Communications

and

Cook County Chief Procurement Officer
161 North Clark Street, Suite 2300
Chicago, Illinois 60601
(Include County Contract Number on all notices)

If to Consultant: Blackberg Group, LLC
762 52nd Street
Norfolk, VA 23508
Attention: Emily Uhl, President

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

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on

behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Work

Pre-Qualified Categories

Respondent is pre-qualified in the following categories:

Category I - Writing

- Writing of or collaboration with county staff in the creation of press releases and media advisories,
- Written content including but not limited to formal remarks, talking points, opinion pieces, and briefings
- Creation of internal communications including but not limited to memos, newsletters, and executive correspondence to Cook County employees
- Copyediting and reviewing of documents through the technical lens of spelling and grammar, as well as review for tone and voice consistency
- Message development, including individualized messaging for various stakeholders and a diverse range of audiences
- Development of written collateral material including but not limited to handouts, fact sheets and summaries
- Development of strategic social media calendar and creation of social media copy
- Development of strategic communications plans

Category II - Video and Design

- Video creation, including but not limited to narrative script writing, visual generation, and editing
- Graphic design and layout of reports, newsletters, and other public communication
- Creation of visual images including but not limited to social media, digital and print ads, flyers, and PowerPoint presentations
- Development of social media toolkits to generate multi-platform outreach and engagement

Nadia Lewis, Program Manager

Ms. Lewis is a skilled program manager with 20+ years of experience in federal communications, web development, and training development. She specializes in developing and delivering communications strategies for complex programs, managing multiple simultaneous project priorities and contracts valued at up to \$11M. Most recently, Ms. Lewis was the full-time deputy program manager for the Veterans Health Administration Office of Healthcare Innovation and Learning (VHA OHIL) Communications and Events contract—**overseeing** the web design, **development**, and engagement initiatives. As a multi-faceted marketing specialist, she can manage all task areas, identify opportunities for improvement, mentor team members, and oversee **large-scale program management** and total lifecycle budgeting.

Education	
School	Degree / Certificate
Eastern Michigan University	Master of Science, Integrated Marketing Communications
George Mason University	Marketing Design Certification
George Mason University	Bachelor of Science, Psychology
Experience	
Company: Blackberg Group, LLC	
Client & Role	Veterans Health Administration Office of Healthcare Innovation and Learning (VHA OHIL) – Program Manager
Period of Employment	October 2024 – Present
<ul style="list-style-type: none"> Manages 45-person VHA OHIL Communications, Events, Creative, and Web Program, including all small, medium, and large events, press releases, social media, media relations, product creation, brand initiatives, and web and intranet development. Researches, plans, and executes multiple simultaneous VHA OHIL marketing programs. Monitors \$600K Other Direct Costs and Travel budget for contract (valued at \$10M annual), delivers Monthly Finance Report. Maintains program’s Communications Management Plan, facilitates weekly government status meetings, and delivers monthly reports. Develops OHIL communications policies, templates, processes, systems, and tools. Manages four subcontractor teams, maintaining quality on all deliverables. Crafts communications products, spanning brochures, flyers, presentations, talking points, annual publications, and web content. 	
Company: Washington Business Dynamics	
Client & Role	VHA Office of Healthcare Innovation and Learning (OHIL) - Deputy Program Manager
Period of Employment	March 2023 – October 2024
<ul style="list-style-type: none"> Managed 45-person VHA OHIL Communications, Events, Creative, and Web Program, including all small, medium, and large events, press releases, social media, media relations, product creation, branding initiatives, and web and intranet development. Researched, planned, and executed multiple simultaneous VHA OHIL marketing programs. Monitored \$600K Other Direct Costs and Travel budget for contract (valued at \$10M annual), delivered Monthly Finance Report. Maintained program’s Communications Management Plan, facilitated weekly government status meetings, and delivered monthly reports. Developed OHIL communications policies, templates, processes, systems, and tools. Managed four subcontractor teams, maintaining quality on all deliverables. 	

<ul style="list-style-type: none"> • Crafted communications products, spanning brochures, flyers, presentations, talking points, annual publications, and web content. 	
Company: ICF	
Role	National Institutes of Health (NIH), Office of the Chief Information Officer (OCIO) – Strategic Communications Senior Manager
Period of Employment	July 2016 – March 2023
<ul style="list-style-type: none"> • Worked directly with Chief Information Officer to create and grow communications department with integrated marketing and outreach strategies. • Developed SharePoint site content, increasing engagement by 40% within department and across NIH Institutes and Centers. • Developed communications products, including brochures, flyers, presentations, talking points, annual publications, and web content. • Promoted office to other Institutes through small, medium, and large events. • Led \$100K website development project that included external and internal facing pages. Worked with multiple SMEs to update content and with NIH IT to set up site on Drupal platform. Created training guides for editors and served as final web publisher. 	
Client & Role	
<ul style="list-style-type: none"> • Led a communications team performing internal communications efforts supporting the USPS Corporate Reporting, Business Intelligence and Operational Analytics Division. • Created internal communications products, including articles, one-pagers, and email blasts designed to promote new tools, ensure compliance, and inform employees. • Created instructional training scripts, storyboards, and videos on new web tools. • Regularly worked with top executives across departments within USPS to ensure accurate, timely, and cohesive management communications. 	
Company: NextMark Credit Union	
Role	Marketing and Staff Development Manager
Period of Employment	November 2014 – July 2016
<ul style="list-style-type: none"> • Created and led a \$3M marketing and public relations department responsible for increasing and maintaining engaged memberships. • Conducted training sessions and branch managers’ marketing reviews and mentoring. • Increased reach and awareness through online advertising, search engine optimization (SEO), social media, and email marketing. • Worked with web developers to design and launch a more user-friendly website. • Led media planning and buying for digital, television, and radio marketing. 	
Company: LLE Group, Inc	
Role: Digital Marketing Manager	
Period of Employment: August 2011 – November 2014	
<ul style="list-style-type: none"> • Managed simultaneous marketing for multiple businesses, including 30 child development centers, four private elementary schools, three partner childcare centers, four bed and breakfast establishments, and two country clubs. • Developed 14 company websites and created digital campaign strategies. • Pioneered digital advertising, social media presence, media buying plans, and website search engine optimization for the company. 	

Kate O'Malley, Communications Director

Kate O'Malley is a highly respected leader in providing strategic communications and consulting services. For more than 30 years, Kate has provided services to government entities, nonprofits, and companies related to writing and content development, communications, strategic planning, stakeholder engagement, and advocacy. A lawyer by background, Kate has written several hundred documents for clients, including 1-pagers, issue summaries, speeches, presentation decks, press releases, media advisories, opinion pieces, memos, and social media posts. These documents were use with various audiences, including legislators, the Governor's office, community groups, employees, unions, media, and the general public. Kate helps clients convey their messages clearly and persuasively.

Kate served as speech writer and policy advisor for U.S. Senator Barbara Boxer (D-CA) in Washington, DC, during which time she wrote countless speeches, memos, talking points, briefings, 1-pagers, and other documents for the Senator, and met regularly with constituents to discuss public policy concerns.

Kate has received a multitude of national and regional awards for excellence, issue campaigns, advocacy, and public relations. Her clients have included the Illinois Sports Facilities Authority, Illinois Executive Ethics Commission, Illinois Commerce Commission, Rockford Regional Health Council, National Alliance on Mental Illness (Northern Illinois), Rosecrance Health Network, Nielson, and Notre Dame Law School. Kate serves on the Board of the Chicago Southland Chamber of Commerce and is a member of the City Club of Chicago, Illinois Women's Institute for Leadership, and the Notre Dame Club of Chicago.

Education	
School	Degree / Certificate
University of Illinois, College of Law	Juris Doctorate (J.D.), Honors University of Illinois Law Review
Harvard Law School	Third Year of Law School
University of Notre Dame	Bachelor of Arts in Government (Graduate with Honors)
Experience	
Company: K.O. Strategies	
Role	Founder and CEO
Period of Employment	2006 – Present
<ul style="list-style-type: none"> • Manage firm that provides strategic consulting, communications, stakeholder relations, and advocacy services to a wide variety of clients, including government entities, Fortune 500 corporations, higher education programs, and nonprofit organizations. • Advise clients on communications and strategy; develop messaging, content, and various types of communications to raise awareness of and build support for client goals. • Provide thought leadership and spearhead initiatives to advance client goals. • Interface with government employees and officials at all levels of government; advocate on behalf of clients to corporate leaders, community leaders, and government officials. • Facilitate strategic communications planning sessions. • Select client projects include: <ul style="list-style-type: none"> ○ Wrote fact sheets, 1-pagers, and summaries to use in lobbying legislators for Rosecrance Health Network, Youth Guidance, and many other clients. ○ Wrote client communications for a contentious zoning project and managed the project. 	

- o Worked with CEO of nonprofit Pathlights to write formal remarks for gala.
- o Wrote content for Illinois Sports Facilities Authority website.
- o Wrote virtually all communications for a successful referendum campaign to support Winnebago County's tax increase for mental health services, including speeches, PowerPoints, and 1-pagers.
- o Wrote Marketing and Communications Plan for Notre Dame Law School, including Dean's letter, admissions book, and website.
- o Facilitated strategic planning sessions and wrote strategic plans for the Illinois Executives Ethics Commission, Casa Central, and NAMI(NI).
- o Prepared and delivered courses to hundreds of nonprofit leaders across the country on a variety of topics, including messaging, advocacy, strategy, and board management and leadership, as adjunct faculty/presenter, Mendoza College of Business, University of Notre Dame

Company: Wilhelm & Conlon Public Strategies

Role Managing Director

Period of Employment 2003 - 2006

- Managed public affairs service delivery to several major corporate and nonprofit clients.
- Responsible for business development and client service; brought several new clients into the firm.
- Supervised staff and several interns on multiple projects simultaneously.

Company: Gubernatorial Campaign and Transition Team

Role Lead Staff, Labor Committee

Period of Volunteer Work Late 2002 - Early 2023

- Managed outreach to and communication with nearly 100 labor and corporate leaders.
- Facilitated strategy sessions to determine key issues to address.

Company: Altheimer & Gray

Role: Attorney/Senior Associate, Government Department – Zoning and Land Use

Period of Employment: 1999 - 2002

- Lead for external communications, writing many client memos.
- Created and implemented strategies and drafted contracts and other documents to achieve client goals and help clients address challenging issues with government officials and community groups.
- Advocated to public officials to obtain approvals for zoning and other matters.

Company: United States Senate

Role: Legislative Assistant: Speech Writer & Policy Advisor

Period of Employment: 1997 - 1999

- Served as lead staff person to United States Senator for several high-profile issues, including education, health care, seniors' and children's issues, and appropriations.
- Advised Senator on legislative and policy matters, including appropriations requests.
- Represented Senator in meetings with constituents, including university officials, corporate officers, professional associations, nonprofit organizations, and consumer groups.
- Wrote speeches, testimony, memoranda, correspondence, and press releases.

Company: Mental Disability Rights International

Role: Program Director, Latin America Advocacy Initiative

Period of Employment: 1997 - 1999

- Built coalitions with legal and health care professionals, government officials, the Pan American Health Organization, and community organizations to promote community-based health services.
- Wrote and delivered several presentations to international and domestic audiences, including the Organization of American States and Latin American Secretaries of Mental Health.
- Secured funding from the Pan American Health Organization

Company: Skadden, Arps Fellow / Merrimack Valley Legal Services

Role: Attorney

Period of Employment: 1993 - 1995

- Awarded one of 25 Public Interest Law Fellowships presented annually in the U.S by the firm.
- Provided legal services to Latinas in domestic violence and family law issues.

Company: Aetna Life & Casualty

Role: Attorney

Period of Employment: 1986 - 1990

- Participated in 2-year Management Development Program, with focus on management, sales and marketing.
- Facilitated strategic planning sessions.
- Wrote content for newsletters.
- Worked in sales setting making cold calls; trained and supervised sales representatives.
- Developed national marketing programs to increase sales and foster client loyalty.

Melissa Miller, Creative Director

Ms. Miller is an international award-winning creative director and marketing specialist with 20+ years of experience crafting **marketing materials** for national brands and international, federal, and non-profit clients. She has a strong background in editorial design, which unites commercial marketing with agency experience to deliver **outstanding multi-channeled marketing** strategy and creative content to high-profile clients. In her current role with VHA OHIL as Creative Director and Marketing Media Specialist, Ms. Miller lends her expertise in **graphic communications**, including print, digital, environmental design for events, social media, web design, and video to manage all aspects related to the production and implementation of **branding** and marketing campaigns. She leads strategic creative brainstorming, ideation, and concept development to address marketing, communications, engagement, and organizational goals.

She collaborates with OHIL Executive Leadership and Communication Leads across all programs to **build brand awareness** and positioning, and to coordinate adherence to brand guidelines and marketing strategies. She maintains strict awareness of 508 accessibility requirements by implementing training and quality control, while remaining up to date with design software.

Education	
School	Degree / Certificate
George Washington University	Master of Arts, Communication and Design
Hartwick College	Bachelor of Arts, Fine Art
Experience	
Company: Blackberg Group, LLC	
Client & Role	Veterans Health Administration Office of Healthcare Innovation and Learning – Creative Director
Period of Employment	November 2023 – Present
<ul style="list-style-type: none"> • Creates VHA OHIL communication products using the VHA OHIL branding visual identity system, designing a recognizable, trusted brand with a suite of creative assets that make programs more accessible and people-oriented across print, digital, event, multimedia, etc. • Delivers graphic design, media, and web content development services, including designing user experience of webpages, logos, press releases, brochures, fact sheets, handouts, posters, and annual program office publications. • Monitors 508 accessibility and quality control in all creative work projects. • Works with OHIL Executive Leaders to manage and produce ad hoc communication to reflect each program, considering brand evaluations and marketing strategy. • Oversees team to design, prototype, develop and update the websites to support all OHIL Programs. Coordinating adherence to OHIL brand standards, creating consistency in visual messaging, and improvement to the user experience. • Manages creative team to support production all visual elements required for VHA OHIL events, including environmental design, directional signage, agendas, booklets, social media, and web graphics to create a cohesive and targeted outreach marketing campaign. Strategizes with key personnel and internal/external stakeholders to determine pre-event advertising, create meeting graphics and post-event coverage. • Manages video capture and production efforts to promote VHA OHIL events, programs, interviews, and outreach plans, as needed. Determines visual goals, brand alignment with lighting and audio and lower-thirds or animation. 	

<ul style="list-style-type: none"> Leads strategic creative brainstorming, ideation, and concept development to address marketing, communications, engagement, and organizational goals and ambitions. 	
Company: Washington Business Dynamics, LLC	
Client & Role	Veterans Health Administration Office of Healthcare Innovation and Learning – Creative Director
Period of Employment	November 2021 – November 2023
<ul style="list-style-type: none"> Managed creative team to support production of all visual elements required for VHA OHIL events, including publications, environmental design, agendas, booklets, social media, and web graphics to create a cohesive and targeted outreach marketing campaign. Strategizes with key personnel and internal/external stakeholders to determine pre-event advertising, create meeting graphics and post-event coverage. Highly skilled in the use of the Adobe Creative Suite (including InDesign, Photoshop, and Illustrator). Monitored 508 accessibility and quality control in all creative work projects. Worked with OHIL Executive Leaders to manage and produce ad hoc communication to reflect each program, considering brand evaluations and marketing strategy. Oversaw team to design, prototype, develop and update the websites to support all OHIL Programs. Coordinating adherence to OHIL brand standards, creating consistency in visual messaging, and improvement to the user experience. Led strategic creative brainstorming, ideation, and concept development to address marketing, communications, engagement and organizational goals and ambitions. 	
Company: Melissa H Miller Designs	
Role	Owner, founder of creative studio, Creative Director
Period of Employment	June 2014 – November 2021
<ul style="list-style-type: none"> Oversaw development of website and social media strategy for the Adaptation Fund at The World Bank. Created marketing plan, audience research, and creative content for outreach mission and goals. Created Adaptation Fund Annual Report in three languages. Developed and implemented unified branding strategies for corporate clients, directing identity adherence across multi-channel materials, delivering on time and within budget. Created logos and associated branded business suite of materials including letterhead, memo templates, brochures, flyers, publications, informational health posters, etc. Summer 2021 publication of HR Magazine received a Tabbie Award for "Best Single Issue." Tabbies are awards given by the Trade Association Business Publications International. 	
Company: Imagination Agency	
Role	Senior Art Director
Period of Employment	June 2016 – July 2020
<ul style="list-style-type: none"> Led all creative for high-profile client projects, including award-winning publication redesign for the International Association of Interior Designers Perspective magazine. Launched multi-million-dollar marketing program for Staples, developing and branding Worklife magazine from concept, pitch, win, and development based on persona marketing. Created external audience web site with monthly animated video content and extended editorial to support thought leadership awareness efforts. Collaborated with internal teams, content director, and project managers, to establish marketing and creative approaches for print, digital, and social media campaigns. Established a D.C. office for Chicago-based agency with 100+ employees: hiring and managing creative staff, project management systems, and new business. 	
Company: Manifest LLC (Formerly McMurry / TMG)	
Role	Senior Art Director
Period of Employment	April 2004 – May 2016

- Led creative direction and design production for multi-channel programs, publications including WebMD, Walmart, Walgreens, Medscape, and American Association of Justice.
- Spearheaded creative marketing strategy for content program redesigns and relaunches for print publications, websites, and social media.
- Creative Director for WebMD – creative lead for agency’s top client with \$15 million-dollar annual revenue: WebMD Magazine, WebMD App, and WebMD website.
- Conceptualized, developed, and launched custom supplemental publications with advertising partners Walgreens and Walmart, addressing targeting audiences for wellness campaigns.

Rose Khouri, Project Manager

Rose Khouri has over 10 years of communications and project management experience, the last six of which have been in support of contracts for the Departments of State, Transportation, and Veterans Affairs. Ms. Khouri is an expert in marketing, copyediting, Section 508 compliance, and intellectual property regulation adherence. She is also an experienced people manager, typically managing interdisciplinary teams of five to 10 members to meet all client deliverables.

Ms. Khouri has significant experience in delivering large-scale communications projects, including successful national awareness campaigns on complex topics like virtual and augmented reality. She was the contract lead for multiple Department of Transportation exhibits at key, national-level tradeshows, and conferences, serving as the primary contact for DOT exhibits showcasing government research vehicles and equipment worth hundreds of thousands of dollars. She uses a background in digital photography and videography to direct and coordinate complex shoots in health care and advanced manufacturing settings, and to help clients build out the foundations of visual content libraries.

Education	
School	Degree / Certificate
University of Virginia, Darden School of Business	MBA Candidate Class of '27
University of Virginia	Graduate Certificate in Procurement and Contract Management
American University of Beirut	Master of Arts, Middle Eastern Studies
University of California, Santa Barbara	Bachelor of Arts, Middle Eastern Studies
Experience	
Company: Blackberg Group, LLC	
Client & Role	Veterans Health Administration— Lead Consultant / Project Manager
Period of Employment	January 2023 to Present
<ul style="list-style-type: none"> • Supports VA clients attending, presenting at, or running booths at national conferences. Handles internal VA approvals, coordinates with event staff on behalf of clients, identifies strategic goals for each event along with metrics to track successes, reviews and updates outreach materials and booth supplies as needed, and writes speeches and creates slide decks for client presentations. • Works and travels with contract photographers to create photo libraries of key program visuals for client marketing campaigns. Works with contract videographers to identify human impact stories, create storyboards, coordinate with local VA teams and facilities, and capture touching stories that appeal to Veterans and the U.S. public. • Leads technical writing for the VA Intrapreneurial Marketplace, translating concepts and user instructions directly from VA frontline clinician innovators into marketing materials for their ideas and designs being submitted to VA's Tech Transfer program. • Built the foundations for and launched VA's Office of Advanced Manufacturing's national awareness campaign, aimed at three key audiences: VA clinicians (primary clients), VA leadership (for continued funding and to advocate for the program's results), and Veterans/U.S. public (to share how VA is using taxpayer dollars to support Veterans). 	

<ul style="list-style-type: none"> • Led the development of the OHIL Analytics Dashboard: a FedRAMP-certified PowerBI, which uses API from websites, social media, GovDelivery email campaigns, and earned media to generate real-time visual performance reports. • Leads quality control and quality assurance for all workstreams in OHIL, including the annual State of Innovation report, social media content, and VA blogs and newsletters. • Provides contract-wide trainings on the VA digital style guide and the VA Executive Secretariat style guide, which is used for reporting to Congress. • Provides trainings and guidance on Section 508 compliance, intellectual property regulation adherence, federal endorsement guidelines, and federal consultant regulations. • Leads the development of communication materials (such as reports, one-pagers, and social media content) and digital products (such as webpages, Microsoft Teams communities, and videos) that include highly technical concepts translated for public audiences. • Works with Blackberg web specialists to update and re-design web content for clients to make the sites more visually compelling, more informative, or easier for users to navigate. 	
Company: Leidos	
Client & Role	Department of Transportation—Communications Specialist
Period of Employment	November 2021 – November 2023
<ul style="list-style-type: none"> • Led events for the Federal Highway Administration’s Saxton Transportation Operations Laboratory. Coordinated across DOT offices for large-scale joint events, including with the Office of the Secretary, the Federal Motor Carrier Safety Administration, and the Office of the General Counsel. Coordinated the transportation and exhibition of heavy government research vehicles and equipment. Managed risk through a contingency plan. • Created dozens of new communications materials, all Section 508 compliant, including post cards, banners, slide decks, web content, social media content, and reports. • Edited research papers and articles written by Department of Transportation engineers and provided Section 508 compliance support. • Led trainings for engineers and other communications staff on Section 508 compliance and federal regulations. 	
Company: Amideast	
Role	Department of State, USAID—Communications Officer
Period of Employment	September 2019 – March 2022
<ul style="list-style-type: none"> • Developed localized content to promote multiple U.S. Department of State exchange and English language-learning programs in the Middle East and North Africa, including videos, social media posts, and graphics. • Supported the development of a new brand identity and logo uplift, led the rollout of the new branding across 30+ social media pages run by 12 different country office. • Developed promotional content for a USAID scholarship program in Egypt. • Maintained intellectual property and trademark compliance in social media and on the Amideast website for major U.S. companies such as ETS (TOEFL, GRE, etc.) and the Project Management Institute. 	
Company: American University, Washington College of Law	
Role	Department of State—Project Coordinator
Period of Employment	March 2019 – September 2019
<ul style="list-style-type: none"> • Supported Department of State project called the Syrian Initiative, which trained Syrian lawyers—using U.S. law school professors and resources—to collect and submit evidence of war crimes to UN mechanisms. • Reviewed and edited English language materials, managed bilingual trainings, and developed course materials. 	
Company: Tahaddi Lebanon	
Role	Communications Officer
Period of Employment	March 2016 – December 2018

- Led the communications program at NGO based in Beirut, Lebanon that supports Syrian refugees and other vulnerable populations through education, health, and psychosocial programming.
- Managed donors, developed communication materials, created videos, took photographers, wrote reports, and gave tours to a donor pool of mostly European embassy staff.

Company: Arab Baptist Theological Seminary

Role: Communications Officer

Period of Employment: November 2014 – March 2016

- Supported the communications effort at this religious seminary in Mansourieh, Lebanon. Created videos, managed a mostly U.S./Canadian donor pool, wrote reports, and produced fact sheets and other communications materials.

Candice Warltier, Project Manager

For more than 20 years, Candice has provided ongoing strategic counsel and has designed and implemented strategic public relations programs, including media relations, social media, crisis communications, spokesperson training, public affairs, creative services, and change management.

With extensive experience in executive communications, she develops and executes strategies that elevate the voices of C-level and senior leaders across corporations, associations and nonprofit organizations. Her work includes developing written content, including keynote speeches, thought leadership articles, op-eds, and LinkedIn pieces that reflect each leader’s authentic voice while advancing organizational goals.

Her list of clients consists of associations, government agencies, professional services firms, corporations, and nonprofit organizations. Former and current clients include Action for Healthy Kids/USDA, American Bus Association, Prevent Blindness, Leadership Greater Chicago, 2x2 Health, NorthShore University HealthSystem Foundation, American Industrial Hygiene Association, Alliance for Academic Internal Medicine, American College of Osteopathic Family Physicians, the Molecularium Project, Egon Zehnder, Italian Trade Commission, the Girl Scouts of Greater Chicago.

Education	
School	Degree / Certificate
Marquette	Journalism/Communications
Experience	
Company: CS-Effect (Collaborator with K.O. Strategies)	
Role	CEO & Founding Partner
Period of Employment	May 2003 - Present
<ul style="list-style-type: none"> • Executes executive communications initiatives for C-level and senior executives across corporations, associations, and nonprofit organizations. • Develops strategic messaging and written content that reflects each executive’s authentic voice and organizational goals. • Writes keynote speeches, panel remarks, and talking points for major conferences and industry events. • Develops thought leadership articles and op-eds that have been published in top-tier and trade publications. • Writes LinkedIn articles and social media posts to enhance executive visibility, engagement, and credibility online. • Crafting internal communications, including CEO letters, board updates, and employee messages, to strengthen alignment and culture. • Develops strategic messaging during times of crisis. • Creating social media messages and tool kits for social media campaigns. • Some specific examples of her work include: <ul style="list-style-type: none"> ○ Partnering with Leadership Greater Chicago (LGC) for more than 14 years, providing the CEO with talking points and media preparation in advance of interviews with Chicago-area outlets and crafting award nominations leading to recognition. ○ Developing a strategic communications plan and op-ed articles on timely issues for the American Bus Association (ABA). ○ Creating written collateral material including emails, newsletter copy, and handouts as well as a social media calendar during her long-term partnership with Action for Healthy Kids (AFHK). 	

Company: Citigate Communications	
Role	Director
Period of Employment	2001- May 2003
<ul style="list-style-type: none"> • Transitioned into Citigate Communications following its acquisition of MSI Strategic Communications, bringing more than a decade of experience and client relationships to the newly integrated firm. • Directed a multidisciplinary team of 10 communications professionals in the development and execution of strategic communications programs for associations, corporations, and government agencies. • Provided senior-level counsel on brand positioning, crisis communications, public affairs, and media strategy. • Conceptualized and led award-winning campaigns recognized for creativity, measurable outcomes, and their ability to shift public perception. • Strengthened client partnerships and expanded agency offerings during a period of rapid organizational change and integration. 	
Company: MSI Strategic Communications	
Role	Vice President
Period of Employment	1993 - 2001(then acquired by Citigate Communications)
<ul style="list-style-type: none"> • Served as a key member of the agency's leadership team, responsible for driving client strategy, business development, and media relations initiatives. • Developed comprehensive communications plans and messaging platforms that positioned clients as thought leaders in their industries. • Created high-impact media materials - press releases, backgrounders, fact sheets, and executive bios crafted to capture journalist attention and tell compelling stories. • Spearheaded national and regional media outreach campaigns, earning placements in top-tier outlets including <i>CNBC</i>, <i>People Magazine</i>, <i>USA Today</i>, <i>The Wall Street Journal</i>, <i>Chicago Tribune</i> and <i>Crain's Chicago Business</i>. • Provided executive communications support to C-level leaders, drafting speeches, op-eds, and talking points for industry conferences, media interviews and public forums. • Mentored junior team members, elevating the agency's overall writing, pitching and client service standards. 	

Marcellus Marsh, Videographer and Creative Director

Marcellus has collaborated with clients across various industries to deliver compelling and impactful content. His agency helps organizations tell their stories visually through diligently crafted content for digital and print platforms. Marcellus's career in creative leadership spans over two decades and includes international experience. He served as Executive Creative Director at Totals Marketing in Kuwait, where he led a team in producing corporate branding, video production, and the development of marketing content for both online platforms and print campaigns. Prior to his international role, Marcellus was the Executive Producer of the weekly television program I:DESIGN on the Fine Living Network. There, he managed a production team and produced over 30 episodes featuring documentary-style segments that explored the design stories of prestigious brands including BMW, Giorgio Armani, Virgin Airlines, Rolls Royce, Nike, and many more.

Education	
School	Degree / Certificate
University of Houston	B.S. Social Sciences
Experience	
Company: Bionic Content (collaborator with K.O. Strategies)	
Client & Role	Videographer and Creative Director
Period of Employment	June 2018 - Present
<ul style="list-style-type: none"> Oversees clients' creative direction, leading visual storytelling through graphic design and video. Delivers a wide range of videography support for Chicago-based organizations, such as Governor's State University and the Chicago Southland Stroke Awareness Campaign. 	
Company: Totals Marketing and Advertising	
Role	Executive Creative Director
Period of Employment	December 2016 – June 2018
<ul style="list-style-type: none"> Lead the development the agency's creative services department and managed staff in Graphic Design, Photography & Video Production. Produced mini documentary for Kuwait University, School of Dentistry. Photographed Advertising Campaign for Sidra Hospital. Wrote the storyline for a television commercial (TVC) for Sarabeel Textiles. Photographed Digital Ad Campaign for Cinnabon, Kuwait (Images being used throughout GCC). Wrote and Produced TVC for Velvet Diapers. Conceptualized and produced campaigns for various clients. Created marketing strategy for content with imagery, storylines, and emotional connections. Presented new marketing channels, platforms, and opportunities to clients. Provided oversight of project timelines and investments to ensure content is delivered on time and budget. 	
Company: Shiloh Metropolitan	
Role	Media and Marketing Director
Period of Employment	August 2013 – September 2016
<ul style="list-style-type: none"> Lead the development and production of media content, including the national television series and local radio broadcast. Designed and marketed music album, that went to #2 on U.S. Billboard Charts. Negotiated and launched the national television and local radio broadcast. 	

- Successfully marketed the launch of the second campus.
- Upgraded I.T. network, and digital storage for media library.
- Managed creative teams: Graphic Design, Video Production, Audio, Print Media and Information Technology.
- Created the branding and lead the marketing of a national conference with over 1500 attendees.
- Developed, managed, and maintained the corporate brand on all platforms: print, digital, outdoor signage, broadcast (radio & television), and events, for an 8000 members organization with two campuses.
- Wrote and submitted press releases to news outlets, booked television / radio interviews.
- Developed, produced and launched three podcast series on iTunes.
- Launched and managed two mobile apps.
- Produced the monthly magazine / newsletter.
- Created a social media strategy for content to reach audiences through the proper channels.
- Designed and managed the website architecture; style and layout.
- Sought strategic partners for marketing efforts.

Company: Salt + Light Marketing

Role	Creative Director
Period of Employment	January 20008 – October 2013
<ul style="list-style-type: none"> • Managed multiple clients: USC, UCLA Medical, Extreme Bootcamp, The Fresh 20, Silvano Eyewear. • Developed and created marketing content for clients in various industries: fashion, wholesale products, events, real estate, education and sales agents. • Hired and managed a creative team to execute the needs of the project. • Created content that targeted audiences using video, photography, graphic design. • Produced marketing assets: brochures, publications, newsletters, sponsorship packages, signage, logos, event invitations, email campaigns and online media. • Established visual standards for branding and corporate identity. 	

Company: Fine Living Television

Role	Executive Producer
Period of Employment	March 2016 – December 2018
<ul style="list-style-type: none"> • Developed and sold television programming. • Partnered with network ad sales department to create branded TV specials. • Pitched advertising agencies product integration opportunities which lead to media buys. • Hired and managed a twelve person production team that produced over thirty episodes of programming. • Solicited and negotiated the participation of the global brands: Salvatore Ferragamo, BMW, Virgin Airlines, Hyundai, Rolls Royce, W Hotels, Nike, Herman Miller, Giorgio Armani and more. 	

Company: Warner Bros.Licensed Products / GTO Design

Role: Sales and Marketing Lead
<ul style="list-style-type: none"> • Marketed and sold consumer products to specialty and mid-tier retailers. • Produced trade-show presentations. • Created catalogues and sales collateral for licensed properties; Superman, Batman, Green Lantern, and Wonder Woman.

Popstar Entertainment

Role: Producer / Talent Manager
<ul style="list-style-type: none"> • Represented writers and directors for film, television, and internet. • Developed story ideas, books, manuscripts, and treatments into products for feature films and television. • Created digital animated / live-action program for television network MTV. • Managed clients' career opportunities and their day-to-day professional affairs.

- Prepared clients for pitch meetings.

Company: Universal Studios

Role: Story Editor

- Identified and selected scripts for feature film development.
- Covered and tracked talent agency script submissions.
- Hired and managed a staff of script readers.
- Worked on the films: For Richer or Poorer (Tim Allen), That Old Feeling (Bette Midler) and A Simple Wish (Martin Short and Kathleen Turner).

Caitlyn Moore, Communications Specialist

Ms. Moore has 6+ years combined educational and professional experience in the field of strategic communications, providing innovative communications solutions to the clients she serves. During her undergraduate studies she was a member of the Phi Theta Kappa Honor Society at Midlands Technical College and served as Managing Editor for Blossom Magazine, the University of South Carolina’s first student-run fashion magazine, before graduating cum laude. Ms. Moore majored in public relations during her undergraduate studies, which taught a valuable perspective on the intersection of media and marketing and has built a foundation of knowledge that helps her effectively communicate with various publics.

Ms. Moore obtained her Master of Mass Communications (M.M.C) degree while being employed by Blackberg Group, which allowed her to actively apply principles from her studies to her everyday firm and client responsibilities. Educational opportunities such as public relations and advertising campaign courses paired her with real clients and allowed her to practice strategies that she now deploys to achieve firm and client-based missions. In addition to completing her M.M.C while employed with Blackberg, Ms. Moore also completed a three-day Prosci® Change Management Certification Program—demonstrating a commitment to personal and firm growth.

Education	
School	Degree / Certificate
University of South Carolina	Master of Mass Communication, Strategic Communications
University of South Carolina	Bachelor of Arts in Journalism and Mass Communications, Public Relations
Midlands Technical College	Associate of Arts, general studies
Prosci	Change Management Certification
Experience	
Company: Blackberg Group, LLC	
Client & Role	Veterans Health Administration Office of Healthcare Innovation and Learning (VHA OHIL) – Senior Associate/Communications Specialist
Period of Employment	October 2023 – Present
<ul style="list-style-type: none"> Established a new hire cohort for a mass of onboarded contract members, reaching 15+ members and meeting on a bi-weekly basis. Development of routine deliverables for OHIL’s front office, including overview presentations, bulletins for executive leadership, analytics reporting, etc. Coordination between communications, project management, web, and graphic design teams to support the development of graphic design projects and deliver those internal and external visual communications products to OHIL audiences. Strategic ideation and technical coordination for videography projects, including shorter interview style videos and longer documentary style videos for OHIL programs that include b-roll footage. 	
Client: VHA OHIL – Interagency AI Quality Assurance Testbed	
<ul style="list-style-type: none"> Supported pre-communications leading up to official announcement of VA’s Health Artificial Intelligence Lab (HAIL). Development of talking points for executive leadership, including for the announcement at a national conference with 600+ attendees. Development of a comprehensive marketing communications plan, including short-term and long-term tactics that drive HAIL initiatives. 	

<ul style="list-style-type: none"> • Development of written and visual communications products such as overview decks, one-pagers, web layouts, and media response to questions (RTQs). 	
Client: VA Strategic Initiatives Lab	
<ul style="list-style-type: none"> • Digital outreach that engages internal VA stakeholders as well as Veterans, industry, and academia, including development of quarterly newsletters, and 20+ VA News and VA Insider blogs annually, averaging two per month. • Development and distribution of monthly metrics and weekly status decks for client briefings. • Development of social media content for OHIL's VA Innovation platforms, which reach a combined audience of 21,000 followers, with routine submissions to the main VHA platforms that reach a combined audience of over 391,000 followers, and features on the main VA handles that reach a combined audience of over 2 million followers. • Executive communications support for the annual VA Immersive Summit, overseeing communications in pre-event, mid-event, and post-event stages including the development of a marketing communications plan and associated tactics such as agendas, media engagement strategies, exhibitor toolkits, promotional articles, social media, etc. • On-site photo and video coordination during the annual Immersive Summit to ensure that presentations as well as demonstrations are fully captured, emulating the excitement of the event. 	
Company: Washington Business Dynamics	
Client & Role	VHA OHIL – VA Immersive
Period of Employment	June 2023 – October 2023
<ul style="list-style-type: none"> • Development of social media content for Facebook and Twitter (X) that doubled the average engagement rate per impression from 4% to 8% compared to the previous quarter. • Data analyzation of three end-of-year Cooperative Research & Development (CRADA) agreements and coordination/creation of infographics for external audiences summarizing the results. • Support of pre-event and post-event communications for one national conference with 500+ combined virtual and in-person attendees. 	
Company: Titan Stainless	
Role	Marketing Specialist
Period of Employment	February 2023 – June 2023
<ul style="list-style-type: none"> • Management of social media sites including Facebook, Instagram and LinkedIn, with a 10% increase in followers since oversight began. • Fully ideated and designed 5+ promotional newsletters for internal and external stakeholders. • Sought out and scheduled career fair opportunities, responsible for 15% organizational growth with new hires. • Site photo and video coordination to completed jobs for content gathering purposes. 	
Company: Capitol Consultants	
Role	Certification Coordinator
Period of Employment	November 2022 – May 2023
<ul style="list-style-type: none"> • Supported communications and logistics for outreach events for five state level client associations. • Completion of 2,400+ initial membership & renewal requests for the South Carolina Radiation Quality Standards Association (SCRQSA), maintaining integrity of the association by verifying each certification request. • Oversaw department communication with SCRQSA certificate holders regarding licensures. • Ideated and designed promotional content for weekly newsletters and LinkedIn. 	

EXHIBIT 2

Schedule of Compensation

Respondent (Name of Firm/Individual): Blackberg Group, LLC

Category and Pricing Form

PRICING:

PRICING:

CATEGORY I:			
		<u>Hourly Rate</u>	
	Partner	Associate	Assistant/Coordinator
	\$ 250.00	\$ 110.22	\$ 84.40

CATEGORY II:			
		<u>Hourly Rate</u>	
	Partner	Associate	Assistant/Coordinator
	\$ 250.00	\$ 99.40	\$ 75.60

CATEGORY III:			
		<u>Hourly Rate</u>	
	Partner	Associate	Assistant/Coordinator
	\$	\$	\$

CATEGORY IV:			
		<u>Hourly Rate</u>	
	Partner	Associate	Assistant/Coordinator
	\$	\$	\$

EXHIBIT 3

Sample Letter of Engagement

[Date]

[Firm]

Dear:

This is to advise you that your firm has been selected from among the successful respondents under Request for Qualifications No. 2408-07092 for Communications Support (“RFQ”). Pursuant to the RFQ, your firm submitted a response to Cook County which delineated the qualification, ability, and commitment of your firm to undertake and provide the requisite Communication Support services. The terms of the Professional Services Agreement executed by your firm and Cook County pursuant to the RFQ are incorporated herein. The purpose of this letter is to describe the additional terms of your retention for [SELECT FROM CATEGORIES I-IV].

Statement of Work, Term, Schedule, and Deliverables:

[INSERT STATEMENT OF WORK HERE]

Staffing / Key Personnel:

Firms are strongly encouraged to staff these assignments in a cost effective and efficient manner. Please provide all contact information (including cell phone, office phone, fax and e-mail) for the personnel who will be engaged in the services.

[INSERT STAFF FOR THIS ENGAGEMENT HERE]

Compensation Schedule:

[INSERT COMPENSATION/RATES HERE]

MBE/WBE Participation:

[INSERT BREAK DOWN OF MBE/WBE PARTICIPATION HERE. COMPLETE MBE/WBE UTILIZATION PLAN FORMS.]

Billing Rates and Submission of Statements

Statements must be submitted monthly reflecting work performed by your firm for the preceding month. Each separate project shall be billed as a separate matter. The matter description shall be sufficiently clear to apprise the County's authorized representative of the matter being billed.

Statements of work performed shall be sufficiently detailed to apprise the County of the work performed and the person by whom it was performed. Firms shall not engage in single day "block billing" of services performed by an individual, but must specify the time spent on each task performed that day.

The County reserves the right to review all statements and to reject payment of any fees or costs deemed not reasonably necessary or not in compliance with the terms of this retention letter.

Billing statements should be mailed to the following address:

Attn: Billing

TBD Upon Engagement

The sum total of all billing under this agreement including for services and for reimbursement shall in no way exceed \$_____ without advance written authorization from the County's Authorized Representatives.

If these terms are agreeable to you, please indicate your assent by counter-signing two copies of the document in the space indicated and returning them. The principal directly responsible for the work must sign this retention letter. The original of this letter is for your records.

Sincerely,

I agree to the terms set forth above..

[Firm Information]

By: _____
[Authorized Representative]

Date: _____

Received Fully Executed Agreement:

[Using Department's Representative]

Date: _____

EXHIBIT 4

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Acct#: 3025984

10/09/2025

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).

PRODUCER LOCKTON COMPANIES, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C. No. Ext): 888-828-8365</td> <td>FAX (A/C. No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: insperitycerts@locktonaffinity.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : Indemnity Insurance Company of North America</td> <td style="text-align: right;">NAIC # 43575</td> </tr> <tr> <td colspan="2">INSURER B :</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>	CONTACT NAME:		PHONE (A/C. No. Ext): 888-828-8365	FAX (A/C. No):	E-MAIL ADDRESS: insperitycerts@locktonaffinity.com		INSURER(S) AFFORDING COVERAGE		INSURER A : Indemnity Insurance Company of North America	NAIC # 43575	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :																					
INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED BLACKBERG GROUP LLC 762 52ND ST NORFOLK, VA 23508-2087																					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	C73910821	10/01/2025	10/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Office of the President

CERTIFICATE HOLDER

Cook County Government
 161 N. Clark Street
 Suite 2300
 Chicago IL 60601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/8/2025

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.

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.

Table with PRODUCER (Insperity Insurance Services, LLC), CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, and INSURED (Blackberg Group, LLC) information.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Cook County Government is included as an additional insured on a primary non-contributory basis for on going and completed operations with respect to the General Liability coverages when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Table with CERTIFICATE HOLDER (Cook County Government) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.)

BUSINESSOWNERS PROPERTY ENHANCEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

COVERAGES SUBJECT TO THE BLANKET LIMIT OF INSURANCE	\$50,000 Blanket Limit of Insurance	Page
ACCOUNTS RECEIVABLE	INCLUDED	3
ELECTRONIC DATA (OTHER THAN COMPUTER VIRUS)	INCLUDED	3
FINE ARTS	INCLUDED	4
FIRE DEPARTMENT SERVICE CHARGE	INCLUDED	4
FIRE EXTINGUISHER SYSTEMS RECHARGE EXPENSE	INCLUDED	5
LEASEHOLD INTEREST – BONUS PAYMENTS, PREPAID RENT, SUBLEASE PROFIT, TENANTS' LEASE INTEREST	INCLUDED	5
LEASEHOLD INTEREST – UNDAMAGED TENANTS' IMPROVEMENTS & BETTERMENTS	INCLUDED	5
NON-OWNED DETACHED TRAILERS	INCLUDED	6
OUTDOOR PROPERTY	INCLUDED	6
PAIR AND SET	INCLUDED	7
PATTERNS, MOLDS AND DIES	INCLUDED	7
PERSONAL EFFECTS	INCLUDED	7
VALUABLE PAPERS AND RECORDS	INCLUDED	7

COVERAGES SUBJECT TO THE APPLICABLE BUILDING OR PERSONAL PROPERTY LIMIT OF INSURANCE OR INCLUDED IN BUSINESS INCOME AND EXTRA EXPENSE	LIMITS OF INSURANCE	Page
BRANDS AND LABELS	Included in Applicable Personal Property Limit of Insurance	7
BUSINESS PERSONAL PROPERTY ENHANCEMENTS	Included in Applicable Personal Property Limit of Insurance	8
ORDINANCE OR LAW – UNDAMAGED PORTION OF BUILDING	Included in Applicable Building Limit of Insurance	8
ORDINANCE OR LAW – INCREASED PERIOD OF RESTORATION	Included in Business Income And Extra Expense	9
PRESERVATION OF PROPERTY	Included in Applicable Building or Personal Property Limit of Insurance	10
TENANTS' BUILDING AND BUSINESS PERSONAL PROPERTY	Included in Applicable Building or Personal Property Limit of Insurance	10

COVERAGES SUBJECT TO SEPARATE LIMITS OF INSURANCE	LIMITS OF INSURANCE	Page
APPURTENANT BUILDINGS & STRUCTURES	\$50,000	10

BUSINESS INCOME FROM DEPENDENT PROPERTY	\$50,000	10
BUSINESS INCOME EXTENSION FOR WEBSITES	\$10,000	11
COMPUTER FRAUD AND FUNDS TRANSFER FRAUD	\$5,000	12
CONTRACTUAL PENALTIES	\$2,500	13
DEBRIS REMOVAL	\$25,000	14
DEFERRED PAYMENTS	\$5,000	14
ELECTRONIC DATA RECOVERY COSTS (COMPUTER VIRUS)	\$10,000	14
EMPLOYEE DISHONESTY	\$25,000	15
FINE JEWELRY	\$5,000	15
FOOD CONTAMINATION – BUSINESS INCOME & EXTRA EXPENSE	\$25,000	15
FORGERY OR ALTERATION	\$25,000	16
HIRED CAR PHYSICAL DAMAGE	\$10,000	16
IDENTITY THEFT EXPENSE	\$15,000	17
INSTALLATION – ANY JOB SITE AND IN TRANSIT	\$5,000	19
LOSS OF MASTER KEY	\$5,000	19
MOBILE COMMUNICATION PROPERTY	\$15,000 Each Occurrence \$2,500 Deductible	19
MONEY AND SECURITIES	\$5,000 Inside Premises \$5,000 Outside Premises	20
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY – BUILDINGS	\$500,000	20
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY – BUSINESS PERSONAL PROPERTY	\$250,000	21
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY – BUSINESS INCOME	\$100,000	21
ORDINANCE OR LAW – DEMOLITION COST	\$25,000	21
ORDINANCE OR LAW – INCREASED COST OF CONSTRUCTION	\$25,000	22
OUTDOOR SIGNS	\$15,000	23
PAVED SURFACES	\$15,000	23
PERSONAL PROPERTY OFF-PREMISES	\$15,000	23
POLLUTANT CLEAN-UP AND REMOVAL	\$10,000	23
PRECIOUS METALS	\$25,000	23
PREPARATION OF LOSS FEES	\$10,000	24
REFRIGERATION BREAKDOWN EXPENSE – VEHICLES	\$10,000	24
REWARD COVERAGE	\$5,000	24
TEMPERATURE OR HUMIDITY CHANGE	\$25,000	24
UNAUTHORIZED BUSINESS CARD USE	\$5,000	26
UTILITY SERVICES – DIRECT DAMAGE	\$25,000	26
UTILITY SERVICES – BUSINESS INCOME AND EXTRA EXPENSE	\$25,000	27
UTILITY SERVICES – BUSINESS INCOME AND EXTRA EXPENSE – OVERHEAD LINES	\$5,000	28

OTHER ENHANCEMENTS		Page
EXTENDED BUSINESS INCOME	90 Days	28
GREEN STANDARDS	90 Days	28
MARRING AND SCRATCHING EXCLUSION REMOVED	INCLUDED	29
ORDINARY PAYROLL	365 Days	29
REMOVAL OF INSURANCE-TO-VALUE PROVISION	INCLUDED	30

SEASONAL INCREASE	33%	30
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OTHER PROVISIONS		Page
BUSINESS INCOME AND EXTRA EXPENSE EXCLUSIONS	INCLUDED	30

Notwithstanding anything to the contrary, the provisions of the Businessowners Coverage Form apply, except as provided in this endorsement.

In **Section I – Property**, Paragraph **C. Limits Of Insurance**, the following is added:

\$50,000 BLANKET LIMIT OF INSURANCE

The Blanket Limit Of Insurance shown above applies only to the coverages subject to the Blanket Limit of Insurance shown above. Unless otherwise stated, this Blanket Limit Of Insurance applies separately at each covered premises shown in the Declarations. This Blanket Limit Of Insurance applies in excess of the applicable deductible shown in the Declarations.

At the time of loss, the first Named Insured may elect to apportion this Blanket Limit Of Insurance to one or any combination of the coverages subject to the Blanket Limit of Insurance, but under no circumstances will the aggregate apportionment be permitted to exceed the Blanket Limit Of Insurance shown above at any one covered premises. For purposes of the application of this \$50,000 Blanket Limit Of Insurance, all property at one premises shall constitute a single premises.

A separate, specific Limit Of Insurance may be purchased for each of these coverages subject to the Blanket Limit of Insurance. If purchased, these Limits Of Insurance and any applicable deductible will be shown in the Declarations with the applicable Blanket Limit of Insurance. If no deductible is shown in the Declarations with coverage subject to the Blanket Limit of Insurance, then the Property Deductible will apply. When a separate, specific Limit Of Insurance is purchased for any of these coverages subject to the Blanket Limit of Insurance, such specific Limit Of Insurance will apply in addition to whatever amount the First Named Insured apportions to that coverage at time of loss as provided in the previous paragraphs.

COVERAGES SUBJECT TO THE BLANKET LIMIT OF INSURANCE

A. Accounts Receivable

In **Section I – Property**, Paragraph **A. Coverage, 6. Coverage Extensions, f. Accounts Receivable**, subparagraph **(2)** is deleted and replaced with the following:

The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is the applicable Limit Of Insurance for Accounts Receivable shown in the Schedule of this endorsement.

B. Electronic Data (Other Than Computer Virus)

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages, p. Electronic Data** is deleted and replaced with the following:

1. Subject to the provisions of this Electronic Data (Other Than Computer Virus) Additional Coverage, we will pay for the cost to replace or restore “electronic data” that has been lost or damaged by a Covered Cause of Loss.
2. The Covered Cause of Loss applicable to this Additional Coverage does not include “computer virus”.
3. Under Paragraph **H. Property Definitions**, and only with respect to this Additional Coverage, the following definitions are added:

“Computer system” means a computer and all input, output, processing, storage, off-line media library, and communication facilities which are connected to such computer, provided such computer and facilities are:

- a. Owned and operated by you;

- b. Leased and operated by you; or
- c. Utilized by you pursuant to a written contract.

“Computer virus” means a computer virus, harmful code or similar instruction introduced into or enacted on a “computer system” (including “electronic data”), or a network to which it is connected, designed to damage or destroy any part of the “computer system” or disrupt its normal operation.

- 4. The most we will pay under this Additional Coverage in any one occurrence at the described premises is the applicable Limit Of Insurance for Electronic Data (Other Than Computer Virus) shown in the Schedule of this endorsement.

C. Fine Arts

In **Section I – Property**, Paragraph **A. Coverage**, **5. Additional Coverages**, the following is added:

- 1. We will pay for direct physical loss or damage to “fine arts”, whether owned by you or owned by others and in your care, custody or control caused by or resulting from a Covered Cause of Loss. Our payment for loss or damage to “fine arts” of others will only be for the account of the owner of the “fine arts.”
- 2. For the purposes of this Additional Coverage, “fine arts” means paintings, rare books, sculptures, manuscripts, pictures, prints, etchings, drawings, tapestries, bronzes, statuary, potteries, porcelains, marbles, and other bona fide works of art or items of rarity or historical value.
- 3. Under **E. Property Loss Conditions**, and only with respect to this Additional Coverage, Paragraph **5. Loss Payment**, subparagraphs **d. (3) (d)** and **(e)** are deleted and replaced with the following:
 - a. “Fine arts” will be valued at the lesser of the following:
 - (1) The cost of reasonably restoring the “fine arts” to its condition immediately before loss; or
 - (2) The cost of replacing the “fine arts” with substantially identical “fine arts”.
 - b. In case of loss to any part of a pair or set, we will:
 - (1) Repair or replace any part to restore the pair or set to its value before the loss; or
 - (2) Pay the difference between the values of the pair or set before and after the loss.
 - c. You must arrange for “fine arts” to be packed and unpacked by competent packers.
- 4. In **Section I – Property**, Paragraph **A. Coverage**, **2. Property Not Covered**, the following is added:
 - a. “Fine arts,” except as provided under the Fine Arts Additional Coverage.
- 5. The most we will pay under this Additional Coverage for loss or damage in any one occurrence at the described premises is the applicable Limit Of Insurance for Fine Arts shown in the Schedule of this endorsement.

D. Fire Department Service Charge

In **Section I – Property**, Paragraph **A. Coverage**, **5. Additional Coverages**, **c. Fire Department Service Charge** is deleted and replaced with the following:

- 1. When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay for the charges you:
 - a. Assume under any contract or agreement; or
 - b. Are required to pay by local ordinance,in effect at the time of the direct physical loss or damage.
- 2. The most we will pay under this Additional Coverage in any one occurrence at the described premises is the applicable Limit Of Insurance for Fire Department Service Charge shown in the

Schedule of this endorsement, regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

E. Fire Extinguisher Systems Recharge Expense

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, subparagraph **o. Fire Extinguisher Systems Recharge Expense** is deleted and replaced with the following:

1. We will pay the cost you incur to refill or replace your discharged fire protection equipment, whichever is less, whether or not there is direct physical loss or damage to Covered Property.
2. No deductible applies to this Additional Coverage.
3. The most we will pay under this Additional Coverage is the applicable Limit Of Insurance for Fire Extinguisher Systems Recharge Expense shown in the Schedule of this endorsement.

F. Leasehold Interest – Bonus Payments, Prepaid Rent, Sublease Profit, Tenants’ Lease Interest

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. We will pay for the “bonus payment”, “prepaid rent”, “sublease profit” or “tenants’ lease interest” loss you incur, directly resulting from the cancellation of your written lease for the premises described in the Declarations.
2. Cancellation of the lease must be by the lessor, by a valid condition of your lease, and due to direct physical loss or damage to a building at the premises described in the Declarations, caused by or resulting from a Covered Cause of Loss.
3. The most we will pay under this Additional Coverage in any one occurrence at the described premises is the applicable Limit Of Insurance for Leasehold Interest - Bonus Payments, Prepaid Rent, Sublease Profit, and Tenants’ Lease Interest shown in the Schedule of this endorsement.
4. Under Paragraph **H. Property Definitions**, and only with respect to this Additional Coverage, the following definitions are added:
 - a. “Bonus payment” means that portion of any cash bonus you paid based on the percentage of your lease remaining at the time of direct physical loss or damage. It does not mean rent, securities or cash bonuses refunded to you, even if you prepaid the rent or security.
 - b. “Prepaid rent” means that portion of any prepaid rent you paid based on the percentage of your lease remaining at the time of direct physical loss or damage. It does not mean the customary rent due at the beginning of any rental period.
 - c. “Sublease profit” means the net profit you earn through subleasing the building or portion of the building that you rent for the unexpired term of the canceled lease or sublease, whichever would expire first. This amount is discounted based on the prime rate of interest at the time of direct physical loss or damage for the unexpired term of the canceled lease or sublease.
 - d. “Tenants’ lease Interest” means:
 - (1) The difference between the appraised rental value of the leased premises at the time of direct physical loss or damage for the unexpired term of the lease and the actual rent due for the same period, discounted by the prime rate of interest at the time of direct physical loss or damage, for the unexpired term of the canceled lease; or
 - (2) The difference between the rent due for the unexpired term of the canceled lease and the rent due under the new lease for that same time period, not to exceed the difference between the actual rent due for the unexpired term of the canceled lease and the appraised rental value of the leased premises for that same period. This difference is discounted by the prime rate of interest at the time of direct physical loss or damage for the unexpired term of the canceled lease.

G. Leasehold Interest – Undamaged Tenants’ Improvements and Betterments

In **Section I – Property**, Paragraph **A. Coverage**, **5. Additional Coverages**, the following is added:

1. We will pay for the value of undamaged “tenants’ improvements and betterments” when your lease is cancelled:
 - a. By the lessor;
 - b. By a valid condition of your lease; and
 - c. Due to direct physical loss or damage to a building or business personal property at the premises described in the Declarations, caused by or resulting from a Covered Cause of Loss.
2. The most we will pay under this Additional Coverage in any one occurrence at the described premises is the applicable Limit Of Insurance for Leasehold Interest – Undamaged Tenants’ Improvements and Betterments shown in the Schedule of this endorsement.
3. Under Paragraph **H. Property Definitions**, and only with respect to this Additional Coverage, the following definition is added:

“Tenants’ improvements and betterments” means fixtures, alterations, installations or additions:

- a. Made a part of a building you occupy but do not own; and
- b. You acquired or made at your expense but cannot legally remove.

“Tenants’ improvements and betterments” does not mean land, water or air, either inside or outside of a structure; paved or concrete surfaces; retaining walls; foundations or supports below the surface of the lowest floor or basement; outdoor trees, shrubs, plants or lawns; or growing crops.

H. Non-Owned Detached Trailers

In **Section I – Property**, Paragraph **A. Coverage**, **6. Coverage Extensions**, the following is added:

1. We will pay for direct physical loss or damage to trailers that you do not own, provided that the trailer:
 - a. Is used in your business;
 - b. Is in your care, custody or control at the premises described in the Declarations; and
 - c. You have a contractual responsibility to pay for loss or damage to the trailer.
2. We will not pay for any loss or damage that occurs:
 - a. While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion; or
 - b. During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
3. The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is the applicable Limit Of Insurance for Non-Owned Detached Trailers shown in the Schedule of this endorsement.
4. In **Section I – Property**, Paragraph **A. Coverage**, **2. Property Not Covered**, the following is added:
Non-Owned detached trailers, except as provided under this Non-Owned Detached Trailers Coverage Extension.
5. This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

I. Outdoor Property

In **Section I – Property**, Paragraph **A. Coverage**, **6. Coverage Extensions**, **c. Outdoor Property**:

1. The following sentence is deleted:

The most we will pay for loss or damage under this Extension is \$2,500, unless a higher Limit Of Insurance for Outdoor Property is shown in the Declarations, but not more than \$1,000 for any one tree, shrub or plant.

2. The following sentence is added:

The most we will pay under this Coverage Extension for loss or damage in any one occurrence is the applicable Limit Of Insurance for Outdoor Property shown in the Schedule of this endorsement, but not more than \$2,500 for any one tree, shrub or plant.

J. Pair And Set

In **Section I – Property**, Paragraph **A. Coverage, 6. Coverage Extensions**, the following is added:

1. You may extend the insurance that applies to Business Personal Property to apply to consequential loss to your undamaged Business Personal Property, which is part of your product or any product in your care, custody or control, that has become unmarketable as a complete product because of covered direct physical loss or damage to Business Personal Property which is part of the same product.
2. The most we will pay under this Coverage Extension in any one occurrence at the described premises is the applicable Limit Of Insurance for Pair And Set shown in the Schedule of this endorsement.

K. Patterns, Molds And Dies

In **Section I – Property**, Paragraph **A. Coverage, 4. Limitations**, subparagraph **c. (3)** is deleted and replaced with the following:

The Limit Of Insurance for Patterns, Molds And Dies shown in the Schedule of this endorsement.

L. Personal Effects

In **Section I – Property**, Paragraph **A. Coverage, 6. Coverage Extensions**, paragraph **d. Personal Effects** is deleted and replaced with the following:

1. You may extend the insurance that applies to Business Personal Property to apply to personal effects:
 - a. Owned by you; or
 - b. Owned or leased by your officers, partners, “members”, “managers” or employees and in your care, custody or control.
2. The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is the applicable Limit Of Insurance for Personal Effects shown in the Schedule of this endorsement.

M. Valuable Papers And Records

In **Section I – Property**, Paragraph **A. Coverage, 6. Coverage Extensions, e. Valuable Papers And Records**, subparagraph **(3)** is deleted and replaced with the following:

The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is the applicable Limit Of Insurance for Valuable Papers and Records shown in the Schedule of this endorsement.

I. COVERAGES SUBJECT TO THE APPLICABLE BUILDING OR PERSONAL PROPERTY LIMIT OF INSURANCE OR INCLUDED IN BUSINESS INCOME AND EXTRA EXPENSE

A. Brands And Labels

In **Section I – Property**, Paragraph **A. Coverage, 6. Coverage Extensions**, the following is added:

1. If this policy insures “stock”, which is branded or labeled merchandise held in storage or for sale, and

such merchandise suffers covered direct physical loss or damage, you may extend that insurance to apply to the cost to:

- a. Remove the brand or label and then re-label the lost or damaged merchandise to comply with the law; or
 - b. Label the lost or damaged merchandise as “salvage”, but, in doing so, cause no further damage to the merchandise.
2. This Coverage Extension is subject to the applicable Limit Of Insurance for Business Personal Property shown in the Declarations.

B. Business Personal Property Enhancements

In **Section I – Property**, Paragraph **A. Coverage, 1. Covered Property**, subparagraph **b.** is deleted and replaced with the following:

1. Business Personal Property located in or on the buildings or structures at the described premises or in the open (or in a vehicle) within 1,000 feet of the premises described in the Declarations, including:
2. In **Section I – Property**, Paragraph **A. Coverage, 1. Covered Property**, the following are added under subparagraph **b.**
 - a. Glass in buildings you do not own, if you are legally or contractually required to maintain such glass; and
 - b. Business personal property temporarily in portable storage units.
3. In **Section I – Property**, Paragraph **E. Property Loss Conditions, 5. Loss Payment**, subparagraph **d.(3)(b)** is deleted.
4. In **Section I – Property**, Paragraph **E. Property Loss Conditions**, the following is added:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

C. Ordinance Or Law – Undamaged Portion Of Building

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. With respect to a building that has sustained covered direct physical loss or damage, we will pay for the loss in value of the undamaged portion of the building, if an “ordinance or law” requires the demolition of undamaged parts of that building.
2. When there is a loss in value of an undamaged portion of a building to which this Additional Coverage applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If the property is repaired or replaced on the same or another premises, we will not pay more than the lesser of the following:
 - (1) The amount you actually spend to repair, rebuild or reconstruct the building, but not more than the amount it would cost to repair, rebuild or reconstruct the building on the same premises and to the same height, floor area, style and comparable quality of the lost or damaged building; or
 - (2) The Limit Of Insurance shown in the Declarations applicable to the lost or damaged building.
 - b. If the building is not repaired or replaced, we will not pay more than the lesser of the following:
 - (1) the actual cash value of the building at the time of loss; or
 - (2) The Limit Of Insurance shown in the Declarations applicable to the lost or damaged building.

3. This Additional Coverage is included in the applicable Building Limit Of Insurance shown in the Declarations.
4. This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such exclusion would conflict with the provisions of this Additional Coverage.
5. Under Paragraph **H. Property Definitions**, and for the purposes of this Additional Coverage, the following definition is added:
 - a. "Ordinance or law" means an ordinance or law that regulates the demolition, construction or repair of buildings and establishes zoning or land use requirements applicable to the described premises, provided such ordinance or law is in effect at the time of loss or damage.
 - b. "Ordinance or law" does not include any ordinance or law that requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or activity of "fungi", wet rot or dry rot, or the costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of "pollutants", "fungi", wet rot or dry rot.

D. Ordinance Or Law – Increased Period Of Restoration

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. If a Covered Cause of Loss occurs to a building at the premises described in the Declarations and the building is subject to an "ordinance or law", then the definition of "Period Of Restoration" under paragraph **H., Definitions** is deleted and replaced by the following:
 - a. "Period of restoration" means the period of time that:
 - (1) Begins:
 - (a) 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises, unless a lesser number of hours is shown in the Declarations; or
 - (b) Immediately after the time of the covered direct physical loss or damage for Extra Expense Coverage; and
 - (2) Ends on the earlier of:
 - (a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (b) The date when business is resumed at a new permanent location.
 - b. "Period of restoration" includes any increased period required to repair or reconstruct the property to comply with the minimum standards of an "ordinance or law".
 - c. The expiration date of this policy will not cut short the "period of restoration".
2. Under Paragraph **H. Property Definitions**, and for the purposes of this Additional Coverage, the following definition is added:
 - a. "Ordinance or law" means an ordinance or law that regulates the demolition, construction or repair of buildings and establishes zoning or land use requirements applicable to the described premises, provided such ordinance or law is in effect at the time of loss or damage.
 - b. "Ordinance or law" does not include any ordinance or law that requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or activity of "fungi", wet rot or dry rot, or the costs associated with the enforcement of or compliance with any ordinance or law

which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of “pollutants”, “fungi”, wet rot or dry rot.

3. This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such exclusion would conflict with the provisions of this Additional Coverage.

E. Preservation Of Property

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages, b. Preservation of Property** is deleted and replaced with the following:

1. If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:
 - a. While it is being moved or while temporarily stored at another location; and
 - b. Only if the loss or damage occurs within 45 days after the property is first moved.

F. Tenants’ Building And Business Personal Property

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. We will pay for direct physical loss or damage to Building or Business Personal Property for which you have a contractual responsibility to insure as a tenant. This includes buildings, fixtures, machinery and equipment.
2. The most we will pay under this Additional Coverage for loss or damage in any one occurrence at the described premises is the Limit Of Insurance for Tenants’ Building and Business Personal Property shown in the Schedule of this endorsement.

II. COVERAGES SUBJECT TO SEPARATE LIMITS OF INSURANCE

A. Appurtenant Buildings And Structures

In **Section I – Property**, Paragraph **A. Coverage, 6. Coverage Extensions**, the following is added:

1. You may extend the insurance that applies to Buildings to apply to incidental appurtenant buildings or structures located within 1,000 feet of the described premises.
2. You may extend the insurance that applies to Business Personal Property to apply to business personal property contained within incidental appurtenant buildings or structures that are located within 1,000 feet of the described premises.
3. For the purposes of this Coverage Extension, incidental appurtenant buildings or structures mean storage buildings, carports, garages, pump houses or above-ground tanks which have not been specifically described in the Declarations.
4. The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is the applicable Limit Of Insurance for Appurtenant Buildings & Structures shown in the Schedule of this endorsement, regardless of the number of described premises involved.

B. Business Income From Dependent Property

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages, m. Business Income From Dependent Properties**, subparagraph **(1)** is deleted and replaced with the following:

1. We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property or secondary dependent property caused by or resulting from any Covered Cause Of Loss.
2. However, this Additional Coverage does not apply when the only loss at the premises of a dependent property or secondary dependent property is loss or damage to “electronic data”, including

destruction or corruption of “electronic data”. If the dependent property or secondary dependent property sustains loss or damage to “electronic data” and other property, insurance under this Additional Coverage ends once the other property is repaired, rebuilt or replaced.

3. The most we will pay under this Additional Coverage is the applicable Limit Of Insurance for Business Income From Dependent Property shown in the Schedule of this endorsement.
4. In **Section I – Property**, Paragraph **A. Coverage**, **5. Additional Coverages**, **m. Business Income From Dependent Properties**, subparagraph **(4)** is deleted and replaced with the following:

Dependent property means property owned by others whom you depend on to:

- a. Deliver materials or services to you, or to others for your account. But services does not mean water supply services, wastewater removal services, communication supply services or power supply services;
- b. Accept your products or services;
- c. Manufacture your products for delivery to your customers under contract for sale; or
- d. Attract customers to your business.

The dependent property may be located anywhere in the world, except to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

5. This Additional Coverage does not apply to property at the premises of a vendor that provides you with “on-line access” services.
6. Under Paragraph **H. Property Definitions**, the following definition is added:

“On-line access” means:

- a. Accessing information made available by third parties; or
- b. Making information available to third parties,
via computer or other electronic system.

C. Business Income Extension For Websites

In **Section I - Property**, Paragraph **A. Coverage**, **5. Additional Coverages**, the following is added:

1. We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your “operations” during the “period of restoration”. The suspension must be caused by covered direct physical loss or damage to property at the premises of a vendor that provides you with “on-line access” services. The premises of the vendor may be located anywhere in the world, except to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.
2. The most we will pay under this Additional Coverage in any one occurrence at the described premises is the applicable Limit Of Insurance for Business Income Extension For Websites shown in the Schedule of this endorsement.
3. This Additional Coverage applies only if you regularly back-up software, data, or other information in electronic form at a location other than the site of the website vendor.
4. Under Paragraph **H. Property Definitions**, and only with respect to this Additional Coverage, the definition of “period of restoration” is deleted and replaced with the following:

“Period of restoration” means the period of time that begins 12 hours after the time of direct physical loss or damage and ends the earlier of:

- a. The date when the property at the premises of a vendor that provides you with “on-line access” services is repaired or replaced with reasonable speed and similar quality; or

b. Seven days following the date of the covered direct physical loss or damage.

5. Under Paragraph **H. Property Definitions**, the following definition is added:

“On-line access” means:

- a. Accessing information made available by third parties; or
- b. Making information available to third parties,
via computer or other electronic system.

6. The definition of Business Income contained in the Business Income Additional Coverage also applies to this Business Income Extension For Websites.

D. Computer Fraud And Funds Transfer Fraud

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. We will pay for:

a. Loss of or damage to “money”, “securities” and “other property” following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:

- (1) To a person (other than a messenger) outside those premises; or
- (2) To a place outside those premises; and

b. Loss of “money” or “securities” resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" and "securities" from your “transfer account”.

2. The most we will pay under this Additional Coverage is the applicable Limit Of Insurance for Computer Fraud And Funds Transfer Fraud shown in the Schedule of this endorsement.

3. In **Section I – Property**, Paragraph **B. Exclusions**, paragraph **2.g. False Pretense** is deleted and replaced with the following:

We will not pay for loss or damage caused by or resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

4. In **Section I - Property**, Paragraph **A. Coverage, 4. Limitations**, and only with respect to this Additional Coverage, subparagraph **a. (4)** does not apply.

5. Under Paragraph **H. Property Definitions**, and only with respect to this Additional Coverage, the following definitions are added:

“Employee” means:

a. Any natural person:

- (1) While in your service or for 30 days after termination of service;
- (2) Who you compensate directly by salary, wages or commissions; and
- (3) Who you have the right to direct and control while performing services for you;

b. Any natural person who is furnished temporarily to you:

- (1) To substitute for a permanent "employee", as defined in Paragraph **(a)** above, who is on leave; or
- (2) To meet seasonal or short-term work load conditions,
while that person is subject to your direction and control and performing services for you,

excluding, however, any such person while having care and custody of property outside the premises;

- c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **(b)** above;
- d. Any natural person who is:
 - (1) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan(s)" insured under this policy; and
 - (2) Your director or trustee while that person is handling "funds" or "other property" of any "employee benefit plan(s)" insured under this policy;
- e. Any natural person who is a former "employee", director, partner, "member", "manager", representative or trustee retained as a consultant while performing services for you; or
- f. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the premises.

"Employee" does not mean:

- a. Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- b. Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".

"Fraudulent instruction" means:

- a. An electronic, telegraphic, cable, teletype, tele facsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
- b. A written instruction (other than those described in the Forgery Or Alteration Additional Coverage of the Businessowners Coverage Form) issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
- c. An electronic, telegraphic, cable, teletype, tele facsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.

"Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.

"Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities" by means of:

- a. Electronic, telegraphic, cable, teletype, tele facsimile or telephone instructions communicated directly through an electronic funds transfer system; or
- b. Written instructions (other than those described in the Forgery Or Alteration Additional Coverage of the Businessowners Coverage Form) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

E. Contractual Penalties

In **Section I – Property, Paragraph A. Coverage, 5. Additional Coverages**, the following is added:

- 1. We will pay for the contractual penalties you are legally liable to pay under the written provisions of a contract due to a material breach of that contract.

2. This material breach of contract must be the direct result of direct physical loss or damage by a Covered Cause Of Loss to Covered Property.
3. The most we will pay under this Additional Coverage in any one occurrence at the described premises is the applicable Limit Of Insurance for Contractual Penalties shown in the Schedule of this endorsement.

F. Debris Removal

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages, a. Debris Removal**, subparagraphs **(3), (4)** and **(5)** are deleted and replaced with the following:

The most that we will pay under this Additional Coverage in any one occurrence at the described premises is the applicable Limit Of Insurance for Debris Removal shown in the Schedule of this endorsement.

G. Deferred Payments

In **Section I – Property**, Paragraph **A. Coverage, 6. Coverage Extensions**, the following is added:

1. You may extend this insurance to apply to your interest in Business Personal Property that suffers direct physical loss or damage caused by or resulting from a Covered Cause Of Loss and sold by you under a conditional sale or trust agreement or any installment or deferred payment plan:
 - a. While in transit to buyers; or
 - b. After delivery to buyers.
2. The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is the applicable Limit Of Insurance for Deferred Payments shown in the Schedule of this endorsement.
3. This Coverage Extension does not apply to default by the buyer of such agreement or plan.

H. Electronic Data Recovery Costs (Computer Virus)

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. We will pay for “electronic data recovery costs” as a result of direct physical loss or damage to “electronic data” or a “computer system” caused by or resulting from “computer virus”.
2. Under Paragraph **H. Property Definitions**, and only with respect to this Additional Coverage, the following definitions are added:

“Electronic data recovery costs” means the reasonable and necessary costs you incur to:

- a. Copy, recreate, replace or retrieve “electronic data” you own or use, or which resides on a system you own or lease; and
- b. Restore a system you own or lease to the functionality that existed prior to the “computer virus”.

“Computer system” means a computer and all input, output, processing, storage, off-line media library, and communication facilities which are connected to such computer, provided such computer and facilities are:

- a. Owned and operated by you;
- b. Leased and operated by you; or
- c. Utilized by you pursuant to a written contract.

“Computer virus” means a computer virus, harmful code or similar instruction introduced into or enacted on a “computer system” (including “electronic data”), or a network to which it is connected, designed to damage or destroy any part of the “computer system” or disrupt its normal operation.

3. The most we will pay under this Additional Coverage at all premises for the sum of such “electronic

data recovery costs” that incur during each separate 12-month policy period is the Limit Of Insurance for Electronic Data Recovery Costs (Computer Virus) shown in the Schedule of this endorsement.

I. Employee Dishonesty

In **Section I – Property**, Paragraph **G. Optional Coverages, 3. Employee Dishonesty**, subparagraph **c.** is deleted and replaced with the following:

The most we will pay under this Optional Coverage in any one occurrence at the described premises is the applicable Limit Of Insurance for Employee Dishonesty shown in the Schedule of this endorsement.

J. Fine Jewelry

In **Section I – Property**, Paragraph **A. Coverage, 4. Limitations**, subparagraph **c. (2)** is deleted and replaced with the following:

The most we will pay in any one occurrence at the described premises for jewelry worth more than \$100 per item, including watches, watch movements, jewels, pearls, and precious and semiprecious stones, alloys and metals incorporated into jewelry, is the applicable Limit Of Insurance for Fine Jewelry shown in the Schedule of this endorsement. This Limitation applies only to loss or damage by theft.

K. Food Contamination – Business Income And Extra Expense

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. We will pay for actual loss of Business Income you sustain and necessary “extra expense” you incur due to the necessary suspension of your “operations” at the described premises. The suspension must be caused by or result from an order of government authority having jurisdiction, resulting from actual or suspected “food contamination” caused by or resulting from a Covered Cause Of Loss.
2. Coverage begins at the time you were notified by such government authority of an order to suspend your “operations” at the described premises and ends at the time you are notified by the same government authority that you may resume “operations” at the same premises.
3. The most we will pay under this Additional Coverage for each order of a government authority, regardless of the number of occurrences or locations is the applicable Limit Of Insurance for Food Contamination shown in the Schedule of this endorsement.
4. We will also pay up to \$2,500 for the cost of advertising to regain customers following the notification by the government authority that you may resume “operations” at the described premises. This coverage ends 30 days after the government authority provides you with the notification that you may resume “operations” at the described premises.
5. We will not pay any fines or penalties levied against you by the government authority as the result of the discovery or suspicion of “food contamination” as the described premises, regardless of whether such government authority orders the suspension of your “operations”.
6. Under Paragraph **H. Property Definitions**, and only with respect to this Additional Coverage, “Extra Expense” is deleted and the following definitions are added:

“Extra expense” means the necessary costs:

- a. to clean and sanitize your equipment as required by the government authority;
- b. to replace food which is contaminated or is suspected of being contaminated; and
- c. for medical tests or inoculations for your employees to prevent the spread of identifiable or suspected communicable diseases to your patrons through the ingestion of your food.

“Food contamination” means an incidence of food poisoning to one or more of your patrons that is caused by or results from tainted food you purchased, improperly stored, handled or prepared, or a communicable disease that was transmitted by you or one or more of your employees.

7. The definition of Business Income contained in the Business Income Additional Coverage also

L. Forgery Or Alteration

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages, k. Forgery Or Alteration**, subparagraph **(4)** is deleted and replaced with the following:

The most we will pay under this Additional Coverage for any loss, including legal expenses, in any one occurrence at the described premises is the applicable Limit Of Insurance for Forgery Or Alteration shown in the Schedule of this endorsement.

M. Hired Car Physical Damage

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. We will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to a “car” that:
 - a. you lease, hire, rent or borrow; or
 - b. is leased, hired or rented by your employee pursuant to a contract in which such employee is a party, with your written permission, while performing duties related to conduct of your business.
2. We will also pay for damages you are legally obligated to pay for loss of use of a covered leased, hired, or rented “car” if:
 - a. it results from a Covered Cause Of Loss; and
 - b. the lessor sustains an actual financial loss.
3. We will not pay for loss or damage:
 - a. to any “car” while used in professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for loss or damage to any “car” while that “car” is being prepared for such a contest or activity.
 - b. caused by or resulting from:
 - (1) wear and tear, freezing, mechanical or electrical breakdown; or
 - (2) blowouts, punctures or other road damage.
 - c. to any of the following:
 - (1) tapes, records, discs, or other similar audiovisual or other electronic devices designed for use with audiovisual or other electronic equipment; or
 - (2) any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.
 - d. to any “car” hired or borrowed from any of your employees, partners (if you are a partnership), “members” (if you are a limited liability company), volunteers, or any member of any of the foregoing’s household.
 - e. to a chauffeured vehicle, which is a leased, hired, rented or borrowed “car” operated by a third party driver; or
 - f. to a “car” that is leased for a period of more than six months.
4. We will not pay for loss or damage until it exceeds the Hired Car Physical Damage deductible amount of \$1,000. For a “car” to which this Additional Coverage applies, our obligation to pay for, repair, return, or replace the damaged or stolen “car” will be reduced by this Hired Car Physical Damage deductible.
5. The most we will pay under this Additional Coverage is the lesser of the following:

- a. The actual cash value at the time of loss or damage;
- b. The cost of repairing or replacing the “car” with another one of like kind and quality; or
- c. The applicable Limit Of Insurance for Hired Car Physical Damage shown in the Schedule of this endorsement.

At our option, we may:

- a. Pay to repair or replace the “car”;
- b. Return the “car” at our expense; or
- c. Take all or any part of the “car” at an agreed or appraised value.

If we pay for the loss, our payment will include the applicable sales tax for the damaged or stolen “car.”

6. In **Section I – Property**, Paragraph **E. Property Loss Conditions**, and only with respect to this Additional Coverage, paragraphs **2. Appraisal** and **3. Duties In The Event Of Loss or Damage** are deleted and the following are added:

- a. If you and we disagree on the amount of loss, either party may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will pay its chosen appraiser and bear the other expenses of the appraisal and umpire equally. If we submit to an appraisal, we still retain our right to deny the claim.
- b. In the event of loss or damage to a hired “car,” you must do the following:
 - (1) Promptly notify the police if all or any part of or the “car” is stolen or inexplicably missing;
 - (2) Take all reasonable steps to protect the “car” from further damage. Also keep a record of your expenses for consideration in the settlement of the claim;
 - (3) Permit us to inspect the “car” and records proving the loss or damage before it’s repair or disposition; and
 - (4) Agree to examination under oath at our request and give us a signed statement of your answers.

7. Under Paragraph **F. Property General Conditions**, and only with respect to this Additional Coverage, subparagraph **3. No Benefit To Bailee** is deleted and replaced with the following:

We will not recognize any assignment or provide any insurance for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

8. Under Paragraph **H. Definitions**, and only with respect to this Additional Coverage, the following definition is added:

“Car” means a private passenger vehicle or truck with a gross vehicle weight of 20,000 lbs. or less. “Car” includes a trailer with a load capacity of 2,000 lbs. or less and permanently attached.

9. Under **Section I – Property**, Paragraph **A. Coverage, 2. Property Not Covered**, subparagraph **a.** is deleted and replaced with the following:

Aircraft, automobiles, motor trucks and other vehicles subject to motor vehicle registration, except as provided in the Hired Car Physical Damage Additional Coverage.

N. Identity Theft Expense

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. We will pay for “expenses” you incur as a direct result of any one “identity theft” that is first discovered by you during the policy period. Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others, against you is considered to be one “identity theft,” even if a series of acts continues into a subsequent policy period.
2. We will not pay for:
 - a. Expenses incurred due to any fraudulent, dishonest or criminal act by any insured, any person aiding or abetting any insured, or any authorized representative or agent of any insured, whether acting alone or in collusion with others;
 - b. Expenses incurred that are not related to the identity of an individual; or
 - c. Loss other than “expenses.”
3. This Additional Coverage does not apply to any expenses otherwise covered under the Unauthorized Business Card Use Additional Coverage.
4. We will not pay for incurred “expenses” until the covered “expenses” for any one “identity theft” exceed a deductible of \$250. Our obligation to pay for covered “expenses” will be reduced by this “Identity Theft” deductible.
5. The most we will pay under this Additional Coverage for the sum of all covered “expenses” arising out of all “identity theft” against you discovered during each separate 12 month policy period is the applicable Limit Of Insurance for Identity Theft Expense shown in the Schedule of this endorsement.
6. In the event covered “expenses” are incurred by you, within 60 days after our request, you must send us receipts, bills or other records that support your claim for “expenses” under this Additional Coverage.
7. Under Paragraph **H. Property Definitions**, and only with respect to this Additional Coverage, the following definitions are added:

“Expenses” mean:

- a. Costs for notarizing affidavits or similar documents attesting to fraud, required by financial institutions or similar credit grantors or credit agencies;
- b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors;
- c. Lost income resulting from time taken off work to:
 - (1) Complete fraud affidavits;
 - (2) Meet with or talk to law enforcement agencies, credit agencies or legal counsel up to a total payment of \$5,000, subject to a maximum of \$200 per day.
- d. Loan application fees for reapplying for a loan when the original application is rejected solely because the lender received incorrect credit information; and
- e. Reasonable attorneys’ fees to:
 - (1) Defend lawsuits brought against an Insured by merchants, financial institutions or collection agencies;
 - (2) Remove any criminal or civil judgments wrongly entered against an insured; or
 - (3) Challenge the accuracy or completeness of any information in a consumer credit report; or
- f. Reasonable fees for professional financial advice or professional credit advice.

“Identity theft” means the act of knowingly transferring or using, without lawful authority, a means of identification of an Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

O. Installation – Any Job Site and In Transit

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. We will pay for direct physical loss or damage to Business Personal Property caused by or resulting from a Covered Cause Of Loss while such Business Personal Property is:
 - a. At a job site or temporarily warehoused elsewhere:
 - (1) Awaiting and during installation;
 - (2) Awaiting and during tests; or
 - (3) Awaiting acceptance by the buyer; or
 - b. While in transit to or from such job site or temporary warehouse.
2. We will not pay for any loss or damage to:
 - a. Business Personal Property not a part of or destined to become part of the installation;
 - b. Tools; or
 - c. Contractors' equipment.
3. This Additional Coverage ends when the first of the following occurs:
 - a. Your interest in the Business Personal Property ceases;
 - b. The buyer accepts the Business Personal Property;
 - c. The Business Personal Property is put to use for its intended purpose; or
 - d. This policy is terminated.
4. The most we will pay under this Additional Coverage for loss or damage in any occurrence is the applicable Limit Of Insurance for Installation – Any Job Site And In Transit shown in the Schedule of this endorsement.

P. Loss Of Master Key

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. We will pay for the reasonable and necessary cost you incur to:
 - a. Replace keys;
 - b. Adjust locks to accept new keys; or
 - c. If required, install new locks,due to direct physical loss or damage to a master key or grand master key caused by or resulting from a Covered Cause of Loss.
2. The most we will pay under this Additional Coverage in any one occurrence at the described premises is the applicable Limit Of Insurance for Loss of Master Key shown in the Schedule of this endorsement.

Q. Mobile Communication Property

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. We will pay for direct physical loss or damage to “mobile communication property” caused by or resulting from a Covered Cause of Loss.
2. The “mobile communication property” may be located anywhere in the world, except to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.
3. This Additional Coverage does not apply to “mobile communication property” at, or within 1,000

feet of, the premises described in the Declarations.

4. We will not pay for loss or damage under this Additional Coverage unless the amount exceeds the Mobile Communication Deductible amount of \$2,500 in any one occurrence or the Mobile Communication Deductible amount shown in the Declarations, whichever is greater.
5. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the Limit Of Insurance for Mobile Communication Property shown in the Schedule of this endorsement.
6. In **Section I – Property**, Paragraph **H. Definitions**, and only with respect to this Additional Coverage, the following definition is added:

“Mobile communication property” means cellular telephones, laptop computers, pagers, personal digital assistants, mobile hand held global positioning systems and other hand held communication devices.

R. Money And Securities

In **Section I – Property**, Paragraph **G. Optional Coverages, 2. Money And Securities**, subparagraph **c.** is deleted and replaced with the following:

1. The most we will pay under this Optional Coverage in any one occurrence for loss of or damage to “money” and “securities” while:
 - a. In or on the described premises; or
 - b. Within a bank or savings institution,is the applicable Limit Of Insurance for Money And Securities - Inside The Premises shown in the Schedule of this endorsement.
2. The most we will pay under this Optional Coverage in any one occurrence for loss or damage to “money” and “securities” while located anywhere within the Coverage Territory, other than paragraph 1. above, is the Limit Of Insurance for Money And Securities - Outside The Premises shown in the Schedule of this endorsement.
3. Under **Section I – Property**, Paragraph **B. Exclusions**, and only with respect to this Optional Coverage, the following exclusion is added:

We will not pay for loss or damage to "money" and "securities" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution to a:

- a. Person (other than a messenger); or
 - b. Place,
- outside those premises.

S. Newly Acquired Or Constructed Property – Buildings

1. In **Section I – Property**, Paragraph **A. Coverage, 6. Coverage Extensions, a. Newly Acquired or Constructed Property**, subparagraph **(1) Buildings**, the last sentence is deleted and replaced with the following:

The most we will pay under this Coverage Extension for loss or damage in any one occurrence is the applicable Limit Of Insurance for Newly Acquired Or Constructed Property – Buildings shown in the Schedule of this endorsement.
2. In **Section I – Property**, Paragraph **A. Coverage, 6. Coverage Extensions, a. Newly Acquired or Constructed Property**, subparagraph **(3)(b) of Period of Coverage** is deleted and replaced with the following:

“180 days expire after you acquire the property or begin construction of that part of the building that would qualify as Covered Property”.

T. Newly Acquired Or Constructed Property – Business Personal Property

1. In **Section I – Property**, Paragraph **A. Coverage**, **6. Coverage Extensions**, **a. Newly Acquired or Constructed Property**, the last paragraph of subparagraph **(2) Business Personal Property** is deleted and replaced with the following:

The most we will pay under this Coverage Extension for loss or damage in any one occurrence is the applicable Limit Of Insurance for Newly Acquired Or Constructed Property – Business Personal Property shown in the Schedule of this endorsement.

2. Under **Section I – Property**, Paragraph **A. Coverage**, **6. Coverage Extensions**, **a. Newly Acquired or Constructed Property**, subparagraph **(3)(b) of Period of Coverage** is deleted and replaced with the following:

“180 days expire after you acquire the property or begin construction of that part of the building that would qualify as Covered Property”.

U. Newly Acquired Or Constructed Property – Business Income

In **Section I – Property**, Paragraph **A. Coverage**, **6. Coverage Extensions**, the following is added:

1. You may extend your business income coverage to apply to property at any location you acquire.
2. Insurance under this Coverage Extension for each newly acquired location will end when any of the following first occurs:
 - a. This policy expires;
 - b. 180 days expire after you acquire the location; or
 - c. You report the values to us.
3. We will charge you additional premium for values reported from the date you acquire the property.
4. The most we will pay under this Coverage Extension for loss of Business Income in any one occurrence is the Limit Of Insurance for Newly Acquired Or Constructed Property – Business Income shown in the Schedule of this endorsement.

V. Ordinance Or Law – Demolition Cost

In **Section I – Property**, Paragraph **A. Coverage**, **5. Additional Coverages**, the following is added:

1. With respect to a building that has sustained covered direct physical loss or damage, we will pay for the cost to demolish and clear the site of the undamaged parts of the same building, if an “ordinance or law” requires the demolition of such undamaged property.
2. The most we will pay under this Additional Coverage is the Limit Of Insurance for Ordinance Or Law – Demolition Costs shown in the Schedule of this endorsement.
3. This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such exclusion would conflict with the provisions of this Additional Coverage.
4. Under Paragraph **H. Property Definitions**, and for the purpose of this Additional Coverage, the following definition is added:
 - a. “Ordinance or law” means an ordinance or law that regulates the demolition, construction or repair of buildings and establishes zoning or land use requirements applicable to the described premises, provided such ordinance or law is in effect at the time of loss or damage.
 - b. “Ordinance or law” does not include enforcement of or compliance with any ordinance or law that requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by “pollutants” or due to the presence, growth, proliferation, spread

or activity of “fungi”, wet rot or dry rot, or the costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of “pollutants”, “fungi”, wet rot or dry rot.

W. Ordinance Or Law – Increased Cost Of Construction

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, Paragraph **I. Increased Cost of Construction** is deleted and replaced with the following:

1. With respect to a building that has sustained covered direct physical loss or damage, we will pay the increased cost to:
 - a. Repair or reconstruct the damaged portions of that building; or
 - b. Reconstruct or remodel the undamaged portions of that building, whether or not demolition is required,

when the increased cost is a consequence of a requirement to comply with the minimum standards of an “ordinance or law”.
2. We will not pay under this Additional Coverage:
 - a. until the property is actually repaired or replaced, at the same or another premises; and
 - b. unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed 2 years. We may extend this period in writing during the two years.
3. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under this Additional Coverage is the lesser of:
 - a. the increased cost of construction at the same premises; or
 - b. the Limit Of Insurance for Ordinance Or Law – Increased Cost Of Construction shown in the Schedule of this endorsement.
4. This Additional Coverage applies only if:
 - a. the restored or remodeled building is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law; and
 - b. the building is repaired, reconstructed or remodeled.
5. **Paragraph E.5.d. Loss Payment Property Loss Condition** does not apply to this Additional Coverage.
6. The most we will pay under this Additional Coverage is the Limit Of Insurance for Ordinance Or Law – Increased Cost Of Construction shown in the Schedule of this endorsement.
7. Under Paragraph **H. Definitions**, and for the purposes of this Additional Coverage, the following definition is added:
 - a. “Ordinance or law” means an ordinance or law that regulates the demolition, construction or repair of buildings and establishes zoning or land use requirements applicable to the described premises, provided such ordinance or law is in effect at the time of loss or damage.
 - b. “Ordinance or law” does not include enforcement of or compliance with any ordinance or law that requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by “pollutants” or due to the presence, growth, proliferation, spread or activity of “fungi”, wet rot or dry rot, or the costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of “pollutants”, “fungi”, wet rot or dry rot.

8. This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such exclusion would conflict with the provisions of this Additional Coverage.
9. When direct physical loss or damage is caused by or results from both a Covered Cause Of Loss and an excluded peril, this Additional Coverage will not include the Ordinance or Law costs attributable to the excluded peril. Instead, this Additional Coverage will be based on that portion of such costs equal to the proportion that the covered direct physical loss or damage bears to the total direct physical loss or damage, not including Ordinance Or Law costs, unless the "ordinance or law" applies solely to that portion of the Building that suffered the covered direct physical loss or damage

X. Outdoor Signs

In **Section I – Property**, Paragraph **G. Optional Coverages, 1. Outdoor Signs**, subparagraph **(d)** is deleted and replaced with the following:

The most we will pay under this Optional Coverage for loss or damage in any one occurrence is the applicable Limit Of Insurance for Signs shown in the Schedule of this endorsement.

Y. Paved Surfaces

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. We will pay for direct physical loss or damage to paved surfaces, including sidewalks and parking lots, at the described premises caused by or resulting from a Covered Cause Of Loss.
2. This Additional Coverage does not apply to loss or damage caused by or resulting from tree roots, freezing, thawing or deterioration.
3. The most we will pay under this Additional Coverage for loss or damage in any one occurrence at the described premises is the Limit Of Insurance for Paved Surfaces shown in the Schedule of this endorsement.

Z. Personal Property Off-Premises

In **Section I – Property**, Paragraph **A. Coverage, 6. Coverage Extensions, b. Personal Property Off-premises** is deleted and replaced with the following:

1. You may extend the insurance provided by this policy to apply to your Covered Property while it is in the course of transit or while at unspecified premises.
2. This Coverage Extension does not apply to "money" or "securities".
3. The most we will pay under this Coverage Extension for loss or damage in any one occurrence is the Limit Of Insurance for Personal Property Off-premises shown in the Schedule of this endorsement.

AA. Pollutant Clean up And Removal

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the last paragraph under paragraph **h. Pollutant Clean-up And Removal** is deleted and replaced with the following:

The most we will pay for each location under this Additional Coverage for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy is the Limit Of Insurance for Pollutant Clean-up And Removal shown in the Schedule of this endorsement.

BB. Precious Metals

In **Section I – Property**, Paragraph **A. Coverage, 4. Limitations**, subparagraph **c. (2)** is deleted and replaced with the following:

The most we will pay for loss or damage in any one occurrence for precious metals, including bullion, gold, silver, platinum and other precious alloys and metals not incorporated into jewelry is the Limit Of Insurance for Precious Metals shown in the Schedule of this endorsement. This Limitation applies only to loss or damage by theft.

CC. Preparation Of Loss Fees

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. We will pay the reasonable and necessary:
 - a. Expenses we require you to incur after direct physical loss or damage by a Covered Cause Of Loss to Covered Property to determine the extent of such loss or damage; and
 - b. Expenses and fees incurred following covered loss or damage to certify your loss of Business Income or Extra Expense.
2. This Additional Coverage does not apply to any expenses you incur for any:
 - a. Insurance adjuster, consultant or attorney; or
 - b. Of your subsidiaries or affiliates.
3. The most we will pay under this Additional Coverage in any one occurrence is the Limit Of Insurance for Preparation Of Loss Fees shown in the Schedule of this endorsement.

DD. Refrigeration Breakdown Expense – Vehicles

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. We will pay for the necessary “refrigeration expenses” you incur to avoid the imminent spoilage of your refrigerated product due to the sudden and accidental breakdown of refrigerated equipment while on transporting conveyances you own or lease.
2. Under **Paragraph H. Property Definitions**, and only for the purposes of this Additional Coverage, the following definition is added:
3. “Refrigeration expense” means:
 - a. Expenses to dispatch a replacement vehicle, including the additional wages of the driver of that replacement vehicle;
 - b. Wages for laborers to unload the disabled vehicle and reload the replacement vehicle; and
 - c. Expenses for temporary storage of product in cold storage facilities while awaiting disposition of the product.
4. The most we will pay under this Additional Coverage for all refrigeration expenses in any one occurrence is the applicable Limit Of Insurance for Refrigeration Breakdown Expense – Vehicles shown in the Schedule of this endorsement.

EE. Reward Coverage

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. This insurance is extended to apply to a reward for information leading to a felony conviction arising out of loss or damage to Covered Property caused by or resulting from arson, larceny, burglary or vandalism.
2. The most we will pay for this Additional Coverage is 25% of the covered loss or damage, not to exceed the Limit Of Insurance for Reward Coverage shown in the Schedule of this endorsement.

FF. Temperature Or Humidity Change

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. We will pay for direct physical loss or damage to “perishable stock” at the described premises caused by or resulting from:
 - a. a change in temperature or humidity resulting from:
 - (1) “Mechanical breakdown”; or

- (2) Failure of:
 - (a) Stationary heating units; or
 - (b) Refrigerating, cooling or humidity control apparatus or equipment;
 - only while such units, equipment or apparatus are at the described premises;
 - b. Complete or partial failure of electrical power on the described premises. Such failure of power must be due to conditions beyond your control; or
 - c. The sudden and accidental discharge, dispersal, seepage, migration, release or escape of a refrigerant.
2. This Additional Coverage does not apply to “perishable stock”:
- a. That is a vegetated roof;
 - b. In the open; or
 - c. In vehicles.
3. Under Paragraph **E. Property Loss Conditions**, and only with respect to this Additional Coverage, the following is added under Loss Payment:
- “Finished perishable stock” is valued at your selling price, less any discounts and expenses you otherwise would have had.
4. This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, Utility Services Exclusion or the Mechanical Breakdown Exclusion to the extent that such exclusions would conflict with the provisions of this Additional Coverage.
5. Under **Section I – Property**, Paragraph **B. Exclusions**, and only with respect to this Additional Coverage, the following exclusion is added:
- We will not pay for loss or damage caused by or resulting from the:
- a. Disconnection of any of the following systems from the source of power:
 - (1) Refrigeration;
 - (2) Cooling; or
 - (3) Humidity control;
 - b. Loss of electrical power caused by shutting off of any switch or other device used to control the flow of electrical power or current.
 - c. Inability of an electrical utility company, your stationary heating system, or any other power source to provide sufficient heat or power due to:
 - (1) Lack of fuel;
 - (2) Lack of capacity to make enough heat or power; or
 - (3) An order of government authority.
 - d. Faulty operation of equipment or failure of equipment.
6. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the applicable Limit Of Insurance for Temperature or Humidity Change shown in the Schedule of this endorsement.
7. Under **Section I – Property**, Paragraph **H. Property Definitions** and only for the purposes of this Additional Coverage, the following definitions are added:
- “Finished perishable stock” means “perishable stock” which you have manufactured which is in its

completed state and ready for sale. "Finished perishable stock" does not mean "perishable stock" that you have manufactured which is in its completed state and ready for sale on the premises of any retail outlet.

"Mechanical breakdown" means:

- a. Breaking or separation of any mechanical part(s), other than gas pipes or lines; or
- b. Burning out of any electrical motor servicing unity; and
requiring replacement of the damaged parts to become functional.

"Mechanical breakdown" does not mean faulty operation or failure of equipment which results in temperature change but does not require replacement of broken parts.

"Perishable stock" means personal property:

- a. Maintained under controlled conditions for its preservation; and
- b. Susceptible to direct physical loss or damage if the controlled conditions change.

GG.Unauthorized Business Card Use

In **Section I – Property**, Paragraph **A. Coverage, 5. Additional Coverages**, the following is added:

1. We will pay for:
 - a. Your loss of "money"; or
 - b. Charges and costs you incur, that result directly from the unauthorized use of credit, debit or charge cards issued in your business name, including funds transfer cards, charge plates, or telephone cards.
2. The most we will pay under this Additional Coverage in any one occurrence is the applicable Limit Of Insurance for Unauthorized Business Card Use shown in the Schedule of this endorsement.

HH.Utility Services – Direct Damage

In **Section I – Property**, Paragraph **A. Coverage, 6. Coverage Extensions**, the following is added:

1. We will pay for direct physical loss or damage to Covered Property caused by or resulting from the interruption of utility service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause Of Loss to "property of a utility" not on the described premises.
2. This Coverage Extension is not subject to the terms of the Utility Services Exclusion, to the extent that such exclusion would conflict with the provisions of this Coverage Extension.
3. Under Paragraph **H. Property Definitions**, the following is added:

"Property of a utility" means property owned or leased by a utility and used to provide the described premises with:

 - a. Water supply
 - b. Communication supply; or
 - c. "Power supply
services.
4. The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is the Limit Of Insurance for Utility Services – Direct Damage shown in the Schedule of this endorsement.

II. Utility Services – Business Income And Extra Expense

In **Section I – Property**, Paragraph **A. Coverage**, **6. Coverage Extensions**, the following is added:

1. We will pay for the actual loss of Business Income you sustain and Extra Expense you incur due to the suspension of your “operations” at the described premises during the “period of restoration”. The suspension of your “operations” must be caused by or result from the interruption of water supply, communication supply or power supply services to the described premises caused by or resulting from direct physical loss or damage by a Covered Cause of Loss to “property of a utility”.

2. In **Section I – Property**, Paragraph **H. Property Definitions**, the following definitions are added:

“On-line access” means:

- a. Accessing information available to third parties; or
- b. Making information available to third parties,

Via computer or other electronic system.

“Overhead communication, transmission or distribution equipment” means:

- a. Overhead communication, transmission or distribution lines;
- b. Overhead transformers; or
- c. Other similar overhead communication, transmission or distribution equipment.

“Property of a utility” means property owned or leased by a utility and used to provide the described premises with:

- a. Water supply;
- b. Communication supply; or
- c. Power supply,

services.

“Property of a utility” does not mean:

- a. Property located at the premises of a vendor that provides you with “on-line access” services; or
- b. “Overhead communication, transmission or distribution equipment”, unless a Limit Of Insurance for Utility Services – Business Income And Extra Expense - Overhead Lines is shown in the Schedule of this endorsement.

3. In **Section I – Property**, Paragraph **H. Property Definitions**, and only for the purposes of this Coverage Extension, the definition of “Period Of Restoration” is deleted and replaced by the following:

“Period of restoration” means the period of time that:

a. Begins:

- (1) 12 consecutive hours after the time of direct physical loss or damage to “property of a utility” for loss of Business Income; or
- (2) Immediately after the time of direct physical loss or damage to “property of a utility” for Extra Expense,

Caused by or resulting from a Covered Cause Of Loss; and

b. Ends on the earlier of:

- (2) The date when the “property of a utility” should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (3) The date when business is resumed at a new permanent location.

The expiration date of this policy will not cut short the “period of restoration”.

4. The definition of Business Income contained in the Business Income Additional Coverage and the definition of Extra Expense contained in the Extra Expense Additional Coverage applies to this Utility Services – Business Income And Extra Expense Coverage Extension.
5. We will not pay for any reduction in business income or extra expense after the relevant utility service(s) has been restored to the described premises.
6. The most we will pay under this Coverage Extension in any one occurrence at the described premises is the applicable Limit Of Insurance for Utility Services – Business Income And Extra Expense shown in the Schedule of this endorsement.
7. If a Limit Of Insurance for Utility Services – Business Income And Extra Expense – Overhead Lines is shown in the Schedule of this endorsement, then the most we will pay in any one occurrence for loss of Business Income you sustain and Extra Expense you incur due to the suspension of your “operations” caused by or resulting from loss or damage to “overhead communication, transmission or distribution equipment” is the Utility Services – Business Income And Extra Expense - Overhead Lines Limit Of Insurance shown in the Schedule of this endorsement. Any payment we make for Utility Services – Business Income And Extra Expense - Overhead Lines will reduce the Limit Of Insurance for Utility Services – Business Income And Extra Expense shown in the Schedule of this endorsement.

III. OTHER ENHANCEMENTS

A. Extended Business Income

In **Section I – Property, Paragraph A. Coverage, 5. Additional Coverages, f. Business Income**, subparagraph (ii) of **(2) Extended Business Income** is deleted and replaced with the following:

1. Ends on the earlier of the:
 - a. Date you could restore your “operations”, with reasonable speed to the level which would generate the Business Income amount that existed if no direct physical loss or damage had occurred; or
 - b. Number of consecutive days shown in the Schedule of this endorsement, beginning with the date the property, except finished stock, is actually repaired, rebuilt or replaced and “operations” are resumed.

B. Green Standards

In **Section I – Property, Paragraph E. Property Loss Conditions, 5. Loss Payment**, the following is added:

1. Subject to the applicable Limit Of Insurance, if you repair or replace Covered Property, the valuation will include the necessary and incurred expenses to:
 - a. hire professionals accredited pursuant to “green standards” to participate in the repair or replacement of Covered Property;
 - b. register and certify the repaired or replaced Covered Property pursuant to “green standards”;
 - c. dispose of debris, certified pursuant to “green standards”, at recycling facilities, if such debris can be recycled; and
 - d. ventilate the repaired or replaced Covered Property in a manner consistent with “green standards”.
2. When direct physical loss or damage is caused by or results from both a Covered Cause Of Loss and an excluded peril, the valuation will not include “green standards” costs attributable to the excluded peril. Instead, the valuation will be based on that portion of such costs equal to the proportion that the covered direct physical loss or damage bears to the total direct physical loss or damage, not including

“green standards” costs, unless the “green standards” apply solely to that portion of the Covered Property that suffered the covered direct physical loss or damage.

3. This Green Standards Loss Payment provision:

a. does not include any increase in costs, loss or damage:

- (1)** to clean up or remove “pollutants” from land, water or air, either inside or outside of a building;
- (2)** to clean up, remove, restore or replace Covered Property because of the presence, growth, proliferation, spread or activity of “fungi”, wet rot or dry rot;
- (3)** to clean up, remove, restore or replace polluted land, water or air either inside or outside of a building; or
- (4)** attributable to any “green standards” you did not comply with before the loss, regardless of when such “green standards” became effective.

b. does not apply to:

- (1)** loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination;
- (2)** Limited Coverage for “Fungi”, Wet Rot or Dry Rot Additional Coverage or the Pollutant Clean Up Or Removal Additional Coverage; or
- (3)** “Stock”.

4. In Section I – Property, Paragraph H. Property Definitions, the following definition is added:

“Green standards” means:

- a.** The LEED^R Green Building Rating System™ of the United States Green Building Council;
- b.** Requirements of the Green Globes^R Assessment And Rating System of the Green Building Initiative;
- c.** Energy Star^R qualified requirements; or
- d.** Other site development, water savings, energy efficiency, materials or equipment selection and other environmental quality standards for the design and construction of property.

C. Marring And Scratching Exclusion Removed

In **Section I – Property**, paragraph **B. Exclusions**, subparagraph **2.L (7) Other Types Of Loss** is deleted and replaced with the following:

7. The following causes of loss to personal property:

- (a)** Dampness or dryness of atmosphere; or
- (b)** Changes in or extremes of temperature.

D. Ordinary Payroll

In **Section I – Property**, Paragraph **A. Coverage**, **5. Additional Coverage**, **f. Business Income**, subparagraph **(b)** is deleted and replaced with the following:

1. We will only pay for:

- a.** the loss of Business Income that you sustain during the “period of restoration” and that occurs within 12 consecutive months after the date of direct physical loss or damage; and
- b.** ordinary payroll expenses for the number of days shown for Ordinary Payroll in the Schedule of this endorsement, following the date of direct physical loss or damage, unless a greater number of days is shown in the Declarations.

E. Removal Of Insurance-to-Value Provision

In **Section I – Property**, Paragraph **E. Property Loss Conditions, 5. Loss Payment**, subparagraphs **d. (1) (a)** and **d. (1) (b)** are deleted and replaced with the following:

1. At replacement cost without deduction for depreciation, subject to the following:
 - a. We will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (1) The Limit of Insurance under **Section I – Property** that applies to the lost or damaged property;
 - (2) The cost to replace, on the same premises, the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
 - (3) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.
2. If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.

F. Seasonal Increase

In **Section I – Property**, Paragraph **C. Limits of Insurance, 5. Business Personal Property Limit – Seasonal Increase**, subparagraph **a. (2)** of is deleted and replaced with the following:

The Seasonal Increase percentage shown in the Schedule of this endorsement applies if no Business Personal Property – Seasonal Increase percentage is shown in the Declarations.

IV. OTHER PROVISIONS

A. Business Income and Extra Expense Exclusions

In **Section I – Property**, Paragraph **B. Exclusions, 5. Business Income and Extra Expense Exclusions**, paragraph **a.**, the following is added:

1. We will not pay for:

Business Income Loss or Extra Expense caused by or resulting from direct physical loss or damage to property described in **Section I – Property**, Paragraph **A. Coverage, 2. Property Not Covered**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS POLICY CHANGES

THIS ENDORSEMENT FORMS A PART OF THE POLICY NUMBERED BELOW.

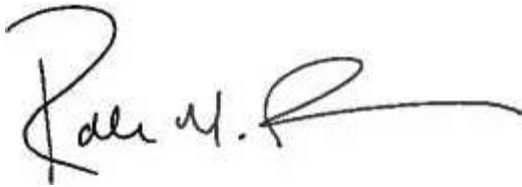
POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
D02010070	10-08-2025	ACE Property And Casualty Insurance Company
NAMED INSURED		AUTHORIZED REPRESENTATIVE
BLACKBERG GROUP, LLC		Robert M. Poliseno
CHANGES		
ADD: (Primary and Non-contributory (Specified Name) Insured #1 Cook County Government) ADD: (Notice of Cancellation Cook County Government 161 N Clark St 2300, Chicago, Illinois 60601 Number Of Days 30) (ADD: Waiver of Subrogation Change Cook County Government)		

POLICY AMOUNT AND PREMIUM ADJUSTMENT					
Coverage Description	Limits Of Insurance		Premiums		Add'l Premium Return Premium
	Previous Limit Of Insurance	New Limit Of Insurance	Previous Premium	New Premium	

OPTIONAL COVERAGES			
The following optional coverages are added under this policy when designated by an "X" in the box(es) shown below.			Add'l Premium
			Return Premium
		Limits Of Insurance	
	Outdoor Signs (Location#1)	\$	\$
	Burglary and Robbery (Named Peril Endorsement only)	\$	Inside the Premises
		\$	Outside the Premises
	Or		
	Money and Securities	\$	Inside the Premises
		\$	Outside the Premises
	Equipment Breakdown (Location #1, Building #1)	\$	\$



TOTAL PREMIUM ADJUSTMENTS	
PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE	
ADDITIONAL	RETURN
\$ 115	\$
REMOVAL PERMIT	If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.



Authorized Representative Signature

**PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE
REQUIRED BY WRITTEN CONTRACT**

Named Insured BLACKBERG GROUP, LLC			Endorsement Number BOP434890714
Policy Symbol SER	Policy Number D02010070	Policy Period 09-22-2025 TO 09-22-2026	Effective Date of Endorsement 10-08-2025
Issued By (Name of Insurance Company) ACE PROPERTY AND CASUALTY INSURANCE COMPANY			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS COVERAGE FORM

<p>Schedule:</p> <p>Name of Person or Organization: University System, The Texas A&M University System, and Texas A&M ATTN: Procurement Services</p> <p>(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)</p>
<p>Schedule:</p> <p>Name of Person or Organization: Cook County Government</p> <p>(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)</p>

SECTION III – COMMON POLICY CONDITIONS, Condition H. **Paragraph 4. OTHER INSURANCE**, is amended to add the following, which applies to Business Liability Coverage only:

If the insured has entered into a written contract that specifically requires that this insurance apply on a primary, non-contributory basis, then this insurance will be primary and non-contributory.

However, this endorsement only applies if all of the following conditions have been met:

1. The person or organization listed in the schedule or Declarations (as applicable) is an additional insured under this policy;

2. The "occurrence" resulted solely from operations performed by you or on your behalf under the written contract referred to above; and
3. The written contract is in effect before the "occurrence" giving rise to a claim or "suit" first takes place.

When this endorsement applies, the most we will pay is the lesser of the limit of insurance required by the written contract or the limits of insurance of this policy.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

BUSINESSOWNERS LIABILITY ENHANCEMENTS ENDORSEMENT

Named Insured BLACKBERG GROUP, LLC			Endorsement Number BOP47635a0716
Policy Symbol SER	Policy Number D02010070	Policy Period 09-22-2025 to 09-22-2026	Effective Date of Endorsement 10-08-2025
Issued By (Name of Insurance Company) ACE Property And Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

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This endorsement modifies the coverages provided under the Businessowners Coverage Form.

Notwithstanding anything to the contrary, the provisions of the Businessowners Coverage Form apply, except as provided in this endorsement. The titles of the various paragraphs of this endorsement are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

A. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND BONDS TO APPEAL JUDGMENTS - NO SUBLIMIT

In **Section II - Liability**, Paragraph **A. Coverages, 1. f. Coverage Extension – Supplementary Payments**, subparagraphs **(1)(b) and (c)** are replaced by the following:

- (b)** The cost of bail bonds, but only for bond amounts within the available limit of insurance. We do not have to furnish these bonds.

(c) The cost of bonds to appeal judgments or release attachments, but only for amounts within the available limit of insurance. We do not have to furnish these bonds.

B. MEDICAL EXPENSES – THREE YEARS TO REPORT EXPENSES

In **Section II – Liability**, Paragraph **A. Coverages, 2. Medical Expenses**, subparagraph **a.(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

C. NON-OWNED WATERCRAFT UNDER 55 FEET

In **Section II - Liability**, Paragraph **B. Exclusions**, subparagraph (2) of Exclusion **1.g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge;

D. NON-OWNED AIRCRAFT

In **Section II - Liability**, Paragraph **B. Exclusions**, the following exception is added to Exclusion **1.g. Aircraft, Auto or Watercraft in Section II – Liability**:

This exclusion does not apply to an aircraft you do not own provided:

1. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - EXCEPTION FOR EQUIPMENT LOANED OR RENTED TO THE INSURED

In **Section II - Liability**, Paragraph **B. Exclusions**, the following exception is added to Exclusion **1.k. Damage To Property**:

Paragraphs (3) and (4) of this exclusion do not apply to “property damage” to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.

F. WHO IS AN INSURED - SUBSIDIARIES OR NEWLY ACQUIRED OR FORMED ORGANIZATIONS

In **Section II - Liability**, Paragraph **C. Who is an Insured** is amended to include the following:

If there is no other insurance available, each of the following is also a Named Insured:

1. A subsidiary organization of the first Named Insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization; or
2. A subsidiary organization of the first Named Insured shown in the Declarations that the first Named Insured acquires or forms during the policy period, if at the time of loss the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization.

G. WHO IS AN INSURED - EMPLOYEES (INCLUDING CPR AND FIRST AID) AND VOLUNTEER WORKERS

In **Section II - Liability**, Paragraph **C. Who is an Insured**, Paragraph **2.a.** is replaced by the following:

2. Each of the following is also an insured:
 - a. Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or to any co-"employee" while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
- (b) To the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in Paragraph (a) above; or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in Paragraph (a) or (b) above.

With respect to "bodily injury" only, the limitations described in Paragraph **2.a.(1)** above do not apply to you or to your directors, managers, members, "executive officers", partners or supervisors as insureds. The limitations also do not apply to your "employees" as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee".

(2) "Property damage" to any property owned, occupied or used by you or by any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or by any of your "employees". This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner.

- b. Your "volunteer workers", but only while acting within the scope of their activities for you and at your direction.

H. ADDITIONAL INSUREDS

In **Section II - Liability**, Paragraph **C. Who is an Insured**, the following is added:

2. Each of the following is also an insured:

LESSOR OF LEASED EQUIPMENT

- e. Any person or organization from whom you lease equipment, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

MANAGERS OR LESSORS OF PREMISES

- f. Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any “occurrence” that takes place after you cease to be a tenant in such premises.
- (2) Structural alterations, new construction or demolition operations performed by or for such additional insureds.

VENDORS

- g. Any person or organization who is a vendor of “your products”, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the

insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) This insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to the liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraph (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

With respect to the insurance afforded to these vendors, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided by the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- (1) Required by the contract or agreement; or
- (3) Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This shall not increase the applicable Limits Of Insurance shown in the Declarations.

OTHER PERSONS OR ORGANIZATIONS PURSUANT TO CONTRACT OR AGREEMENT

- h.** Any persons or organizations that you are required by a contract or agreement to provide with such insurance as is afforded by this policy. However, such a person or organization is an insured only:
- (1)** To the extent such contract or agreement requires the additional insured to be afforded status as an insured; and
 - (2)** For activities that did not occur, in whole or in part, before the execution of the contract or agreement.

No person or organization is an insured under this provision:

- (1)** That is more specifically identified under any other provision of Paragraph **C. Who Is An Insured** (regardless of any limitation applicable thereto).
- (2)** With respect to any assumption of liability in a contract or agreement. This limitation does not apply to the liability for damages the additional insured would have in the absence of the contract or agreement.

However, the insurance afforded to such persons or organizations:

- (1)** Only applies to the extent permitted by law; and
- (2)** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

The following is added at the end of Paragraph **C. Who Is An Insured**:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

However, no person or organization is an insured with respect to the:

- a.** Ownership, maintenance or use of any assets; or
- b.** Conduct of any person or organization whose assets, business or organization;

any Named Insured acquires, either directly or indirectly, for any:

- (1)** "Bodily injury" or "property damage" that occurred; or
- (2)** "Personal and advertising injury" arising out of an offense first committed;

in whole or in part, before such acquisition is executed.

With respect to the insurance afforded to the persons or organizations described in Paragraphs **e.**, **f.**, and **h.** above, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance**:

The most we will pay on behalf of such person or organization is the amount of insurance:

- (1) Required by the contract or agreement; or
 - (2) Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.

This shall not increase the applicable Limits Of Insurance shown in the Declarations.

I. DAMAGE TO PREMISES RENTED TO YOU – \$1,000,000

In **Section II - Liability**, Paragraph **D. Liability and Medical Expenses Limits of Insurance**, Paragraphs **3.** and **4.** are deleted and replaced with the following:

- 3.** Subject to the **Liability And Medical Expenses Limits Of Insurance**, the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises while rented to you or while temporarily occupied by you with permission of the owner is \$1,000,000.

4. Aggregate Limits

The most we will pay for:

- a.** All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.
- b.** All:
 - (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Plus medical expenses;
 - (3) Plus all "personal and advertising injury" caused by offenses committed;is twice the Liability and Medical Expenses Limit.

The Limits of Insurance of Section II – Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

J. PER LOCATION GENERAL AGGREGATE LIMIT WITH COMBINED TOTAL AGGREGATE LIMIT

In **Section II - Liability**, Paragraph **D. Liability and Medical Expenses Limits of Insurance**, the following is added:

- 1.** Subject to the Combined Total Aggregate Limit shown in the Declarations, for the sum of all damages that the insured becomes legally obligated to pay for all "bodily injury" and "property damage" caused by "occurrences" under Paragraph **A.1.** Business Liability, and for all medical expenses caused by accidents under Paragraph **A.2.** Medical Expenses, which can be attributed only to a single "location":

- a. A separate Location General Aggregate Limit will apply to each "location", and that limit is equal to the Other than Products/Completed Operations Aggregate Limit shown in the Declarations.
 - b. The separate Location General Aggregate Limit is the most we will pay for the sum of all damages for "bodily injury" or "property damage" under Paragraph **A.1. Business Liability**, except in connection with "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Paragraph **A.2. Medical Expenses**, regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
 - c. Any payments made under Paragraph **A.1.** or under Paragraph **A.2. Medical Expenses** shall reduce the separate Location General Aggregate Limit for that "location". Such payments shall not reduce the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce the separate Location General Aggregate Limit for any other "location".
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations, such limits will be subject to the applicable separate Location General Aggregate Limit.
2. Subject to the Combined Total Aggregate Limit shown in the Declarations, for the sum of all damages that the Insured becomes legally obligated to pay for all "bodily injury" or "property damage" caused by occurrences under Paragraph **A.1. Business Liability** and for all medical expenses caused by accidents under Paragraph **A.2.**, which cannot be attributed only to operations at a single "location".
 - a. Any payments made under Paragraph **A.1. Business Liability** for damages or under Paragraph **A.2.** for medical expenses shall reduce the amount available under the Other Than Products/Completed Operations Aggregate Limit or the Products/Completed Operations Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce the separate Location General Aggregate Limit applicable to a single "location".
 3. Subject to the separate Location General Aggregate Limit and all other applicable limits, the Combined Total Aggregate Limit shown in the Declarations is the most we will pay for the combined sum of amounts described above, regardless of the number of "locations".
 4. Any payments we make for "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit regardless of the number of "locations", and not reduce the Other Than Products/Completed Operations Aggregate Limit nor the separate Location General Aggregate Limit applicable to a single "location."
 5. As used in this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
 6. The provisions of Paragraph **D. Liability and Medical Expenses Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

K. KNOWLEDGE/NOTICE OF OCCURRENCE

In **Section II - Liability**, Paragraph **E. Liability and Medical Expenses General Conditions, 2. Duties In the Event Of Occurrence, Offense, Claim or Suit** is amended to include the following:

- e. Knowledge of an “occurrence” or offense by an agent or “employee” of the insured will not constitute knowledge by the insured, unless an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee knows about such “occurrence” or offense. Failure of an agent or “employee” of the insured, other than an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee, to notify us of an “occurrence” or offense that such person knows about will not affect the insurance afforded to you.
- f. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such loss or claim.

L. BODILY INJURY, INCLUDING RESULTING MENTAL ANGUISH

In **Section II - Liability**, Paragraph **F. Liability and Medical Expenses Definitions**, paragraph 3. is deleted and replaced with the following:

3. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease.

M. COVERAGE TERRITORY, LIMITED WORLDWIDE

In **Section II - Liability**, Paragraph **F. Liability and Medical Expenses Definitions**, paragraph 4. is deleted and replaced by the following:

4. "Coverage territory" means all parts of the world.

However, “coverage territory” does not include any:

- a. “Bodily injury” or “property damage” that takes place or any offense committed outside of the United States of America (including its possessions and territories), Canada and Puerto Rico, unless the insured’s responsibility to pay damages is determined by a “suit” on the merits that is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico; or
- b. Injury or damage in connection with any “suit” brought outside the United States of America (including its possessions and territories), Canada and Puerto Rico.

N. PERSONAL INJURY, INCLUDING DISCRIMINATION, HARASSMENT AND SEGREGATION

In **Section II - Liability**, Paragraph **F. Liability and Medical Expenses Definitions**, paragraph 14. is amended to include the following:

- h. Discrimination, harassment or segregation based on a person’s age, color, national origin, race, religion or sex unless committed by or at the direction of any “executive officer”, director, stockholder, partner or member of the insured.

O. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

In **Section III – Common Policy Conditions**, Paragraph **C. Concealment, Misrepresentation or Fraud** is amended to include the following additional paragraph:

Unintentional failure of an “employee” of the insured to disclose a hazard or other material information will not violate this condition, unless an “executive officer” (whether or not an “employee”) of any insured knows about such hazard or other material information.

P. OTHER INSURANCE, INCLUDING PRIMARY PROVISION

In **Section III – Common Policy Conditions**, Paragraph **H. Other Insurance**, subparagraphs **2.** and **3.** are replaced by the following:

H. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this insurance, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when Paragraph 2 below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph 3 below.

2. Excess Insurance

a. This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder’s Risk, Installation Risk or similar coverage for “your work”;

(b) That is insurance that applies to “property damage” to premises rented to you or temporarily occupied by you with permission of the owner; or

(c) If the loss arises out of aircraft, “autos” or watercraft to the extent not subject to Exclusion g. of Section II.B. Exclusions, 1. Applicable to Business Liability Coverage; or

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.

b. When this insurance is excess, we will have no duty to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit.” If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance;

(2) The total of all deductible and self-insured amounts under all that other insurance.

- d. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not brought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Q. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

In **Section III – Common Policy Conditions**, Paragraph **K. Transfer of Rights of Recovery Against Others To Us**, subparagraph **2.** is replaced by the following:

2. Applicable to Businessowners Liability Coverage:

We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This paragraph does not apply to Medical Expenses Coverage.

All other terms and conditions of the policy remain unchanged.

**NOTICE OF CANCELLATION TO SCHEDULED PERSONS OR ORGANIZATIONS
(EXCEPT NON-PAYMENT OF PREMIUM)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM**

SCHEDULE

Person(s) Or Organization(s): The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System, and Texas A&M

Address: 1477 TAMU, College Station, TX 77842

Number Of Days Notice Of Cancellation: 30

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

The following condition is added to Section **III – Common Policy Conditions**:

NOTICE OF CANCELLATION TO SCHEDULED PERSONS OR ORGANIZATIONS (EXCEPT NON-PAYMENT OF PREMIUM)

When we cancel this policy for any reason, other than non-payment of premium, we will notify the person(s) or organization(s) shown in the Schedule at least the number of days shown in the Schedule in advance of the effective date of cancellation.

Any failure by us to notify such person(s) or organization(s) will not:

1. Impose any liability or obligation of any kind upon us; or
2. Invalidate such cancellation.

All other terms and conditions of this policy remain unchanged.

**NOTICE OF CANCELLATION TO SCHEDULED PERSONS OR ORGANIZATIONS
(EXCEPT NON-PAYMENT OF PREMIUM)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM**

SCHEDULE

Person(s) Or Organization(s): Cook County Government

Address: 161 N Clark St,2300, Chicago, Illinois 60601

Number Of Days Notice Of Cancellation: 30

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

The following condition is added to Section **III – Common Policy Conditions:**

NOTICE OF CANCELLATION TO SCHEDULED PERSONS OR ORGANIZATIONS (EXCEPT NON-PAYMENT OF PREMIUM)

When we cancel this policy for any reason, other than non-payment of premium, we will notify the person(s) or organization(s) shown in the Schedule at least the number of days shown in the Schedule in advance of the effective date of cancellation.

Any failure by us to notify such person(s) or organization(s) will not:

- 1.** Impose any liability or obligation of any kind upon us; or
- 2.** Invalidate such cancellation.

All other terms and conditions of this policy remain unchanged.

**POLICYHOLDER
DISCLOSURE NOTICE OF
TERRORISM INSURANCE
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% , OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$ 22
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

BLACKBERG GROUP, LLC
Print Name
2025-10-08
Date

ACE Property & Casualty Insurance Company
Insurance Company

SERVAD020100701X
Policy Number

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) \$ 22
Additional information, if any, concerning the terrorism premium:
SCHEDULE – PART II
Federal share of terrorism losses 80 % (Refer to Paragraph B. in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person(s) Or Organization(s):
The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System, and Texas A&M Cook County Government
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Subparagraph 2. of Paragraph K. **Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VIRGINIA EFFECTIVE TIME CHANGES –
REPLACEMENT OF 12 NOON**

This endorsement modifies the BUSINESSOWNERS COVERAGE FORM.

To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – POLICY PERIOD

Coverage under this policy begins at 12:01 A.M. (Standard Time) at the mailing address shown in the Declarations. However, to the extent that this policy replaces coverage in other policies terminating at 12:01 A.M. (Standard Time) on the inception date of this policy at the location of the property involved, coverage under this policy, at each location, becomes effective when such other coverage terminates.

EXHIBIT 5

Certification for Consulting or Auditing Services



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

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

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

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

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

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

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

SECTION 1: CONTRACTOR’S INFORMATION

COMPANY NAME: Blackberg Group

ADDRESS: 762 52nd St., Norfolk, VA 23508

TELEPHONE: 757-550-0676

CONTACT NAME: Emily Uhl

CONTACT EMAIL: Emily@BlackbergGroup.com

SECTION 2: AFFILIATE INFORMATION

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

AFFILIATE 1:

AFFILIATE 2:

AFFILIATE 3:

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: RFP 2408-07092
- b. The Contractor is providing the following type of Services: Auditing or Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:
Offices Under the President
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? Yes or No
If yes, please state the other Contract Number(s) and the Nature of Services.
-

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

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

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

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

- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.


Signature

Emily Uhl
Name (Type or Print)

President
Title

3/20/2025
Date

EXHIBIT 6

Electronic Payables 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, 161 N. Clark
Street, Suite 1900, Chicago, IL 60601.**

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:

3. 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.

4. 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.

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EXHIBIT 7

Minority and Women Owned Business Enterprise Commitment



MEMORANDUM

TO: Raffi Sarrafian, Chief Procurement Officer
 Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
 Jeanetta Cardine, Deputy Director
 Compliance Center of Excellence
 Center of Business Enterprise Development

Date: November 5, 2025 (**revised 11/10/2025**)

RE: Contract No: 2408-07092F
 Category I – Writing, Category II – Video and Design
 Office of the President
 Contractor: Blackberg Group, LLC
 Contract Value/NTE: \$50,000.00
 Contract Term: December 1, 2025 – November 30, 2027, with two (2) two-year options
 RFQ – Professional Services (Letter of Engagement)
 Contract Goal: 22% MWBE

Dear Mr. Sarrafian:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority-and Women-owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)*</u>
K.O. Strategies, LLC	WBE(CF)	Cook County	<u>22%</u>
		Total	22%

JC/vl

CC: Anneice Owens (OCPO)
 Cara Yi (President’s Office)

I. POLICY AND GOALS

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

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

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is 22% MBE/WBE.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

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

II. REQUIRED BID OR PROPOSAL SUBMITTALS

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

A. MBE/WBE Utilization Plan

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

1. Letter(s) of Intent

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

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

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

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

2. Letter(s) of Certification

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

- County of Cook
- City of Chicago

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

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

3. Joint Venture Affidavit

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

B. Petition for Reduction/Waiver

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

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

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

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

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

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this section should be directed to:
Office of the Chief Procurement Officer, Business Enterprise Development
Cook County
161 North Clark Street, Suite 2300
Chicago, Illinois 60601
(312) 603-5502

EXHIBIT 8

Identification of Subcontractors/Supplier/Subconsultant Form

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

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

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

Bid/RFP/RFQ No.: 2408-07092	Date: 25 March 2025
Total Bid or Proposal Amount: NTE \$50,000.00	Contract Title: Offices Under the President
Contractor: Blackberg Group	Subcontractor/Supplier/ Subconsultant to be added or substitute: K. O. Strategies
Authorized Contact for Contractor: Emily Uhl	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Kate O'Malley
Email Address (Contractor): emily@blackberggroup.com	Email Address (Subcontractor): kate@kostrategies.com
Company Address (Contractor): 762 52nd St.	Company Address (Subcontractor): 11828 S. Brookside Dr.
City, State and Zip (Contractor): Norfolk, VA 23508	City, State and Zip (Subcontractor): Palos Park, IL 60464
Telephone and Fax (Contractor): 757-550-0676	Telephone and Fax (Subcontractor): 312-307-4206
Estimated Start and Completion Dates (Contractor): 12/1/2025 to 11/30/2027	Estimated Start and Completion Dates (Subcontractor):

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Writing, Marketing, Video Production, and Media Communication Services	22% Total Contract Cost

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.**

Blackberg Group, LLC

Contractor	
Emily Uhl	
Name	
President	
Title	3/25/2025
Prime Contractor Signature	Date

Contract No. 2408-07092F
Offices Under the President Communications Support

EXHIBIT 9

Economic Disclosure Statement

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, 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.

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.

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

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

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

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

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

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
None	

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

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

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

Yes: No:

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:

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:

NONE

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 [X] Applicant or [] Stock/Beneficial Interest Holder

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

Identifying Information:

Name Blackberg Group, LLC
D/B/A: FEIN # Only: 92-3078994
Street Address: 762 52nd St.
City: Norfolk State: VA Zip Code: 23508
Phone No.: 757-550-0676 Fax Number: Email: emily@blackberggroup.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
[X] Other (describe) Limited Liability Company

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
Emily Uhl	762 52nd St, Norfolk, VA 23508	95%

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] 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
Emily Uhl	762 52nd St, Norfolk, VA 23508	President	
Leanne Reisz	6433 Cygnet Cr., Alexandria, VA 22307	Executive Vice President	

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

Emily Uhl

President

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

Title

Emily Uhl

3/17/2025

Signature

Date

Emily@blackberggroup.com

757-550-0676

E-mail address

Phone Number

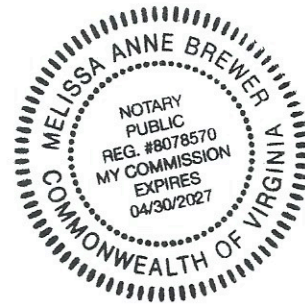
Subscribed to and sworn before me
this 17th day of March, 2025.

My commission expires: 4/30/2027

x *Melissa Anne Brewer*

Notary Public Signature

Notary Seal





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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> 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: Blackberg Group, LLC

Address of Person Doing Business with the County: 762 52nd St., Norfolk, VA 23508

Phone number of Person Doing Business with the County: 757-550-0676

Email address of Person Doing Business with the County: Emily@BlackbergGroup.com

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

Emily Uhl, President, emily@blackbergGroup.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: 2508-12101

2408-07092

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ NTE 50,000.00

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: _____

Anneice Owens, Lead Contract Negotiator, anneice.owens@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: _____

Cara Yi, Offices Under the President, cara.yi@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

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

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

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

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

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

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

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

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

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

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

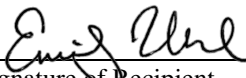
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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



 Signature of Recipient

25 March 2025

 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: 2408-07092

County Using Agency (requesting Procurement): Cook

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Blackberg Group, LLC

Substantial Owner Complete Name: Emily Uhl

FEIN# 92-3078994

Date of Birth: 0 [REDACTED]

E-mail address: Emily@BlackbergGroup.com

Street Address: 76 [REDACTED]

City: [REDACTED]

State: [REDACTED]

Zip: [REDACTED]

Home Phone: ([REDACTED]) [REDACTED] - [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:

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

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

IV. Request for Waiver or Reduction

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

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

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

V. Affirmation

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

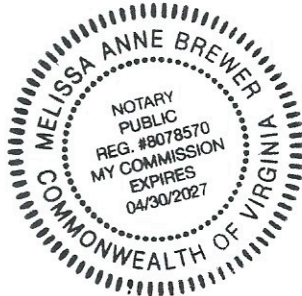
Signature: Emily Uhl Date: 3/17/2025

Name of Person signing (Print): Emily Uhl Title: President

Subscribed and sworn to before me this 17th day of March, 20 25

X Melissa Anne Brewer Notary Public Signature Notary Seal

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

Execution by Corporation

Corporation's Name	President's Printed Name and Signature
Telephone	Email
Secretary Signature	Date

Execution by LLC

Blackberg Group	<i>Emily Uhl</i> EMILY UHL <i>Emily Uhl</i>
LLC Name	*Member/Manager Printed Name and Signature
03/17/2025	757-550-0676, Emily@BlackbergGroup.com
Date	Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature
Date	Telephone and Email

Execution by Sole Proprietorship

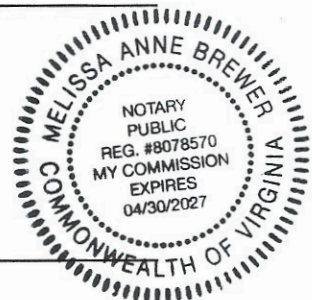
Printed Name Signature	Assumed Name (if applicable)
Date	Telephone and Email

Subscribed and sworn to before me this 17th day of March, 2025.

Melissa Anne Brewer
Notary Public Signature

My commission expires: 4/30/2027

Notary Seal



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

**SECTION 6
COOK COUNTY SIGNATURE PAGE**

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

Raffi Sarrafian
Digitally signed by Raffi Sarrafian
Date: 2026.01.05 15:57:36 -06'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

N/A

Assistant State's Attorney
(Required on contracts over \$1,000,000)

N/A

Date

CONTRACT TERM & AMOUNT

2408-07092F

Contract #

December 1, 2025 through November 30, 2027 two (2) additional two-year periods

Original Contract Term Renewal Options (If Applicable)

NTE \$50,000.00

Contract Amount

N/A

Cook County Board Approval Date (If Applicable)