

PUBLIC BUILDING COMMISSION OF CHICAGO



AGREEMENT
 CONTRACT NUMBER PS1826

WITH
 WILLIS OF ILLINOIS
 TO PROVIDE
 INSURANCE BROKERAGE SERVICES
 FOR

PUBLIC BUILDING COMMISSION OF CHICAGO
 50 WEST WASHINGTON
 CHICAGO, ILLINOIS

| Public Building Commission of Chicago | | |
|---------------------------------------|-------------------------------------|--|
| Scanned | <input checked="" type="checkbox"/> | File Original <input type="checkbox"/> Copy To |
| 01 PBC: | 14-06-09 | Mayor Richard M. Daley |
| 02 PMO: | | Chairman |
| 03 UAP: | | |
| 04 PROJECT No: | 60000 | |
| REC'D | NOV 17 2010 | Erin Lavin Cabonargi Executive Director |
| Authority 01- | | |
| Controls 02- | | |
| Procure 03- | | Richard J. Daley Center, Room 200 |
| Plan/Design 04- | | 50 West Washington Street |
| Construct 05- | | Chicago, Illinois 60602 |
| FFE 06- | | |
| CloseOut 07- | | |

www.pbcchicago.com

CN_PBC_GSB_PS1826 Ins Brokerage Svcs - 20100503

EXECUTION PAGE
INSURANCE BROKERAGE SERVICES
PUBLIC BUILDING COMMISSION OF CHICAGO
PS1826

THIS AGREEMENT effective as of October 1, 2010, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **Willis of Illinois** with offices at Willis Tower, 233 South Wacker Drive, Suite 2000, Chicago, Illinois 60606 (the "**Consultant**").

Background Information – Recitals:

Whereas, the Commission requires Insurance Brokerage services described in the Agreement, in connection with various PBC Projects and desires to retain the Consultant on the terms and conditions set forth in the Agreement to perform such Services. The Consultant desires to be so retained by the Commission and has represented to the Commission that the Consultant has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement.

Whereas, the Consultant has consulted with the Commission, and taken such other actions as the Consultant deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Services. The Consultant represents that it is qualified and competent by education, training and experience to provide Insurance Brokerage Services to complete the services in accordance with standards of reasonable professional skill and diligence.

Whereas, the Commission has relied upon the Consultant's representations in selecting the Consultant.

INSURANCE BROKERAGE SERVICES
PUBLIC BUILDING COMMISSION OF CHICAGO
PS1826

NOW THEREFORE, the parties agree on the terms and conditions that follow:

PUBLIC BUILDING COMMISSION OF CHICAGO

Richard M. Daley
Richard M. Daley
Chairman

Date: _____

ATTEST:

Edgwick Johnson
Edgwick Johnson - Secretary

Date: 11/15/2010

WILLIS OF ILLINOIS:

[Signature]
President

Date: 10/26/10

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: COOK

State of: ILLINOIS

Subscribed and sworn to before me by Brianne Taber and _____

on behalf of Consultant this 26 day of Oct., 2010.

Brianne Taber
Notary Public

My Commission expires:

(SEAL OF NOTARY)

Approved as to form and legality

[Signature]
Neal & Leroy, LLC

Date: 11-8-10



TERMS AND CONDITIONS

1. **Definitions.** The following phrases have the same meanings for purposes of this Agreement.

a. **Agreement** means this professional services agreement for Insurance Brokerage services, including all exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made in accordance with the terms hereof.

b. **Commission** as herein referred to shall include the Public Building Commission of Chicago, the Commission's Chairman, Secretary, Assistant Secretary, Executive Director, Director of Construction, Managing Architect, Project Manager, or designated consultant or consultants, acting on behalf thereof, as designated by the Commission in writing, for the purpose of giving authorizations, instructions, and/or approval pursuant to this Agreement.

c. **Contract Documents** consists of all of the component parts of the Contract between the Commission and the General Contractor for the construction and improvement of the Project including, without limitation, the general and special conditions, technical specifications, drawings, addenda, bulletins and modifications thereto.

d. **Consultant** means the company or other entity identified in this agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of this Agreement.

e. **Key Personnel** means those job titles and persons as identified in those positions as identified in Consultant's proposal and accepted by the Commission.

f. **Project** means the construction and/or improvement of the facility or facilities specified in this Agreement.

g. **Services** means, collectively, the services, duties and responsibilities that are necessary to allow the Consultant to provide the Services required by the Commission under this Agreement.

h. **Sub-consultant** means a firm hired by the Consultant to perform professional services related to the construction and/or improvement of the Project.

i. **Technical Personnel** as herein referred to include partners, officers and all other personnel of the Consultant, including technical typists assigned to the Project, exclusive of general office employees.

j. **User Agency** means the municipal corporation that requested the Commission to undertake the construction and/or improvement of the Project.

2. **Incorporation of Documents.** The documents identified below in this paragraph are hereby incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of each of such documents and will comply fully with all applicable portions thereof in performing the Services.

a. **Project Documents.** The plans and specifications for the Project, to the extent that plans and specifications for the Project have been prepared, as set forth and described in this Agreement (the "Project Documents").

b. **Policies Concerning MBE and WBE.** The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

3. **Engagement and Standards for Performing Services.**

a. **Engagement.** The Commission hereby engages the Consultant, and the Consultant hereby accepts such engagement, to provide the Services described in this agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Consultant.

b. **Performance Standard.** The Consultant represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing Insurance Brokerage professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. If in the course of performing the Services, Consultant identifies any condition, situation, issue or problem that may impact the performance of the Services, Consultant shall promptly provide notice to the Commission. The Consultant further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Agreement.

In as much as Consultant will be performing design services, Consultant acknowledges and agrees that Consultant is liable for any and all of its errors and omissions that may be found in the construction documents that are issued to bid for the construction of the Project.

c. Consultant's Personnel. Consultant must ensure 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 maintain current copies of any such licenses and provide these copies upon request by the Commission. Consultant remains responsible for the professional and technical accuracy of all Services furnished, whether by the Consultant or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.

d. Confidentiality. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of its Services. Consultant must at all times act in the best interests of the Commission and User Agency consistent with Consultant's professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission.

e. Independent Contractor. In performing the Services under this Agreement, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

f. Limitations on Sub-Consultants. Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

g. Failure to Meet Performance Standard. If the Consultant fails to comply with its obligations under the standards of the Agreement, the 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 Commission does not relieve Consultant of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant, either under the Agreement, at law or in equity.

h. Changes to the Services. The Commission may from time to time, request changes to the terms of the Agreement or in the Scope of Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement. The Commission shall not be liable for any changes absent such written amendment.

4. Duties and Obligations of Consultant

a. Nondiscrimination. The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq. the Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, inclusive and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant will furnish such reports and information as requested by the Commission and the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

b. Employment Procedures, Preferences and Compliances. Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act). The Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.

c. Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in paragraph 2 above, the Consultant agrees to use best efforts to utilize minority business enterprises for not less than twenty five percent (25%) for MBE and five percent (5%) for WBE of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning participation of minority business enterprises and women business enterprises on contracts awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

d. Delays. The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.

e. Records. The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.

f. Time of Essence. The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Consultant agrees to use its best efforts to expedite performance of the Services and performance of all other obligations of the Consultant under this Agreement and any other agreements entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.

g. Compliance with Laws. In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, including but not limited to, those referenced in subparagraphs (a) and (b) above and in the documents referred to in paragraph 2 of this Agreement.

h. Progress Meetings. Meetings to discuss the progress of the Project and/or to review the performance of the Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Consultant agrees to cause such meetings to be attended by appropriate personnel of the Consultant engaged in performing or knowledgeable of the Services.

i. Defects in Project. The Consultant shall notify the Commission immediately in the event the Consultant obtains knowledge of a defect in the Project or circumstances which could result in a Project delay or cost overrun.

5. Term.

a. The term of this Agreement is three (3) years with two (2) successive one (1) - year renewal options at the sole discretion of the Commission. The term of this Agreement shall begin upon the final execution of this Agreement, and, subject to the provisions of subparagraph (b) below, shall expire three (3) years after the effective date of this Agreement, or any renewal option period if exercised by the Commission.

b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Consultant at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Consultant from liability for the performance of any obligation of the Consultant under this Agreement performed or to have been performed by the Consultant on or before the effective date of termination or suspension. Provided the Consultant is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Consultant for any loss, cost or damage which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.

c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant shall

have the right to terminate this agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Consultant for periods up to the effective date of termination.

6. Compensation of Consultant; Reimbursement for Expenses. The Commission shall compensate the Consultant for the Services in the manner set forth Schedule C of this Agreement. In addition, the Commission shall, upon submission of detailed invoices by the Consultant, no more frequently than once every 30 days, and approval by the Commission of those invoices, reimburse the Consultant for all Reimbursable Expenses. As used in this paragraph, the term "Reimbursable Expenses" shall mean those expenses identified as such in this Agreement.

7. Rights and Obligations of Commission. In connection with the administration of the Project by the Commission and the performance of this Agreement by the Consultant, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

a. Information. The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.

b. Review of Documents. Subject to the provisions of subparagraph 4 (d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.

c. Site Data. To the extent the Commission determines to be necessary for the Consultant to perform the Services, the Commission may furnish, or may authorize the Consultant to obtain from a company or companies approved by the Commission as Reimbursable Expenses: (i) a certified survey of the site or sites; (ii) information concerning locations, dimensions and data pertaining to existing buildings and other improvements; (iii) title information; (iv) information concerning available service and utility lines; and (v) results of test borings and other information concerning subsoil conditions.

d. Tests and Reports. To the extent required for the Consultant to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports; however, the Commission may authorize the Consultant to procure such tests and reports from Sub-Consultants, which must be approved by the Commission. The costs of such Sub-Consultants shall be payable as Reimbursable Expenses.

e. Legal, Auditing and other Services. The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Project. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.

f. Designated Representatives. The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.

g. Ownership of Documents. All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services shall be the property of the Commission including copyrights.

h. Audits. The Commission shall have the right to audit the books of the Consultant on all subjects relating to the Project and/or the Services.

8. Indemnification of Commission. The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.

9. Insurance to be Maintained by Consultant. The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Public Building Commission of Chicago and the Consultant, insurance coverage as set forth in Schedule D of this agreement.

10. Default.

a. Events of Default. Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:

i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such

failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Consultant by the Commission;

ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;

iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;

iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

v. There shall be commenced any proceeding against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

b. Remedies. If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Consultant, in which event the Commission shall have no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

c. Remedies not Exclusive. No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

11. Disputes.

a. General. All disputes arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including without limitation questions concerning permissibility of compensation, and all claims for alleged breach of contract, shall be presented in writing to the Executive Director for final determination.

b. Procedure. Requests for determination of disputes will be made by the Consultant in writing specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the respective positions of the Consultant and the Project Manager; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identify any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. Consultant will promptly provide the Executive Director with a copy of the request for determination of the dispute. The Project Manager will have thirty (30) business days to respond in writing to the dispute by supplementing the submission or providing its own submission to the Executive Director. Failure by the Project Manager to respond will not be deemed to be an admission of any allegations made in the request for dispute resolution, but will be deemed to constitute a waiver of the opportunity to respond to such allegation(s), if any. The Executive Director's decision may thereafter be reached in accordance with such other information or assistance as she or he may deem reasonable, necessary or desirable.

c. Effect. The Executive Director's final decision will be rendered in writing no more than forty-five (45) business days after receipt of the response by the Project Manager was filed or was due unless the Executive Director notifies the Consultant that additional time for the decision is necessary. The Executive Director's decision will be conclusive, final, and binding on all parties. Consultant must follow the procedures set out in this Section and receive the Executive Director's final decision as a condition precedent to filing a complaint in the Circuit Court of Cook County or any other court.

The Consultant will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period. The Executive Director's written determination will be complied with pending final resolution of the dispute.

12. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this

Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project or the Services.

13. Assignment. The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.

14. Personnel. The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.

15. Relationship of Parties. The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an agreement of partnership, joint venture, or agency.

16. Miscellaneous.

a. Counterparts. This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.

b. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.

c. Force Majeure. Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.

d. Governing Law. This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.

e. No Waiver. The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.

f. Notices. All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.

g. Reimbursable Expenses. Reimbursable expenses includes those actual expenditures, as identified in Schedule C to this Agreement, which are made by the Consultant and payable by the Commission.

h. Severability. In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

i. Successors and Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

j. Consultant's Authority. Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the

signatures(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

SCHEDULES FOLLOW.

SCHEDULE A
SCOPE OF WORK
INSURANCE BROKERAGE SERVICES – PS1826

SCOPE OF SERVICES – PROPERTY / CASUALTY SERVICES

- I. The broker will provide the PBC with various insurance broker services and consulting services consisting of the following generalized categories and descriptions. Services will include, but are not limited to, the following:
- A. Property/Casualty Insurance Broker Services
1. Review and analyze operations and exposures;
 2. Prepare applications and other insurance policy specifications, and review with PBC prior to submitting information to underwriters;
 3. Design, market and implement coverage as follows at the most reasonable cost and broadest terms:
 - Liability (primary, excess, and umbrella);
 - Property;
 - Workers' Compensation;
 - Crime; and
 - Bonds.
 4. In collaboration with the PBC's Director of Risk Management, develop a plan to establish activities, deliverables, and other matters pertinent to the requested services;
 5. Identify those markets that are able to provide the insurance and services desired;
 6. Develop the specification package presenting the risk exposure and other information in a form acceptable to underwriters;
 7. Present insurance specifications to the marketplace, respond to underwriters' questions and provide additional information, if requested;
 8. Receive and analyze underwriters' quotations. Determine whether they adhere to the specifications and that the premium quoted is fair and reasonable within the marketplace. Negotiate any changes and refinements on terms and/or conditions to obtain the most beneficial and cost-effective coverage available;
 9. Submit insurance proposal to PBC's Director of Risk Management ninety (90) business days prior to expiration, or other timeline agreed to by the PBC Director of Risk Management, providing a cost analysis by line of coverage, a matrix comparison of PBC's insurance specifications with the insurance policies quoted, and a recommendation. Analysis must include copies of all policy forms and endorsements to be included in the issued policies;
 10. Place coverage upon PBC's approval;
 11. No later than five(5) business days prior to expiration, submit insurance binders to the PBC's Director of Risk Management that have been checked for coverage's terms, conditions, limits, deductibles, premiums, and carrier participation of each binder;
 12. Provide an insurance summary of each line of insurance coverage, including but not limited to, effective dates, policy limits, insuring agreements, exclusions, annual premium (including surplus lines tax and other fees) and exposure basis;
 13. Submit original (including surplus lines and stamping fees if applicable) policies and endorsements to the PBC within sixty (60) days of effective dates, or other timeline agreed to in writing by the PBC Director of Risk Management . Written report must be submitted for each policy bound outlining any

errors, discrepancies or other inconsistencies from the final proposal and/or binders. Deviation from this deadline must be approved by the PBC and must include the reason for the delay with a revised timetable for receipt of the outstanding policies. All policy changes and/or corrections must be processed within thirty (30) days;

14. Receive review, coordinate, process and monitor all claims, transmit all support documents to insurers, and assist in settlement and payment of all claims;
15. Establish claim-reporting procedures including contact personnel names and phone numbers. Identify a claim coordinator and provide appropriate forms and instructions for use. (Such forms must have mailing address of primary recipients printed on them);
16. Assist PBC with resolution of claim and coverage issues;
17. Report quarterly, unless agreed to differently, the number of claims open, claims closed and total incurred values;
18. Place additional related insurance coverage when necessary;
19. Negotiate endorsements to policies as necessary;
20. Assist PBC with contractual insurance, bonding and indemnification provisions upon request. Review contractual insurance requirement templates annually and assist with specific requirements on special projects as necessary;
21. Perform safety and loss control inspections when necessary;
22. Issue required certificates of insurance when necessary;
23. Review, validate and approve all premium invoices and billings regarding insurance policies and endorsements;
24. Provide immediate notice to the PBC of any change in key personnel during the term of the contract. Replacement personnel must be identified and have the same qualifications;
25. Supply the PBC's Director of Risk Management with a written letter each month that clearly identifies all open/pending items for each line of coverage;
26. Prepare and submit written reports to PBC's Risk Management Office, as requested;
27. Respondent must place all insurance on a fixed-fee basis without commission. A fee will be negotiated with a successful Respondent upon notice of contract award. Upon recommendation of placement of any coverage with a carrier, Respondent must disclose any commission, contingencies, wholesale arrangements or other form of compensation for the Respondent or any other entity that would be generated by the placement of the coverage with the recommended market. Any common ownership interest between the Respondent and other involved entities must be disclosed at time of placement recommendation; and
28. Be available to answer questions and provide assistance to the PBC seven days per week, twenty-four hours a day should an emergency arise. Mobile phone numbers of key personnel are to be provided by the Respondent to the PBC.

SCOPE OF SERVICES – HEALTH BENEFIT SERVICES

II. The broker will provide the PBC with Health Benefit Services, which shall included, but are not limited to the following:

A. Health Benefits Broker and Consulting Services

1. Review and analyze the PBC benefit plans and provide recommendations for improvement, options and cost savings;
2. Prepare request for proposals and/or applications for benefit plans and other insurance policy specifications, and review with PBC prior to submitting information to underwriters;
3. Design, market and implement coverage as follows at the most reasonable cost and broadest terms:
 - Health Plan
 - Prescription Drug
 - Dental Plan
 - Life Insurance/AD&D
 - Vision Insurance
 - Long-Term Disability
 - Short-Term Disability
 - Flexible Spending Account
 - Employee Assistance Plan
 - Other employee benefit plans
4. In collaboration with the PBC's Director of Human Resources, develop a plan to establish activities, deliverables, and other matters pertinent to the requested services;
5. Identify those markets that are able to provide the insurance and services desired;
6. Develop the specification package presenting the risk exposure and other information in a form acceptable to underwriters;
7. Present insurance specifications to the marketplace, respond to underwriters' questions and provide additional information, if requested;
8. Receive and analyze underwriters' quotations. Determine whether they adhere to the specifications and that the premium quoted is fair and reasonable within the marketplace. Negotiate any changes and refinements on terms and/or conditions to obtain the most beneficial and cost-effective coverage available;
9. Submit insurance proposal to PBC's Director of Human Resources, providing a cost analysis, a matrix comparison of PBC's insurance specifications with the insurance policies quoted, and a recommendation. Analysis must include copies of all policy forms and endorsements to be included in the issued policies;
10. Place coverage upon PBC's approval;
11. Provide an insurance summary of each line of insurance coverage, including but not limited to, effective dates, policy limits, insuring agreements, exclusions, annual premium (including surplus lines tax and other fees);
12. Provide ongoing assistance with benefit plans including contract review and plan description summaries for distribution to employees;

13. Submit original (including surplus lines and stamping fees if applicable) policies and endorsements to the PBC within sixty (60) days of effective dates, or other timeline agreed to in writing by the PBC Director of Human Resources. Written report must be submitted for each policy bound outlining any errors, discrepancies or other inconsistencies from the final proposal and/or binders. Deviation from this deadline must be approved by the PBC and must include the reason for the delay with a revised timetable for receipt of the outstanding policies. All policy changes and/or corrections must be processed within thirty (30) days;
14. Coordinate with carriers to resolve issues related to delivery, enrollment and other contract issues
15. Advise on claim reporting procedures including contact personnel names and phone numbers. Identify a claim coordinator and provide appropriate forms and instructions for use.
16. Assist PBC with resolution of claim and coverage issues;
17. Place additional related insurance coverage when necessary;
18. Negotiate endorsements to policies as necessary;
19. Review, validate and approve all premium invoices and billings regarding insurance policies and endorsements;
20. Provide immediate notice to the PBC of any change in key personnel during the term of the contract. Replacement personnel must be identified and have the same qualifications;
21. Supply the PBC's Director of Human Resources with an annual report of services and issues;
22. Prepare quarterly status reports and an annual stewardship report and submit to PBC's Human Resources Office;
23. Advise on local, state and federal laws regarding benefit changes (i.e. cobra legislation, healthcare reform, etc.) and ensure the PBC has the necessary information to be compliant;
24. Respondent must place all insurance on a fixed-fee basis without commission. A fee will be negotiated with a successful Respondent upon notice of contract award. Upon recommendation of placement of any coverage with a carrier, Respondent must disclose any commission, contingencies, wholesale arrangements or other form of compensation for the Respondent or any other entity that would be generated by the placement of the coverage with the recommended market. Any common ownership interest between the Respondent and other involved entities must be disclosed at time of placement recommendation; and
25. Be available to answer questions and provide assistance to the PBC seven days per week, twenty-four hours a day should an emergency arise. Mobile phone numbers of key personnel are to be provided by the Respondent to the PBC.

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**SCHEDULE B
PROJECT DOCUMENTS**

**INSURANCE BROKERAGE SERVICES
PUBLIC BUILDING COMMISSION OF CHICAGO
PS1826**

NO ATTACHMENTS

**SCHEDULE C
COMPENSATION OF THE CONSULTANT**

**INSURANCE BROKERAGE SERVICES
PUBLIC BUILDING COMMISSION OF CHICAGO
PS1826**

C.1 CONSULTANT'S FEE

- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services a **Not to Exceed Fee ("Fee") of \$91,500.00 for Property / Casualty Services and a Not to Exceed Fee ("Fee") of \$33,500.00 for Health Benefits Services.** The Fee will, in the absence of a change in scope by the Commission or the issuance of Commission-originated additive change orders constitutes the Consultant's full fee for Basic Services.

The Consultant shall immediately notify the Commission if any insurer requires that the Consultant receive a commission for obtaining coverage for the Property / Casualty Services or the Health Benefit Services. The Consultant shall obtain the Commission's written approval prior to accepting a commission, which it shall immediately remit to the Commission.

- C.1.2. Consultant's Fees will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

C.2 HOURLY RATES FOR CONSULTANT AND SUBCONSULTANT PERSONNEL

- C.2.1 **Hourly Rates for Consultant and Subconsultant Personnel.** All Consultant and Subconsultant personnel and the hourly rate billable for each are subject to the prior approval of the Commission.
- C.2.2 **Hourly Rates** for Consultant and Subconsultant personnel are provided in Consultant's proposal, which follows Schedule C. The hourly rates provided by the Consultant will be used to determine the costs for any work not included in Schedule A1 or Schedule A2.

C.3 METHOD OF PAYMENT

- C.3.1 **Invoices.** The Consultant will submit an invoice to the Commission for 50% of the annual Fee at the inception of the Agreement and the balance upon delivery of the accepted final certified copy of the general liability insurance policy. Each year thereafter, the initial 50% billing will occur at the anniversary of the Agreement and the balance upon delivery of the accepted final certified copy of the general liability insurance policy.

Each invoice must reference the contract number and be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms of the Agreement, the Consultant must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain the reasons for such variances.

The Consultant must attach MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

- C.3.2 **Payment.** Payment will be processed within 30 days after Commission receives an acceptable invoice from the Consultant.

C.3.3 Invoice Disputes. If the Commission disputes certain items in the Consultant's invoices, the amount not disputed will be paid in full. The amount in question must be resolved in accordance with the Disputes provisions of this Agreement

PUBLIC BUILDING COMMISSION OF CHICAGO

ATTACHMENT B1 -Revised

SCHEDULE OF COST
INSURANCE BROKERAGE SERVICES - PS1826
PROPERTY / CASUALTY

Provide an estimated not-to-exceed fee, which includes all reimbursable expenses. The fee shall include all materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

Not to Exceed Cost \$ 91,500 Per Year

Hourly Rate (Services Outside Scope of Services) \$ 180 per hour for safety services outside the RFQ Scope

Miscellaneous Fees \$ 1,650 Policy service Fees

NOTE: separate fee would be negotiated for any placement and/or administration of Wrap-up or Professional Liability insurance Programs.

[Consultant/ Firm Name] Willis of Illinois, Inc agrees to provide the services above

for the amount indicated above. Date: September 14, 2010

Bill D. Hines
(Signature)

Bill Hines, Senior Vice President
(Printed Name and Title)

PUBLIC BUILDING COMMISSION OF CHICAGO

ATTACHMENT B2 -REVISED

SCHEDULE OF COST
INSURANCE BROKERAGE SERVICES - PS1826
HEALTH BENEFITS

Provide an estimated not-to-exceed fee, which includes all reimbursable expenses. The fee shall include all materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

Not to Exceed Cost \$ 33,500 per year

Hourly Rate (Services Outside Scope of Services) \$ 180 Per Hour as Required

Miscellaneous Fees \$ none

[Consultant/ Firm Name] Willis of Illinois, Inc. agrees to provide the services above

for the amount indicated above. Date: September 14, 2010

Bill D. Hines
(Signature)

Bill Hines, Senior Vice President
(Printed Name and Title)

1

**SCHEDULE D
INSURANCE REQUIREMENTS
INSURANCE BROKERAGE SERVICES
PUBLIC BUILDING COMMISSION OF CHICAGO
PS1826**

The Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the Agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease

D.1.2. Commercial General Liability

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission must be named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

D.1.3. Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission must be named as additional insured on a primary, non-contributory basis.

D.1.4. Professional Liability/Errors & Omissions

Professional Liability/Errors & Omissions Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

D.2. ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nont fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper

evidence of insurance is provided, or the Agreement may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Consultant and/or its subcontractors at any time upon written request.

The insurance must provide for 60 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance must be borne by Consultant.

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, its' their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Commission do not contribute with insurance provided by the Consultant under the Agreement.

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

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured

The Consultant must require all its subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

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SCHEDULE E
KEY PERSONNEL
INSURANCE BROKERAGE SERVICES
PUBLIC BUILDING COMMISSION OF CHICAGO
PS1806

| NAME | FIRM | TITLE |
|---------------|--------------------------|-----------------------|
| Bill Hines | Willis of Illinois, Inc. | Senior Vice President |
| Karen Ruggles | Willis of Illinois, Inc. | Account Executive |
| | | |
| | | |
| | | |
| | | |
| | | |

EXHIBIT A
INSURANCE BROKERAGE SERVICES
PUBLIC BUILDING COMMISSION OF CHICAGO
PS1826

(COMMISSION'S DISCLOSURE OF RETAINED PARTY FORM EXECUTED BY CONSULTANT FOLLOWS THIS PAGE.)

ATTACHMENT E - DISCLOSURE OF RETAINED PARTIES
 REQUEST FOR QUALIFICATIONS
 INSURANCE BROKERAGE SERVICES
 PS1826

A. Definitions and Disclosure Requirements

1. As used herein, "Consultant" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract or lease. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: Insurance Broker Services--PS1826
2. Description of goods or services to be provided under Contract: Insurance Broker Services
3. Name of Consultant: None
4. EACH AND EVERY lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

| Name | Business Address | Relationship (Attorney, Lobbyist, etc.) | Fees (indicate whether paid or estimated) |
|------|------------------|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained:

4. The Consultant understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Consultant's participation in the contract or other transactions with the Commission.
 - b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
 - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Consultant and that the information disclosed herein is true and complete.

Bill D. Hines
Signature

6/30/2010
Date

Bill D. Hines, Willis of Illinois, Inc.
Name (Type or Print)

Senior Vice President
Title

Subscribed and sworn to before me

this 30th day of June 2010
Alexandre C. Stevenson
Notary Public



EXHIBIT B
INSURANCE BROKERAGE SERVICES
PUBLIC BUILDING COMMISSION OF CHICAGO
PS1826

DISCLOSURE AFFIDAVIT

(COMMISSION'S DISCLOSURE AFFIDAVIT FORM FOLLOWS THIS PAGE.)

Attachment A
Disclosure Affidavit

The ownership structure for Willis of Illinois, Inc. and the ultimate parent company is:

Willis of Illinois, Inc.
Willis of Michigan, Inc.
Willis HRH, Inc.
Willis US Holding Company, Inc.
Willis North America Inc.
Willis Group Limited
TA IV Limited
Trinity Acquisition Limited
TA III Limited
TA II Limited
TA I Limited
Willis Investment UK Holdings Limited
Willis Netherlands Holdings B.V.
Willis Group Holdings Public Limited Company

We have included Disclosure Affidavits for each company, for your information.

ATTACHMENT A
DISCLOSURE AFFIDAVIT
REQUEST FOR QUALIFICATIONS/ PROPOSALS
INSURANCE BROKERAGE SERVICES
PS1826

Respondent/Company Name: Willis of Illinois, Inc.
Address: 233 S. Wacker Drive, Suite 2000, Chicago, IL 60606
Federal Employer I.D. #: 36-2691200 Social Security #: _____
Telephone No.: (312) 288-7700
Contact Name: Mark Vila
Contact E-Mail: mark.vila@willis.com

I. DISCLOSURE OF OWNERSHIP INTERESTS

This statement is attached to and is a part of the submittal submitted by:

Willis of Illinois, Inc. for Insurance Broker Services—PS1826

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all proposers shall provide the following information with their submittal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a: Corporation LLC
 Partnership LLP
 Joint Venture Not-for-Profit Corporation
 Sole Proprietorship Other

Important Note: If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on **Attachment B – Relevant Experience**.

How many years has the firm or venture been in business under its present name? 10 years, 6 months

Under what other names, if any, has the firm or venture operated? Willis Corroon Corporation of Illinois, Corroon & Black of Illinois, Inc. and Corroon & Black—Alexander & Company

How many years has your firm been performing the services covered by this RFQ? Over 50 years

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization Illinois

b. Authorized to do business in the State of Illinois: Yes No

c. Names of all officers of corporation or LLC / Names of all directors of corporation
(or attach list): (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| Please see attached | | Please see attached | |
| | | | |
| | | | |

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|--------------------------|---|--------------------|
| Willis of Michigan, Inc. | 32255 Northwestern Highway, Suite 201 Farmington Hills, MI 48334 | 100% |
| | | % |
| | | % |

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | % |
| | | % |
| | | % |

f. For LLC's, state whether member-managed or identify managing member: _____

g. For LLC's identify each member:

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | % |
| | | % |
| | | % |

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? Yes No

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

- a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

| Name of Partners (Print or Type) | Percentage Interest |
|----------------------------------|---------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes No
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. MBE/WBE INFORMATION

Is Company a certified minority or woman business enterprise? Yes No

If yes, check one: MBE WBE

Certified by: _____

(Governmental Body or Agency)

Date of Certification

III. LICENSING

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?

Yes No

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

| Category | Registered License (or license number) | Organization issuing License | Intend to Perform? Yes/No |
|-----------|--|---|---------------------------|
| Business | File #: 4982-757-2 | State of Illinois, Office of the Secretary of State | Yes |
| Insurance | N/A | Department of Insurance, State of Illinois | Yes |

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in ATTACHMENT E - INSURANCE REQUIREMENTS.

In addition, verify your commitment to comply with the indemnification provisions in the Agreement and other requirements as well as your commitment to bring your insurance program into compliance with the Attachment E if awarded the Contract.

We Bill Hines an authorized representative of the Respondent agree to comply with indemnification provisions, the insurance requirements and all other requirements.

Signed by: Bill D. Hines

Title: Senior Vice President

V ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

Bill D. Hines

Signature of Authorized Officer

Bill D. Hines

Name of Authorized Officer (Print or Type)

Senior Vice President

Title

312-288-7156

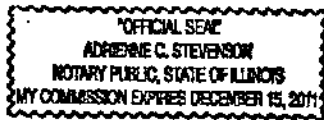
Telephone Number

State of ILLINOIS

County of COOK

Signed and sworn to before me on this 30 day of June 2010 by

ADRIANE C. STEVENSON (Name) as Notary Public (Title) or
Adriane C. Stevenson (Bidder/Proposer or Contractor)



Management Structure

| | |
|-------------|--------------------------|
| Entity Name | Willis of Illinois, Inc. |
| Exported On | 6/10/2010 4:27:09 PM CST |

| Name | Title | Title Role | Department | Role Start | Last Elected |
|---------------------|---------------------------------|------------|------------|------------|--------------|
| Bailey, Donald J. | Director | Director | -- | 9/21/2006 | -- |
| Rosman, Adam | Director | Director | -- | 4/1/2009 | -- |
| Liss, Michael | Chief Executive Officer | Officer | -- | 5/15/2006 | -- |
| Liss, Michael | President | Officer | -- | 5/15/2006 | -- |
| Mooney, C. William | Treasurer | Officer | -- | 1/29/1999 | -- |
| Murphy, Holly Gay | Secretary | Officer | -- | 4/4/1997 | -- |
| Ashurst, Duncan | Executive Vice President | Officer | -- | 1/14/2005 | -- |
| Bracke, Thomas | Executive Vice President | Officer | -- | 1/1/2009 | -- |
| Ealy, Thomas | Executive Vice President | Officer | -- | 7/15/2008 | -- |
| Gula, Randall | Executive Vice President | Officer | -- | 1/1/2008 | -- |
| Johnson, John | Executive Vice President | Officer | -- | 10/1/2003 | -- |
| Paris, Andrea M. | Executive Vice President | Officer | -- | 1/14/2005 | -- |
| Ruston, Jim | Executive Vice President | Officer | -- | -- | -- |
| Siggers, Anthony | Executive Vice President | Officer | -- | 11/1/2009 | -- |
| Sterling, James | Executive Vice President | Officer | -- | 11/1/2007 | -- |
| Thompson, David | Executive Vice President | Officer | -- | 1/14/2005 | -- |
| Treimer, Ann | Executive Vice President | Officer | -- | 11/1/2007 | -- |
| Hrubes, Kenneth | Senior Executive Vice President | Officer | -- | 10/1/2003 | -- |
| Bates, Barton | Senior Vice President | Officer | -- | 2/12/2009 | -- |
| Brody, Kathy | Senior Vice President | Officer | -- | 1/19/2004 | -- |
| Buelow, Daniel | Senior Vice President | Officer | -- | 1/14/2010 | -- |
| Carlson, Brett | Senior Vice President | Officer | -- | 6/9/2008 | -- |
| Chapman, Blake | Senior Vice President | Officer | -- | 1/1/2008 | -- |
| Ciamello, Adrian | Senior Vice President | Officer | -- | 1/1/2009 | -- |
| Clavelli, Frank | Senior Vice President | Officer | -- | 5/15/2010 | -- |
| Connelly, Michael | Senior Vice President | Officer | -- | 7/2/2007 | -- |
| Dunn, Angus | Senior Vice President | Officer | -- | 10/12/2009 | -- |
| Harris, Mark | Senior Vice President | Officer | -- | 3/25/2010 | -- |
| Hines, Bill | Senior Vice President | Officer | -- | 10/1/2003 | -- |
| Hooker, Ellen | Senior Vice President | Officer | -- | 10/1/2003 | -- |
| Krogulski, Mark | Senior Vice President | Officer | -- | 6/10/2009 | -- |
| Levin, Michele | Senior Vice President | Officer | -- | 10/1/2003 | -- |
| Martens, Greg | Senior Vice President | Officer | -- | 5/10/2010 | -- |
| Mathis, Linda | Senior Vice President | Officer | -- | 1/1/2008 | -- |
| Mulcrone, Lisa | Senior Vice President | Officer | -- | 1/1/2008 | -- |
| Nazer, Thomas | Senior Vice President | Officer | -- | 4/25/2005 | -- |
| Payne, David A. | Senior Vice President | Officer | -- | 3/6/2006 | -- |
| Prince, Debra Walas | Senior Vice President | Officer | -- | 10/18/2007 | -- |
| Schafer, Bryan W. | Senior Vice President | Officer | -- | 10/1/2009 | -- |
| Schneider, Mark | Senior Vice President | Officer | -- | 2/1/2006 | -- |
| Stein, Patricia | Senior Vice President | Officer | -- | 4/1/2006 | -- |
| Thoma, Mike | Senior Vice President | Officer | -- | 1/19/2004 | -- |
| Vila, Mark | Senior Vice President | Officer | -- | 5/1/2010 | -- |
| West, Max | Senior Vice President | Officer | -- | 1/12/2006 | -- |
| Willis, James | Senior Vice President | Officer | -- | 10/1/2003 | -- |
| Zaher, Charles | Senior Vice President | Officer | -- | 8/18/2004 | -- |

| | | | | | |
|--------------------------|--------------------------|---------|----|------------|----|
| Zawacki, Phillip | Senior Vice President | Officer | -- | 1/1/2006 | -- |
| Beeck, Martha | Vice President | Officer | -- | 2/1/2006 | -- |
| Boomgardner, Randy | Vice President | Officer | -- | 4/15/2005 | -- |
| Capizanni, Richard | Vice President | Officer | -- | 11/12/2003 | -- |
| Carrion, Annette | Vice President | Officer | -- | 10/27/2008 | -- |
| Chen, Helen | Vice President | Officer | -- | 1/1/2008 | -- |
| Enderle, Debra | Vice President | Officer | -- | 1/3/2005 | -- |
| Gockerman, Pamela | Vice President | Officer | -- | 1/3/2005 | -- |
| Grinnell, Barbara Benson | Vice President | Officer | -- | 10/1/2003 | -- |
| Grodek, Betty | Vice President | Officer | -- | 10/1/2003 | -- |
| Gulliana, Sarah | Vice President | Officer | -- | 10/13/2008 | -- |
| Harwood, Randi | Vice President | Officer | -- | 1/1/2008 | -- |
| Hu, Susan | Vice President | Officer | -- | 7/15/2008 | -- |
| Keating, Janet | Vice President | Officer | -- | 1/1/2009 | -- |
| Lawson, Donna | Vice President | Officer | -- | 10/1/2003 | -- |
| Lobaugh, Thomas | Vice President | Officer | -- | 10/1/2003 | -- |
| McNamara, Kevin | Vice President | Officer | -- | 1/1/2009 | -- |
| Musa, Glen | Vice President | Officer | -- | 11/12/2003 | -- |
| Myscofski, Jerry | Vice President | Officer | -- | 1/19/2004 | -- |
| Pratt, Kevin H. | Vice President | Officer | -- | 1/1/2009 | -- |
| Riordan, Keith | Vice President | Officer | -- | 6/12/2006 | -- |
| Roby, Aaron | Vice President | Officer | -- | 5/1/2009 | -- |
| Ruggles, Karen | Vice President | Officer | -- | 4/1/2004 | -- |
| Russell, Barbara | Vice President | Officer | -- | 10/1/2003 | -- |
| Siegel, Robert | Vice President | Officer | -- | 1/1/2006 | -- |
| Stafford, Richard | Vice President | Officer | -- | 10/1/2003 | -- |
| Stanton, Robert | Vice President | Officer | -- | 9/21/2009 | -- |
| Sterr, Kimberly | Vice President | Officer | -- | 1/1/2009 | -- |
| Tomlin, Scott | Vice President | Officer | -- | 1/1/2008 | -- |
| Troutman, Aaron | Vice President | Officer | -- | 1/1/2009 | -- |
| Woodruff, Lenore | Vice President | Officer | -- | 1/19/2004 | -- |
| Zillmer, Theodore | Vice President | Officer | -- | 10/1/2003 | -- |
| Bergthold, Cathy | Assistant Vice President | Officer | -- | 1/1/2009 | -- |
| Davidson, Laura | Assistant Vice President | Officer | -- | 4/1/2004 | -- |
| DeHoff, Kathy | Assistant Vice President | Officer | -- | 4/1/2008 | -- |
| Gomez, Lily | Assistant Vice President | Officer | -- | 1/1/2008 | -- |
| Hermann, Debbie | Assistant Vice President | Officer | -- | 1/1/2009 | -- |
| Hinrichson, Mary | Assistant Vice President | Officer | -- | 1/1/2009 | -- |
| Johnson, B. David | Assistant Vice President | Officer | -- | 1/1/2009 | -- |
| Kilborn, Patty | Assistant Vice President | Officer | -- | 1/1/2008 | -- |
| King, Meghan M. | Assistant Vice President | Officer | -- | 5/20/2008 | -- |
| Kline, Ruth | Assistant Vice President | Officer | -- | 10/1/2008 | -- |
| Koschinitzki, Donna | Assistant Vice President | Officer | -- | 1/1/2008 | -- |
| Kratschmer, Kathleen | Assistant Vice President | Officer | -- | 1/1/2008 | -- |
| Lieske, Ida | Assistant Vice President | Officer | -- | 1/1/2009 | -- |
| Meany, Scarlett | Assistant Vice President | Officer | -- | 1/1/2009 | -- |
| Naudzius, Ingrid | Assistant Vice President | Officer | -- | 1/1/2008 | -- |
| Roosey, Karen | Assistant Vice President | Officer | -- | 6/21/2006 | -- |
| Schroeder, Brian | Assistant Vice President | Officer | -- | 1/1/2008 | -- |
| Scumaci, Karen | Assistant Vice President | Officer | -- | 3/26/2007 | -- |
| Taylor, Heather | Assistant Vice President | Officer | -- | 1/1/2008 | -- |
| Wolf, Simone | Assistant Vice President | Officer | -- | 1/1/2009 | -- |

| | | | | | |
|-----------------------------|--------------------------|---------|----|-----------|----|
| Yanak, Michael | Assistant Vice President | Officer | -- | 1/1/2009 | -- |
| Enderle, Debra | Assistant Secretary | Officer | -- | 1/3/2005 | -- |
| Naaktgeboren, Heather D. B. | Assistant Secretary | Officer | -- | 1/3/2005 | -- |
| Trentham, Barbara | Assistant Treasurer | Officer | -- | 1/29/1999 | -- |

ATTACHMENT A
DISCLOSURE AFFIDAVIT
REQUEST FOR QUALIFICATIONS/ PROPOSALS
INSURANCE BROKERAGE SERVICES
PS1826

Respondent/Company Name: Willis of Michigan, Inc.
Address: 32255 Northwestern Highway, Suite 201, Farmington Hills, MI 48334
Federal Employer I.D. #: 38-2322310 Social Security #: _____
Telephone No.: 312-288-7700
Contact Name: Mark Vila
Contact E-Mail: mark.vila@willis.com

I. DISCLOSURE OF OWNERSHIP INTERESTS

This statement is attached to and is a part of the submittal submitted by:

Willis of Illinois, Inc. for Insurance Broker Services—PS1826

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all proposers shall provide the following information with their submittal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a:

| | |
|---|---|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> LLC |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> LLP |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Not-for-Profit Corporation |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other |

Important Note: If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on Attachment B – Relevant Experience.

How many years has the firm or venture been in business under its present name? 10 years, 6 months

Under what other names, if any, has the firm or venture operated? Willis Corroon Corporation of Michigan, Corroon & Black of Michigan, Inc., and RSQ Corporation

How many years has your firm been performing the services covered by this RFQ? Over 30 years

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization Michigan

b. Authorized to do business in the State of Illinois: Yes No

c. Names of all officers of corporation or LLC / Names of all directors of corporation
(or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| Please see attached | | Please see attached | |
| | | | |
| | | | |

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|--|--------------------|
| Willis HRH, Inc. | 200 Liberty Street, New York, NY 10281 | 100% |
| | | % |
| | | % |

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | % |
| | | % |
| | | % |

f. For LLC's, state whether member-managed or identify managing member: _____

g. For LLC's identify each member:

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | % |
| | | % |
| | | % |

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? Yes No

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

- a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

| Name of Partners (Print or Type) | Percentage Interest |
|----------------------------------|---------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes No
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. MBE/WBE INFORMATION

Is Company a certified minority or woman business enterprise? Yes No

If yes, check one: MBE WBE

Certified by: _____
(Governmental Body or Agency)

Date of Certification _____

III. LICENSING

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?

Yes No

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

| Category | Registered License (or license number) | Organization issuing License | Intend to Perform? Yes/No |
|-----------|--|--|---------------------------|
| Insurance | N/A | Department of Insurance State of Michigan | No |

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in ATTACHMENT E - INSURANCE REQUIREMENTS.

In addition, verify your commitment to comply with the Indemnification provisions in the Agreement and other requirements as well as your commitment to bring your insurance program into compliance with the Attachment E if awarded the Contract.

We Bill Hines an authorized representative of the Respondent agree to comply with indemnification provisions, the insurance requirements and all other requirements.

Signed by: Bill D. Hines

Title: Senior Vice President

V. ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

Bill D. Hines

Signature of Authorized Officer

Bill Hines

Name of Authorized Officer (Print or Type)

Senior Vice President

Title

312-288-7156

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 14th day of Oct, 2010 by

Susan K. Symons (Name) as Notary Public (Title) or

Susan K. Symons (Bidder/Proposer or Contractor)



| Management Structure | |
|----------------------|--------------------------|
| Entity Name | Willis of Michigan, Inc. |
| Exported On | 6/10/2010 4:26:17 PM CST |

| Name | Title | Title Role | Department | Role Start | Last Elected |
|----------------------|--------------------------|------------|-------------|------------|--------------|
| Bailey, Donald J. | Director | Director | -- | 9/21/2006 | -- |
| Rosman, Adam | Director | Director | -- | 4/1/2009 | -- |
| McCarthy, William J. | Chief Executive Officer | Officer | -- | 11/20/2006 | -- |
| McCarthy, William J. | President | Officer | -- | 11/20/2006 | -- |
| Mooney, C. William | Treasurer | Officer | -- | -- | -- |
| Murphy, Holly Gay | Secretary | Officer | -- | 4/4/1997 | -- |
| Clarke, George H. | Executive Vice President | Officer | -- | 3/2/2009 | -- |
| Dingwall, Douglas J. | Executive Vice President | Officer | -- | -- | -- |
| Glissman, Terry W. | Executive Vice President | Officer | -- | 4/8/2004 | -- |
| Hampson, David G. | Executive Vice President | Officer | -- | 5/1/2006 | -- |
| Hodgkins, Charles D. | Executive Vice President | Officer | -- | 5/1/2006 | -- |
| Laabs, David Q. | Executive Vice President | Officer | -- | 1/1/2006 | -- |
| Marsh, James | Executive Vice President | Officer | -- | 1/1/2009 | -- |
| McGloone, William | Executive Vice President | Officer | -- | 4/8/2003 | -- |
| Reeves, Ralph F. | Executive Vice President | Officer | -- | 7/11/1999 | -- |
| Spagnola, Anthony | Executive Vice President | Officer | -- | 6/5/2007 | -- |
| Stacey, Lee M. | Executive Vice President | Officer | -- | 11/20/2006 | -- |
| Warzyniec, James J. | Executive Vice President | Officer | -- | 12/1/2002 | -- |
| Alton, Jim | Senior Vice President | Officer | -- | 3/2/2009 | -- |
| Benton, Richard | Senior Vice President | Officer | -- | 3/1/2010 | -- |
| DeLeeuw, James | Senior Vice President | Officer | -- | 2/14/2006 | -- |
| Gratsch, Michael | Senior Vice President | Officer | -- | 8/20/2007 | -- |
| McCarron, Kevin P. | Senior Vice President | Officer | -- | 3/5/2007 | -- |
| Morgan, Lennie | Senior Vice President | Officer | -- | 4/8/2004 | -- |
| Strong-Ade, Patricia | Senior Vice President | Officer | -- | 1/1/2006 | -- |
| Sullivan, Anthony | Senior Vice President | Officer | -- | 1/1/2007 | -- |
| Thiessen, Colleen | Senior Vice President | Officer | -- | 10/15/2007 | -- |
| Watts, Melanie G. | Senior Vice President | Officer | -- | 10/15/2007 | -- |
| Buechner, Timothy | Vice President | Officer | -- | 3/2/2009 | -- |
| Draper, Charles | Vice President | Officer | -- | 3/12/2007 | -- |
| Enderte, Debra | Vice President | Officer | -- | 1/3/2005 | -- |
| Firby, Elizabeth A. | Vice President | Officer | -- | 1/3/2001 | -- |
| Gniewek, Douglas | Vice President | Officer | -- | 11/30/2009 | -- |
| Hu, Susan | Vice President | Officer | -- | 1/1/2009 | -- |
| Loney, Kenneth | Vice President | Officer | DealerGuard | 1/1/2009 | -- |
| Maitland, Gordon | Vice President | Officer | -- | 7/20/2009 | -- |
| McConnell, John | Vice President | Officer | -- | 1/1/2008 | -- |
| Ray, Cynthia | Vice President | Officer | -- | 11/16/2007 | -- |
| Risi, Rick A. | Vice President | Officer | -- | 9/8/1999 | -- |
| Roby, Andrea | Vice President | Officer | -- | 5/1/2009 | -- |
| Schendel, Lucia | Vice President | Officer | -- | 7/13/2009 | -- |
| Schrader, James | Vice President | Officer | DealerGuard | 1/1/2009 | -- |
| Taggart, John | Vice President | Officer | -- | 3/2/2009 | -- |
| Hurst, Theima | Assistant Vice President | Officer | -- | 1/1/2009 | -- |
| Jablonski, Victoria | Assistant Vice President | Officer | -- | 3/1/2010 | -- |
| King, Brandon | Assistant Vice President | Officer | -- | 7/13/2009 | -- |

| | | | | | |
|-----------------------------|--------------------------|---------|---|------------|---|
| Kirbach, Kathy | Assistant Vice President | Officer | - | 1/1/2009 | - |
| Kortman, David | Assistant Vice President | Officer | - | 4/1/2010 | - |
| Moran, Cathy | Assistant Vice President | Officer | - | 1/1/2009 | - |
| Pappas-Goodman, Darlene | Assistant Vice President | Officer | - | 1/1/2009 | - |
| Paul, Michael | Assistant Vice President | Officer | - | 8/31/2009 | - |
| Payton, Denice | Assistant Vice President | Officer | - | 1/20/2009 | - |
| Rudzinski, Mary | Assistant Vice President | Officer | - | 10/15/2007 | - |
| Enderle, Debra | Assistant Secretary | Officer | - | 1/3/2005 | - |
| Naaktgeboren, Heather D. B. | Assistant Secretary | Officer | - | 1/3/2005 | - |
| Trentham, Barbara | Assistant Treasurer | Officer | - | 1/29/1999 | - |

**ATTACHMENT A
DISCLOSURE AFFIDAVIT
REQUEST FOR QUALIFICATIONS/ PROPOSALS
INSURANCE BROKERAGE SERVICES
PS1826**

Respondent/Company Name: Willis HRH, Inc.
Address: 200 Liberty Street, New York, NY 10281
Federal Employer I.D. #: 26-3135154 Social Security #:
Telephone No.: 312-288-7700
Contact Name: Mark Vila
Contact E-Mail: mark.vila@willis.com

I. DISCLOSURE OF OWNERSHIP INTERESTS

This statement is attached to and is a part of the submittal submitted by:

Willis of Illinois, Inc. for Insurance Broker Services—PS1826

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all proposers shall provide the following information with their submittal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a: Corporation LLC
 Partnership LLP
 Joint Venture Not-for-Profit Corporation
 Sole Proprietorship Other

Important Note: If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on **Attachment B – Relevant Experience**.

How many years has the firm or venture been in business under its present name? 1 year, 7 months

Under what other names, if any, has the firm or venture operated? Hermes Acquisition Group

How many years has your firm been performing the services covered by this RFQ? Over 10 years

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization Virginia

b. Authorized to do business in the State of Illinois: Yes No

c. Names of all officers of corporation or LLC / Names of all directors of corporation
(or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| Please see attached | | Please see attached | |
| | | | |
| | | | |

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|--|---|--------------------|
| <u>Willis US Holding Company, Inc.</u> | <u>200 Liberty Street, New York, NY 10281</u> | <u>100%</u> |
| | | <u>%</u> |
| | | <u>%</u> |

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | <u>%</u> |
| | | <u>%</u> |
| | | <u>%</u> |

f. For LLC's, state whether member-managed or identify managing member: _____

g. For LLC's identify each member:

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | <u>%</u> |
| | | <u>%</u> |
| | | <u>%</u> |

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? Yes No

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

- a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

| Name of Partners (Print or Type) | Percentage Interest |
|----------------------------------|---------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes No
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. MBE/WBE INFORMATION

Is Company a certified minority or woman business enterprise? Yes No

If yes, check one: MBE WBE

Certified by: _____

(Governmental Body or Agency)

Date of Certification _____

III. LICENSING

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?

Yes No

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

| Category | Registered License (or license number) | Organization issuing License | Intend to Perform? Yes/No |
|-----------|--|---|---------------------------|
| Insurance | N/A | Department of Insurance Commonwealth of Virginia | No |

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in ATTACHMENT E - INSURANCE REQUIREMENTS.

In addition, verify your commitment to comply with the Indemnification provisions in the Agreement and other requirements as well as your commitment to bring your insurance program into compliance with the Attachment E if awarded the Contract.

We Bill Hines an authorized representative of the Respondent agree to comply with indemnification provisions, the insurance requirements and all other requirements.

Signed by: Bill D. Hines

Title: Senior Vice President

V. ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

Bill D. Hines

Signature of Authorized Officer

Bill Hines

Name of Authorized Officer (Print or Type)

Senior Vice President

Title

312-288-7156

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 14th day of Oct, 2010 by

Susan K. Symons (Name) as Notary Public (Title) or

Susan K. Symons (Bidder/Proposer or Contractor)



| Management Structure | |
|----------------------|--------------------------|
| Entity Name | Willis HRH, Inc. |
| Exported On | 6/10/2010 4:25:31 PM CST |

| Name | Title | Title Role | Department | Role Start | Last Elected |
|------------------------------|--------------------------|------------|------------|------------|--------------|
| Bailey, Donald J. | Director | Director | -- | 6/5/2008 | -- |
| Ciongoli, Adam G. | Director | Director | -- | 6/5/2008 | -- |
| Krauze, Victor P. | Director | Director | -- | 8/12/2008 | -- |
| Bailey, Donald J. | Chief Executive Officer | Officer | -- | 10/15/2008 | -- |
| Krauze, Victor P. | President | Officer | -- | 8/25/2009 | -- |
| Bailey, Donald J. | Chairman | Officer | -- | 10/15/2008 | -- |
| Smyth, Derek | Chief Financial Officer | Officer | -- | 10/15/2008 | -- |
| Krauze, Victor P. | Chief Operating Officer | Officer | -- | 10/15/2008 | -- |
| Krauze, Victor P. | Treasurer | Officer | -- | 8/12/2008 | -- |
| Ciongoli, Adam G. | Secretary | Officer | -- | 6/5/2008 | -- |
| Van Marke de Lummen, Quentin | Executive Vice President | Officer | -- | 12/1/2009 | -- |
| Devine, Michael | Vice President | Officer | -- | 11/1/2009 | -- |
| Enderle, Debra | Vice President | Officer | -- | 9/29/2008 | -- |
| Murphy, Holly Gay | Assistant Secretary | Officer | -- | 10/1/2008 | -- |
| Naaktgeboeren, Heather D. B. | Assistant Secretary | Officer | -- | 7/1/2009 | -- |
| Coggin, Derrick | Assistant Treasurer | Officer | -- | 10/1/2008 | -- |
| Mooney, C. William | Assistant Treasurer | Officer | -- | 6/23/2009 | -- |
| Trentham, Barbara | Assistant Treasurer | Officer | -- | 10/1/2008 | -- |

**ATTACHMENT A
DISCLOSURE AFFIDAVIT
REQUEST FOR QUALIFICATIONS/ PROPOSALS
INSURANCE BROKERAGE SERVICES
PS1826**

Respondent/Company Name: Willis US Holdings Company, Inc.
Address: 200 Liberty Street, New York, NY 10281
Federal Employer I.D. #: 26-3420930 Social Security #: _____
Telephone No.: 312-288-7700
Contact Name: Mark Vila
Contact E-Mail: mark.vila@willis.com

I. DISCLOSURE OF OWNERSHIP INTERESTS

This statement is attached to and is a part of the submittal submitted by:

Willis of Illinois, Inc. for Insurance Broker Services--PS1826

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all proposers shall provide the following information with their submittal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a: Corporation LLC
 Partnership LLP
 Joint Venture Not-for-Profit Corporation
 Sole Proprietorship Other

Important Note: If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on **Attachment B – Relevant Experience**.

How many years has the firm or venture been in business under its present name? 1 year, 8 months

Under what other names, if any, has the firm or venture operated? None

How many years has your firm been performing the services covered by this RFQ? 1 year, 8 months

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization Delaware

b. Authorized to do business in the State of Illinois: Yes No

c. Names of all officers of corporation or LLC / Names of all directors of corporation
 (or attach list): (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------------|-----------------------|----------------------------|-----------------------|
| <u>Please see attached</u> | <u></u> | <u>Please see attached</u> | <u></u> |
| <u></u> | <u></u> | <u></u> | <u></u> |
| <u></u> | <u></u> | <u></u> | <u></u> |

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|-----------------------------------|---|--------------------|
| <u>Willis North America, Inc.</u> | <u>200 Liberty Street, New York, NY 10281</u> | <u>100%</u> |
| <u></u> | <u></u> | <u>%</u> |
| <u></u> | <u></u> | <u>%</u> |

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| <u></u> | <u></u> | <u>%</u> |
| <u></u> | <u></u> | <u>%</u> |
| <u></u> | <u></u> | <u>%</u> |

f. For LLC's, state whether member-managed or identify managing member:

g. For LLC's identify each member:

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| <u></u> | <u></u> | <u>%</u> |
| <u></u> | <u></u> | <u>%</u> |
| <u></u> | <u></u> | <u>%</u> |

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? Yes No

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

| Name of Partners (Print or Type) | Percentage Interest |
|----------------------------------|---------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

SECTION 3. SOLE PROPRIETORSHIP

a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes No
 If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. MBE/WBE INFORMATION

Is Company a certified minority or woman business enterprise? Yes No

If yes, check one: MBE WBE

Certified by: _____

(Governmental Body or Agency)

Date of Certification

III. LICENSING

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?
Yes No

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

| Category | Registered License (or license number) | Organization issuing License | Intend to Perform? Yes/No |
|----------|--|------------------------------|---------------------------|
| Busines | N/A | State of Delaware | No |

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in ATTACHMENT E - INSURANCE REQUIREMENTS.

In addition, verify your commitment to comply with the Indemnification provisions in the Agreement and other requirements as well as your commitment to bring your insurance program into compliance with the Attachment E if awarded the Contract.

We Bill Hines an authorized representative of the Respondent agree to comply with indemnification provisions, the insurance requirements and all other requirements.

Signed by: Bill D. Hines

Title: Senior Vice President

V. ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

Bill D. Hines

Signature of Authorized Officer

Bill Hines

Name of Authorized Officer (Print or Type)

Senior Vice President

Title

312-288-7156

Telephone Number

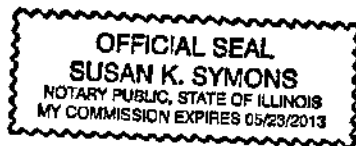
State of Illinois

County of Cook

Signed and sworn to before me on this 14th day of Oct., 2010 by

Susan K. Symons (Name) as Notary Public (Title) or

Susan K. Symons (Bidder/Proposer or Contractor)



| Management Structure | |
|----------------------|---------------------------------|
| Entity Name | Willis US Holding Company, Inc. |
| Exported On | 6/10/2010 4:24:47 PM CST |

| Name | Title | Title Role | Department | Role Start | Last Elected | Termination Date |
|--------------------|---------------------|------------|------------|------------|--------------|------------------|
| Bailey, Donald J. | Director | Director | -- | 9/24/2008 | -- | -- |
| Ciongoli, Adam G. | Director | Director | -- | 9/24/2008 | -- | -- |
| Bailey, Donald J. | President | Officer | -- | 9/24/2008 | -- | -- |
| Mooney, C. William | Treasurer | Officer | -- | 9/24/2008 | -- | -- |
| Murphy, Holly Gay | Secretary | Officer | -- | 9/24/2008 | -- | -- |
| Enderle, Debra | Vice President | Officer | -- | 9/24/2008 | -- | -- |
| Coggin, Derrick | Assistant Treasurer | Officer | -- | 9/24/2008 | -- | -- |
| Trentham, Barbara | Assistant Treasurer | Officer | -- | 9/24/2008 | -- | -- |

**ATTACHMENT A
DISCLOSURE AFFIDAVIT
REQUEST FOR QUALIFICATIONS/ PROPOSALS
INSURANCE BROKERAGE SERVICES
PS1826**

Respondent/Company Name: Willis North America, Inc.
Address: 200 Liberty Street, New York, NY 10281
Federal Employer I.D. #: 13-5654526 Social Security #:
Telephone No.: 312-288-7700
Contact Name: Mark Vila
Contact E-Mail: mark.vila@willis.com

I. DISCLOSURE OF OWNERSHIP INTERESTS

This statement is attached to and is a part of the submittal submitted by:

Willis of Illinois, Inc. for Insurance Broker Services—PS1826

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all proposers shall provide the following information with their submittal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a: Corporation LLC
 Partnership LLP
 Joint Venture Not-for-Profit Corporation
 Sole Proprietorship Other

Important Note: If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on Attachment B – Relevant Experience.

How many years has the firm or venture been in business under its present name? 10 years, 9 months

Under what other names, if any, has the firm or venture operated? Willis Coroon Corporation,
Coroon & Black Corporation,
Coroon & Reynolds Corporation,
Coroon & Reynolds Securities Corporation

How many years has your firm been performing the services covered by this RFQ? Over 30 years

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization Delaware

b. Authorized to do business in the State of Illinois: Yes No

c. Names of all officers of corporation or LLC / Names of all directors of corporation
 (or attach list): (or attach list):
 Name (Print or Type) Title (Print or Type) Name (Print or Type) Title (Print or Type)
Please see attached _____ Please see attached _____

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|-----------------------------|--|--------------------|
| <u>Willis Group Limited</u> | <u>51 Lime Street, London England EC3M 7DQ</u> | <u>100%</u> |
| _____ | _____ | _____% |
| _____ | _____ | _____% |

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| _____ | _____ | _____% |
| _____ | _____ | _____% |
| _____ | _____ | _____% |

f. For LLC's, state whether member-managed or identify managing member: _____

g. For LLC's identify each member:

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| _____ | _____ | _____% |
| _____ | _____ | _____% |
| _____ | _____ | _____% |

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? Yes No

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

| Name of Partners (Print or Type) | Percentage Interest |
|----------------------------------|---------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes No
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. MBE/WBE INFORMATION

Is Company a certified minority or woman business enterprise? Yes No

If yes, check one: MBE WBE

Certified by: _____

(Governmental Body or Agency)

Date of Certification _____

III. LICENSING

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?
Yes No

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

| Category | Registered License (or license number) | Organization issuing License | Intend to Perform? Yes/No |
|-----------|--|--|---------------------------|
| Insurance | N/A | Department of Insurance State of New York | No |

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in ATTACHMENT E - INSURANCE REQUIREMENTS.

In addition, verify your commitment to comply with the Indemnification provisions in the Agreement and other requirements as well as your commitment to bring your insurance program into compliance with the Attachment E if awarded the Contract.

We Bill Hines an authorized representative of the Respondent agree to comply with indemnification provisions, the insurance requirements and all other requirements.

Signed by: Bill D. Hines

Title: Senior Vice President

V ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

Bill D. Hines

Signature of Authorized Officer

Bill Hines

Name of Authorized Officer (Print or Type)

Senior Vice President

Title

312-288-7155

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 14th day of Oct, 2010 by

Susan K. Symons (Name) as Notary Public (Title) or

Dusank Symon (Bidder/Proposer or Contractor)



| Management Structure | |
|----------------------|---------------------------|
| Entity Name | Willis North America Inc. |
| Exported On | 6/10/2010 4:23:18 PM CST |

| Name | Title | Job Role | Department | Role Start |
|----------------------|------------------------------|----------|-------------------|------------|
| Bailey, Donald J. | Director | Director | -- | 4/24/2006 |
| Ciongoli, Adam G. | Director | Director | -- | 7/3/2008 |
| Krauze, Victor P. | Director | Director | -- | 3/18/2008 |
| Plumeri, Joseph J. | Executive Chairman | Officer | -- | 10/15/2000 |
| Bailey, Donald J. | Chief Executive Officer | Officer | -- | 9/21/2006 |
| Krauze, Victor P. | President | Officer | -- | 8/25/2009 |
| Bailey, Donald J. | Chairman | Officer | -- | 10/1/2008 |
| Smyth, Derek | Chief Financial Officer | Officer | -- | 2/6/2006 |
| Edwards, Sharon | Chief Administrative Officer | Officer | -- | 10/7/2009 |
| Krauze, Victor P. | Chief Operating Officer | Officer | -- | 2/21/2008 |
| Mooney, C. William | Tax Counsel | Officer | -- | 6/22/1992 |
| Lapinsky, Robert | Chief Litigation Counsel | Officer | -- | 4/15/2005 |
| Medina, Samuel | Chief Information Officer | Officer | -- | 8/24/2009 |
| Coggin, Derrick | Treasurer | Officer | -- | 6/19/2000 |
| Ciongoli, Adam G. | Secretary | Officer | -- | 8/1/2008 |
| Ciongoli, Adam G. | Executive Vice President | Officer | -- | 3/26/2007 |
| Gunn, Joe | Executive Vice President | Officer | -- | 9/21/2006 |
| Shely, Brenda | Executive Vice President | Officer | -- | 6/1/2006 |
| Ursano, Antonio | Executive Vice President | Officer | -- | 4/9/2009 |
| Bayer, Jonathan L. | Senior Vice President | Officer | -- | 8/24/2009 |
| Burns, Christopher | Senior Vice President | Officer | -- | 5/8/2006 |
| Dolan, Thomas | Senior Vice President | Officer | -- | 12/1/2009 |
| King, Joshua | Senior Vice President | Officer | -- | 11/30/2009 |
| Krasner, Andrew | Senior Vice President | Officer | -- | 6/22/2009 |
| Lapinsky, Robert | Senior Vice President | Officer | -- | 4/15/2005 |
| Medina, Samuel | Senior Vice President | Officer | -- | 8/24/2009 |
| Mooney, C. William | Senior Vice President | Officer | -- | 3/31/1999 |
| Paris, Andrea M. | Senior Vice President | Officer | -- | 6/1/2007 |
| Rosman, Adam | Senior Vice President | Officer | -- | 1/26/2009 |
| Secchia, Rick | Senior Vice President | Officer | -- | 6/1/2007 |
| Smyth, Derek | Senior Vice President | Officer | -- | 2/6/2006 |
| Steff, LeAnne | Senior Vice President | Officer | -- | 1/1/2010 |
| Szajngarten, Roger | Senior Vice President | Officer | -- | 8/8/2006 |
| Vansteenkiste, Ronny | Senior Vice President | Officer | -- | 8/25/2009 |
| Warren, Terry W. | Senior Vice President | Officer | -- | 9/19/2005 |
| Bradford, Terri | Vice President | Officer | -- | 8/1/2005 |
| Coggin, Derrick | Vice President | Officer | -- | 5/6/2002 |
| Connors, Gena | Vice President | Officer | -- | 5/1/2005 |
| Dickson, Kristine | Vice President | Officer | -- | 12/4/2006 |
| Enderle, Debra | Vice President | Officer | -- | 4/4/2003 |
| Fennell, Jeanne | Vice President | Officer | -- | 3/29/2010 |
| Gross, Alison | Vice President | Officer | -- | 4/21/2008 |
| Hyatt, Karla | Vice President | Officer | -- | 7/24/2006 |
| Judkowitz, Marc | Vice President | Officer | -- | 5/7/2007 |
| Kimmel, John | Vice President | Officer | -- | 6/30/2008 |
| Lee, Dana M. | Vice President | Officer | Employee Benefits | 9/17/2007 |

| | | | | |
|-----------------------------|---------------------------|---------|-------------------|-----------|
| McDaniel, Allison | Vice President | Officer | -- | 1/23/2007 |
| Mulroy, Matthew P. | Vice President | Officer | -- | 4/28/1995 |
| Neihoff, Jennifer | Vice President | Officer | -- | 4/1/2007 |
| Pane, Janet | Vice President | Officer | -- | 4/18/2005 |
| Sklar, Lauri R. | Vice President | Officer | Employee Benefits | 11/1/2007 |
| Szendro, Peter | Vice President | Officer | -- | 8/19/2003 |
| Thoretz, Will | Vice President | Officer | -- | 5/2/2008 |
| Trentham, Barbara | Vice President | Officer | -- | 4/1/2005 |
| Wasserman, Andrew M. | Vice President | Officer | -- | 3/22/2003 |
| Fous, Kimberley | Assistant Vice President | Officer | -- | 1/4/2010 |
| Kemper, Ariana | Assistant Vice President | Officer | -- | 1/15/2008 |
| Perry, Leslie | Assistant Vice President | Officer | -- | 5/1/2008 |
| Ramanan, Gayathri | Assistant Vice President | Officer | -- | 2/1/2010 |
| Rothman, Lisa | Assistant Vice President | Officer | -- | 1/23/2007 |
| Sheldon, Lisa (Nabipour) | Assistant Vice President | Officer | -- | 3/29/2010 |
| Smits, Kelly | Assistant Vice President | Officer | -- | 4/1/2007 |
| Enderle, Debra | Assistant Secretary | Officer | -- | 4/18/2005 |
| Murphy, Holly Gay | Assistant Secretary | Officer | -- | 3/25/1997 |
| Naaktgeboren, Heather D. B. | Assistant Secretary | Officer | -- | 7/1/2009 |
| Bayar, Jonathan L. | Assistant General Counsel | Officer | -- | 8/24/2009 |
| Enderle, Debra | Assistant General Counsel | Officer | -- | 4/4/2003 |
| Kimmel, John | Assistant General Counsel | Officer | -- | 6/30/2008 |
| Mulroy, Matthew P. | Assistant General Counsel | Officer | -- | 4/28/1995 |
| Szendro, Peter | Assistant General Counsel | Officer | -- | 8/19/2003 |
| Wasserman, Andrew M. | Assistant General Counsel | Officer | -- | 3/22/2004 |
| Smits, Kelly | Litigation Counsel | Officer | -- | 4/1/2007 |
| Hyatt, Kara | Assistant Tax Counsel | Officer | -- | 7/24/2006 |
| Trentham, Barbara | Assistant Treasurer | Officer | -- | 3/31/1999 |
| Lapinsky, Robert | Deputy General Counsel | Officer | -- | 4/1/2008 |

**ATTACHMENT A
DISCLOSURE AFFIDAVIT
REQUEST FOR QUALIFICATIONS/ PROPOSALS
INSURANCE BROKERAGE SERVICES
PS1826**

Respondent/Company Name: Willis Group Limited
Address: 51 Lime Street, London EC3M 7DQ
Federal Employer I.D. #: 621757 (Company Registration #) Social Security #: _____
Telephone No.: 011 44 203 124 6000
Contact Name: Shaun Bryant (Company Secretary)
Contact E-Mail: shaun.bryant@willis.com

I. DISCLOSURE OF OWNERSHIP INTERESTS

This statement is attached to and is a part of the submittal submitted by:

Willis of Illinois, Inc. for Insurance Broker Services--PS1826

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all proposers shall provide the following information with their submittal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a:

| | |
|---|---|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> LLC |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> LLP |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Not-for-Profit Corporation |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other |

Important Note: If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on Attachment B – Relevant Experience.

How many years has the firm or venture been in business under its present name? 10 years, 9 months

Under what other names, if any, has the firm or venture operated? Willis Corroon Group Limited
Willis Corroon PLC
Willis Faber PLC
Willis Faber & Dumas (Holdings) Limited

How many years has your firm been performing the services covered by this RFQ? Over 50 years

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization England

b. Authorized to do business in the State of Illinois: Yes No

c. Names of all officers of corporation or LLC Names of all directors of corporation

(or attach list):

(or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| Joseph Plumeri | | | |
| Grahame Millwater | | | |
| | | | |

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------------------------------|--------------------|
| TA IV Limited | 52 Lime Street, London EC3M 7DQ | 100% |
| | | % |
| | | % |

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | % |
| | | % |
| | | % |

f. For LLC's, state whether member-managed or identify managing member: _____

g. For LLC's identify each member:

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | % |
| | | % |
| | | % |

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? Yes No

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

- a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

| Name of Partners (Print or Type) | Percentage Interest |
|----------------------------------|---------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes No
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. MBE/WBE INFORMATION

Is Company a certified minority or woman business enterprise? Yes No

If yes, check one: MBE WBE

Certified by: _____

(Governmental Body or Agency)

Date of Certification

III. LICENSING

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?

Yes No

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

| Category | Registered License (or license number) | Organization issuing License | Intend to Perform? Yes/No |
|----------|--|------------------------------|---------------------------|
| | | | |
| | | | |
| | | | |

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in ATTACHMENT E - INSURANCE REQUIREMENTS.

In addition, verify your commitment to comply with the Indemnification provisions in the Agreement and other requirements as well as your commitment to bring your insurance program into compliance with the Attachment E if awarded the Contract.

We _____ an authorized representative of the Respondent agree to comply with indemnification provisions, the insurance requirements and all other requirements.

Signed by: _____

Title: _____

V ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of _____

County of _____

Signed and sworn to before me on this ____ day of ____, 20__ by

_____ (Name) as _____ (Title) or

_____ (Bidder/Proposer or Contractor)

**ATTACHMENT A
DISCLOSURE AFFIDAVIT
REQUEST FOR QUALIFICATIONS/ PROPOSALS
INSURANCE BROKERAGE SERVICES
PS1826**

Respondent/Company Name: TA IV Limited
Address: 52 Lime Street, London EC3M 7DQ
Federal Employer I.D. #: 4112937 (Company Registration #) Social Security #: _____
Telephone No.: 011 44 203 124 6000
Contact Name: Shaun Bryant
Contact E-Mail: shaun.bryant@willis.com

I. DISCLOSURE OF OWNERSHIP INTERESTS

This statement is attached to and is a part of the submittal submitted by:

Willis of Illinois, Inc. for Insurance Broker Services—PS1826

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all proposers shall provide the following information with their submittal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a:

| | |
|---|---|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> LLC |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> LLP |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Not-for-Profit Corporation |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other |

Important Note: If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on Attachment B – Relevant Experience.

How many years has the firm or venture been in business under its present name? 9 years, 7 months

Under what other names, if any, has the firm or venture operated? Officeband Limited

How many years has your firm been performing the services covered by this RFQ? N/A

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization England

b. Authorized to do business in the State of Illinois: Yes No

c. Names of all officers of corporation or LLC Names of all directors of corporation

(or attach list):

(or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| Stephen Wood | | | |
| Grahame Millwater | | | |
| | | | |

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|-------------------------|---------------------------------|--------------------|
| Trinity Acquisition plc | 53 Lime Street, London EC3M 7DQ | 100% |
| | | % |
| | | % |

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | % |
| | | % |
| | | % |

f. For LLC's, state whether member-managed or identify managing member: _____

g. For LLC's identify each member:

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | % |
| | | % |
| | | % |

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? Yes No

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

| Name of Partners (Print or Type) | Percentage Interest |
|----------------------------------|---------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes No
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

- a. State of incorporation _____
- b. Name of all officers and directors of corporation (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. MBE/WBE INFORMATION

Is Company a certified minority or woman business enterprise? Yes No
If yes, check one: MBE WBE

Certified by: _____
(Governmental Body or Agency)
Date of Certification

III. LICENSING

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?

Yes No

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

| Category | Registered License (or license number) | Organization issuing License | Intend to Perform? Yes/No |
|----------|--|------------------------------|---------------------------|
| | | | |
| | | | |
| | | | |

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in **ATTACHMENT E - INSURANCE REQUIREMENTS**.

In addition, verify your commitment to comply with the indemnification provisions in the Agreement and other requirements as well as your commitment to bring your insurance program into compliance with the Attachment E if awarded the Contract.

We _____ an authorized representative of the Respondent agree to comply with indemnification provisions, the insurance requirements and all other requirements.

Signed by: _____

Title: _____

V. ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of _____

County of _____

Signed and sworn to before me on this ____ day of ____, 20__ by

_____ (Name) as _____ (Title) or

_____ (Bidder/Proposer or Contractor)

**ATTACHMENT A
DISCLOSURE AFFIDAVIT
REQUEST FOR QUALIFICATIONS/ PROPOSALS
INSURANCE BROKERAGE SERVICES
PS1826**

Respondent/Company Name: Trinity Acquisition plc
Address: 53 Line Street, London EC3M 7DQ
Federal Employer I.D. #: 3588435 (Company Registration #) Social Security #: _____
Telephone No.: 011 44 203 124 6000
Contact Name: Shaun Bryant
Contact E-Mail: shaun.bryant@willis.com

I. DISCLOSURE OF OWNERSHIP INTERESTS

This statement is attached to and is a part of the submittal submitted by:

Willis of Illinois, Inc. for Insurance Broker Services—PS1826

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all proposers shall provide the following information with their submittal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a:

| | |
|---|---|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> LLC |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> LLP |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Not-for-Profit Corporation |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other |

Important Note: If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on **Attachment B – Relevant Experience**.

How many years has the firm or venture been in business under its present name? 1 year, 3 months

Under what other names, if any, has the firm or venture operated? Trinity Acquisition Limited
Potterlock PLC

How many years has your firm been performing the services covered by this RFQ? N/A

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization England

b. Authorized to do business in the State of Illinois: Yes No

c. Names of all officers of corporation or LLC (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|--------------------------|-----------------------|----------------------|-----------------------|
| <u>Stephen Wood</u> | | | |
| <u>Grahame Millwater</u> | | | |
| | | | |

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|--|--------------------|
| <u>TAJII Limited</u> | <u>54 Lime Street, London EC3M 7DQ</u> | <u>100%</u> |
| | | <u>%</u> |
| | | <u>%</u> |

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | <u>%</u> |
| | | <u>%</u> |
| | | <u>%</u> |

f. For LLC's, state whether member-managed or identify managing member: _____

g. For LLC's identify each member:

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | <u>%</u> |
| | | <u>%</u> |
| | | <u>%</u> |

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? Yes No

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

| Name of Partners (Print or Type) | Percentage Interest |
|----------------------------------|---------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

SECTION 3. SOLE PROPRIETORSHIP

a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No []
If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)

Address(es)

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. MBE/WBE INFORMATION

Is Company a certified minority or woman business enterprise? Yes No

If yes, check one: MBE WBE

Certified by: _____
(Governmental Body or Agency)

Date of Certification

III. LICENSING

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?

Yes No

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

| Category | Registered License (or license number) | Organization issuing License | Intend to Perform? Yes/No |
|----------|--|------------------------------|---------------------------|
| | | | |
| | | | |
| | | | |

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in ATTACHMENT E - INSURANCE REQUIREMENTS.

In addition, verify your commitment to comply with the Indemnification provisions in the Agreement and other requirements as well as your commitment to bring your insurance program into compliance with the Attachment E if awarded the Contract.

I/We _____ an authorized representative of the Respondent agree to comply with indemnification provisions, the insurance requirements and all other requirements.

Signed by: _____

Title: _____

V. ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of _____

County of _____

Signed and sworn to before me on this ____ day of ____, 20__ by

_____ (Name) as _____ (Title) or

_____ (Bidder/Proposer or Contractor)

**ATTACHMENT A
DISCLOSURE AFFIDAVIT
REQUEST FOR QUALIFICATIONS/ PROPOSALS
INSURANCE BROKERAGE SERVICES
PS1826**

Respondent/Company Name: TAII Limited
Address: 54 Lime Street, London EC3M 7DQ
Federal Employer I.D. #: 3588437 (Company Registration #) Social Security #: _____
Telephone No.: 011 44 203 124 6000
Contact Name: Shaun Bryant
Contact E-Mail: shaun.bryant@willis.com

I. DISCLOSURE OF OWNERSHIP INTERESTS

This statement is attached to and is a part of the submittal submitted by:

Willis of Illinois, Inc. for Insurance Broker Services—PS1826

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all proposers shall provide the following information with their submittal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a:

| | |
|---|---|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> LLC |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> LLP |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Not-for-Profit Corporation |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other |

Important Note: If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on **Attachment B – Relevant Experience**.

How many years has the firm or venture been in business under its present name? 12 years

Under what other names, if any, has the firm or venture operated? Stamwood PLC

How many years has your firm been performing the services covered by this RFQ? N/A

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization England

b. Authorized to do business in the State of Illinois: Yes No

c. Names of all officers of corporation or LLC Names of all directors of corporation
(or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|--------------------------|-----------------------|----------------------|-----------------------|
| <u>Stephen Wood</u> | | | |
| <u>Grahame Millwater</u> | | | |
| | | | |

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|--|--------------------|
| <u>TA II Limited</u> | <u>55 Lime Street, London EC3M 7DQ</u> | <u>100%</u> |
| | | <u>%</u> |
| | | <u>%</u> |

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | <u>%</u> |
| | | <u>%</u> |
| | | <u>%</u> |

f. For LLC's, state whether member-managed or identify managing member: _____

g. For LLC's identify each member:

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | <u>%</u> |
| | | <u>%</u> |
| | | <u>%</u> |

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? Yes No

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

| Name of Partners (Print or Type) | Percentage Interest |
|----------------------------------|---------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

SECTION 3. SOLE PROPRIETORSHIP

a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes No
If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

- a. State of incorporation _____
- b. Name of all officers and directors of corporation (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. MBE/WBE INFORMATION

Is Company a certified minority or woman business enterprise? Yes No
 If yes, check one: MBE WBE

Certified by: _____
 (Governmental Body or Agency)

Date of Certification _____

III. LICENSING

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?

Yes No

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

| Category | Registered License (or license number) | Organization issuing License | Intend to Perform? Yes/No |
|----------|--|------------------------------|---------------------------|
| | | | |
| | | | |
| | | | |

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in ATTACHMENT E - INSURANCE REQUIREMENTS.

In addition, verify your commitment to comply with the Indemnification provisions in the Agreement and other requirements as well as your commitment to bring your insurance program into compliance with the Attachment E if awarded the Contract.

I/We _____ an authorized representative of the Respondent agree to comply with indemnification provisions, the insurance requirements and all other requirements.

Signed by: _____

Title: _____

V. ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of _____

County of _____

Signed and sworn to before me on this ____ day of ____, 20__ by

_____ (Name) as _____ (Title) or

_____ (Bidder/Proposer or Contractor)

**ATTACHMENT A
DISCLOSURE AFFIDAVIT
REQUEST FOR QUALIFICATIONS/ PROPOSALS
INSURANCE BROKERAGE SERVICES
PS1826**

Respondent/Company Name: TA II Limited
Address: 55 Lime Street, London EC3M 7DQ
Federal Employer I.D. #: 3588140 (Company Registration #) Social Security #: _____
Telephone No.: 011 44 203 124 6000
Contact Name: Shaun Bryant
Contact E-Mail: shaun.bryant@willis.com

I. DISCLOSURE OF OWNERSHIP INTERESTS

This statement is attached to and is a part of the submittal submitted by:

Willis of Illinois, Inc. for Insurance Broker Services—PS1826

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all proposers shall provide the following information with their submittal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a:

| | |
|---|---|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> LLC |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> LLP |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Not-for-Profit Corporation |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other |

Important Note: If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on **Attachment B – Relevant Experience**.

How many years has the firm or venture been in business under its present name? 12 years

Under what other names, if any, has the firm or venture operated? Pampascroft Limited

How many years has your firm been performing the services covered by this RFQ? N/A

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization England

b. Authorized to do business in the State of Illinois: Yes No

c. Names of all officers of corporation or LLC / Names of all directors of corporation
(or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|--------------------------|-----------------------|----------------------|-----------------------|
| <u>Stephen Wood</u> | <u></u> | <u></u> | <u></u> |
| <u>Grahame Millwater</u> | <u></u> | <u></u> | <u></u> |
| <u></u> | <u></u> | <u></u> | <u></u> |

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|--|--------------------|
| <u>TAI Limited</u> | <u>56 Lime Street, London EC3M 7DQ</u> | <u>100%</u> |
| <u></u> | <u></u> | <u>%</u> |
| <u></u> | <u></u> | <u>%</u> |

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| <u></u> | <u></u> | <u>%</u> |
| <u></u> | <u></u> | <u>%</u> |
| <u></u> | <u></u> | <u>%</u> |

f. For LLC's, state whether member-managed or identify managing member:

g. For LLC's identify each member:

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| <u></u> | <u></u> | <u>%</u> |
| <u></u> | <u></u> | <u>%</u> |
| <u></u> | <u></u> | <u>%</u> |

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? Yes No

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

- a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

| Name of Partners (Print or Type) | Percentage Interest |
|----------------------------------|---------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes No
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. MBE/WBE INFORMATION

Is Company a certified minority or woman business enterprise? Yes No

If yes, check one: MBE WBE

Certified by: _____

(Governmental Body or Agency)

Date of Certification

III. LICENSING

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?

Yes No

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

| Category | Registered License (or license number) | Organization issuing License | Intend to Perform? Yes/No |
|----------|--|------------------------------|---------------------------|
| | | | |
| | | | |
| | | | |

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in **ATTACHMENT E - INSURANCE REQUIREMENTS.**

In addition, verify your commitment to comply with the Indemnification provisions in the Agreement and other requirements as well as your commitment to bring your insurance program into compliance with the Attachment E if awarded the Contract.

I/We _____ an authorized representative of the Respondent agree to comply with indemnification provisions, the insurance requirements and all other requirements.

Signed by: _____

Title: _____

V. ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of _____

County of _____

Signed and sworn to before me on this ____ day of _____, 20____ by

(Name) as _____ (Title) or

(Bidder/Proposer or Contractor)

**ATTACHMENT A
DISCLOSURE AFFIDAVIT
REQUEST FOR QUALIFICATIONS/ PROPOSALS
INSURANCE BROKERAGE SERVICES
PS1826**

Respondent/Company Name: TAI Limited
Address: 56 Lime Street, London EC3M 7DQ
Federal Employer I.D. #: 3588080 (Company Registration #) Social Security #: _____
Telephone No.: 011 44 203 124 6000
Contact Name: Shaun Bryant
Contact E-Mail: shaun.bryant@willis.com

I. DISCLOSURE OF OWNERSHIP INTERESTS

This statement is attached to and is a part of the submittal submitted by:

Willis of Illinois, Inc. for Insurance Broker Services--PS1826

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all proposers shall provide the following information with their submittal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a: Corporation LLC
 Partnership LLP
 Joint Venture Not-for-Profit Corporation
 Sole Proprietorship Other

Important Note: If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on **Attachment B – Relevant Experience**.

How many years has the firm or venture been in business under its present name? 12 years

Under what other names, if any, has the firm or venture operated? Delphclose Limited

How many years has your firm been performing the services covered by this RFQ? N/A

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization England

b. Authorized to do business in the State of Illinois: Yes No

c. Names of all officers of corporation or LLC Names of all directors of corporation

(or attach list):

(or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| Stephen Wood | | | |
| Grahame Millwater | | | |
| Joseph Plumeri | | | |

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|---------------------------------------|---------------------------------|--------------------|
| Willis Investment UK Holdings Limited | 57 Lime Street, London EC3M 7DQ | 100% |
| | | % |
| | | % |

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | % |
| | | % |
| | | % |

f. For LLC's, state whether member-managed or identify managing member: _____

g. For LLC's identify each member:

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | % |
| | | % |
| | | % |

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? Yes No

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

| Name of Partners (Print or Type) | Percentage Interest |
|----------------------------------|---------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

SECTION 3. SOLE PROPRIETORSHIP

a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary. Yes No
If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. MBE/WBE INFORMATION

Is Company a certified minority or woman business enterprise? Yes No

If yes, check one: MBE WBE

Certified by: _____

(Governmental Body or Agency)

Date of Certification _____

III. LICENSING

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?

Yes No

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

| Category | Registered License (or license number) | Organization issuing License | Intend to Perform? Yes/No |
|----------|--|------------------------------|---------------------------|
|----------|--|------------------------------|---------------------------|

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in **ATTACHMENT E - INSURANCE REQUIREMENTS**.

In addition, verify your commitment to comply with the indemnification provisions in the Agreement and other requirements as well as your commitment to bring your insurance program into compliance with the Attachment E if awarded the Contract.

We _____ an authorized representative of the Respondent agree to comply with indemnification provisions, the insurance requirements and all other requirements.

Signed by: _____

Title: _____

V. ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of _____

County of _____

Signed and sworn to before me on this ____ day of _____, 20____ by

_____ (Name) as _____ (Title) or

_____ (Bidder/Proposer or Contractor)

ATTACHMENT A
DISCLOSURE AFFIDAVIT
REQUEST FOR QUALIFICATIONS/ PROPOSALS
INSURANCE BROKERAGE SERVICES
PS1826

Respondent/Company Name: Willis Investment UK Holdings Limited
Address: 57 Lime Street, London EC3M 7DQ
Federal Employer I.D. #: 6677275 (Company Registration #) Social Security #: _____
Telephone No.: 011 44 203 124 6000
Contact Name: Shaun Bryant
Contact E-Mail: shaun.bryant@willis.com

I. DISCLOSURE OF OWNERSHIP INTERESTS

This statement is attached to and is a part of the submittal submitted by:

Willis of Illinois, Inc. for Insurance Broker Services—PS1826

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all proposers shall provide the following information with their submittal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a: Corporation LLC
 Partnership LLP
 Joint Venture Not-for-Profit Corporation
 Sole Proprietorship Other

Important Note: If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on **Attachment B – Relevant Experience**.

How many years has the firm or venture been in business under its present name? 1 year 10 months

Under what other names, if any, has the firm or venture operated? None

How many years has your firm been performing the services covered by this RFQ? N/A

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of incorporation or organization England

b. Authorized to do business in the State of Illinois: Yes No

c. Names of all officers of corporation or LLC / Names of all directors of corporation

(or attach list):

(or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|--------------------------|-----------------------|----------------------|-----------------------|
| <u>Stephen Wood</u> | <u></u> | <u></u> | <u></u> |
| <u>Grahame Millwater</u> | <u></u> | <u></u> | <u></u> |
| <u></u> | <u></u> | <u></u> | <u></u> |

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|---------------------------------------|---|--------------------|
| <u>Willis Netherlands Holdings BV</u> | <u>Postbus 1315, 10000BH Amsterdam, Netherlands</u> | <u>100%</u> |
| <u></u> | <u></u> | <u>%</u> |
| <u></u> | <u></u> | <u>%</u> |

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| <u></u> | <u></u> | <u>%</u> |
| <u></u> | <u></u> | <u>%</u> |
| <u></u> | <u></u> | <u>%</u> |

f. For LLC's, state whether member-managed or identify managing member:

g. For LLC's identify each member:

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| <u></u> | <u></u> | <u>%</u> |
| <u></u> | <u></u> | <u>%</u> |
| <u></u> | <u></u> | <u>%</u> |

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? Yes No

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

| Name of Partners (Print or Type) | Percentage Interest |
|----------------------------------|---------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes No
if NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. MBE/WBE INFORMATION

Is Company a certified minority or woman business enterprise? Yes No

If yes, check one: MBE WBE

Certified by: _____

(Governmental Body or Agency)

Date of Certification _____

III. LICENSING

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?

Yes No

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

| Category | Registered License (or license number) | Organization Issuing License | Intend to Perform? Yes/No |
|----------|--|------------------------------|---------------------------|
|----------|--|------------------------------|---------------------------|

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in **ATTACHMENT E - INSURANCE REQUIREMENTS**.

In addition, verify your commitment to comply with the Indemnification provisions in the Agreement and other requirements as well as your commitment to bring your insurance program into compliance with the Attachment E if awarded the Contract.

We _____ an authorized representative of the Respondent agree to comply with indemnification provisions, the insurance requirements and all other requirements.

Signed by: _____

Title: _____

V. ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of _____

County of _____

Signed and sworn to before me on this ____ day of _____, 20____ by

_____ (Name) as _____ (Title) or

_____ (Bidder/Proposer or Contractor)

**ATTACHMENT A
DISCLOSURE AFFIDAVIT
REQUEST FOR QUALIFICATIONS/ PROPOSALS
INSURANCE BROKERAGE SERVICES
PS1826**

Respondent/Company Name: Willis Netherlands Holdings BV
Address: Postbus 1315, 10000BH Amsterdam, Netherlands
Federal Employer I.D. #: 34367289 (Company Registration #) Social Security #: _____
Telephone No.: _____
Contact Name: Shaun Bryant
Contact E-Mail: shaun.bryant@willis.com

I. DISCLOSURE OF OWNERSHIP INTERESTS

This statement is attached to and is a part of the submittal submitted by:

Willis of Illinois, Inc. for Insurance Broker Services—PS1826

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all proposers shall provide the following information with their submittal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a: Corporation LLC
 Partnership LLP
 Joint Venture Not-for-Profit Corporation
 Sole Proprietorship Other

Important Note: If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on **Attachment B – Relevant Experience**.

How many years has the firm or venture been in business under its present name? 7 months

Under what other names, if any, has the firm or venture operated? None

How many years has your firm been performing the services covered by this RFQ? N/A

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization Netherlands

b. Authorized to do business in the State of Illinois: Yes No

c. Names of all officers of corporation or LLC (or attach list):
 Names of all directors of corporation (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|-----------------------------|-----------------------|----------------------|-----------------------|
| <u>Adriaan Konijnendijk</u> | | | |
| <u>Charles Mooney</u> | | | |
| <u>Paulus Van Duuren</u> | | | |
| <u>Dennis Beets</u> | | | |
| <u>Sarah Turvill</u> | | | |

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------------------|---|--------------------|
| <u>Willis Group Holdings PLC</u> | <u>Grand Mill Quay, Barrow Street, Dublin 4 Ireland</u> | <u>100%</u> |
| | | <u>%</u> |
| | | <u>%</u> |

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | <u>%</u> |
| | | <u>%</u> |
| | | <u>%</u> |

f. For LLC's, state whether member-managed or identify managing member: _____

g. For LLC's identify each member:

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| | | <u>%</u> |
| | | <u>%</u> |
| | | <u>%</u> |

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? Yes No

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

| Name of Partners (Print or Type) | Percentage Interest |
|----------------------------------|---------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

SECTION 3. SOLE PROPRIETORSHIP

a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary; Yes No
If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. MBE/WBE INFORMATION

Is Company a certified minority or woman business enterprise? Yes No

If yes, check one: MBE WBE

Certified by: _____
(Governmental Body or Agency)

Date of Certification _____

III. LICENSING

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?

Yes No

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

| Category | Registered License (or license number) | Organization issuing License | Intend to Perform? Yes/No |
|----------|--|------------------------------|---------------------------|
| | | | |
| | | | |
| | | | |

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in **ATTACHMENT E - INSURANCE REQUIREMENTS**.

In addition, verify your commitment to comply with the Indemnification provisions in the Agreement and other requirements as well as your commitment to bring your insurance program into compliance with the Attachment E if awarded the Contract.

We _____ an authorized representative of the Respondent agree to comply with indemnification provisions, the insurance requirements and all other requirements.

Signed by: _____

Title: _____

V. ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of _____

County of _____

Signed and sworn to before me on this ____ day of ____, 20__ by

_____ (Name) as _____ (Title) or

_____ (Bidder/Proposer or Contractor)

**ATTACHMENT A
DISCLOSURE AFFIDAVIT
REQUEST FOR QUALIFICATIONS/ PROPOSALS
INSURANCE BROKERAGE SERVICES
PS1826**

Respondent/Company Name: Willis Group Holdings PLC
Address: Grand Mill Quay, Barrow Street, Dublin 4 Ireland
Federal Employer I.D. #: 475616 (Company Registration #) Social Security #: _____
Telephone No.: 353 1 661 6211
Contact Name: Shaun Bryant
Contact E-Mail: shaun.bryant@willis.com

I. DISCLOSURE OF OWNERSHIP INTERESTS

This statement is attached to and is a part of the submittal submitted by:

Willis of Illinois, Inc. for Insurance Broker Services—PS1826

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all proposers shall provide the following information with their submittal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a: Corporation LLC
 Partnership LLP
 Joint Venture Not-for-Profit Corporation
 Sole Proprietorship Other

Important Note: If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on **Attachment B – Relevant Experience**:

How many years has the firm or venture been in business under its present name? 6 months

Under what other names, if any, has the firm or venture operated? None

How many years has your firm been performing the services covered by this RFQ? N/A

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization Ireland

b. Authorized to do business in the State of Illinois: Yes No

c. Names of all officers of corporation or LLC Names of all directors of corporation: See attached
 (or attach list): (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| _____ | _____ | _____% |
| _____ | _____ | _____% |
| _____ | _____ | _____% |

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| _____ | _____ | _____% |
| _____ | _____ | _____% |
| _____ | _____ | _____% |

f. For LLC's, state whether member-managed or identify managing member: _____

g. For LLC's identify each member:

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| _____ | _____ | _____% |
| _____ | _____ | _____% |
| _____ | _____ | _____% |

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? Yes No

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

| Name of Partners (Print or Type) | Percentage Interest |
|----------------------------------|---------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

SECTION 3. SOLE PROPRIETORSHIP

a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes No
If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

| Name(s) | Address(es) |
|---------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

- a. State of incorporation _____
- b. Name of all officers and directors of corporation (or attach list):

| Name (Print or Type) | Title (Print or Type) | Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|----------------------|-----------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. MBE/WBE INFORMATION

Is Company a certified minority or woman business enterprise? Yes No
 If yes, check one: MBE WBE

Certified by: _____
 (Governmental Body or Agency)

Date of Certification _____

III. LICENSING

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?

Yes No

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

| Category | Registered License (or license number) | Organization issuing License | Intend to Perform? Yes/No |
|----------|--|------------------------------|---------------------------|
| | | | |
| | | | |
| | | | |

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in ATTACHMENT E - INSURANCE REQUIREMENTS.

In addition, verify your commitment to comply with the Indemnification provisions in the Agreement and other requirements as well as your commitment to bring your insurance program into compliance with the Attachment E if awarded the Contract.

I/We _____ an authorized representative of the Respondent agree to comply with indemnification provisions, the insurance requirements and all other requirements.

Signed by: _____

Title: _____

V ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of _____

County of _____

Signed and sworn to before me on this ____ day of ____, 20 ____ by

_____ (Name) as _____ (Title) or

_____ (Bidder/Proposer or Contractor)

Willis Group Holdings PLC
List of Officers and Directors

In relation to Willis of Illinois, Inc. response for Insurance Broker Services – PS1826

Directors

| <u>Name</u> | <u>Title</u> | <u>Date appointed:</u> |
|-----------------|--------------|------------------------|
| Joseph Plumeri | Chairman | 01/01/2010 |
| William Bradley | Director | 01/01/2010 |
| Joseph Califano | Director | 01/01/2010 |
| Anna Catalano | Director | 01/01/2010 |
| Roy Gardner | Director | 01/01/2010 |
| Jeremy Hanley | Director | 01/01/2010 |
| Robyn Kravit | Director | 01/01/2010 |
| Jeffrey Lane | Director | 01/01/2010 |
| Wendy Lane | Director | 01/01/2010 |
| James McCann | Director | 01/01/2010 |
| Douglas Roberts | Director | 01/10/2010 |

Officers

| <u>Name</u> | <u>Title</u> | <u>Date appointed:</u> |
|-------------------|--|------------------------|
| Joseph Plumeri | Chief Executive Officer | 01/01/2010 |
| Donald Bailey | Chairman and CEO, Willis North America | 01/01/2010 |
| Adam Giongoli | Group General Counsel | 01/01/2010 |
| Peter Hearn | CEO, Willis Re | 01/01/2010 |
| David Margrett | Chairman and CEO, Willis Limited | 01/01/2010 |
| Grahame Millwater | President, Willis Group | 01/01/2010 |
| Susan Sztuka-Gunn | Group Director of Human Resources | 01/01/2010 |
| Sarah Turvill | Chairman, Willis International | 01/01/2010 |
| Stephen Wood | Group Controller | 19/02/2010 |
| Tim Wright | Chief Operating Officer | 01/01/2010 |

30/06/2010

Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*); (3) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (11) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

EXHIBIT C
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

1. Policy Statement

- a. It is the policy of the Public Building Commission of Chicago ("PBC") to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Professional Service Provider must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.
- b. The Commission requires the Professional Service Provider also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to qualified WBEs.
- b. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification..
- c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.
 - (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.
 - (3) "Professional Service Contract" means a contract for professional services of any type.
 - (4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
 - (5) "Professional Service Provider" means any person or business entity that seeks to enter into a Professional Service Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
 - (6) "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.
 - (7) "Good faith efforts" means actions undertaken by a Professional Service Provider to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.

(8) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.

(9) "Minority" means:

- a. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:
 - i. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
 - ii. Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race;
 - iii. Asian-Americans, which includes (persons whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent);
 - iv. American Indians, which includes persons having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment; and
- b. Individual members of other groups, including but not limited to Arab-Americans, found by the Commission to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the Commission.

(10) "Minority-owned business enterprise" or "MBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged minority persons whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged minority persons.

(11) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

(12) "Women-owned business enterprise" or "WBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged women or in the case of a publicly owned business, at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged women, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged women.

4. Determining MBE/WBE Utilization

The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.
- c. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:

- (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
 - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
 - e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
 - f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
 - g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.
5. Submission of Proposals
 - a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
 - (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, and Women's Business Development Center.
 - (2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
 - (3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
 - (4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.
 - b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.
 6. Evaluation of Compliance Proposals
 - a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of

Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

- b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
- c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.

7. Request for Waiver

- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
 - (1) Attendance at the Pre-proposal conference;
 - (2) The Proposer's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - (3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-consultants;
 - (4) Timely notification of specific sub-consultants to minority and woman assistance agencies and associations;
 - (5) Description of direct negotiations with MBE and WBE firms for specific sub-consultants, including:
 - i. The name, address and telephone number of MBE and WBE firms contacted;
 - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
 - (6) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.
 - (7) As to each MBE and WBE contacted which the Proposer considers to be not qualified, a detailed statement of the reasons for the Proposer's conclusion.
 - (8) Efforts made by the Proposer to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
 - (9) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Proposer, may grant a waiver request upon the determination that:
 - (1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Proposer;
 - (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Failure To Achieve Goals

- a. If the Professional Service Provider cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Professional Service Provider has made such good faith efforts, the performance of other Professional Service Providers in meeting the goals may be

considered. The Executive Director or his designee shall consider, at a minimum, the Professional Service Provider's efforts to do the following:

- (1) Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (3) Negotiating in good faith with interested MBEs or WBEs that have submitted proposals. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Professional Service Provider's failure to meet the goals, as long as such costs are reasonable.
 - (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting proposals to meet the goals.
 - (5) Making a portion of the work available to MBE or WBE sub-consultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE sub-consultants and suppliers, so as to facilitate meeting the goals.
 - (6) Making good faith efforts despite the ability or desire of a Professional Service Provider to perform the work of a contract with its own organization. A Professional Service Provider that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
 - (7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
 - (8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Professional Service Provider.
 - (9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
 - (10) Effectively using the services of the Commission; minority or women community organizations; minority or women groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission Procurement Officer determines that the Professional Service Provider did not make a good faith effort to achieve the goals, the Professional Service Provider may file a Dispute to the Executive Director as provided in Section 11 of the Terms and Conditions of this Agreement.

9. Reporting and Record-Keeping Requirements

- a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.
- b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

- c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to MBE and WBE sub-contractors.

10. Disqualification of MBE or WBE

The Contract may be terminated by the Executive Director upon the disqualification of the Professional Service Provider as an MBE or WBE if the sub-consultants status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.

- a. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the sub-consultants or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the sub-consultant or supplier was misrepresented by the Professional Service Provider. If the Professional Service Provider is determined not to have been involved in any misrepresentation of the status of the disqualified sub-consultant or supplier, the Professional Service Provider shall make good faith efforts to engage a qualified MBE or WBE replacement.

11. Prohibition On Changes To MBE/WBE Commitments

The Professional Service Provider must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE sub-consultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a sub-consultant with the Professional Service Provider's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Professional Service Provider to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Professional Service Provider of the commitments earlier certified in the **Schedule D** are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Professional Service Provider shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Professional Service Provider of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

(1) The Professional Service Provider must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.

(2) The Professional Service Provider's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the sub-consultant to honor the proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the sub-consultant to meet insurance, licensing or bonding requirements; g) the sub-consultant's withdrawal of its proposal; or h) decertification of the sub-consultant as MBE or WBE.

(3) The Professional Service Provider's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Professional Service Provider; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

The Professional Service Provider's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.

(4) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information,

or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

(5) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE/WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.

- b. The Executive Director will not approve extra payment for escalated costs incurred by the Professional Service Provider when a substitution of sub-consultants becomes necessary for the Professional Service Provider in order to comply with MBE/WBE contract requirements.
- c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Professional Service Provider to locate specific firms, solicit MBE and WBE proposals, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

13. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

14. Severability

- a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT C
INSURANCE BROKERAGE SERVICES
PUBLIC BUILDING COMMISSION OF CHICAGO
PS1826

(COMMISSION'S SCHEDULE C AND D FORM EXECUTED BY CONSULTANT FOLLOWS THIS PAGE.)

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subconsultant, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:
N/A

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE Consultants.


0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE Consultants.

If MBE/WBE subconsultant will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subconsultant's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

The Owens Group, Inc.
Name of MBE/WBE Firm (Print)
06/25/10
Date
312-368-5110


Signature
William H. Owens, III
Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Office of Compliance

Anthony O. Boswell
Executive Director

DePaul Center
333 South State Street
Chicago, Illinois 60604
(312) 747-7778
(312) 747-3920 (FAX)
(312) 744-2204 (TTY)
<http://www.cityofchicago.org>

May 21, 2010

Dear Vendor:

This letter is to inform you that the City of Chicago has extended your status as a certified business until September 1, 2010. This extension does not guarantee eligibility in the program but will act as a courtesy extension while we complete a review of the documentation submitted by your firm.

If your certification status does not expire or, if your No Change Affidavit for continued certification is not due until after September 1, 2010, then this letter has no impact on your existing certification status.

Please notify us immediately, if the financial condition of your business has changed since submittal of your financials with your No Change Affidavit, we may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your firm.

Please present this letter as evidence of your certification to be included with bid document submittals. The Department of Procurement Services and Sister Agencies have been notified of this courtesy extension and will accept this letter as evidence of certification for bidding purposes.

If you have any questions, please feel free to call our office at 312-747-7778.

Sincerely,

Anthony O. Boswell
Executive Director



SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subconsultant, Subconsultant, and/or Material Supplier (1 of 2)

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: Insurance Broker Services - Health Benefits Brokerage & Consulting Services
Project Number: PS 1824

FROM:

Maria Jamroz MBE WBE
(Name of MBE or WBE)

TO:

Willis of Illinois Inc. and Public Building Commission of Chicago
(Name of Professional Service Provider)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

a Sole Proprietor a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 11/17/2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Marketing/communications support and insurance policy admin assistance

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

5% of Annual Bidder's Fee, per year for the life of the contract.

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subconsultant, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

- % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE Consultants.
- % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE Consultants.

If MBE/WBE subconsultant will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subconsultant's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

María Jarama
Name of MBE/WBE Firm (Print)
4/28/2010
Date
708/209-0867
Phone

María Jarama
Signature
María Jarama
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___

THE BOARD OF COMMISSIONERS

TODD B. STROGER

PRESIDENT

| | | | |
|-----------------------|-----------|---------------------------|------------|
| CARLENE COLLINS | 1st Dist. | FRED M. BIKELSTEIN | 2nd Dist. |
| TORRY STEEL | 2nd Dist. | ANDREW GAGNEP | 3rd Dist. |
| JERRY RUTLER | 3rd Dist. | JOHN J. DALY | 4th Dist. |
| WILLIAM H. HEAVENS | 4th Dist. | YOUNEST ELBYFOR | 5th Dist. |
| DENOMAK SHAB | 5th Dist. | LARRY BLUFREEM | 6th Dist. |
| JOAN PATRICIA ALLAMBY | 6th Dist. | GRISP GOSLIP | 7th Dist. |
| JOSEPH MARCO ALONSO | 7th Dist. | THOMAS B. SCRODGER | 8th Dist. |
| EDWIN REYES | 8th Dist. | JACQUIN J. PERAZA | 9th Dist. |
| | | ELIZABETH ANN SUOY CORSON | 10th Dist. |



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1301
TEL (312) 603-5502
FAX (312) 603-4547

November 17, 2009

Ms. Maria Jamroz, Principal
Maria Jamroz
635 S. Elmwood Avenue
Oak Park, IL 60304

Annual Certification Expires: November 17, 2010

Dear Ms. Jamroz:

We are pleased to inform you that Maria Jamroz has been certified as a WBE by Cook County Government. This WBE Certification is valid until November 17, 2012; however your firm must be revalidated annually. Your firm's next annual validation is required by November 17, 2010.

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

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

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

Public Relations Services
Communications & Media Related Services

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

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

Sincerely,

Betty Hancock Perry

Betty Hancock Perry
Director
BHP/ek

**SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation
(1 of 2)**

Name of Project: Insurance Broker Services - PS 1826, Property/Casualty Insurance Broker Services

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
Senior Vice President

Title
 and duly authorized representative of
Willis of Illinois, Inc.

Name of Professional Service Provider
 whose address is
233 South Wacker Drive, Suite 2000, Chicago, IL 60606

in the City of Chicago, State of Illinois
 and that I have personally reviewed the material and facts submitted with the attached Schedules
 of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B
 (if applicable), and the following is a statement of the extent to which MBE/WBE firms will
 participate in this Contract if awarded to this firm as the Contractor for the Project.

| Name of MBE/WBE Contractor | Type of Work to be Done in Accordance with Schedule C | Dollar Credit Toward MBE/WBE Goals | |
|----------------------------|---|------------------------------------|-------------------|
| | | MBE | WBE |
| The Owens Group | Marketing & Administration | \$ 8,375 per year | \$ |
| Maria Jamroz | Communications | \$ | \$ 1,675 per year |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| Total Net MBE/WBE Credit | | \$ 8,375 per year | \$ 1,675 per year |
| Percent of Total Base Bid | | 25 % | 5 % |

The Professional Service Provider may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

**SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation
(2 of 2)**

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Professional Service Provider of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

Willis of Illinois, Inc.

Name of Professional Service Provider (Print)

September 13, 2010

Date

312-288-7156

Phone

Bill D. Lines

Signature

Bill D. Lines

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE WBE Non-MBE/WBE

**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subconsultant, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:
N/A

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE Consultants.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE Consultants.

If MBE/WBE subconsultant will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subconsultant's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

The Owens Group, Inc.
Name of MBE/WBE Firm (Print)

06/25/10
Date

312-368-5110
Phone



Signature
William H. Owens, III
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

Phone



City of Chicago
Richard M. Daley, Mayor

Office of Compliance

Anthony O. Boswell
Executive Director

DePaul Center
333 South State Street
Chicago, Illinois 60604
(312) 747-7778
(312) 747-3920 (FAX)
(312) 744-2204 (TTY)
<http://www.cityofchicago.org>

May 21, 2010.

Dear Vendor:

This letter is to inform you that the City of Chicago has extended your status as a certified business until September 1, 2010. This extension does not guarantee eligibility in the program but will act as a courtesy extension while we complete a review of the documentation submitted by your firm.

If your certification status does not expire or, if your No Change Affidavit for continued certification is not due until after September 1, 2010, then this letter has no impact on your existing certification status.

Please notify us immediately, if the financial condition of your business has changed since submittal of your financials with your No Change Affidavit, we may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your firm.

Please present this letter as evidence of your certification to be included with bid document submittals. The Department of Procurement Services and Sister Agencies have been notified of this courtesy extension and will accept this letter as evidence of certification for bidding purposes.

If you have any questions, please feel free to call our office at 312-747-7778.

Sincerely,

Anthony O. Boswell
Executive Director



**SCHEDULE C - Letter of Intent from MBE/WBE
To Perform As
Subconsultant, Subconsultant, and/or Material Supplier (2 of 2)**

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE Consultants.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE Consultants.

If MBE/WBE subconsultant will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subconsultant's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

Hygieneering, Inc.
Name of MBE/WBE Firm (Print)


Signature

Date
630-654-2550

George Cuidarelli
Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE ___ WBE ___ Non-MBE/WBE ___



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4990
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

August 21, 2009

Margaret Guidarelli-Pelletier, President
Hygieneering, Inc.
7575 Plaza Court
Willowbrook, IL 60527

Annual Certificate Expires:
Vendor Number:

October 1, 2010
1057742

Dear Ms. Gudarelli-Pelletier:

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. This WBE certification is valid until October 1, 2011; however your firm must be re-validated annually. Your firm's next annual validation is required by October 1, 2010.

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

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

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

**Mold Remediation Environmental Consulting; Asbestos and Lead Abatement;
Air Quality Assessment and Monitoring; Industrial Hygiene Safety Consulting**

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

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

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/vmc



**SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation
(1 of 2)**

Name of Project: Insurance Broker Services - PS 1826, Property/Casualty Insurance Broker Services

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
Senior Vice President

Title _____
and duly authorized representative of _____
Wilis of Illinois, Inc.

Name of Professional Service Provider _____
whose address is _____
233 South Wacker Drive, Suite 2000, Chicago, IL 60606

in the City of Chicago, State of Illinois
and that I have personally reviewed the material and facts submitted with the attached Schedules
of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B
(if applicable), and the following is a statement of the extent to which MBE/WBE firms will
participate in this Contract if awarded to this firm as the Contractor for the Project.

| Name of MBE/WBE Contractor | Type of Work to be Done In Accordance with Schedule C | Dollar Credit Toward MBE/WBE Goals | |
|----------------------------------|---|------------------------------------|-------------------|
| | | MBE | WBE |
| The Owens Group | Marketing & Administration | \$ 25,600 per year | \$ |
| Hygieneering, Inc. | Safety & Loss Control | \$ | \$ 6,400 per year |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| Total Net MBE/WBE Credit | | \$ 25,600 per year | \$ 6,400 per year |
| Percent of Total Base Bid | | 28 | 7 |
| | | % | % |

The Professional Service Provider may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

**SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation
(2 of 2)**

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Professional Service Provider of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:
Willis of Illinois, Inc.
Name of Professional Service Provider (Print)
September 13, 2010
Date
312-228-7156
Phone

Bill D. Hines
Signature
Bill D. Hines
Name (Print)

IF APPLICABLE:

By:
Joint Venture Partner (Print)
Date
Phone/FAX

Signature
Name (Print)
MBE WBE Non-MBE/WBE

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS (2 of 2)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

(Affiant)

(Date)

On this _____ day of _____, 20 _____,

before me, _____, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

Notary Public
Commission Expires

(Seal)

EXHIBIT D
W-9 FORM
INSURANCE BROKERAGE SERVICES
PUBLIC BUILDING COMMISSION OF CHICAGO
PS1826

(COMMISSION'S W-9 FORM FOLLOWS THIS PAGE.)

**Request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Willis of Illinois, Inc.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
233 S. Wacker Dr.

City, state, and ZIP code
Chicago, IL 60606

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
 : :
 or
 Employer identification number
36 2691200

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|--|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 5045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ³ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Disregarded entity not owned by an individual | The owner |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2010

| | | | |
|---|--|---|--------------|
| PRODUCER Willis of New York, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191 877-945-7378 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED Willis North America, Inc. One World Financial Ctr. 100 Liberty Street New York, NY 10281 | | INSURERS AFFORDING COVERAGE | NAIC# |
| | | INSURER A: National Union Fire Insurance Co. of Pitt | 19445-001 |
| | | INSURER B: Insurance Company of the State of Pennysl | 19429-001 |
| | | INSURER C: New Hampshire Insurance Company | 23841-001 |
| | | INSURER D: | |
| | | INSURER E: | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------------|-------|---|------------------|------------------------------------|-------------------------------------|---|
| A | X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. | GL4570688 | 7/1/2010 | 7/1/2011 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000 |
| A | X | AUTOMOBILE LIABILITY <input checked="" 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 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | CA1469371 | 7/1/2010 | 7/1/2011 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| A | | EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | 71567227 | 7/1/2010 | 7/1/2011 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below. | WC67712388 (CA) | 7/1/2010 | 7/1/2011 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| C | | | WC67712387 (AOS) | 7/1/2010 | 7/1/2011 | E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | | OTHER | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Insurance Brokerage Services-PS1826.

The Certificate Holder will be Additional Insured on the General Liability and Auto Liability policy as required by written contract.

Insured's policies will be Primary and not seek contribution from the Public Building Commission of Chicago's Insurance programs for actions resulting from Insured's negligence.

| | |
|---|---|
| CERTIFICATE HOLDER Public Building Commission of Chicago Procurement Department Richard J. Daley Center 50 West Washington Street, Room 200 Chicago, IL | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE |
|---|---|

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Willis Legal Entities as of 01-01-2010

| |
|--------------------------------------|
| Willis of New Hampshire, Inc. |
| Willis of New Jersey, Inc. |
| Willis of New York, Inc. |
| Willis of North Carolina, Inc. |
| Willis of Northern New England, Inc. |
| Willis of Ohio, Inc. |
| Willis of Oklahoma, Inc. |
| Willis of Oregon, Inc. |
| Willis of Pennsylvania, Inc. |
| Willis of Seattle, Inc. |
| Willis of Tennessee, Inc. |
| Willis of Texas, Inc. |
| Willis of Virginia, Inc. |
| Willis of Wisconsin, Inc. |
| Willis of Wyoming, Inc. |
| Willis Personal Lines, Inc. |
| Willis Programs of Connecticut |
| Willis Re Inc. |
| Willis Securities, Inc. |
| Willis Services LLC |