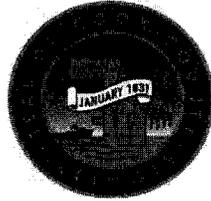


PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 1453-14267



REVERSE AUCTION SERVICES

BETWEEN

**COOK COUNTY GOVERNMENT
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

AND

PERALTA GARCIA SOLUTIONS

(Based on Chicago Park District Contract No. P-12000)

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

SEP 09 2015

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

- Exhibit 1: Scope of Services and Schedule of Compensation
- Exhibit 2: Evidence of Insurance
- Exhibit 3: Board Authorization

Attachment

Attachment 1: Chicago Park District Contract No. P-12000

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Peralta Garcia Solutions, doing business as a Corporation of the State of Illinois, hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on September 9, 2015, as evidenced by Board Authorization letter attached hereto as EXHIBIT "3".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the Chicago Park District solicited a formal Request for Proposal process for Reverse Auction Services, and the Contractor was identified as the qualified and best value provider for the services; and

Whereas, the Chicago Park District entered into a contract on October 10, 2012 for Reverse Auction Services, a copy of which is attached hereto as Attachment No. 1 for reference purposes only, but such attachment is not made part of or incorporated into this Agreement; and

Whereas, the County, through the Office of the Chief Procurement Officer, desires certain similar services of the Contractor; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

Whereas, the Contractor agrees to provide to the County Reverse Auction Services, incorporated as Exhibit 1, Scope of Services and Schedule of Compensation; and

Whereas, the Contractor warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Scope of Services and Schedule of Compensation, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the Chicago Park District Contract No. P-12000 as set forth in Attachment No. 1, and incorporated herein by reference; and

Whereas, this Contract shall be effective from October 1, 2015 through September 30, 2016, with two (2) one (1) year renewal options; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

TERMS AND CONDITIONS

ARTICLE 1: INCORPORATION OF BACKGROUND

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

ARTICLE 2: DEFINITIONS

a) Definitions

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

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

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

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

"Department" means the Cook County Using Department.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and subContractors of any tier, suppliers and materials providers, whether or not in privity with Contractor.

b) Interpretation

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

c) Incorporation of Exhibits

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

- Exhibit 1: Scope of Services and Schedule of Compensation
- Exhibit 2: Evidence of Insurance
- Exhibit 3: Board Authorization

ATTACHMENT

The following document is attached to this Agreement for reference purposes only:

Attachment 1: Chicago Park District Contract No. P-12000

ARTICLE 3: DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

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

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

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

c) Standard of Performance

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

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

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

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

iii) **Salaries and Wages**

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

e) **Minority and Women's Business Enterprises Commitment**

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

f) **Insurance**

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

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

(2) Commercial General Liability (Primary and Umbrella)

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. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

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

(4) Professional Liability

When any professional Contractors perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(3).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

- (1) Contractor must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, 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 the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 2) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this 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 County to obtain certificates or other insurance evidence from Contractor is not a waiver by the County of any requirements for Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.
- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor. Contractor agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Contractor in no way limit Contractor's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Contractor under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

- (5) Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless otherwise specified in this Agreement. If Contractor or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

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

h) Confidentiality and Ownership of Documents

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

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

i) Patents, Copyrights and Licenses

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

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

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

j) Examination of Records and Audits

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

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs.

This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

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

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, Contractor and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

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

l) Professional Social Services

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

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

ARTICLE 4: TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall be from October 1, 2015 through September 30, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

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

ARTICLE 5: COMPENSATION

a) Basis of Payment

The County will pay Contractor according to the Schedule of Compensation in the attached Exhibit 1 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 1. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 1, Scope of Work and Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Price Reduction

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

g) Contractor Credits

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

ARTICLE 6: DISPUTES

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

ARTICLE 7: COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8: SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

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

(1) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

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

ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

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

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Article 7 in the performance of the Agreement.
- (vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

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

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

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

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

c) Early Termination

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

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

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

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

d) Suspension

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

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

e) Right to Offset

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

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

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

f) Delays

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

g) Prepaid Fees

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

ARTICLE 10: GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Modifications and Amendments**

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

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

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

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Contractor

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

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

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

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11: NOTICES

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

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

If to Contractor: Peralta Garcia Solutions
1000 West Monroe, Suite 1W
Chicago, Illinois 60607
Attention: Gail Steffan

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

ARTICLE 12: AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services and Schedule of Compensation

REVERSE AUCTION SERVICES OVERVIEW

Below please find detailed information on PGGI's service offering and approach to reverse auction solutions.

Introduction

The PGGI approach to reverse auction does not simply offer a web-based technology solution administered from a distance. Rather, we know that a successful reverse auction solution requires a local presence with hands-on and up-front consulting services that are included as a critical element and differentiator of our vendor-funded fee model. We view each reverse auction engagement as a true partnership with our client. Accordingly we will work side by side with Cook County to select the bids that are best suited for reverse auction success, craft the best specifications to drive value from the market, and source additional vendors to drive increased competition to the County's purchasing efforts

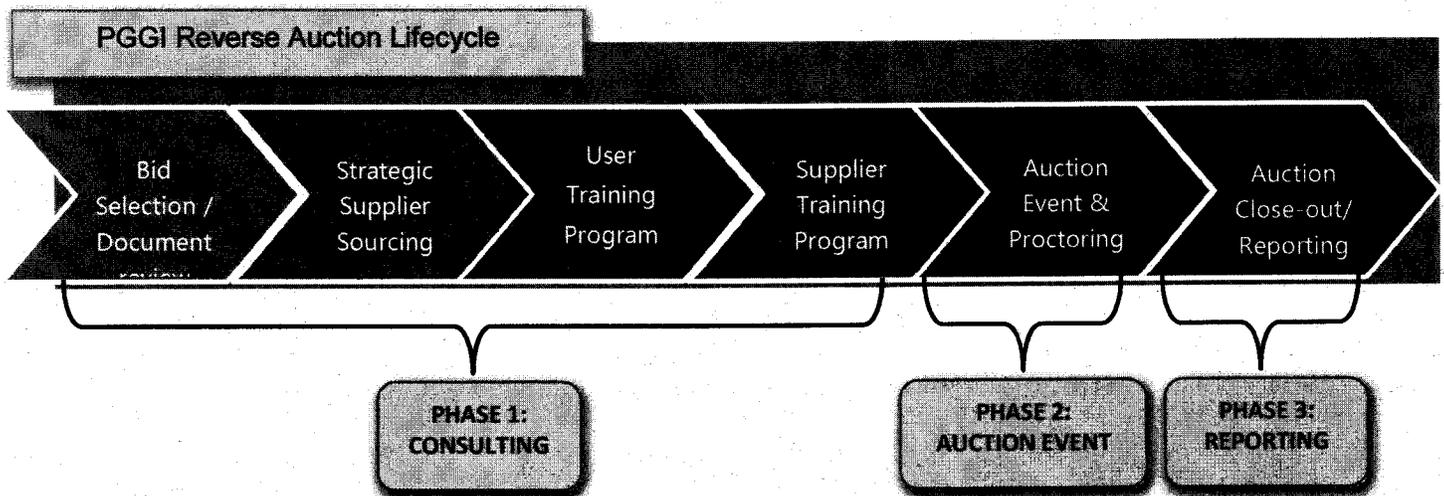
A Two-Step Approach

PGGI recommends and successfully implements a 2-step procurement process when utilizing reverse auction. This allows our clients to review responses and then approve and authorize compliant vendors for participation in the reverse auction pricing event. PGGI believes that this process best replicates the integrity of the closed bid process required in government procurements. PGGI will work with the County to understand its procurement process and then design an approach that delivers their desired results.

The following section and Service Offering is based on a two-step delivery methodology.

Reverse Auction Lifecycle & PGGI Service Offering

Our process calls for three phases that are applied to EACH and EVERY reverse auction opportunity – these three phases comprise our Reverse Auction Lifecycle as shown below:



Phase 1: Consulting Services

A successful reverse auction hinges heavily on the front-end work that is put forth during the planning and strategizing period prior to issuing bid documents to the market. PGGI will provide the following services to the County during Phase 1 of the Reverse Auction Lifecycle:

Bid selection services – PGGI will provide consulting based on experience and past results with different market and service and commodity areas to work with the County to select bids best suited for reverse auction. This includes a review of any of the County's buying plans for current and future fiscal years to assist the County in developing a strategic purchasing plan into future years. PGGI may also ask to speak with the end user departments in order to gain further insight into the County's challenges or particulars around each bid.

Document review – Once a bid has been identified for the reverse auction process, or in preparation to help determine if a bid is suitable for reverse auction, PGGI will ask to review the following documents in order to provide insight into the best approach for meeting the market of suppliers:

- Prior specifications utilized for going to market
- Current or contract or agreements for the bid with any specific buyer limitations or relevant terms and conditions that must be reviewed
- List of previous suppliers and bidders, if any
- Other County documents that may be relevant

Upon review of all documents, PGGI will provide feedback and recommendations in writing either via a Document Review Report or directly via redlining of documents provided.

Kick Off Call – Once a bid is selected and the documents have been reviewed, PGGI will schedule a Kick-Off Meeting or Call to review bid strategy, sourcing strategy, baseline pricing and bid milestones and timelines. Subsequent to this call PGGI will perform the following: (1) submit a preliminary Milestone Calendar to the County with relevant dates attached to the bid and (2) build the bid on the platform for County personnel to review.



Strategic Sourcing – PGGI will provide strategic sourcing efforts within parameters defined by the County by reaching out to local, regional and national vendors to participate in the auction. PGGI has a Strategic Sourcing Department as part of its Bid Operations Division and can provide a range of services in this area from a full scale national sourcing effort to drive new vendors to the County's purchasing process to merely contacting existing vendors in advance of procurement to make them aware of an upcoming opportunity. This effort is customized based on the County's needs for each reverse auction opportunity. For nearly all of its government reverse auction engagements, PGGI utilizes a subcontractor to assist in communication efforts to reach local and regional vendors and to communicate with local assist agencies.

Training – PGGI will conduct user training with the County's employees to ensure that procurement personnel and end users understand the business process and benefits of a reverse auction program. In addition, PGGI provides a thorough, secure, and robust one-on-one training program with vendors who are approved to participate in the County's reverse auctions. After the County has received bid responses and selected the compliant and responsive firms, PGGI will schedule each approved vendor for a 30 minute one-on-one training session conducted via WebEx where each vendor works with one of our trainers to place bids on the platform, review platform functionality, internet connectivity, secure login access and to review troubleshooting resources.

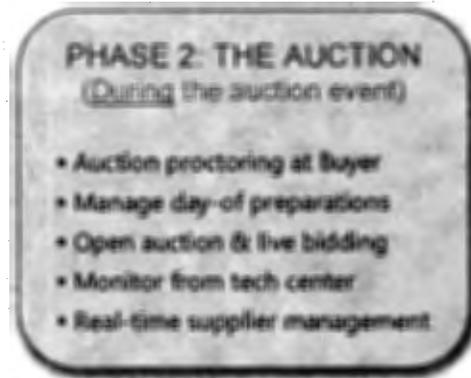
Phase 2: The Reverse Auction Event

The reverse auction event itself must be closely managed and monitored to ensure that results are compliant with the County's open bid process and that it is awardable. PGGI breaks this management and monitoring into two distinct areas:

The on-site management of the auction event with County personnel – PGGI will provide a staff person to monitor and proctor each reverse auction at the County's offices. This proctor will check in with County procurement personnel and will set up AV equipment to allow County personnel to watch the live auction event, if desired. This proctor will also be in constant communication with PGGI's Bid Operations department. The proctor has the ability to pause the auction and confer with County personnel and Bid Operations if needed during the course of a reverse auction event.

The off-site management of the platform, software, and vendor connectivity – PGGI's Bid Operations and Technology teams will be actively monitoring the live bidding event and the platform once all vendors are in receipt of their secure login information. These teams will monitor when vendors are logged in or logged off and will be in contact with vendors as needed if a vendor logs off during a live bidding event. PGGI provides rigorous on-site and remote auction services to ensure a smooth bidding process and an awardable bid.

Auction proctoring – As outlined above, PGGI will provide an on-site representative at the County for each auction who will be in constant contact with PGGI’s operational team. All vendors will have direct access to PGGI’s operational team during the auction event in the event questions or issues arise.



Day-of Vendor Preparations – PGGI’s Bid Operations team will be in contact with all participating vendors the day of the auction to ensure they are accessing the platform and are ready to participate at the designated start time. If we observe that vendors have not put in their Placeholder Bids or are not logged in the morning of the auction our team will begin making contact with vendors.

Open and Closing of Auction – PGGI will ensure the auction opens on time and will monitor the duration of the auction. It is possible that the start time will be delayed due to vendor difficulty or issues, in which case PGGI will consult with the County procurement personnel to determine if a delayed start time is acceptable. If a start time is delayed PGGI will communicate electronically and via phone with all participating vendors to communicate with them as needed.

Vendor Management – PGGI will have access to all vendors during the auction and has the ability to communicate directly with vendors on behalf of the County or to field questions or issues that will be conveyed to the County procurement personnel for review and decision-making.

Phase 3: Closeout & Reporting

When the reverse auction event is closed, PGGI will provide bid tabulations and other useful information so that the City can continue with its traditional award process.

Auction Reports – Upon the close of the Auction PGGI will provide the County with two reports: (1) Bid Tabulations Report and (2) Bid Log Report. These documents will demonstrate the pricing received by vendors for each line item of the bid as well as the time-stamped bids placed throughout the auction. PGGI is able to provide other reports to the County’s and will be happy to review those reports with the County at their convenience.



Vendor & User Department Feedback – PGGI will provide the County with feedback received from the participating vendors as to their view of the auction experience. PGGI will also survey relevant user departments to ascertain their feedback and will share this information with the County.

Award Process – After sending the above reports to the County, PGGI will be available to assist with additional information, if needed, during the award process. PGGI requests that the County provide a PO Report to PGGI on a quarterly basis showing POs for bids that were run on the reverse auction platform for PGGI billing purposes.

Other Relevant Information

One of PGGI's single most important service differentiator is its commitment to hands-on and on-site service to all of its clients – whether that is the City of Chicago or the City of Los Angeles. We provide unique services that are included in the reverse auction commission fees including the following:

Provide comprehensive support for all pre proposal meetings scheduled and planned by our clients – this support comes in the form of either in-person attendance and preparation for the pre proposal meeting, remote electronic attendance or by setting up separate pre proposal discussions for vendors via web ex to specifically discuss and display the reverse auction platform that vendors will be utilizing

On-site monitoring of ALL auctions that PGGI runs for a client. This means that EVERY auction run by Cook County will be attended by a representative of PGGI to ensure all client needs are met and that the auction is adequately proctored and monitored. This is in addition to the remote proctoring and monitoring that occurs by our technology and bid operations teams who are in constant contact with vendors and monitoring the technology performance.

Reverse Auction Fee Schedule

Below please find detailed information on PGGI's fee schedule:

1% fee per reverse auction contract not to exceed \$50,000 per contract.
All fees are vendor funded.

Peralta Garcia will provide its services at no cost to Cook County. Cook County will incur no obligations and make no payments to Peralta Garcia for services at any time. Peralta Garcia will be paid solely on the basis of percentages of bid award amount for each reverse auction. Peralta Garcia will be fully responsible for any costs that they might incur in providing the services required under this contract, including, without limitation, storage, administrative costs shipping, handling and transportation.

Peralta Garcia will invoice and collect payment from the awarded bidder of any reverse auction in the amount due within thirty (30) days of Cook County's acceptance and contract award of a bid managed by Peralta Garcia.

Peralta Garcia will not impose on Cook County or the awarded bidder of any reverse auction any additional fees or charges over and above those set forth stated in this scope of services.

EXHIBIT 2

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McHenry Insurance Services, Inc 904 South Route 31 McHenry, IL 60050 Linda Palm	CONTACT NAME: Kim Lekki
	PHONE (A/C, No, Ext): 815-385-8660 FAX (A/C, No): 815-385-8727
	E-MAIL ADDRESS: klekki@mchenryins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: FIRST NONPROFIT INSURANCE CO
	INSURER B: PLAZA INSURANCE COMPANY
	INSURER C: HARTFORD FIRE INSURANCE
	INSURER D: PHILADELPHIA INSURANCE COMPANY
	INSURER E: UNDERWRITERS AT LLOYDS
	INSURER F:

INSURED **Peralta Garcia Solutions**
1000 West Monroe Street
Chicago, IL 60607

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD JWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	NPP1001590 01	10/07/2014	10/07/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED OTHER: \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		NCA1001589 01	10/07/2014	10/07/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		NMB1001591 01	10/07/2014	10/07/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	PC-IL-Q-0036-5	01/01/2015	01/01/2016	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	CRIME POLICY		83BDDFZ8461	05/01/2015	05/01/2016	2500 DED 250,000
D	D&O/EPL/FIDUCIARY		PHSD1038011	05/01/2015	05/01/2016	AGGREGATE 3,000,000

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

COOK COUNTY, ITS OFFICIALS, EMPLOYEES & AGENTS ARE ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT. CONTRACT #1453-14267

CERTIFICATE HOLDER	CANCELLATION
COOK COUNTY 118 NORTH CLARK ST, ROOM 1018 CHICAGO, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

EXHIBIT 3

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	15-2731	Version:	1	Name:	Peralta Garcia Solutions, Chicago, Illinois
Type:	Contract	Status:		Approved	
File created:	4/8/2015	In control:		Board of Commissioners	
On agenda:	9/9/2015	Final action:		9/9/2015	
Title:	PROPOSED CONTRACT				

Department(s): Office of the Chief Procurement Officer

Vendor: Peralta Garcia Solutions, Chicago, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Reverse Auction Services

Contract Value: Fees are vendor funded; \$0.00

Contract period: 10/1/2015 - 9/30/2016, with two (2) one (1)-year renewal options

Potential Fiscal Year Budget Impact: N/A

Accounts: N/A

Contract Number(s): 1453-14267

Concurrences:

The vendor has met the Minority and Women Owned Business Enterprise Ordinance.

The Chief Procurement Officer concurs.

Summary: Peralta Garcia Solutions will provide Reverse Auction Services for Cook County bids strategically identified by the Bureau of Finance in collaboration with User Agencies. This contract will allow the County to utilize a web based platform which allows multiple suppliers to bid against one another electronically. This is a tool which increases competition and decreases the costs of goods and services

All fees will be vendor funded, with no cost to the County. Peralta Garcia will be charge one percent (1%) fee to a winning bidder for each reverse auction, with not to exceed fee amount of \$50,000.00 per bid award.

This is a comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Peralta Garcia Solutions was previously awarded a contract by the Chicago Park District through a competitive Request for Proposal process. Cook County wishes to leverage this procurement effort

Sponsors:

Indexes: SHANNON E. ANDREWS, Chief Procurement Officer

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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CONTRACT NO. 1453-14267

ATTACHMENT 1

Chicago Park District Contract P-12000

CHICAGO PARK DISTRICT
DEPARTMENT OF PUBLIC WORKS

CONTRACT

WITH

PERALTA-GARDIA GOVERNMENT CORPORATION

FOR

REVERSE AUCTION SERVICES

CONTRACT NO. P-1204

David Teichert
Business Development Director

Michael Kelly
General Superintendent

Robert Jones
Director of Purchasing

REVERSE AUCTION SERVICES AGREEMENT

This Reverse Auction Services Agreement ("Agreement") is effective April 23 2013, (the "Effective Date") by and between the **Chicago Park District**, a municipal corporation existing pursuant to 70 ILCS 1505/0.01 *et seq.* of the Illinois Compiled Statutes, (the "Park District") by and through its General Superintendent (the "General Superintendent"), and **Peralta-Garcia Innovations** ("Contractor"), a Joint Venture between Peralta-Garcia Solutions, LLC and Electronic Auction Services. The Park District and Contractor are sometimes referred to as the "Parties".

BACKGROUND

WHEREAS, The Park District seeks to obtain a vendor to provide online, internet based, reverse auction services for certain procurements; and

WHEREAS, The Park District goal is a solution, which maximizes its current technology and will enable multiple bidders and/or manufacturers to submit bids during an allotted time period, on the Park District's requirements for goods and services. The reverse auction is a means of collecting bids for the procurement of goods and services using online Internet technologies; and

WHEREAS, the Park District issued a Request for Reverse Auction Services (Specification No. P-12000) dated July 16, 2012 (the "RFP"), which is incorporated into and made part of this Agreement by reference; and

WHEREAS, Contractor submitted a proposal in response to the RFP indicating that it has significant specialized knowledge, expertise, and experience in providing a online, internet based, reverse auction services for certain procurements; and

WHEREAS, on October 10, 2012 the Park District Board of Commissioners gave authorization for an agreement to be entered into between the Park District General Superintendent and/or his designee and Contractor for an online, internet based, reverse auction services for certain procurements.

NOW THEREFORE, in consideration of the agreements, covenants, representations, obligations and privileges herein set forth, and intending to be legally bound hereby, the Park District and Contractor agree as follows:

Article I. Incorporation of Recitals and Definitions

Section 1.01 Incorporation of Recitals.

- (a) The above recitals are hereby expressly incorporated herein and made a part of this Agreement. Except as otherwise specified, the abbreviations and definitions applicable to this Agreement are provided in Section 1.02.
- (b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections, or Exhibits of this Agreement.
- (c) Words importing persons include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.
- (d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction, or effect of this Agreement.
- (e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- (f) All references to a number of days mean calendar days, unless indicated otherwise. All references to business days mean the calendar weekdays of Monday through Friday, excluding holidays, unless indicated otherwise.

Section 1.02 Definitions.

- “Authorized User”** means an employee of the Park District or a Third-Party Contractor retained by the Park District that has been given the necessary access rights (i.e., a user name and Password assigned by Park District) to use the Services.
- “Contractor Intellectual Property”** means Contractor’s pre-existing intellectual property, including Contractor Software, if any, that may be included as part of the Deliverables or Services to be provided to the Park District under this Agreement.
- “Deliverables”** All submittals required to be delivered by the Contractor to the Park District in connection with the Services and performance under this Agreement, including hardware, software, materials, programming, configuration, documents, drawings, magnetic media and reports, and all underlying information, data research, and statistics as either expressly noted in the Agreement or as may be required from time to time by the Park District.
- “Disabling Device”** means any timer, clock, counter, or other limiting design or routine or uncorrected known vulnerability that may cause software or any data generated or used by it to be erased, become inoperable or inaccessible, or that may

otherwise cause such software to become temporarily or permanently incapable of performing in accordance with this Agreement, including, without limitation any Disabling Device that is triggered after use or copying of such software or a component thereof a certain number of times, or after the lapse of a period of time, or in the absence of a hardware device or after the occurrence or lapse of any other triggering factor or event or due to external input, including across a computer network. Disabling Device includes software commonly referred to as a virus, worm, trojan horse, or backdoor.

"Documentation" Licensor Documentation and all other applicable documentation set forth in the RFP and Proposal, Exhibits 1 and 2.

"Licensor" shall mean Peralta-Garcia Innovations ("Contractor")

"Licensor Documentation" All Licensor documentation relating to the Software whether in machine readable or printed form, provided to the Park District by Contractor including updates, release(s) revisions, upgrades and supplements thereto. Licensor Documentation also includes the technical publications relating to the use of the Software, such as reference, installation, administrative and programmer manuals.

"Licensor Intellectual Property" All inventions and/or works and any and all rights under United States and/or foreign patents, trade secrets, know-how, copyrights, and other industrial or intangible property rights of a similar nature; all rights pursuant to grants and/or registrations worldwide in connection with the foregoing and all other rights with respect thereto; all rights under applications for any such grant or registration, all rights of priority under international conventions to make such applications and the right to control their prosecution, and all rights under amendments, continuations, divisions and continuations-in-part of such applications; and all rights under corrections, reissues, patents of addition, extensions and renewals of any such grant, registration and/or right.

"Licensor Technology" The Software, Licensor Work Product, Media and Licensor Documentation licensed to the Contractor for the benefit of the Park District (for purposes of this definition, the "Products") including all copyrights, trade secret rights, trademark rights, patent rights and other intellectual property rights in and to the Products, or any portion thereof, including, by way of example and not limitation, the ideas, methodologies, methods of operation, processes, know-how, aesthetic aspects, sub-systems and modules included in the Products, and the look and feel of the Products.

"Licensor Work Product" Derivatives or improvements of and/or to the Software and all Licensor Intellectual Property related thereto.

"Maintenance and Support Services" shall have the meaning as described in Section 2.02(d).

"Media" Where the Software resides at delivery and throughout the term of the Agreement.

"Notice" A written communication between the Park District and the Contractor, either of which may be the originator, that provides information or gives direction related to the Agreement.

"Online Auction System" As defined in Section 2.02 of this Agreement.

"Park District Data" All data provided by the Park District to the Contractor necessary to implement the Services.

"Park District Intellectual Property" Park District's pre-existing intellectual property, including Park District Software, if any, and any intellectual property created as a result of the Deliverables or services to be provided to the Park District hereunder.

"Proposal" means the proposal submitted by Contractor to Park District in response to the Request for Proposal, including any formal additional information submissions provided by Contractor to the Park District.

"Subcontract" A contract between Contractor and a Subcontractor.

"Software" The licensed software as identified and described in the Agreement and all upgrades, enhancements, changes, derivative works and modifications thereto provided by Contractor to the Park District under the Agreement.

"User"(also known as **"End User"**) The Park District and its employees, agents, and/or subcontractors authorized by the Park District to use the Online Auction System in accordance with this Agreement.

Article II. Scope of Services

Section 2.01 Time is of the Essence.

It is understood and agreed that **TIME IS OF THE ESSENCE OF THIS AGREEMENT**, and the Consultant agrees to provide the Scope of Services in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete the Scope of Services in accordance with the time requirements specified in this Agreement.

Section 2.02 Scope of Services.

The Park District has described its requirements in the RFP for the services necessary to implement and maintain an online, internet based, reverse auction system (Online Auction System") and related services for the Park District in accordance with the terms and conditions of the specification and scope of work as specified in pages 10 – 15 of the RFP, (the "Scope") attached and incorporated herein as **Exhibit 1**. In response to the RFP, Contractor has delivered to Park District its proposal (the "Proposal") attached and incorporated herein as **Exhibit 2**. Accordingly, in reliance upon the Proposal and in furtherance of the purposes for which the Proposal was solicited, Park District has retained Contractor to perform all of the obligations imposed on it by the Park District pursuant to this Agreement, and Contractor hereby promises to perform such obligations

according to this Agreement. Contractor hereby assumes full and total responsibility for performing the obligations imposed on it by this Agreement.

The Contractor will provide services to complete the Scope. The Scope and the Proposal shall be referred to collectively as the "Services".

In the event the Contractor fails to comply with the standards specified in the Agreement, the Contractor will perform again, at its own expense, any and all of the Services, which directly or indirectly was affected by such failure. Notwithstanding any review, approval, acceptance, or payment for any or all of the Services by the Park District, the Contractor will be and remain responsible for the professional and technical accuracy of the Services required under this Agreement. This provision will in no way be considered as limiting the rights of the Park District against the Contractor either under this Agreement, in law, or in equity.

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. The Contractor will perform all tasks, responsibilities and submittals identified in this Agreement and it exhibits in a satisfactory form, time, and manner, as reasonably determined by the Park District. The provisions of the Scope may be amended only with the written consent of the Park District in a writing executed by the Director of Purchasing and the Contractor.

(a) Licenses.

(i) **Software License.** With respect to the Services, the Contractor will obtain for the Park District's use as the End User, all rights Contractor has in and to (i) the Software and (ii) the Licensor Documentation. The Park District shall have no right to sub-license or resell the Software. On the Effective Date, Contractor shall deliver the Software to the Park District.

(ii) **Contractor Software License.** With respect to Contractor Software, the Contractor shall provide the Park District with a global, perpetual, irrevocable, fully paid-up, non-exclusive license to use, copy, maintain, modify, enhance, translate and create derivative works from any such Contractor Software necessary for the Park Districts use of the Services.

(iii) **Third Party Software.** With respect to any third party software (i.e. software created, prepared and/or owned by a party other than the Contractor), the Contractor shall provide to the Park District any and all assignable intellectual property rights the Contractor has in and to such third party software to the extent legally possible.

(iv) **Park District Data.** The Park District grants the Contractor the right to use the Park District Data in connection with the Services, only as required for the Contractor to perform its obligations under this Agreement, and subject to the confidentiality and data protection provisions contained herein.

(b) Acceptance Testing

Contractor shall, develop and provide user acceptance testing of the Services as described in Exhibit 2.

(c) Hosting

Unless expressly agreed otherwise, Contractor will host and retain physical control over the Online Auction Site and make such computer programs and code available only through the Internet for access, use, and operation by End Users through a Web-browser for the approved purpose specified in Exhibit 2. The Hosting Services and operational guidelines are detailed in Exhibit 2.

(d) Maintenance and Support.

Contractor will provide maintenance and support for the Software used to perform the Services, as described in Exhibit 2.

(e) Meetings.

The Contractor will meet with the Park District's representatives via teleconference, videoconference, or in person, on a regular basis throughout the term of the Agreement, to inform the Project Manager of the status of performance, including without limitation, resolved and unresolved issues, schedules, costs, recommendations and any other appropriate items.

(f) Progress Reports.

The Contractor will prepare written progress reports on a Monthly basis, or as otherwise required by the Project Manager, until the acceptance of the Deliverables. All reports will be submitted by the Contractor to the Park District within ten (10) days after the end of the month. Included within each written report will be the following:

1. Summary of Services provided.
2. Services planned.
3. Problems encountered, solutions proposed and assistance required.

(g) Delivery Schedule.

All Services must be delivered in a manner consistent with any schedule set forth in the Scope and the Proposal.

Section 2.03 Deliverables.

(a) In carrying out its Services, Consultant shall provide to the Park District various data associated with the Services, including but not limited to software, training manuals and help guides under performance of this Agreement (the "Deliverables").

(b) All Deliverables become property of the Park District once accepted and may be used by the Park District for any purposes without any further consent by Consultant, regardless of whether the Scope of Services for which the Deliverables are made is executed or not. The Park District shall have the right to use such data as the Park District sees fit. When the Services of this Agreement require the Contractor to prepare Deliverables, the Contractor understands that such items must receive the Park District's review and approval prior to usage and payment therefore, as provided in Article 2.

(c) Partial or incomplete Deliverables may be provided to the Park District only when required for a specific and well-defined purpose and when consented to in advance by the Park District. In no event will partial or incomplete Deliverables be considered as satisfying the specific submittal requirements as set forth herein. The delivery of partial or incomplete Deliverables to the Park District will in no way relieve the Contractor of its schedule or cost commitments hereunder.

Article III. Professional Standards and Warranties.

Section 3.01 Generally.

(a) Contractor shall provide an adequate number of staff of qualified personnel with the necessary management and technical expertise to assure performance of the Services.

(b) The Contractor will perform the full Services required under the terms and conditions of this Agreement with the degree of skill, care, and diligence normally exercised by professionals performing similar types of services in projects of a scope and magnitude

comparable to the Services described herein. Furthermore, Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses.

- (c) Contractor shall plan, schedule and accomplish services so as to cause minimum interference with Park District operations and programs.
- (d) The Contractor must perform the full Scope of Services under this Agreement in accordance with the terms and conditions of this Agreement and to the reasonable satisfaction of the Park District.
- (e) The Contractor must at all times act in the best interest of the Park District, consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement.

Section 3.02 Documentation.

Contractor represents and warrants to the Park District that the Documentation is detailed and complete and accurately describes the functional and operational characteristics of the Services. Contractor further represents and warrants that all updated Documentation delivered to the Park District in connection with any enhancement or upgrade to the Services shall be complete and accurate and shall be at least as detailed as the Documentation issued to the Park District with the initial versions of the Services.

Section 3.03 New Releases and New Versions.

During the Term of this Agreement, Contractor must provide the Park District, at no additional charge to the Park District, any and all standard new Releases and new versions of Software sublicensed to the Park District as part of this Agreement.

Section 3.04 Disabling Devices.

Contractor represents that the Services do not contain, and warrants and covenants that the Park District's Services shall not receive from Contractor's data transmission or from any Contractor medium, any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that could erase data or programming or otherwise cause the Services to become inoperable or incapable of being used in the full manner for which they were designed and created.

Contractor further warrants it will use industry best practices regularly to identify, screen, and prevent any Disabling Device in the Services and shall not itself intentionally or negligently install or suffer the installation of any Disabling Device in the Services. Contractor must assist Park District in reducing the effects of any Disabling Device discovered in the Services.

Section 3.05 No Loss or Corruption of Data.

Contractor warrants and covenants that the Contractor will ensure that the Services will not cause any loss, improper modifications or corruption of the Park District's Data and the

Contractor's hosting and management of the Services shall comply with SAS 70 best practices/requirements. A copy of the 2011 SAS 70, or if available 2012 SAS 70, audit will be provided along with a disaster recovery plan (the "Disaster Recovery Plan"). With respect to the Services, the Park District's Data shall be segregated from the data of any third party and Contractor shall at all times comply with the disaster recovery requirements set forth in the Disaster Recovery Plan as specified in **Exhibit 2**.

Section 3.06 Security Compliance.

Contractor covenants that it and its personnel and agents, including all approved subcontractors, shall at all times comply with all security regulations of the Park District (including web site security and auditing standards) that are provided to the Contractor in writing by the Park District. Contractor shall ensure that all data transmissions are secured in accordance with prevailing industry standards, including, but not limited to, appropriate encryption.

Section 3.07 Compatibility.

Contractor warrants and covenants that the Software, all modifications and upgrades thereto, shall operate without errors or malfunctions and in accordance with the Documentation.

Section 3.08 Warranty of Conformity and Suitability.

Contractor warrants that the Software will operate in substantial accordance with the Documentation and Contractor's Proposal. No change to such Documentation shall reduce or limit the scope of this warranty or Contractor's obligation to provide the features and functionality described in such Documentation as of the date of this Agreement without the Park District's prior written consent.

Contractor warrants that the Software is suitable for the purposes that the Park District described to the Contractor in the Park District's Request for Proposal. Contractor further warrants that the Software will provide the functionality, features and performance stated in the Contractor's Proposal.

Section 3.09 Non-Infringement.

Contractor represents and warrants to the Park District that the Software does not and shall not infringe upon any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of any third party, and there is currently no actual or threatened suit against Contractor by any third party based on an alleged violation of such right.

Section 3.10 Power and Authority.

Contractor has the power to enter into and perform this Agreement. Contractor represents and warrants that it is the owner of, or has the right to license and/or sell the

Services including but not limited to Contractor Software and the Software, as provided herein. Contractor further represents and warrants that, to the best of its knowledge, Services including but not limited to the Software, and all Third Party Software, if any, are free and clear of all liens, claims, encumbrances or demands of third parties.

Section 3.11 Services.

Contractor warrants and covenants to the Park District that it shall perform all Services and provide all Deliverables required by this Agreement in a timely, professional and workpersonlike manner and in accordance with industry practices and standards generally applicable to such services. However, where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance.

Section 3.12 Breach of Warranties.

In the event of a breach of the foregoing warranties, Contractor shall (a) use its best efforts to promptly cure any such breach within five (5) days (or such other period as is acceptable to the Park District) of receiving notice of such breach from the Park District, or (b) promptly replace the defective component with a component that meets the foregoing warranties and is functionally equivalent or superior, each at no additional cost to the Park District. In the case of a breach of Section 3.05, No Data Loss, Contractor shall at its own costs and expense repair or restore all data lost or corrupted in connection with such breach. Nothing contained in this Section 3.12 shall prevent the Park District to avail itself of additional remedies under this Agreement and at law.

Section 3.13 Errors and Omissions.

The Contractor will be responsible for the professional quality, technical accuracy, and coordination of all Services under this Agreement. Contractor will be liable for the Park District's costs resulting from errors or deficiencies in the Services furnished under this Agreement.

Section 3.14 Correction of Services.

The Contractor will promptly correct or re-perform all Services identified by the Park District as failing to conform to the Agreement requirements at no additional expense to the Park District. If the Contractor fails or refuses to correct or re-execute the Services identified as failing to conform to the Agreement requirements, the Park District may correct or re-execute with similar Services and charge the Contractor for any cost to the Park District.

Upon any notification by the Park District that the Park District reasonably believes a problem or defect is caused by Contractor's performance of the Services, Contractor shall promptly correct such problem or defect.

Any review, approval, acceptance or payment for any of the Services by the Park District does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services.

Moreover, neither final payment nor any provision in the Agreement will relieve the Contractor of responsibility for deficiencies in Services and, unless otherwise specified in the Agreement, the Contractor must remedy any such deficiencies at no additional expense to the Park District.

This provision in no way limits the Park District's rights against Contractor either under the Agreement, at law or in equity.

Section 3.15 Uptime

Online Auction Site. Uptime must be measured and reported via standardized tools which will generate monthly reports, beginning at the 1st of each month to the end of the month (the "Measurement Period"), to be submitted to the Park District by the Contractor monthly after the site has entered production. The guaranteed uptime for the Hosting Services will be 99.999%, 24 by 7 during a Measurement Period. No individual unscheduled downtime shall exceed 30 minutes.

Article IV. Ownership Intellectual Property

Section 4.01 Ownership by Contractor and Licensor.

All of, Contractor Intellectual Property, regardless of the format that such materials are provided in, and any similar items that are provided to the Park District as part of the Deliverables and/or in connection with the Contractor's performance of the Services, and all worldwide intellectual property rights therein are agreed to be the sole property of the Contractor or the Licensor (as the case may be), and the Contractor and/or the applicable Subcontractor shall retain all respective right, title and interest therein, with a license to use conferred to the Park District and it's End Users as provided in this Agreement.

Park District shall not: (i) use any reverse compilation, decompilation or disassembly techniques or other methods to determine any source code, design structure, concepts and construction method of the Software or replicate the functionality of the Software for any purpose or create derivative works based on the Software for any purpose; (ii) remove any proprietary notices, labels, or marks in or on the Software or Documentation; (iii) reproduce, distribute, transfer, resell, lease, sublicense or loan the Software or Documentation to any other party except as needed for use by the Park District's external authorized users as part of the intended usage of the Software contemplated by this Agreement; (iv) use the Software or Documentation for any purpose other than to support Park District's design, construction and engineering projects; (v) knowingly authorize any individual employed by, or acting under the direction or control of, a direct competitor of Contractor to be a named user such as any company who was involved in the Request for Proposal process; or (vi) make any copy of the Software except as expressly provided in this Agreement.

Section 4.02 Ownership by Park District.

(a) All Park District Data and information provided or submitted and all confidential information are and shall remain the property of the Park District. Contractor and its employees, agents and subcontractors and their employees and agents shall not:

1. use the Park District Data other than in connection with the performance of the Services;
2. disclose, sell, assign, lease or otherwise provide the Park District Data to third parties; or
3. commercially exploit the Park District Data.

Excluding all the Licensor Technology and Contractor Intellectual Property and other software and intellectual property related items described in subsection 4.01 of this Article 4, all documents and other media, data and files in any format, data studies, designs, intellectual property and reports, including without limitation, the Deliverables, developed in the performance of this Agreement or provided as instruments of the Services, all Park District Data, and all worldwide intellectual property rights therein are agreed to be the sole property of Park District. During the performance of the Services, the Contractor will be responsible for any loss or damage to the materials herein enumerated while they are in its possession, and any such item lost or damaged will be restored at the expense of the Contractor. At any time, within five (5) working days after receipt of demand from the Park District, the Contractor must furnish to the Park District, at the Contractor's expense, a complete set of all data stored in the Services and materials prepared by the Contractor and its Subcontractors as of the date of such demand, in such format as requested by the Park District. The Contractor shall store all such materials in commonly-used formats, or such other format as requested by the Park District, and shall not store any such materials in any format developed by or proprietary to the Contractor. Except as otherwise described in this Agreement, the Contractor shall not commingle the Park District's Data with the data of any third party, shall not de-identify or otherwise modify the data, and shall not provide the data to any third party in any form or use the data, except as necessary to perform the Services provided hereunder. In the event of the Contractor's failure to comply with the Park District's demand hereunder, the parties hereby agree that any remedy at law would be inadequate and that the Park District will be entitled to appropriate injunctive and other equitable relief, including without limitation, the remedy of specific performance.

All information, correspondence, data and files input, generated, recorded, stored, processed or transmitted utilizing the Services by the Park District and its Authorized Users and End Users shall be the exclusive property of the Park District.

The Contractor agrees not to assert or authorize others to assert any rights or make any claim under the patent or copyright laws, or otherwise to any such documents and other materials referenced in this Agreement.

The Contractor, for a period of 5 years after the completion of the Agreement, agrees to furnish all retained materials at the request of the Park District; provided that the Contractor will be permitted to retain a copy of such materials for the purpose of maintaining its records.

Section 4.03 Copyright Ownership.

All Deliverables in any form prepared, assembled, or encountered by Contractor or provided to Contractor under this Agreement are the property of the Park District, including all copyrights inherent in them (but excluding any copyrights, patents, trademarks, trade secrets, and other intellectual property inherent in Contractor's Information, Contractor Commercial Products, and any third party or Subcontractor intellectual property). During the performance of its Services, Contractor is responsible for any loss or damage to the undelivered Deliverables, data, findings, or information

caused by Contractor or any Subcontractor. Any such lost or damaged Deliverables, data, findings, or information must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement. The Contractor and the Park District intend that, to the extent permitted by law: (a) all reports, data, findings or information to be produced by the Contractor at the Park District's insistence and expense under this Agreement (the "Information") are conclusively deemed "works made for hire" under Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq.; and (b) the Park District will be the sole copyright owner of the Information and work product and of all aspects, elements and components of the Information in which copyright can subsist and of all rights to apply for copyright registration or prosecute any claim of infringement. Information shall not include Contractor's Information, Contractor Commercial Products, and any third party or Subcontractor intellectual property

To the extent that such Information does not qualify as a "work made for hire," the Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Park District, its successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Information prepared for the Park District under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. The Contractor will, and will cause all of its employees, agents, and other persons within its control, to execute all documents and perform all acts that the Park District may reasonably request in order to assist the Park District in perfecting its rights in and to the copyrights relating to the Information, at the sole expense of the Park District.

Article V. Compensation and Payment.

Section 5.01 Compensation.

Contractor will provide to the Park District the Services as set forth in Article II, and the awardee of each reverse auction ("Awardee") shall pay Contractor for Services at the rates specified and according to the payment schedule in Contractor's Cost Proposal Sheet, Exhibit 3, attached and incorporated herein. The amount paid to Contractor per auction shall not exceed \$50,000.

Section 5.02 Non-Appropriation.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Park District for payments to be made under the Agreement, then the Park District will notify Contractor in writing of that occurrence, and the Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under the Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor.

No payments will be made or due to Contractor under this Agreement beyond those amounts appropriated and budgeted by the Park District to fund payments under this Agreement.

Article VI. Term and Termination

Section 6.01 Contract Term.

The Term of this Agreement begins on April 23, 2013 and will remain in effect for a period of two (2) years. This Agreement may be extended, at the sole option of the Park District, for three (3) additional one (1) year extension periods.

Section 6.02 Termination for Cause.

The Park District reserves the right to terminate this Agreement in the event Contractor breaches or violates any term or terms of the Agreement. In the event of such termination for cause, the Park District shall have the option of paying for services performed and accepted by the Park District that are in compliance with the requirements of this Agreement prior to the date of termination and any and all other remedies available to it herein or at law.

Section 6.03 Termination for Convenience.

The Park District reserves the right to terminate this Agreement in whole or part, without showing cause upon giving written notice to the Contractor. The Park District shall only pay for goods delivered and accepted and/or services performed prior to the date of termination at the related contract unit prices. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of the termination.

Article VII. Modifications, Substitutions and Amendments.

The Park District may from time to time request changes in the Scope of Services to be performed under this Agreement, or it may become necessary to substitute one item for another. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between the Park District and Contractor, shall be incorporated in written amendments to the Agreement. No changes, amendments, modifications, substitutions, cancellation or discharge of the proposed Agreement, or any part hereof, shall be valid unless in writing and signed by the Parties hereto, or their respective successors.

Article VIII. Subcontracting

Section 8.01 Subcontracts.

Contractor, upon entering into any agreement with a Subcontractor, must furnish upon request of the Park District a copy of its agreement. Contractor must ensure that all subcontracts contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement and are subject to the approval of the Park District. If the agreements do not prejudice any of the Park District's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

Section 8.02 Assignment of Subcontracts.

(a) The Contractor consents to a collateral assignment to the Park District of all right, title and interest of the Contractor in, to and under that certain subcontract agreements between the Contractor and its Subcontractors for the provision of the Services thereof, as the same may be amended from time to time by the parties in connection with the performance of this Agreement. The foregoing assignment is exercisable by the Park District, at its election, in the event that the Park District has exercised the right to terminate this Agreement, in whole or in part, under the early termination provisions or for cause, all as set forth in Articles IX and X, as long as the Park District (i) pays the Contractor for all undisputed amounts due and owing under this Agreement for work completed in accordance with this Agreement through the date of such termination and (ii) assumes responsibility for the payment for services and/or products under the Subcontract to the extent that such payment for services and/or products has not already been made by the Contractor to Subcontractors.

(b) In the event that the Park District elects to terminate this Agreement and avail itself of its right to collateral assignment as contemplated by this Section, the compensation set forth in the Subcontract so assigned shall automatically, without any further action, be revised to reflect the compensation set forth herein for the corresponding Services and related services thereof.

(c) If the Park District exercises its rights to collateral assignment, the Park District will notify Subcontractor in writing of the Park District's election. The Park District's obligations to make payments to the Contractor will cease, provided the Park District pays the Contractor for all undisputed amounts due under this Agreement for work completed in accordance with this Agreement through the date of termination by the Park District in accordance with this Section. Nothing contained in the collateral assignment or the Park District's exercise of any rights with respect to the foregoing may be construed to in any way limit either party's rights and obligations under this Agreement.

(d) If the Contractor later executes contracts or work orders with other vendors or suppliers who would be considered for purposes of this Agreement to be subcontractors, the Contractor will in good faith, upon the Park District's request, seek to obtain such subcontractor's consent to (i) comparable provisions for collateral assignment of their subcontracts or work orders related to this Agreement and (ii) comparable provisions

regarding payment to such subcontractors in the event the Park District exercises its rights hereunder.

Article IX. Disputes.

Except as otherwise provided in the Agreement, Contractor must and the Park District may bring any dispute arising under this Agreement to the General Superintendent of the Park District for decision based upon written submissions of the parties. The General Superintendent of the Park District will reduce his decision to writing and mail or otherwise furnish a copy of it to Contractor. The decision of the General Superintendent of the Park District is final and binding. Contractor must follow the procedures set out in this Section and receive the General Superintendent of the Park District's final decision as a condition precedent to filing an action in the Circuit Court of Cook County or any other court.

Article X. Events of Default Defined.

The following constitute Events of Default:

- (a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the Park District.
- (b) Contractor's material failure to perform any of its obligations under the Agreement including the following:
 - (c) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (d) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (e) Discontinuance of the Services for reasons within Contractor's reasonable control;
 - (f) Failure to comply with the Park District's terms and conditions as set forth in the RFP;
- (g) The filing of Contractor of any petition or proceeding under applicable state or federal bankruptcy or solvency law or statute which petition or proceeding has not been dismissed or stayed within thirty (30) days after the date of its filing;

(h) The initiation against Contractor by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed within thirty (30) days after the date of filing;

(i) The appointment of a receiver for Contractor with respect to all or a portion of its respective assets; or

(j) Failure to comply with any other material term of the Agreement, including the provisions concerning insurance and nondiscrimination.

(k) Any change in ownership or control of Contractor without the prior written approval of the Park District, which approval the Park District will not unreasonably withhold.

(l) Failure to comply with the provisions in the Agreement requiring compliance with all laws in the performance of the Agreement.

Article XI. Remedies.

The occurrence of any event of default permits the Park District, at the Park District's sole option, to declare Contractor in default. The Park District may in its sole discretion give Contractor an opportunity to cure the default within 14 days. The Park District will give Contractor written notice of the default, after which the Park District may invoke any or all of the following remedies:

(a) The right to take over and complete the Services, or any part of them, at Contractor's expense, and bill Contractor or the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the Park District would have paid Contractor under the terms and conditions of the Agreement for the Services that were assumed by the Park District as agent for the Contractor under this section;

(b) The right to terminate the Agreement as to any or all of the Services yet to be performed effective at a time specified by the Park District;

(c) The right of specific performance, an injunction or any other appropriate equitable remedy;

(d) The right to money damages;

(e) The right to withhold all or any part of Contractor's compensation under this Agreement.

Article XII. Insurance.

Contractor is required to procure and maintain insurance in accordance with the specifications set forth in **Exhibit 4**, attached hereto and incorporated herein.

Article XIII. Confidentiality.

Section 13.01

Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Park District and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary.

Section 13.02

The Contractor, each Subcontractor, and its Board members, employees, officials, Subcontractors and agents ("Contractor Parties") will keep confidential all information, including Park District Data, furnished to it by the Park District or otherwise learned by it in the performance of the Scope of Services hereunder, as well as information prepared by or on behalf of the Contractor.

Section 13.03

To the extent that the Park District specifically designates, orally or in writing, any information furnished by the Park District as confidential information, and with respect to all of the Park District Data ("Park District Confidential Information") such Park District Confidential Information and all information prepared by or on behalf of the Contractor based on Park District Confidential Information shall be subject to the provisions of this Section 13.03. The Contractor will ensure the confidentiality of this information in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of the Contractor's own most confidential information. All Contractor Parties with access to the Park District Confidential Information must sign a Confidentiality Statement certifying that such person or entity will not disclose, publish, or otherwise make available to any person or party the Park District Confidential Information protected by the Contract. The Contractor acknowledges that the disclosure of any Park District Confidential Information will give rise to irreparable injury to the Park District, which cannot be adequately compensated in damages. Accordingly, the Contractor agrees that the Park District may obtain injunctive relief against disclosure or threatened disclosure of the Park District Confidential Information, in addition to such other remedies that may be available to the Park District in law or at equity. This paragraph of the Contract will survive the termination of this Contract.

Section 13.04

To the extent that the Contractor specifically designates, orally or in writing, any information furnished by the Contractor as confidential information ("Contractor Confidential Information") such Contractor Confidential Information and all information prepared by or on behalf of the Contractor based on Contractor Confidential Information shall be subject to the provisions of this subparagraph 13.04. Notwithstanding the foregoing, all technology or proprietary information underlying or contained in the Software and/or Services shall be deemed Contractor Confidential Information without any need for designating the same as confidential or proprietary. The

Park District will ensure the confidentiality of this information in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of the Contractor's own most confidential information.

Section 13.05

If Contractor is presented with a request for documents by any administrative agency or with a subpoena regarding any records, data or documents which may be in Contractor's possession by reason of the Agreement, Contractor must immediately give notice to the Park District with the understanding that the Park District will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 13.06

Contractor understands, acknowledges and agrees that this Contract may be made available for public inspection or may be disclosed pursuant to the Illinois Freedom of Information Act, without any notice to Contractor, regardless of any proprietary markings on any portions of the Contract.

Article XIV. Indemnification.

Contractor must defend, indemnify, keep and hold harmless the Park District, its Commissioners, officers, representatives, agents, volunteers and employees, (Park District Parties) from and against any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person or any death at any time resulting from such injury, or any damage to property which may arise or which may be alleged to have arisen out of, or in connection with the work, goods and/or services covered by this Agreement provided by the Contractor and/or, including but not limited to, Contractor's employees, Board members, officials or agents or any of its Subcontractors or any of their Board members, employees, officials, agents, or subcontractors (collectively the "Contractor Parties"). The obligation to indemnify the Park District shall survive the termination or expiration of this Agreement.

Contractor shall defend the Park District Parties against any third party claims, and indemnify for and hold harmless the Park District Parties from and against any third party costs, damages, liability, reasonable attorneys' fees or other claim resulting from: (A) any claim alleging that (i) any intellectual property specifically developed, obtained for the Park District or created by the Contractor for the Park District and provided as a Deliverable hereunder or (ii) any of the Contractor's pre-existing intellectual property provided as a Deliverable hereunder (collectively the "Contractor Intellectual Property") infringes any patent, trademark, copyright, trade secret, or other intellectual property or proprietary right of a third party based on any use of the Services pursuant to the terms of this Agreement ; and (B) relating to any breach of the

Contractor's confidentiality obligation; and (C) arising out of any improper use of the Park District's Data.

In the event that the any Contractor Intellectual Property, Software or the Services, Services or any Deliverable or any part thereof becomes the subject of a an intellectual property infringement claim for which the Park District Parties have indemnification rights under this Article, Contractor shall have the right, at its option, either to: (1) replace the infringing portions of the Software, the Services, and/or Deliverable at no cost to the Park District with non-infringing software that is functionally equivalent or superior, (2) modify the Software, the Services, Service, and/or Deliverable so that it becomes non-infringing, or (3) obtain a license for the Park District to such rights under commercially reasonable terms. In the event that (A) an injunction is issued by a court of competent and final jurisdiction barring the Park District's exercise of the license rights granted under this Agreement or (B) the alternatives specified in (1), (2) or (3) above are not available to the Contractor or the Park District on a commercially reasonable basis, then the Park District may terminate the license for the infringing software and the Contractor shall refund to the Park District all fees paid by the Park District with respect to the infringing software and for all software impaired by the loss of such software, and shall reimburse the Park District for all direct costs associated with or arising out of the termination of such license.

The Park District agrees: (a) to notify the Contractor by certified mail, return receipt requested, promptly upon obtaining knowledge of any lawsuit for which it may be entitled to indemnification under this Agreement , provided that the failure to give such notice shall not affect Contractor's obligation to indemnify except to the extent of material prejudice to Contractor; (b) that the Park District shall permit Contractor to have the sole right to control the defense and settlement of any such lawsuit (provided that the Park District may opt to participate in the defense at its own expense); (c) to provide reasonable assistance to Contractor, at Contractor's expense, in the defense of same; and (d) not to enter into any settlement agreement or otherwise settle any such lawsuit without Contractor's express prior consent or request.

The Contractor must, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising in connection with this indemnity. If any judgment is rendered against the Park District Parties, the Contractor must at its own expense satisfy and discharge the judgment. If the indemnity pursuant to this Section is not permitted by the applicable law, then, to the maximum extent permitted by law, the Contractor will make full contribution to the Park District for its percentage share of any liability that is attributable to the Contractor Parties' acts or omissions. The Contractor expressly waives any legal limitations on its liability to the Park District Parties for contribution, including but not limited to limitations related to the payment of workers compensation benefits. The Contractor expressly understands and agrees that any bond or insurance protection required by this Agreement or otherwise provided by the Contractor, must in no way limit the Contractor's responsibility to indemnify and defend the Park District Parties pursuant to this Article. The indemnification contained herein will survive the termination of this Agreement.

Article XV. Compliance with All Laws

Section 15.01 Generally.

Contractor shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, including the Chicago Park District's Ethics Code, Chapter III of the code of the Chicago Park District, which is hereby incorporated by reference. This Agreement shall not be legally binding on the Park District if entered into in violation of the provisions of 50 ILCS 105, the Public Officer Prohibited Activities Act.

Section 15.02 Equal Employment Opportunity.

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to, the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference.

Section 15.03 Prevailing Wage Rates.

Contractor shall pay all persons employed by Contractor, or its subcontractors, prevailing wages where applicable. As a condition of making payment to the Contractor, the Park District may request the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers employed on contracts in accordance with Illinois Law.

Section 15.04 Deemed Inclusion.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

Article XVI. Special Conditions

Section 16.01 Minority Business Enterprises Commitment.

In the performance of the Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Park District as set forth in the MBE/WBE attached and incorporated herein as **Exhibit 5** as the Compliance Conditions, except to the extent waived or reduced by the Park District.

Section 16.02 Warranties and Representations.

In connection with signing and carrying out the Agreement, Contractor represents and warrants to the Park District that:

- (a) Contractor is appropriately licensed under Illinois law to perform the Services required under the Agreement and will perform no Service for which a professional license is required by law and for which Contractor is not appropriately licensed;
- (b) Contractor is competent to perform the Services and will provide experienced personnel to carry out the Services in a timely fashion;
- (c) Contractor will comply with all general terms, conditions and specifications as stated in the Agreement;
- (d) Any goods and/or services to be delivered hereunder shall be in full conformity with all manufacturer and seller express warranties and that the goods and/or services shall be free from defects in material, workmanship, or performance and shall conform to the specifications, drawings, and/or samples. Contractor agrees that this warranty shall survive inspection, acceptance and payment;
- (e) No article sold and delivered hereunder shall infringe any trademark, trade name, patent, copyright, or application therefore. In the event that any article sold and delivered hereunder shall be covered by any trademark, trade name, patent, copyright, or application therefore, Contractor shall indemnify and save harmless the Park District, its Commissioners, officers, employees and agents from any and all loss, cost, or expense on account of any and all claims, suits or judgments on account of the use or sale of such article in violation of rights under such trademark, trade name, patent, copyright, or application; That any goods to be delivered hereunder shall be manufactured, sold and installed in compliance with the provisions of all applicable federal, state, and local laws and regulations;
- (f) That any goods to be delivered hereunder shall be free and clear of all liens, claims or encumbrances of any kind;
- (g) That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the Park District;
- (h) Contractor is financially solvent; it and each of its employees, agents and subcontractors of any tier are competent to perform the Services required under the Agreement; and Contractor is legally authorized to execute and perform or cause to be performed the Agreement under the terms and conditions stated in the Agreement;
- (i) Contractor acknowledges that any certification, affidavit or acknowledgment made under oath in connection with the Agreement is made under penalty of perjury and, if false, is also cause for termination under the events of default and early termination provisions in the Agreement.

Section 16.03 **No Conflicts of Interest.**

No member of the governing body of the Chicago Park District (or any person who has served in such capacity during the prior two years), and no other trustee, officer, employee or agent of the Park District shall have any personal, financial or economic interest, direct or indirect, in this Agreement, or any subcontract or the performance of other work resulting therefrom.

Section 16.04 **Non-Collusion Affidavit.**

Contractor certifies that neither Contractor nor its agents, employees, officers and any subcontractors, has been engaged in or been convicted of collusion activities as defined on the Signature Page, Exhibit 6, attached and incorporated herein. Such certification is required in accordance with the Illinois Criminal Code.

Section 16.05 **Contractor's Employees.**

(a) The Park District has the right to require the Contractor to remove from their workforce any employees deemed incompetent, careless, or otherwise objectionable, or any personnel whose actions are deemed to be contrary to public interests or inconsistent with the best interests of the Park District's program.

(b) Damage and/or pilferage to Park District property and/or its contents by the employees of the Contractor shall be the Contractor's responsibility and losses shall be the liability of the Contractor.

(c) Contractor's employees are to be considered the employees of the Contractor and not the Park District and, therefore, Contractor shall comply with all Federal and State tax requirements and government regulations.

(d) Contractor shall not directly or indirectly hire or otherwise engage any full time Park District employee without the prior written consent of an authorized representative of the Park District.

Section 16.06 **Non-Liability of Public Officials.**

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

Section 16.07 **Participation by Other Government Agencies.**

Other government agencies may be eligible to participate in this Agreement if (a) such agencies are authorized, by law or their governing bodies, to participate in such Agreement, (b) such authorization is consented to by the Park District's Director of Purchasing, and (c) such participation has no net adverse effect on the Park District and results in no diminished services from Contractor to the Park District.

The Park District will not be responsible for payment of any amounts owed by any other government agencies, and will have no liability for the acts or omissions of any other government agency.

The government agency will be responsible for its ordering and payment processes. The Park District will not be responsible for rectifying any orders, invoices, or disputes relating to, or arising under the Agreement due to the government agency's participation. Furthermore, the Park District will not be a party to any modification to the terms and conditions of the Agreement to meet the government agency's specific requirements.

Article XVII. General Conditions

Section 17.01 Governing Law.

This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County in the State of Illinois.

Section 17.02 Assigns.

All of the terms and conditions of the Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns. Neither Contractor nor the Park District shall assign, sublet, transfer or convey all or any portion of this Agreement without the prior written consent of the other Party.

Section 17.03 Independent Contractor.

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

Section 17.04 Separate Contracts and Cooperation.

The Park District reserves the right to obtain other contracts or to employ its own forces to do the work adjacent to or immediately connected with Services performed under this Agreement.

If the Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must

otherwise comply with the reasonable requests and requirements of the Park District in connection with the termination or expiration.

Section 17.05 Waiver.

The making or failure to make any payment, take any actions or waive any rights shall not be deemed an amendment of this Agreement nor a consent to such action or to any future action or failure to act, unless the Party required to so consent or act expressly agrees in writing. No waiver by any party of any breach of any provision of this Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, any Party in any case shall, of itself, entitle such party to any other or further notice of demand in similar.

Section 17.06 Severability.

In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court or any other governmental body, this Agreement shall be construed as not containing such provision and any and all other provisions hereof which otherwise are lawful and valid and shall remain in full force an effect.

Section 17.07 Counterparts.

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

Section 17.08 Change of Address or Business Information.

The Park District's Director of Purchasing must be notified immediately of any change of address of Contractor, or any change in ownership, or of any change in Contractor's business organization as described in the submitted Economic Disclosure Statement (EDS).

Section 17.09 Entire Agreement.

The Agreement, including the entire RFP and the General Conditions stated therein, and the Exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon the Agreement that are not expressly addressed in the Agreement. If there is a conflict between the language in this Agreement and other language contained in the RFP, then the language in this Agreement shall govern.

Contractor acknowledges that Contractor was given ample opportunity and time and was requested by the Park District to review thoroughly all documents forming the Agreement

before signing the Agreement in order that it might request inclusion in the Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance.

Article XVIII. Notices.

Notices, requests or documents sent pursuant to this Agreement will be sent to the addresses and persons set forth below. All notices, requests or documents are deemed received when (i) delivered personally, (ii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt, or (iii) three days after the date of mailing when sent by registered or certified mail, return receipt requested.

All notices, requests or documents directed to Park District will be sent to it as follows:

Chicago Park District
541 N. Fairbanks Court
Chicago, Illinois 60611
Attention: Director of Purchasing

With copies to:

Chicago Park District
541 N. Fairbanks Court
Chicago, Illinois 60611
Attention: General Counsel

All notices, requests or documents directed to Contractor will be sent to it as follows:

Peralta-Garcia Innovations
1000 W. Monroe Street, Suite 1W
Chicago, Illinois 60607
Attention: President

Article XIX Authority

The persons signing this Agreement certify that they have power and authority to enter into and execute this Agreement.

Article XX Order of Precedence

In case of any conflict or inconsistency that cannot otherwise be resolved, the governing order of precedence of the component parts of the Agreement is as follows:

1. Executed Change Orders to the Agreement
2. The Agreement and Exhibits 4, 5, and 6
3. The Park District's Request for Proposal including the Scope of Services and any addenda, Exhibit 1.
4. Contractor's Technical and Price Proposals in response to the RFP, attached as, Exhibit 2 and Exhibit 3, respectively.

All Change Orders executed will be a part of the Agreement and will take precedence over any other part of the Agreement wherever they conflict therewith. A Change Order more recently executed will take precedence over any prior Change Order wherever it conflicts therewith

REMAINDER INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement.

Chicago Park District

Peralta-Garcia Innovations

By: _____
Michael P. Kelly
General Superintendent & CEO

By: _____
Its: _____

Attested By:

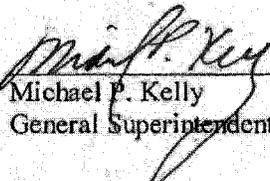
Secretary
Board of Commissioners
Chicago Park District

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement.

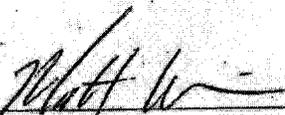
Chicago Park District

Peralta-Garcia Innovations

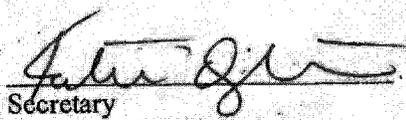
By:


Michael P. Kelly
General Superintendent & CEO

By:


Its: PRINCIPAL

Attested By:


Secretary
Board of Commissioners
Chicago Park District

IN WITNESS WHEREOF, I have hereunto set my hand and seal at the City of New York, this 1st day of January, 1901.

John D. Rockefeller

[Handwritten signature]

John D. Rockefeller

[Handwritten signature]

John D. Rockefeller

[Handwritten signature]

John D. Rockefeller

PROJECT SCOPE

INVITATION

The Chicago Park District ("CPD") is soliciting proposals from experienced companies to provide an online Internet based Reverse Auction Service for the CPD.

The awardee must have the professional qualifications and experience necessary for the satisfactory performance of all services required by this RFP, and shall provide all labor, materials, equipment, and vehicles necessary for the performance of all services in accordance with the terms and conditions of this specification. The services and materials provided must be competitively priced, of the highest and best quality, and delivered in a timely manner. Finally, the awardee will perform its services in a professional and courteous manner.

INTRODUCTION

When the CPD requires goods or services, it may, at its option, conduct a reverse auction. During the auction, bidders for the good or service being auctioned anonymously bid against each other until time expires. The CPD then selects the awarded bidder(s) based on the pricing obtained from the auction including bidder(s) responsiveness and responsibility. The reverse auctions will be conducted via an Internet web site.

The CPD is seeking a solution, which maximizes its current technology and will enable multiple bidders and/or manufacturers to submit bids during an allotted time period, on the CPD's requirements for goods and services. The reverse auction is a means of collecting bids for the procurement of goods and services using online Internet technologies. The benefits of this type of auction allow the CPD to define the desired good or service, and then receive bids online from registered bidders for the best price and terms in the market. Currently, the CPD uses a traditional competitive sealed bid process, in which sealed bids are received in the CPD and opened and read aloud during a specified time period. The award is to the lowest responsible and responsive bidder for the solicited goods or services.

DEFINITIONS

"Awardee" means the Proposer selected to provide the hosted web based reverse auction services for the Department of Purchasing.

The term "Auction Registered Bidder" means the bidder that has provided the required documentation per bid specification to the CPD and has received notice of registration for a reverse auction from the CPD prior to the CPD conducting a reverse auction.

"System" means the Awardee's online, web based, and hosted reverse auction including all hardware, software, and peripherals necessary for its operation.

SCOPE OF SERVICES

OVERVIEW

Services that the Awardee will provide include:

1. Providing a system to the CPD;
2. Conducting the auctions;
3. Providing consulting services to the CPD and identifying which items to reverse auction and how to structure the reverse auction;
4. Providing training and instruction to the CPD's suppliers/bidders on how to bid using the reverse auction technology/tools owned and operated by the Awardee;
5. Providing real-time monitoring of the auctions in progress;
6. Providing supplier/bidder and CPD assistance during the auction, if required;
7. Providing alternate systems and processes to obtain bids from non-standard supplier/bidders (e.g. a supplier/bidder without internet connectivity);
8. Providing vendor outreach assistance to the CPD to increase the pool of responsive and responsible bidders; and

9. Securing the integrity of the bid process**COMPENSATION**

The Awardee will provide its services at no cost to the CPD. Moreover, the CPD will incur no obligations and make no payments to the Awardee for services at any time. The Awardee will be paid solely on the basis of percentages of bid award amount for each reverse auction according to the schedule in the Cost Proposal section. Additionally, the Awardee will be fully responsible for any costs that they might incur in providing the services required under this contract, including, without limitation, storage, administrative costs, shipping, handling and transportation.

The Awardee will invoice and collect payment from the awarded auction registered bidder of any reverse auction in the amount due to the Awardee according to the schedule below within Thirty (30) days of the CPD acceptance and contract award of a bid managed by the Awardee.

The Awardee will not impose on the CPD or awarded auction registered bidder of any reverse auction any additional fees or charges over and above those set forth in the schedule in the Cost Proposal section.

The CPD reserves the right to negotiate all Awardee fees and payments schedules with regard to traffic scale and usage of the selected Awardee's service.

TECHNICAL REQUIREMENTS

Generally, the system for CPD staff must be able to run on Windows 7 based computers. Additionally, the system must be user friendly and flexible so that it can be modified to meet specific needs of the CPD, if necessary.

System access from the public bidder component must be able to run on all major browsers (e.g. Internet Explorer, Chrome, Firefox and Safari) and execute on all types PCs (e.g. Windows - 32bit based, Apple, Google).

Additional details of the technical requirements can be found below and in the Technical Features section that follow this Project Scope.

Hardware, Software and Network Configuration

The Awardee shall provide the CPD and auction registered bidders with the recommended computer, browser, and network configurations necessary to participate in the auctions. It is the auction registered bidder's responsibility to acquire the necessary equipment and, with assistance from the Awardee, configure it to access the auction. The CPD is not responsible to provide equipment and/or provide equipment software to auction registered bidders and/or vendors to participate in the auctions.

The CPD and the auction registered bidders must be equipped with the recommended computer, browser and network configurations necessary to participate in auction events.

Hardware or software components to be proposed must comply with the CPD hardware and software standards.

Connectivity

The Awardee shall ensure connectivity for each auction. Connectivity activities, including testing the participant's access to the auction, shall be completed not less than three (3) business days prior to the scheduled auction event. The Awardee shall ensure auction registered bidders are able to remain online throughout the entire reverse auction process. Further, the Awardee must provide alternate systems and/or processes to obtain bids from a supplier without internet connectivity and for a participant who is unable to remain online during auction.

NUMBER OF AUCTIONS

The CPD does not guarantee any number of auctions or dollars it will spend through a reverse auction process.

ACCOUNT MANAGEMENT

The Awardee shall provide an Account Manager who will be responsible for managing the Awardee's resources and fulfilling the terms and conditions of the contract. The Account Manager will be the primary contact for talking with, and reporting to the designated CPD representative. The Account Manager must have the authority to oversee and coordinate the following activities, including:

1. Establishing and maintaining reverse auction services that meet bid requirements.
2. Being the Awardee's on-site representative at the CPD for each auction.
3. Interacting with the Department of Purchasing representative regarding dispute resolution and
4. Participating in meetings to discuss the reverse auction process.

CONSULTING

The Awardee will provide guidance and recommendations regarding reverse auctions and the CPD's use of the reverse auction. The services that the Awardee shall provide include, but are not limited to the following:

1. Recommending for CPD approval types of commodities and services best suited for a reverse auction;
2. Providing the CPD with best practices for conducting reverse auctions;
3. Reviewing the specifications for each bid selected for reverse auction and providing recommendations;
4. Recommending methods or approaches to improve the CPD's reverse auction process;
5. Recommending ways to manage the CPD supplier/bidder relationship;
6. Providing strategic sourcing efforts to reach out to local, regional and national vendors to participate in each auction;
7. Providing assistance with the development of marketing plans and materials for reverse auctions;
8. Providing assistance in creating joint procurement opportunities for reverse auctioning that target under agencies, the City, municipalities, and potential supplier/bidders;
9. Recommending approaches to mitigating the risk of suppliers submitting overly aggressive bids that may result in underperforming or defaulted contracts;
10. Recommending ways to use reverse auction for complex procurements;
11. Informing the CPD of market conditions that may affect scheduled auctions; and
12. Performing online spend analysis and opportunity assessment to allow the CPD to include plans for scheduling reverse auction events, to select categories best suited for reverse auctions, and establishing saving targets.

In addition, the CPD is also interested in information on systems containing features that provide multi-dimensional bidding in association with reverse auction. This could also include capabilities for vendor audit, ranking non-price factors such as warranty period, and help desk service.

TRAINING**CPD Staff**

The Awardee shall provide training for CPD staff to oversee the reverse auction processes. This training must specifically address the staff roles and responsibilities in the reverse auction process and use of the online reverse auction bidding system. The training for CPD staff will take place at the CPD's Administrative offices at 541 N. Fairbank, Chicago, IL and occur during normal business hours of 8:30 a.m. to 4:30 p.m., Monday through Friday.

The Awardee will provide user manuals to the CPD. Also, training may include an interactive tutorial, help desk, or a trial auction as appropriate.

If necessary, the Awardee will provide training to CPD staff and update the user manuals whenever there is an upgrade or modification to the reverse auction system software.

Staff training and acceptance testing must be completed prior to conducting a live auction on behalf of the CPD.

Auction Registered Bidders

The Awardee must train the auction registered bidders on how to use the online reverse auction bidding system, and the Awardee shall ensure that the auction registered bidders for an auction event have been adequately trained prior to initiating an auction. Training must be consistent with description provided in the Awardee's proposal. Training may include an interactive tutorial, help desk, or a trial auction as appropriate.

The Awardee shall provide user manuals to auction registered bidders. This manual must include information to assist users (CPO's and bidders) for the effective use the reverse auction system. This manual may include any necessary disclaimer forms. Any disclaimers included in the training package must be approved by the CPO prior to distribution. Additionally, whenever there is a modification to the online reverse auction bidding system software, the Awardee shall provide updates to the user manual.

If necessary, the Awardee will provide training to auction registered bidders and update the user manuals whenever there is an upgrade or modification to the reverse auction system software.

TESTING OF THE SYSTEM

Prior to the first live reverse auction, the Awardee shall test the system to verify that it is free from defects, operates and performs efficiently and as described in the Awardee's technical documentation, and meets the CPO's requirements. Additionally, the CPO may require system modifications to address specific performance that will need to be tested prior to implementation. The Awardee must provide test results and documentation attesting that all required functionality are met and that the system is ready for use.

OPERATION OF THE REVERSE AUCTION

Auction Registration

All bidders shall be fully "auction registered" with the CPO prior to the auction. The Awardee must provide each auction registered bidder a unique user identification and password to authorize access to the reverse auction either through access to the Awardee's host site, Awardee's Internet Service Provider, or through applications installed on the auction registered bidder's computer.

Auction Parameters

Within the auction, the CPO will establish the parameters of the bidding process. These parameters include, but are not limited to: (1) post time; (2) open bid time; (3) close bid time; (4) extended bidding period; and (5) whether proxy bids will be accepted.

Display of Bid on Platform

Additionally, after any bid has been identified for reverse auction, and the specification has been reviewed and approved, the Awardee will build the actual bid on the web based platform so the CPO may review how the reverse auction will look to the auction registered bidders. This will be populated and on-line display for the CPO to review prior to the actual auction.

Open and Closing of Auction

The Awardee will ensure the auction opens on time and will oversee the auction throughout its duration, no matter how long the auction lasts.

Auction Closeout

When the reverse auction is closed, the Awardee will provide bid tabulations and other information and reports to the CPO, including:

1. **Auction Reports:** Upon the close of each auction, the Awardee will provide the CPO with two reports: (i) bid tabulations; and (ii) bid logs. These documents will state the pricing offered by each auction registered bidder as well as the time stamped bids placed throughout the auction.

2. Survey information: feedback received from the participating bidders regarding their view of the auction experience. The Awardee will also survey relevant CPD personnel and share this information with the Department of Purchasing.

The Awardee will be available to assist the CPD, as needed, during the award process.

Support

The Awardee shall provide support at all times including prior to, during, and after each auction. Additionally, the Awardee must provide a toll-free telephone number to be used for support issues.

During an auction, the Awardee shall monitor participant connectivity in real-time and respond to connectivity and other issues. Also, the system must be able to provide any auction registered bidder that is experiencing difficulties during an auction with a mechanism to immediately contact the Awardee. Further, regarding issues that arise during an auction, the Awardee is required to immediately address and resolve the problem. If the issue cannot be resolved, the Awardee shall immediately inform the CPD.

For support issues that arise outside of an auction, the Awardee must respond to a call within four (4) business hours.

The Awardee shall follow a strict policy (approved by the CPD prior to implementation) when storing confidential information to individuals should a request for a lost password or other such confidential information be solicited.

"Difficulties" include any circumstance or problem that interferes with the auction registered bidder's ability to participate in the auction and may include, but is not limited to data entry errors or software problems and hardware problems.

If the Awardee and/or the CPD determine that any auction registered bidder(s) has been disadvantaged by a problem, the Awardee and CPD will investigate the nature of the problem. If the problem was due to a failure or problems caused by the Awardee, the Awardee will correct the problem and the CPD reserves the right to authorize an alternate means of bid submission.

The reverse auction system shall have real time monitoring capability to monitor problems and issues during an auction. The system shall include a contingency plan for system failure. The CPD shall have the capability to pause or temporarily suspend an auction if system failure cannot be rectified during normal business hours on the day of the auction.

Security

The Awardee will establish and maintain a secure private network. Moreover, the proper handling of information regarding the procurement of goods and services and the assured integrity of the bidding process are of paramount importance to the CPD and require a very high level of security. Accordingly, the Awardee's system shall include security features designed to prevent any hacking, tampering and other security breaches.

The Awardee must establish and maintain a secure private network during the auction protected by the latest technology firewalls. Additionally, all auction data transmitted over the Internet shall be done through an encrypted transmission and a minimum of a 128 bit encryption. The Awardee shall take all reasonable security measures and precautions to protect the online reverse auction system using industry standard methods and continuously monitor the systems for unusual access activities using industry standard intrusion detection methods.

Auction registered bidders participating in an auction may not artificially manipulate the price of a transaction by any means. It is unacceptable to place bad faith bids, to use skills in the bidding process or to collude between the CPD and any supplier or suppliers with the intent or effect of hampering the competitive bidding process. The CPD along with the Awardee reserves the right to determine whether inappropriate bidding activity has taken place.

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EXHIBIT A – TECHNICAL FEATURES

Please indicate whether the Proposer's solution can provide the following functionality:

Functional Features

No.	Feature	Yes	No	Explanation (if no, explain)
1	Maintains an operations center for auction registered bidders and the CPO to call with questions or technical problems before, during, and after the auction			
2	Load all relevant auction events, technical parameters, and agendas provided by the CPO into the online auction system at least three days prior			
3	Ensure that only auction registered bidders and the CPO have access to appropriate auction information			
4	Conduct procedures for ensuring that auction registered bidders are trained and able to connect prior to the auction			
5	Implement security standards to handle regulations for password and other such confidential information required to log into an auction			

Description of Submitter

Provide a detailed description of the firm, including: (1) how many years the firm has been in business; (2) the overall number of employees and their responsibilities; (3) an overview of all the services that your firm provides; and (4) any other relevant information that describes your firm.

Introduction

Peralta Garcia Government Innovations (PGGI) is a technology procurement solutions firm that provides professional consulting and hosted software-as-a-service (SaaS) technology exclusively to government entities in the United States. PGGI provides consulting and an on-line reverse auction platform for local governments in implementing a reverse auction solution. PGGI believes in a comprehensive and integrated hands on approach and will not simply insert during an expedient period of time during the procurement process. PGGI will work with the Chicago Park District procurement team during their entire business process flow and will work with the District to advise and improve business process related to the Reverse Auction process. We are committed to working side by side the Chicago Park District and will remain involved long after each reverse auction event to ensure that the solution's benefits are maximized and customized to fit your needs and expectations. The District will benefit from the reverse auction solution, which will bring efficiency, transparency and cost-savings to its government procurement efforts.

Years in Business

PGGI was formed in March of 2009 by two firms who specialize in delivering solutions to the government sector. Peralta Garcia Solutions, a Chicago-based management and financial consulting firm, and Electronic Auction Services, an Ohio-based technology solutions firm, joined forces to bring new fully hosted reverse auction solution to the government market. Rather than just providing a hosted solution, the partners of PGGI agreed that the service offering needed to include a robust front-end consulting component in order to support the preparation of auctions by potential government clients. Prior to coming together as PGGI, the principals of the firm were planning and executing successful auctions from 2007 until current.

Number of Employees and Responsibilities

PGGI has 12 employees dedicated to the planning, consulting and running of reverse auctions for its clients. These employees are organized into the following departments: (1) Business Planning / Procurement Solutions, (2) Bid Operations, (3) Technology Solutions.

Many reverse auction platforms do not adequately re-create the rigor, security and integrity required for government procurement closed bid processes.

The PGGI platform replicates and preserves public bid standards and requirements.

Services Overview

Below please find detailed information on PGGI's service offering and approach to reverse auction solutions.

Introduction

The PGGI approach to reverse auction does not simply offer a web-based technology solution administered from a distance. Rather, we know that a successful reverse auction solution requires a local presence with hands-on and upfront consulting services that are included as a critical element and differentiator of our vendor-funded fee model. We view each reverse auction engagement as a true partnership with our client. Accordingly we will work side by side with the Chicago Park District to select the bids that are best suited for reverse auction success, craft the best specifications to drive value from the market, and source additional vendors to drive increased competition to the District's purchasing efforts.

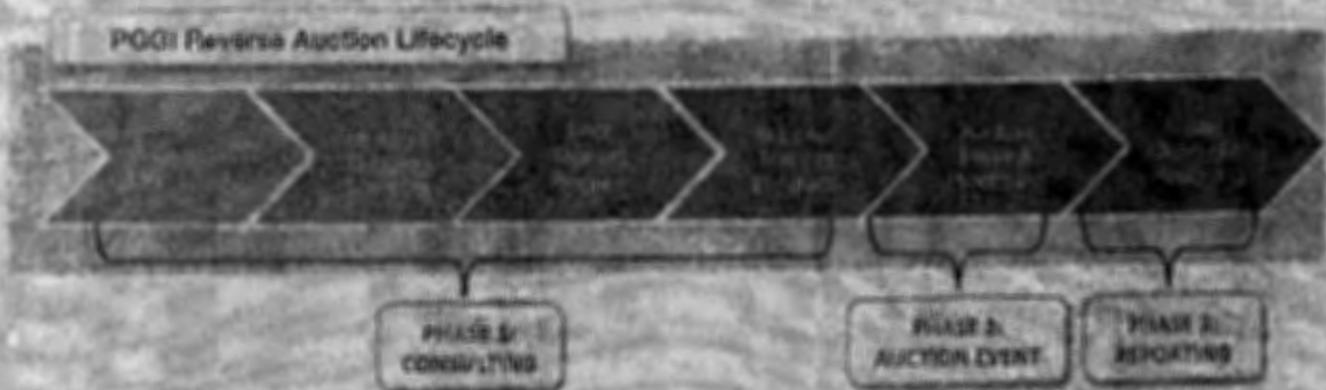
A Two-Step Approach

PGGI recommends and successfully implements a 2-step procurement process when utilizing reverse auction. This allows our clients to review responses and then approve and authorize compliant vendors for participation in the reverse auction pricing event. PGGI believes that this process best replicates the integrity of the closed bid process required in government procurements. PGGI will work with the District to understand its procurement process and then design an approach that delivers their desired results.

The following section and Service Offering is based on a two-step delivery methodology.

Reverse Auction Lifecycle & PGGI Service Offering

Our process calls for three phases that are applied to EACH and EVERY reverse auction opportunity - those three phases comprise our Reverse Auction Lifecycle as shown below:



Phase 1: Consulting Services

A successful reverse auction hinges heavily on the front-end work that is put into during the planning and strategizing period prior to issuing bid documents to the market. PGGI will provide the following services to the District during Phase 1 of the Reverse Auction Lifecycle:

- Bid selection services – PGGI will provide consulting based on experience and past results with different markets and services and commonly areas to work with the District to select bids

best suited for reverse auction. This includes a review of any of the District's buying plans for current and future fiscal years to assist the District in developing a strategic purchasing plan into future years. PGGI may also ask to speak with the end user departments in order to gain further insight into the District's challenges or particulars around each bid.

- **Document review** – Once a bid has been identified for the reverse auction process, or in preparation to help determine if a bid is suitable for reverse auction, PGGI will ask to review the following documents in order to provide insight into the best approach for meeting the market of suppliers:
 - Item specifications utilized for going to market
 - Current or contract or agreements for the bid with any specific buyer instructions or relevant terms and conditions that must be reviewed
 - List of previous suppliers and bidders, if any
 - Other District documents that may be relevant

Upon review of all documents, PGGI will provide feedback and recommendations in writing either via a Document Review Report or directly via gathering of documents provided.

- **Kick Off Call** – Once a bid is selected and the documents have been reviewed, PGGI will schedule a Kick Off Meeting or Call to review bid strategy, sourcing strategy, timeline pricing and bid milestones and timelines. Subsequent to this call PGGI will perform the following: (1) submit a preliminary Milestone Calendar to the District with relevant dates attached to the bid and (2) build the bid on the platform for District personnel to review.
- **Strategic Sourcing** – PGGI will provide strategic sourcing efforts within parameters defined by the District by reaching out to local, regional and national vendors to participate in the auction. PGGI has a Strategic Sourcing Department as part of its Bid Operations Division and can provide a range of services in this area from a full scale national sourcing effort to drive new vendors to the District's purchasing process to merely contacting existing vendors in advance of a procurement to make them aware of an upcoming opportunity. This effort is customized based on the District's needs for each reverse auction opportunity. For nearly all of its government reverse auction engagements, PGGI utilizes a subcontractor to assist in communication efforts to reach local and regional vendors and to communicate with local assist agencies.
- **Training** – PGGI will conduct user training with the District's employees to ensure that procurement personnel and end users understand the business process and benefits of a reverse auction program. In addition, PGGI provides a thorough, robust, and robust one-on-one training program with vendors who are approved to participate in the District's reverse auctions. After the District has received bid responses and selected the compliant and responsive firms, PGGI will schedule each approved vendor for a 30 minute one-on-one training session conducted via webinar where each vendor works with one of our trainers to place bids on the platform, review platform functionality, internet connectivity, secure login access and to review troubleshooting resources.

PHASE 1: CONSULTING
(Before the auction event)

- Bid selection for Auction
- Review & redline specifications
- Kick-Off mtg / call for win auction
- Strategic supplier sourcing
- Training & preparation

Phase 2: The Reverse Auction Event

The reverse auction event itself must be closely managed and monitored to ensure that results are compliant with the District's open bid process and that it is executable. PGGI breaks the management and monitoring into two distinct areas:

- (1) The on-site management of the auction event with District personnel – PGGI will provide a staff person to monitor and proctor each reverse auction at the District's offices. This proctor will check in with District procurement personnel and will set up AV equipment to allow District personnel to watch the live auction event, if desired. This proctor will also be in constant communication with PGGI's Bid Operations department. The proctor has the ability to pause the auction and confer with District personnel and Bid Operations if needed during the course of a reverse auction event.
- (2) The off-site management of the platform, software, and vendor connectivity – PGGI's Bid Operations and Technology teams will be actively monitoring the live bidding event and the platform once all vendors are in receipt of their secure login information. These teams will monitor when vendors are logged in or logged off and will be in contact with vendors as needed if a vendor logs off during a live bidding event. PGGI provides rigorous on-site and remote auction services to ensure a smooth bidding process and an executable bid.

- Auction proctoring – As outlined above, PGGI will provide an on-site representative at the District for each auction who will be in constant contact with PGGI's operational team. All vendors will have direct access to PGGI's operational team during the auction event in the event questions or issues arise.
- Day-of Vendor Preparations – PGGI's Bid Operations team will be in contact with all participating vendors the day of the auction to ensure they are accessing the platform and are ready to participate at the designated start time. If we observe that vendors have not put in their Placeholder Bids or are not logged in the morning of the auction our team will begin making contact with vendors.
- Open and Closing of Auction – PGGI will ensure the auction opens on time and will monitor the duration of the auction. It is possible that the start time will be delayed due to vendor difficulty or issues, in which case PGGI will consult with the District procurement personnel to determine if a delayed start time is acceptable. If a start time is delayed PGGI will communicate electronically and via phone with all participating vendors to communicate with them as needed.
- Vendor Management – PGGI will have access to all vendors during the auction and has the ability to communicate directly with vendors on behalf of the District or to field questions or issues that will be conveyed to the District procurement personnel for review and decision-making.

PHASE 2: THE AUCTION
(During the auction event)

- Auction proctoring at Desk
- Manage desk operations
- Open auction & live bidding
- Monitor from tech center
- Real-time supplementation
- Close bidding

Phase 3: Closeout & Reporting

When the reverse auction event is closed, PGGI will provide bid tabulations and other useful information so that the City can continue with its traditional award process.

- Auction Reports** – Upon the close of the Auction PGGI will provide the District with two reports: (1) Bid Tabulations Report and (2) Bid Log Report. These documents will demonstrate the pricing received by vendors for each line item of the bid as well as the time-stamped bids placed throughout the auction. PGGI is able to provide other reports to the Districts and will be happy to review those reports with the District at their convenience.
- Vendor & User Department Feedback** – PGGI will provide the District with feedback received from the participating vendors as to their view of the auction experience. PGGI will also survey relevant user departments to ascertain their feedback and will share this information with the District.
- Award Process** – After sending the above reports to the District, PGGI will be available to assist with additional information, if needed, during the award process. PGGI requests that the District provide a PO Report to PGGI on a quarterly basis showing POs for bids that were run on the reverse auction platform for PGGI billing purposes.

PHASE 3: CLOSEOUT
(After the auction event)

- Final billing and bid tabs
- Survey suppliers
- Survey agency
- Summary to agency
- Agency award process

Other Relevant Information

One of PGGI's single most important service differentiators is its commitment to hands-on and on-site service to all of its clients – whether that is the City of Chicago or the City of Los Angeles. We provide unique services that are included in the reverse auction commission fees including the following:

- Provide comprehensive support for all pre-proposal meetings scheduled and deemed by our clients – this support comes in the form of either in-person attendance and preparation for the pre-proposal meeting, remote electronic attendance or by setting up separate pre-proposal discussions for vendors via web ex to specifically discuss and display the reverse auction platform that vendors will be utilizing.
- On-site monitoring of ALL auctions that PGGI runs for a client. This means that EVERY auction run by the Chicago Park District will be attended by a representative of PGGI to ensure all client needs are met and that the auction is adequately proctored and monitored. This is in addition to the remote proctoring and monitoring that occurs by our technology and bid operations teams who are in constant contact with vendors and monitoring the technology performance.

As part of its services, PGGI will actively manage and consult with the Chicago Park District on each step in the reverse auction process working on-site and side-by-side on:

- bid selection and document review,
- supplier sourcing and training,
- proctoring and managing the auction event, and
- presenting pricing and detailed reports

The following pages include screenshots of PGGI's reverse auction system:

Buyer View of Reverse Auction interface

PGGI will provide the District with demonstrations and user acceptance of the system and interface at the Districts request and convenience.

[Home](#) | [Dashboard](#) | [Events](#) | [Users](#) | [Account](#) | [Log Out](#)

Nodes/Gateway, Street Lighting - Annual Contract RFQ# EV-2633

END DATED

City of Los Angeles

[Overview](#) | [BIDDERS](#) | [BIDS](#) | [BIDDERS AND BIDS](#) | [BIDDERS](#) | [MARKET](#)

REFRESH

00:00:00
01:17:53
12:00 PM
117 Bids
2 Bidders

Rank	Bidder	Bid	Amount	Amount	Amount
1	WESCO Distribution Inc	7%	\$1,496,712.25	\$1,525,408.50	\$142,200.25
2	CGS Meters	2%	\$1,248,712.25	\$1,220,111.50	\$153,600.75
3	Western Wholesale Electric Co	2%	\$1,248,712.25	\$1,220,224.50	\$151,710.75
4	Shawco	2%	\$1,248,712.25	\$1,214,228.12	\$142,207.13
5	Alpha Wholesale Electric	2%	\$1,248,712.25	\$1,210,261.75	\$142,242.50

00:00:00
01:17:53
12:00 PM
117 Bids
2 Bidders

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5	Alpha Wholesale Electric	2%	\$1,248,712.25	\$1,210,261.75	\$142,242.50

Incoming Bid Stream

ID	Time	Bidder	Line Item	Amount
0847	11:05:05	Western Wholesale Electric Co	ALL BIDDERS HAVE TIME FOR 2% OFF	\$1,411.05

Vendor View of Reverse Auction interface

PGGI will provide the District with demonstrations and user acceptance of the system and interface at the District request and convenience.

Dashboard Events News [View my dashboard](#) [Profile](#) [Logout](#)

Nodes/Gateway, Street Lighting - Annual Contract RFQ# EV-2633

Dashboard

City of Los Angeles

[Overview](#) [Comments](#) [Lots](#) [Attachments](#) [Reports](#) [Help for LAs](#)

[Refresh](#)

Nodes/Gateway, Street Lighting - Annual Contract 03/03/00 01/12/03 12/03/03 [Print](#)

Lot#	Lot#	Details	Qty	Unit	Assigned Qty
n/a	Node, RDAM, Individual Unit RFQ# EV-2633 Description	RFQ# EV-2633	1000	Each	0
n/a	Gateway, RDAM Pole, Mounted, Individual Unit RFQ# EV-2633 Description	RFQ# EV-2633	1000	Each	0
n/a	Kit, Activation, Hand Held PDA and GPS RFQ# EV-2633 Description	RFQ# EV-2633	1000	Each	0
RANK: N/A			TOTAL		

Capacity to Perform

Provide a summary of current and future projects and commitments and include projected completion dates. Describe how any subcontracted projects and/or contractual commitments to other clients will affect your ability to deliver the services required in this RFP. For each current and future project, identify the percentage of the services that will be performed by your firm and the percentage of the work that will be subcontracted to other firms.

PGGI is based in Chicago and has 12 employees dedicated to the planning, consulting and running of reverse auctions for its clients. PGGI currently is servicing two large and ongoing contractual government accounts: (1) the City of Chicago, and (2) the City of Los Angeles. In addition, PGGI has non-contractual ongoing relationships with entities such as Cook County Hospital, the City of Indianapolis, and others where we provide reverse auction services on an ongoing, as needed basis. The PGGI team provide ongoing support to the City of Chicago via its Chicago based headquarters team comprised of Gail Garcia Steffen and Leticia Parilla Davis with support from Scott Patterson from PGGI's Ohio office. The City of Los Angeles team is serviced by Gail Garcia Steffen from the Chicago office as well as Scott Patterson and Ben Koberna out of the Ohio office.

The Chicago Park District account would be serviced from our Chicago location with primary account management handled by Gail Garcia Steffen. If PGGI secures the District's account, Ms. Steffen will transition Los Angeles responsibilities to Scott Patterson so she will be a dedicated resource to the District. In addition to Ms. Steffen and Ms. Davis in Chicago, the Bid Operators and Technology Solutions teams will provide ongoing and regular support for all bid strategy, bid design, training, bid support, live bidding and technology concerns as they do on all PGGI accounts.

PGGI will provide 90 to 95% of the Services for the District with PGGI personnel and 5 to 10% of services will be deployed to a woman owned firm who can assist PGGI with local and regional communication efforts to vendors and other District stakeholders.

Proposed Solution

Proposed System

Describe in detail your proposed web based system in terms of website interface requirements and its capabilities in terms of functionality, user capacity, user friendliness, reliability, web content, database, system reports, security, and other and procedures to stress and use during online. Proposed must be complete and include Detail A - Technical Features form in the Scope of Services.

System Requirements

Our software is built using standard web technologies, and specifically avoids proprietary technologies such as Flash, ActiveX, and Java Applets. All application communication occurs over standard HTTP/HTTPS ports (80 and 443). The software expects a system running Windows, OS X, or Linux with a web browser meeting the following requirements:

- Internet Explorer - version 7 or higher; 9 optimal
- Google Chrome[®] - a version no older than 1 year is recommended
- Firefox[™] - a version no older than 1 year is recommended
- Safari (OS X) - version 4 or higher; 6 or higher optimal

1 - Does not follow a traditional release cycle, so no major version number is provided for Chrome & Firefox.

Our system does not require any specific system specifications outside of the versions listed above. Systems are required to be "reasonably modern" (tested on systems up to 4 years old).

Capabilities

The platform provides functionality in two core areas: reverse auction price collection and procurement automation. Software instances can be expanded to accommodate a theoretically infinite number of users by segmenting purchasing entities in to logical groups. Our primary systems contain thousands of users and have conducted purchasing events with close to 100 participants in a single event. More often, the constants of a purchasing event are non-technical.

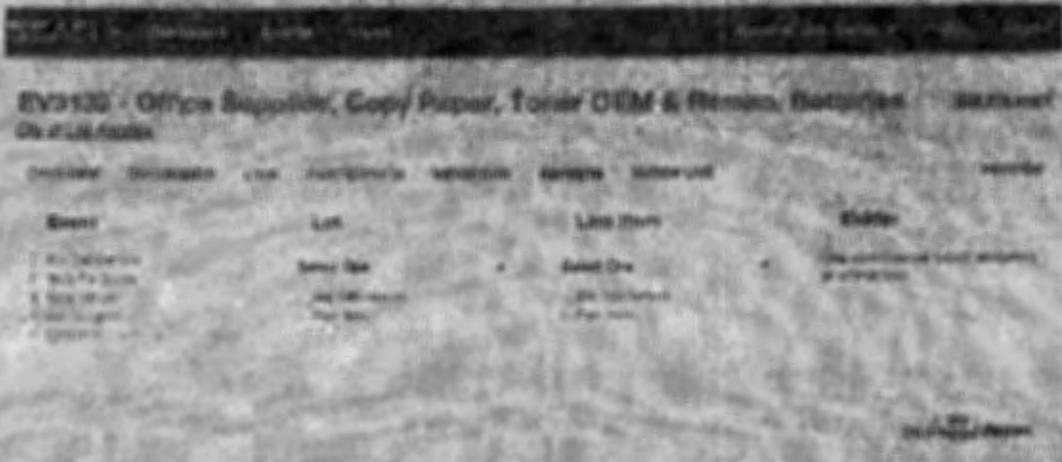
A strong emphasis is placed on simplicity and usability. Interfaces are built with a preference for text, rather than obscure symbols and icons. Information is organized in clear hierarchies, with the master unit of organization being a single purchasing "event". The system is searchable, and search provides "instant" feedback as you type.

Uptime

In a single-datacenter instance deployment, we achieved an uptime of 99.9% over the last year, with all downtime occurring in scheduled maintenance windows after hours.

Reporting

Event reports are available at several levels showing overall event results, lot level results, line item level results, as well as aggregate reports. The screenshot below shows the different variations of reports available to clients and users.



A completed copy of Exhibit A - Technical Features is attached to this section for your review.

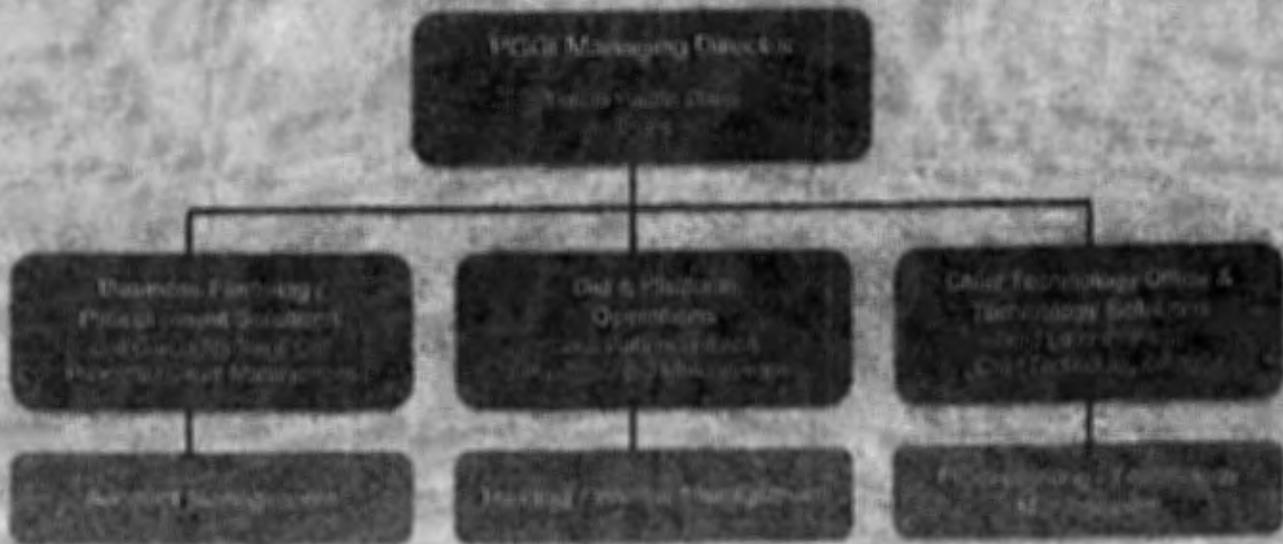
Organization Chart

Submit an organization chart, which clearly shows all entities (joint venture partners, if any, subcontractors) and relationship in terms of programs/services and key personnel involved and the following information:

- a) A chart, which identifies not only the proposed organizational structure, but also key personnel by name and title.
- b) The specific role of each of the entities in a team or joint venture for each task/work activity must be described.

Organization Chart with Joint Venture Firms Designated

Please note that joint venture partner firms are designated as follows for this chart: "PGS" means the staff person is a member of the Peralta Garcia Solutions joint venture firm and "EAS" means the staff person is a member of the Electronic Auction Services joint venture firm.



Key Personnel

PGGI Key Personnel

Leticia Peraltá Davis	Managing Director	Peralta Garcia Solutions
Gail Garcia Stallen	Principal / Client Management	Peralta Garcia Solutions
Vacant	Project Manager	Peralta Garcia Solutions
To be determined	Communications & Outreach	Peralta Garcia Solutions / subcontract
Ben Koberha	Business Development	Electronic Auction Services
Scott Peterson	Bid & Platform Operations	Electronic Auction Services
Brad Landers	Chief Technology Officer	Electronic Auction Services
William Greig	Lead Training Manager	Electronic Auction Services

Joint Venture Firm Roles and Responsibilities

Peralta Garcia Solutions LLC (PGS) & Electronic Auction Services Inc. (EAS)

As the majority joint venture partner, PGS provides the strategic growth direction, administration, and procurement and business consulting and client management services as its role in the PGGI joint venture.

In reference to the POGI Lifecycle outlined in the Service Offering section of this response, PGS is primarily responsible for any and all client management and consulting services contained in Phases I, II and III of the Reverse Auction Lifecycle. EASI is primarily responsible for all vendor, software, and platform management and interaction in Phase I, II and III. EASI owns and supports the software and system on which the reverse auctions run and therefore controls and manages all interaction with their system. PGS delivers necessary decision factors and information from joint venture clients through consulting and on-site interaction and provides necessary data to EASI for population into the system.

PGS and EASI collaborate regularly and often on many aspects of the Lifecycle especially in working with clients on bid strategy, strategic supplier sourcing, and all customizable auction features that the District will be able to drive and provide input on for each reverse auction event. It is critical to the joint venture success that PGS and EASI provide a seamless team that interfaces with its clients which we have achieved successfully with all of our government clients.

Dedicated Resources

Describe facilities, equipment, personnel, communication technology and other resources available for implementing the provided services.

The POGI solution is hosted on Xen-based VPS infrastructure at colocation facilities in Dallas, TX, New York, NY, and Fremont, CA. Dallas, TX (Colo4) is our primary facility, with an excellent track record of reliability. Primary application instances are hosted in Dallas, TX, with immediate deployment available in New York. Additional off-site, nightly backups are replicated to a data center in Fremont, CA, providing three-region geodiversity. Technologies implemented include:

- Xen virtualization platform
- Linux operating system
- Apache web server
- Phusion Passenger application server
- MySQL database server
- Memcached in-memory store
- Munin systems monitoring and alerting

Additional information about the Dallas facility can be obtained at the Colo4 website: <http://colo4.com/support/colo4>

Staffing Requirements

Staffing requirements provide an assessment of staffing needs for each major application to support all project functions. The assessment of staffing include full time equivalents for professional staff and supervisory personnel as the CPO. The CPO reserves the right to interview and structure staff engaged in the project.

We have outlined below a staffing deployment for each phase of the POGI Reverse Auction Lifecycle

Lifecycle Phase	Major Activity	Job Title	Professional	Supervisory
Phase I: Consulting	Bid selection	Account Manager	1	1
	Document review	Account Manager	1	1
	Roll Off Call / Meeting	Account Manager	1	1
	Strategic Sourcing	Account Manager & Bid Technician	2	1
	Testing	Bid Technician & Vendor Manager	2	1

Phase II: Auction	Procuring	Account Manager & Bid Technician	2	1
	Day-of Preparation	Bid Technician & Vendor Manager	2	1
	Open / Close Auction	Account Manager & Bid Technician	2	1
	Vendor Management	Bid Technician & Vendor Manager	2	1
Phase III: Closeout	Reporting	Account Manager	1	1
	Survey/ Feedback	Account Manager & Bid Technician	2	1
	Award process	Account technician	1	1

Project Management Methodology

Provides a detailed description of the proposer's approach to the project so that the OPD can clearly understand the manner in which the proposer would proceed if awarded the contract. Address the following:

Overview

The methodology utilized to manage the reverse auction services is built around the Account Manager as the single project lead from PGOI who interfaces with their clients. Our method positions the Account Manager as the primary point of contact so each client clearly understands who their contact person is to manage ongoing work cycles and troubleshooting. In addition, the Account Manager is empowered to deploy and utilize any other organizational resource within PGOI to achieve client objectives. We utilize a 4-step approach to project management as follows:

- | | |
|--------------------|--|
| Step One: | Analyze and Planning (Review of Current State) <ul style="list-style-type: none"> • Establish key stakeholders • Identify key drivers • Define project vision • Define critical subwork factors • Perform gap assessment • Identify requirements • Provide recommendations |
| Step Two: | Design (Future State) <ul style="list-style-type: none"> • Detailed design of process, technology, organization • Process modeling • Transition requirements • Project Plan |
| Step Three: | Implementation <ul style="list-style-type: none"> • Technology preparation • Organization preparation • Communications • Training |
| Step Four: | Governance <ul style="list-style-type: none"> • Process review and refinement • Performance management • Service level review • Reporting |

PGOI looks forward to reviewing this methodology in more detail if we are successful in being awarded the District's reverse auction services contract. Similarly, we will work with the District

collaboratively to implement projects, controls to ensure that District service levels are being achieved consistently.

Implementation Schedule

If PGOI is selected to be the District's reverse auction service provider, we will commence the implementation through an in-person Kick Off Meeting that must include all PGOI Key Personnel as well as the appropriate District procurement and business team members. At the Kick Off meeting we will establish the Milestone Document which will serve as the roadmap for the roll out of the overall reverse auction services project for the District. Since PGOI is providing a web hosted software system the migration and migration issues are typically minimal. However, we will include a user acceptance test as well as training to all levels of District stakeholders prior to the District's first auction. The final implementation schedule with attached milestones will be a result of the collaboration between PGOI and the District taking into account the District's organization, cost and technology requirements.

System Maintenance and Support

Describe your plan for online system maintenance, enhancement, upgrades scheduled and unscheduled support provided to end users.

Describe the policy and procedure for help desk support, time periods available and non-producing problem solving response times and methods.

Infrastructure Maintenance Policy

PGOI uses virtualized server infrastructure hosted in data centers located in Dallas, TX; New York, NY; and Fremont, CA. Periodically, system updates necessitate that the systems availability are impacted. These maintenance windows are scheduled in off-hours for US locations, typically between the hours of 11 PM and 3 AM, Eastern Time (US & Canada).

Helpdesk and Troubleshooting

Overview

PGOI maintains offices in Chicago, IL and Cleveland, OH. Staff members are available during business hours for general support questions, and direct contact to account managers is available during off hours. Our approach to purchasing services involves a tight working relationship between PGOI bid managers and client purchasing staff. Rather than simply supporting software, our staff are trained to support business actions. These strong relationships mean that your staff will always talk to someone who understands their need, rather than entering a support queue at a call center.

Account Relationship Structure

In the operating context of a purchase, the following roles are defined within BASI. Your staff will interface with these team members to facilitate purchases:

- **Account manager** - The account manager is the highest point of contact within BASI. They hold responsibility for the success of an event and provide strategic consulting on all bid related processes.
- **Bid technician** - The bid technician carries out the action items required to facilitate the purchase and tracks the progress of a purchase.
- **Vendor manager** - The vendor manager sources and interfaces with vendors, and provides individual training with vendors who will participate in purchasing events.

System Security

Describe in detail system security measures and monitoring standards to ensure the security and integrity of online bidding process including bid and vendor information.

NOTE: Disclosure and Privacy

This is an internal document that is shared with stated partners and clients. Please respect that while security through obscurity is not a tactic we rely on, it is never good practice to lay out your security plans for attackers to review. Please keep this document private and share only with relevant individuals.

Infrastructure Overview

The application is hosted on Xen-based VPS infrastructure. Our hosting stack includes the following elements:

- Operating system: Debian Linux
- Web server: Apache 2
- Application server: Phusion Passenger
- Database server: MySQL

We choose Debian as our Linux distribution for their rapid release cycle, including security fixes. All software is patched frequently after testing in a staging environment.

Access safeguards include the following:

- SSH key-pair (RSA 1024-bit minimum) authentication is used to access application servers
- No password based login allowed (strong key-pair required)
- Application deployment uses passwordless ssh-key authentication, avoiding a "global ssh key" exposure to application source code
- Fail2Ban automatically bans network hosts that repeatedly attempt password authentication at an IP firewall
- Servers are built from minimal installations, using only the required software with no superfluous services
- Unneeded web server modules are removed
- All database, system, and user passwords are unique and randomly generated

Physical Security

Our servers are located in a secure hosting facility in Dallas, TX featuring the following security highlights. Hosting facilities in the Asia-Pacific, European, US-West, US-Central, and US-East zones are available.

- 24x7x365 on-site staff
- Multiple layers of security & authentication; including card key, PIN, & biometric required for facility entrance
- Intrusion detection systems to prevent unauthorized electronic access
- Firewall management and monitoring services
- Full CCTV surveillance backed by digital recording on file for 90 days
- Constant management of all environmental systems (power, HVAC, fire, security and IDS)
- Remote monitoring of client equipment
- Motion detection for lighting

Application Security

The application is built using the Ruby on Rails application framework. The Rails framework offers implementation countermeasures that protect from many common attack vectors. We use the following:

CSRF - Cross Site Request Forgery

Unique request request forgery token required in all non-GET requests.

Session Fixation

Authentication system explicitly delete old session data when new authentication event occurs.

Session Hijacking

SSL is used to protect session information in transport.

Rails also features an elegant ORM interface that offers flexible tools for sanitizing user input, making it easier for programmers to prevent SQL injection attacks.

Authentication is provided by the Devise authentication plugin from Platformatic. Password information is encrypted using the recommended BCrypt library with irreversible encryption and unique salts per user record.

Experience

Provide a description of all current and previous experience in providing services of a comparable scope and magnitude to those identified in the scope, for each project mentioned. Include the description of the project; (i) the role of the your firm and services performed; (ii) the location of the project; (iii) the percentage of work performed by your firm and the percentage subcontracted out; (iv) key personnel involved and their titles; (v) the start and completion dates; (vi) the total contract amount; and (vii) contact names and numbers for each project.

PQGI has deep experience in providing reverse auctions for government and public clients which includes local, state, and federal government agencies of all sizes. We also have managed reverse auction and related processes for institutions such as hospitals and universities and cooperative purchasing groups. Reverse auctions represent a relatively new and fast-growing trend and are quickly becoming recognized for their ability to lower costs in today's environment of restricted budgets for state and local government agencies and institutions.

Below PQGI has listed in detail as requested its large and complex current government clients--in addition to these large contractual based government clients, PQGI also provides or has recently provided reverse auction services to the following since 2009:

- Cook County
- Cook County Health and Hospital System
- College of DuPage
- State of Michigan
- State of Indiana
- Chicago Transit Authority
- City of Writng, Indiana
- City of Indianapolis, Indiana
- City of Fort Wayne, Indiana

Clients for whom PQGI principals have managed reverse auction for prior to 2009 are listed at the

EXHIBIT 3

COST PROPOSAL

The Awardee will provide its services at no cost to the CPO. Moreover, the CPO will incur no obligations and make no payments to the Awardee for services at any time. The Awardee will be paid solely on the basis of percentages of bid award amount for each reverse auction according to the schedule below. Additionally, the Awardee will be fully responsible for any costs that they might incur in providing the services required under this contract, including, without limitation, storage, administrative costs, shipping, handling and transportation.

The Awardee will invoice and collect payment from the awarded bidder of any reverse auction in the amount due to the Awardee according to the schedule below within thirty (30) days of the CPO acceptance and contract award of a bid managed by the Awardee.

The Awardee will not impose on the CPO or awarded bidder of any reverse auction any additional fees or charges over and above those set forth in the schedule below.

The CPO reserves the right to negotiate all Awardee fees and payments schedules with regard to the city scale and usage of the selected Awardee's service.

Propose the commission for conducting reverse auctions for the following range of final bid award amounts. The percentage commission is charged by the Awardee to the CPO's successful event-registered bidder(s).

Bid Award Amount	% Commission
\$0 - \$100,000	1%
\$100,001 - \$500,000	1%
\$500,001 - \$2,000,000	1%
\$2,000,001 and above	1%

Proposers must quote a maximum compensation cap per auction event in both dollar and percentage subject to negotiation with the selected proposer.

Maximum compensation cap: \$ 50,000 per reverse auction event

Maximum compensation cap: 1 % per reverse auction event *but not to exceed \$50,000 per auction*

The Awardee must bill the awarded Bidder(s) based on actual usage throughout contract or through estimated usage in a one-time bill depending upon Bidder(s) preference.

The CPO reserves the right to negotiate a final fixed price, terms and conditions with the selected proposer.

If your commission rates vary from the form provided above, please attach additional sheets.

* All reimbursable costs must be built into the commission fee.

Exhibit 4

INSURANCE REQUIREMENTS
Chicago Park District

A. The Contractor shall procure and maintain at all times, at the Contractor's own expense, during the term of the Contract and any extensions thereof, the types of insurance specified below:

1. **Worker's Compensation and Employer's Liability Insurance** in accordance with the laws of the State of Illinois, with statutory limits covering all employees who are to provide a service under this Agreement, with limits of not less than \$500,000 for each accident or illness.
2. **Commercial General Liability Insurance** on an occurrence basis or equivalent with limits of liability not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 aggregate, including but not limited to bodily injury, personal injury, property damage, products/completed operations, contractual liability, cross liability and severability of interest. The Chicago Park District is to be named as an additional insured on a primary, non-contributory basis.
3. **Commercial Automobile Liability Insurance** when any motor vehicles are used in connection with work to be performed under this Agreement, the Contractor or his subcontractors (if any) shall provide \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Hired and non-owned vehicle coverage is to be included with any owned vehicle coverage. The Chicago Park District is to be named as an additional insured on a primary, non-contributory basis.
4. **Professional Liability Insurance** with limits of liability no less than \$1,000,000.
5. **Excess (Umbrella) Liability Insurance** with limits of liability no less than \$5,000,000.

The Contractor shall furnish to the Chicago Park District (Purchasing Department, 3rd Floor, 541 N. Fairbanks Court, Chicago, Illinois, 60611) original Certificates of Insurance evidencing the required coverage to be in force of the effective date of this Contract.

B Provisions

1. Contractor shall advise all insurers of the Agreement's provisions regarding insurance.

2. Contractor's insurance is to be placed with insurers authorized to do business in the State of Illinois and with a Best's rating of no less than A, covering all operations under this Agreement. Exceptions to this provision are only at the discretion of the Chicago Park District's Director of Planning and Development.

3. Contractor's insurance coverage shall be primary insurance as respects the Chicago Park District, its officers, officials, employees and volunteers. Further, Contractor agrees that insurers shall waive all rights of subrogation against the Park District.

4. Contractor expressly understands and agrees that any insurance protection furnished by Contractor hereunder shall in no way limit its responsibility to indemnify and save harmless the Chicago Park District under the provisions of this agreement.

5. Any insurance or self-insurance maintained by the Chicago Park District, its officers, officials, employees or volunteers shall not contribute to Contractor's insurance. The Chicago Park District shall have no responsibilities whatsoever to Contractor with respect to any insurance coverage, its procurement, or the absence thereof.

6. Contractor's insurance shall provide for sixty (60) days prior written notice to be given to the Director of Planning and Development in the event coverage is substantially changed, suspended, voided, cancelled, or not renewed.

7. Contractor shall furnish separate certificates and endorsements for each subcontractor. Coverage for subcontractors shall be subject to all of the requirements stated herein.

8. The Chicago Park District maintains the right to modify, delete, alter or change these requirements. The Park District, Risk Management Division, maintains the right to alter, change, delete or otherwise modify these requirements from time to time.

EXHIBIT 5

SIGNATURE PAGE

This submission is to be completed and executed in accordance with the stated provisions.

IF SOMEONE OTHER THAN THE PRESIDENT SIGNED, submit a copy of the company's by-laws, a resolution, or power of attorney demonstrating that person's authority to bind the company contractually.

The undersigned hereby certifies that they have read and understood the contents of the solicitation and agree to furnish all the prices shown any or all of the services or items stated herein, subject to all instructions, terms, conditions, warranties, specifications and attachments herein, except only to the extent that the submitter has been advised within acceptance to this proposal. Failure to have read and understood all of the provisions of this solicitation shall not be cause to after the resulting contract or request additional compensation. Submitter agrees that the proposal shall be good and may not be modified or withdrawn for a period of 120 calendar days after the scheduled closing time for receipt of proposals.

Criminal Code: By signing this document, the submitter hereby certifies that they are not barred from submitting a proposal for this contract as a result of engaging in or being convicted of (a) bid-rigging in violation of Section 8 or (b) bid rigging in violation of Section 4, of the Illinois Criminal Code of 1971, as amended (720 I.C.S. 5/8-1-2 and 4) or any similar offenses of any state of the United States. A submitter who makes a false statement material to this solicitation commits a Class 3 felony.

Anti-Collusion: The submitter of this proposal hereby certifies that such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, exclusive or agent, and that said has not been a party to any agreement or collusion among submitters or prospective submitters in violation of Section of competition by agreement to propose a fixed price, or otherwise, or to refrain from proposing, and has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the Chicago Park District or of any Submitter or anyone else interested in the proposed contract.

- Business Organization: Sole Proprietor
 Partnership
 Limited Liability Company
 Corporation; State of Incorporation: _____

Submitter: Peretta Garcia Government Innovations
(Print or Type Name of Submitter)

Signature: [Signature] Date: 8/9/12
(Print or Type Name of Submitter or Authorized Officer/Representative)

Name/Title: Peretta Garcia Steffen / Principal
(Print or Type Name and Title of President or Authorized Officer/Representative)

Address: 1000 W. Monroe Suite 11W
(Print or Type Business Address)

City/State/Zip: Chicago IL 60607
(Print or Type City, State and Zip Code)

Telephone #: 312 271 7810 Fax 312 492 7299

NOTARY: [Signature] 08/09/12



If this proposal is submitted by a joint venture each business shall provide the information requested above.

SUBMITTERS MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA (IF ANY) BELOW.

Submitter acknowledges receipt of addenda: Number _____
 Dated _____

SCHEDULE A

Statement of Prime Submitter Regarding Its MBE/WBE Utilization Plan

TO BE COMPLETED BY SUBMITTER ONLY

Submitter: Peralta Garcia Government Project: Reverse Auction Services
Improvements Spol

Is the submitter a certified MBE/WBE?

MBE: Yes No WBE: Yes No

If yes, attach all current Letters of Certification.

NOTE:

CERTIFICATION OF THE SUBMITTER AS AN MBE SATISFIES ONLY THE MBE GOAL; THE WBE GOAL MUST STILL BE MET.
 CERTIFICATION OF THE SUBMITTER AS A WBE SATISFIES ONLY THE WBE GOAL; THE MBE GOAL MUST STILL BE MET.
 CERTIFICATION OF THE SUBMITTER AS BOTH MBE AND WBE MAY SATISFY ONE GOAL ONLY.

The submitter intends to perform work in connection with this project as a:

Gender:
 Male
 Female

Race/Ethnicity:
 Black/African American
 Hispanic American
 Asian American
 White American
 Other _____

Type of Firm:
 Partnership
 Sole Proprietorship
 Corporation
 Joint Venture
 Other _____

All MBE/WBE firms included in the following plan must be certified as such by a public or private organization such as the City of Chicago, Chicago Minority Supplier Development Council (CMSDC), Women Business Development Center (WBDC), and the Small Business Administration.

L. Participation of MBE/WBE Firms

In determining the manner of MBE/WBE participation in the performance of this contract, the submitter shall consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services, either directly or indirectly.

A. If submitter is a joint venturer and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of the Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Proposing MBE/WBE subcontractors/suppliers/consultants to perform work or supply goods or services not directly related to the performance of this contract is considered to be indirect participation.

MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: Peralta Garcia Solutions
 Address: 1000 W. Monroe, Suite 114, Chicago IL 60607
 Contact Person: Gail Garcia Sifton Phone: 312 371 7810
 E-mail: gail@peraltagarcia.com Fax: 312 492 7299
 MBE/WBE Participation: Dollars \$ _____ Percent: 51
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? Yes No

2. Name of MBE/WBE: Still seeking a WBE partner to provide
 Address: direct participation. We are committed
 Contact Person: to achieving this Phone: as soon as possible.
 E-mail: _____ Fax: _____
 MBE/WBE Participation: Dollars \$ _____ Percent: 5-10 %
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? Yes No

3. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 E-mail: _____ Fax: _____
 MBE/WBE Participation: Dollars \$ _____ Percent: _____ %
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? Yes No

4. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 E-mail: _____ Fax: _____
 MBE/WBE Participation: Dollars \$ _____ Percent: _____ %
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? Yes No

5. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 E-mail: _____ Fax: _____
 MBE/WBE Participation: Dollars \$ _____ Percent: _____ %
 Will this subcontractor be used for direct or indirect participation? (circle one)
 Schedule B and all current certification letters attached? Yes No

K. Summary of MBE/WBE Plans:

A. MBE Participation:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of Participation
<u>Peralta Garcia Solutions</u>	\$ _____	<u>51%</u>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Participation:	\$ _____	_____ %

B. WBE Participation:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of Participation
<u>Still seeking a WBE firm</u>	\$ _____	<u>5%</u>
_____	\$ _____	<u>-10</u>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE Participation:	\$ _____	_____ %

The submitter designates the following person as its MBE/WBE Liaison Officer:

Gail Garcia Sletten (312) 371 7810
Name and Title (Phone Number)

gail@peraltagarcia.com
(E-mail Address)

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal or state laws concerning false statements.

Bidder: Rodriguez Garcia Government Contractors
(Print or Type Name of Bidder)

Signature: Gail Garcia Date: 8/7/12
(Print Signature of Authorized Bidder Representative)

Name/Title: Gail Garcia, Station Principal/Owner
(Print or Type Name and Title of Person Signing Statement)

NOTE

If bidder is an MBE/WBE joint venture with a non-MBE/WBE firm, use the following signature page instead.

End of Schedule A

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
DO NOT FILL OUT OR SIGN THIS FORM IF YOU ARE THE FIRM SUBMITTED

Project: Lower Meridian Services

Firm: Health Garcia Solutions MBE Yes No
WBE Yes No

To: Health Garcia Government Investments and the Chicago Park District
(Name of Firm Contract-Submitter)

The undersigned intends to perform work in connection with the above projects as a:

- | | | |
|--|---|--|
| Gender: | RACE/ETHNICITY: | Type of Firm: |
| <input type="checkbox"/> Male | <input type="checkbox"/> Black/African American | <input type="checkbox"/> Partnership |
| <input checked="" type="checkbox"/> Female | <input checked="" type="checkbox"/> Hispanic American | <input type="checkbox"/> Sole Proprietorship |
| | <input type="checkbox"/> Asian American | <input type="checkbox"/> Corporation |
| | <input type="checkbox"/> White American | <input type="checkbox"/> Joint Venture |
| | <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other <u>LLC</u> |

The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification from public or private entities such as the City of Chicago, the Chicago Minority Supplier Development Council (CMSDC), the Women's Business Development Center (WBDC), and the Small Business Administration. Attach all current certification letters behind Schedule B.

The undersigned is prepared to provide the following services or supply the following goods in connection with the above project/contract:
Lower Meridian project identification with Close North District, all procurement and auction preparation and analysis, proposal preparation, auction prep and executing all auctions.

The above described performance is offered for the following price and described terms of payment:

51% of all revenues

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a written agreement for the above work with you as prime contractor, conditioned upon your execution of a contract with the Chicago Park District, and will do so within (3) three working days of receipt of a signed contract from the Chicago Park District.

Signature: [Signature] Date: 8/7/12
(Signature of Owner or Authorized Agent of MBE/WBE)

Name/Title: TRAIL GARCIA STEPPEN, Principal and Owner
(Full or Type Name and Title)

Address: 1000 W. Monroe, Suite 1W, Chicago IL 60607

Telephone: 312 371 7810 Fax: 312 492 7299

ALTERNATE
SCHEDULE A SIGNATURE PAGE
FOR MBE/WBE JOINT VENTURE WITH A NON-MBE/WBE FIRM

Complete this signature page only if you are an MBE/WBE operating as a joint venture with a non-MBE/WBE Firm

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal or state laws concerning false statements.

NOTE:

After filing this statement and before the completion of the joint venture's work on this project, if there is any change in the information submitted, the joint venturer must inform the Chicago Park District.

Penella Garcia Solutions
(Name of MBE/WBE Partner Firm)

Gail Garcia
(Print or Type Name and Title)

Gail Garcia Steffen, Principal
(Print or Type Name and Title)

3/9/12
(Date)

ELECTRONIC BUSINESS SERVICES, INC.
(Name of Non-MBE/WBE Partner Firm)

Matt Widdoss
(Print or Type Name and Title)

MATT WIDDOSSE, PRESIDENT
(Print or Type Name and Title)

8-7-2012
(Date)

ECONOMIC DISCLOSURE STATEMENT & AFFIDAVIT

WHO MUST SUBMIT AN EDS

APPLICANTS: Any individual or entity (the "Applicant") making an application to the Park District for action requiring approval of the Park District's Board of Commissioners ("Board of Commissioners").

ENTITIES HOLDING AN INTEREST IN THE APPLICANT: Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. However, if an entity filing an EDS is a corporation (or a direct or indirect, wholly-owned subsidiary of such corporation) whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934 as amended, only those shareholders that own ten percent (10%) or more of that filing entity's stock must file EDSs on their own behalf.

REQUIREMENT: The Chicago Park District (the "Park District") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any Park District action may be taken regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any Park District action will be interrupted.

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

ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS: By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the Park District may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the Board of Commissioners, or as of the date of the closing of your transaction.

PUBLIC DISCLOSURE: It is the Park District's policy to make this document available to the public on its internet site and/or upon request.

SECTION 0: GENERAL INFORMATION

Date this EDS is completed: October 5, 2012

- 1. Who is submitting this EDS? That individual or entity will be the "Undersigned" throughout this EDS.

Peralta Garcia Government Innovations

NAME OF ENTITY OR INDIVIDUAL

NOTE: The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as an Applicant
- Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Please identify the Applicant in which this entity holds an interest:

- 2. Business address of the Undersigned: 1000 W. Monroe, Suite 1W
Chicago IL 60607
- 3. Telephone: 312 492 7020 Fax: 312 492 7299 E-mail: ga@peraltogarcia.com
- 4. Name of contact person: Craig Garcia Steffen
- 5. Tax identification number (optional): ~~27-0726074~~ 27-0726074
- 6. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):
Pranding reverse auction services to the Chicago
Park District.

SECTION I: DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

- Individual
 - Business corporation
 - Sole proprietorship
 - Limited Liability Company
 - Joint venture
 - General partnership
 - Limited partnership
 - Not-for-profit corporation
- Is the not-for-profit corporation also a 501(c)(3)?
- Yes No
- Other entity (please specify) _____

2. State of incorporation or organization, if applicable:

n/a

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

- Yes No N/A

B. ORGANIZATION INFORMATION

1. IF THE UNDERSIGNED IS A CORPORATION:

- a. Year of incorporation: _____
- b. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the

corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name	Title

c. If the Undersigned is a corporation (or a direct or indirect wholly owned subsidiary of such corporation) whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

Name	Business Address	Percentage Interest

d. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business Address	Percentage Interest
Revatta Garcia Solutions	1000 W. Monroe Chicago IL 60607	51%
Electronic Auction Services	1737 Georgetown Rd Suite G Nelson Ohio	49%

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY: 44236

a. List below the name, business address and percentage of ownership interest of each (1) member and (2) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business Address	Percentage Interest

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name

Title

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name

Business Address

Percentage Interest

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

Name

Business Address

Percentage Interest

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY

First describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

Name

Business Address

Percentage Interest

SECTION II: BUSINESS RELATIONSHIPS WITH PARK DISTRICT OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. The Undersigned must indicate whether it had a "business relationship" with a Park District Commissioner in the twelve (12) months before the date this EDS is signed.
2. For the purposes of this EDS, a "business relationship" means any contractual or other private business dealing of a Commissioner, or his or her spouse, or of any entity in which the Commissioner or his or her spouse has a financial interest with a person or entity which entitles the Commissioner to compensation or payment in the amount of \$2,500 or more during the prior twelve months; but a "financial interest" does not include: (a) any interest of the spouse or of an employee or Commissioner which interest is related to the spouse's independent occupation, profession, or employment; (b) any ownership through purchase at fair market value or inheritance of less than 1 % of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (c) the authorized compensation paid to an Employee or a Commissioner for his office or employment; (d) any economic interest not distinguishable from the economic interests of the public generally; (e) a time or demand deposit in a financial institution; (f) a money market mutual fund account; or (g) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of a Commissioner's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the Park District.

B. CERTIFICATION

1. Has the Undersigned had a "business relationship" with a Park District Commissioner in the twelve (12) months before the date this EDS is signed?

Yes

No

If yes, please identify below the name(s) of the Park District Commissioner(s) and describe the relationship(s):

Advis LaVelle. Advis and her firm are the women business enterprise subcontractor to Peralta Garcia Gut Innovations for the City of Chicago reverse auction contract.

SECTION III: DISCLOSURE OF RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

"Lobbyist" means any person (1) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (2) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.
2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must ask the Park District's Director of Purchasing whether disclosure is required or make the disclosure.

B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name (Indicate whether retained or anticipated to be retained)	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (Indicate whether paid or estimated)

Check here if no such individuals have been retained by the undersigned or are anticipated to be retained by the undersigned.

SECTION IV: CERTIFICATIONS

A. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in this Section IV, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. 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 a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the Park District and the City of Chicago, using substantially the same management, ownership, or principals as the ineligible entity.

1. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago or the Park District. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

None.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

2. The Undersigned and its affiliates have not, in the past five (5) years, been found in violation of any Park District, City, state or federal environmental law or regulation. If there have been any such violations, note them below:

3. None.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- 4. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.
- 5. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in this Section IV, and will not, without the prior written consent of the Park District, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.
- 6. If the Undersigned is unable to make the certifications required in Section IV, A, provide an explanation:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B: CHILD SUPPORT OBLIGATIONS: CERTIFICATION REGARDING COURT - ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. *Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.*

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

Check one:

- 1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.
- 2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
- 3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not

entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court approved agreement for the payment of all such child support owed; or both (a) and (b).

___4. There are no Substantial Owners.

C. FURTHER CERTIFICATIONS

For purposes of this part, "Affiliated Entity" means an individual or entity that, directly or indirectly, controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. 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 a business entity following the ineligibility of a business entity to do business with federal or state or local government or unit thereof, including the Park District and the City of Chicago, using substantially the same management, ownership, or principals as the ineligible entity.

With respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity; any responsible official of the Undersigned; any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned; any Applicable Party or any Affiliated Entity acting pursuant to the direction or authorization of a responsible official of the Undersigned; any Applicable Party or any Affiliated Entity (collectively "Agents").

1. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in C.1.b of this section;
 - d. have not, within a five- (5) year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, within a five- (5) year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the Park District, City of Chicago or by the federal government, any state, or any other unit of local government.
2. Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five (5) years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five (5) years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:
 - a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the Park District, the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local

government in the United States of America, in that officer's or employee's official capacity

- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise, or
 - c. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct.
3. The Undersigned understands and shall comply with (a) all applicable requirements of Governmental Ethics under Park District Code, and (b) all the applicable provisions of the Park District Purchasing and Contracting Code.
 4. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (a) bid-rigging in violation of 720 ILCS 5/33E-3; (b) bid-rotating in violation of 720 ILCS 5/33E-4, or (c) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
 5. If the Undersigned is unable to certify to any of the above statements in this Part C, the Undersigned must explain below:

None.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

D. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part IV, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, or pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code.

1. CERTIFICATION

The Undersigned certifies that the Undersigned [check one]

is
 is not

a "financial institution" as defined above.

2. IF THE UNDERSIGNED IS A FINANCIAL INSTITUTION, THEN THE UNDERSIGNED PLEDGES:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code of the City of Chicago. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We

understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the Park District."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32- 455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code of the City of Chicago, explain here (attach additional pages if necessary):

None

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. CERTIFICATION REGARDING INTEREST IN PARK DISTRICT BUSINESS

Any words or terms defined in Park District Code have the same meanings when used in this Part IV.

- 1. Does any Commissioner or Employee of the Park District have a financial interest in his or her own name or in the name of any other person in the Matter?

[] Yes No

NOTE: If you answered "No" to Item IV.E.1, you are not required to answer Items IV.E.2 or IV.E.3 below. Instead, review the certification in Item IV.E.4 and then proceed to Part V. If you answered "Yes" to Item IV.E.1, you must first respond to Item IV.E.2 and provide the information requested in Item IV.E.3. After responding to those items, review the certification in Item IV.E.4 and proceed to Part V.

- 2. Unless sold pursuant to a process of competitive bidding, no Park District Commissioner or Employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (a) belongs to the Park District, or (b) is sold for taxes or assessments, or (c) is sold by virtue of legal process at the suit of the Park District (collectively, "Park District Property Sale"). Compensation for property taken pursuant to the exercise of any power of eminent domain does not constitute a financial interest within the meaning of this Part IV.

Does the Matter involve a Park District Property Sale?

[] Yes No

- 3. If you answered "yes" to Item IV.E.1, provide the names and business addresses of the Park District Commissioners or Employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

- 4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any Park District Commissioner or employee.

SECTION V: CERTIFICATIONS FOR FEDERALLY - FUNDED MATTERS

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary]:

None

If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.

2. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Section V.A.1 above, for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.
3. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in parts 1 and 2 above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at:

<http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page
<http://www.whitehouse.gov/omb/grants/grantsforms.html>.

4. The Undersigned certifies that either (a) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986, as amended; or (b) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986, as amended but has not engaged and will not engage in "Lobbying Activities".
5. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to Section V.A.1-4 above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the Park District upon request.

B. CERTIFICATION REGARDING NON-SEGREGATED FACILITIES

1. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other

storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

- 2. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any twelve- (12-) month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph for the duration of the contract (if any) and must make such certifications promptly available to the Park District upon request.
- 3. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

Subcontractors must submit to the Contractor a Certification of Non-segregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

C. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part C is to be completed only if the Undersigned is the Applicant.)

- 1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
 Yes No N/A
- 2. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
 Yes No N/A
- 3. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
 Yes No N/A

SECTION VI: NOTICE AND ACKNOWLEDGMENT REGARDING PARK DISTRICT ETHICS AND CAMPAIGN FINANCE ORDINANCES

The Park District's Governmental Ethics Code, Chapter III of the Park District Code, imposes certain duties and obligations on individuals or entities seeking Park District contracts, work, business, or transactions. The Undersigned must comply fully with the applicable codes.

By checking this box the undersigned acknowledges and understands that the Park District's Governmental Ethics Code, among other things:

- A. Provides that any contract negotiated, entered into or performed in violation of the Park District's Governmental Ethics Code can be voided by the Park District.
- B. Limits the gifts and favors any individual or entity can give, or offer to give, to any Park District Commissioner, employee, contractor or the spouse or minor child of any of them, including:
 - 1. any cash gift or any anonymous gift; and
 - 2. any gift based on a mutual understanding that the Commissioner's or employee's or Park District contractor's actions or decisions will be influenced in any way by the gift.
- C. Prohibits any Park District Commissioner or employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the Park District, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
- D. Prohibits any appointed Park District Commissioner from engaging in any contract, work, transaction or business of the Park District, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
- E. Provide that Park District Commissioners and employees or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the Park District, unless their services are wholly unrelated to their Park District duties and responsibilities.
- F. Provide that former Park District Commissioners and employees cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.
- G. Provide that former Park District employees and Commissioners cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

SECTION VII: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the Park District in connection with the Matter, whether procurement, Park District assistance, or other Park District action, and are material inducements to the Park District's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. If the Park District determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the Park District may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the Park District.
- C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the Park District in connection with the public release of

information contained in this EDS and also authorizes the Park District to verify the accuracy of any information submitted in this EDS.

- D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks Park District action.
- E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the Park District takes action on the Matter.

EDS CERTIFICATION

Under penalty of perjury, the person signing below (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the Park District.

GAIL GARCIA STEFFEN

(Print or type name of legal entity or individual submitting this EDS)

Date: Oct 5, 2012

By:

(sign here)

[Handwritten signature]

Print or type name of signatory:

Nichola Grant

Title of signatory:

Personal Banker

Subscribed to before me on [date] 5

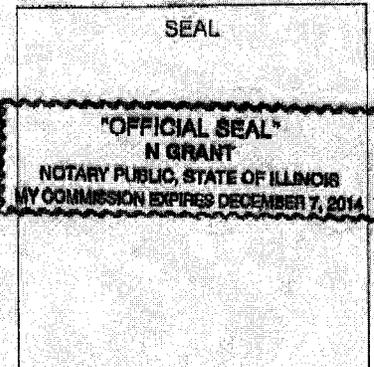
Bank of America

at October 2012 County, Lake

Illinois (state).

[Handwritten signature] Notary Public

Commission expires: December 7, 2014



ECONOMIC DISCLOSURE STATEMENT & AFFIDAVIT

WHO MUST SUBMIT AN E.D.S.

APPLICANTS: Any entity or individual (the "Applicant") making an application to the Park District for action requiring approval of the Park District's Board of Commissioners ("Board of Commissioners").

ENTITIES HOLDING AN INTEREST IN THE APPLICANT: Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. However, if an entity filing an EDS is a corporation (or a direct or indirect, wholly-owned subsidiary of such corporation) whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934 as amended, only those shareholders that own ten percent (10%) or more of that filing entity's stock must file EDSs on their own behalf.

REQUIREMENT: The Chicago Park District (the "Park District") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any Park District action may be taken regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any Park District action will be interrupted.

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

ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS: By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the Park District may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the Board of Commissioners, or as of the date of the closing of your transaction.

PUBLIC DISCLOSURE: It is the Park District's policy to make this document available to the public on its internet site and/or upon request.

SECTION 0: GENERAL INFORMATION

Date this EDS is completed: August 7, 2012

1. Who is submitting this EDS? That entity or individual will be the "Undersigned" throughout this EDS.

Peralta Garcia Solutions

NAME OF ENTITY OR INDIVIDUAL

NOTE: The Undersigned is the entity or individual submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

Check here if the Undersigned is filing this EDS as an Applicant

Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

2. Also, please identify the Applicant in which this entity holds an interest:

Peralta Garcia Government Innovations

Business address of the Undersigned: 1060 W. Monroe St. Ste 1W
Chicago IL 60607

3. Telephone: 312 492 7020 Fax: 312 492 7299 E-mail: gail@peralta-garcia.com

4. Name of contact person: Gail Garcia Steffen

5. Tax identification number (optional): 20-8807342

6. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include specification number and location if applicable):

Spec No: P-12000 for Reverse Auction Services for the
Chicago Park District

SECTION I: DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

- Individual
- Business corporation
- Sole proprietorship
- Limited Liability Company
- Joint venture
- General partnership
- Limited partnership
- Not-for-profit corporation

Is the not-for-profit corporation also a 501(c)(3)?
 Yes No

Other entity (please specify) _____

2. State of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes No N/A

B. ORGANIZATION INFORMATION

1. IF THE UNDERSIGNED IS A CORPORATION:

a. Date of incorporation: _____

b. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

NAME	TITLE

- c. If the Undersigned is a corporation (or a direct or indirect wholly owned subsidiary of such corporation) whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

NAME	BUSINESS ADDRESS	PERCENTAGE INTEREST

- d. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

NAME	BUSINESS ADDRESS	PERCENTAGE INTEREST

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

NAME	BUSINESS ADDRESS	PERCENTAGE INTEREST

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

- a. List below the name, business address and percentage of ownership interest of each (1) member and (2) manager. If there are no managers, write "no managers," and indicate how the company is managed.

NAME	BUSINESS ADDRESS	PERCENTAGE INTEREST
Leticia Peralta Davis	1600 W. Home	51%
Gail Garcia Steffen	Chicago IL 60607	49%

- b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

NAME	TITLE
Leticia Peralta Davis	President
Gail Garcia Steffen	Secretary

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY

- a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

NAME	BUSINESS ADDRESS	PERCENTAGE INTEREST
_____	_____	_____
_____	_____	_____

- b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

NAME	BUSINESS ADDRESS	PERCENTAGE INTEREST
_____	_____	_____
_____	_____	_____

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY

First describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.
Describe the entity:

_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION II: BUSINESS RELATIONSHIPS WITH PARK DISTRICT OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. The Undersigned must indicate whether it had a "business relationship" with a Park District Commissioner in the twelve (12) months before the date this EDS is signed.
2. For the purposes of this EDS, a "business relationship" means any contractual or other private business dealing of a Commissioner, or his or her spouse, or of any entity in which the Commissioner or his or her spouse has a financial interest with a person or entity which entitles the Commissioner to compensation or payment in the amount of \$2,500 or more during the prior twelve months; but a "financial interest" does not include: (a) any interest of the spouse or of an employee or Commissioner which interest is related to the spouse's independent occupation, profession, or employment; (b) any ownership through purchase at fair market value or inheritance of less than 1 % of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (c) the authorized compensation paid to an Employee or a Commissioner for his office or employment; (d) any economic interest not distinguishable from the economic interests of the public generally; (e) a time or demand deposit in a financial institution; (f) a money market mutual fund account; or (g) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of a Commissioner's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the Park District.

B. CERTIFICATION

1. Has the Undersigned had a "business relationship" with a Park District Commissioner in the twelve (12) months before the date this EDS is signed?

 Yes No

If yes, please identify below the name(s) of the Park District Commissioner(s) and describe the relationship(s):

Avis Lavelle - Ms. Lavelle is a subcontractor to Peralta Garcia as a WBB certified firm for an contract with the City of Chicago to provide Reverse Auction services.

SECTION III: DISCLOSURE OF RETAINED PARTIES**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

"Lobbyist" means any person (a) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (b) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.
2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either (a) ask the Park District's Director of Purchasing whether disclosure is required or (b) make the disclosure.

B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

NAME (indicate whether retained or anticipated to be retained)	BUSINESS ADDRESS	RELATIONSHIP TO UNDERSIGNED (attorney, lobbyist, etc.)	FEES (indicate whether paid or estimated)
---	------------------	---	--

None.

Check here if no such individuals have been retained by the undersigned or are anticipated to be retained by the undersigned.

SECTION IV: CERTIFICATIONS**A. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in this Section IV, the term "affiliate" means any individual or entity that, directly or indirectly controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. 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 a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the Park District and the City of Chicago, using substantially the same management, ownership, or principals as the ineligible entity.

- 1. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago or the Park District. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

None.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- 2. The Undersigned and its affiliates have not, in the past five (5) years, been found in violation of any Park District, City, state or federal environmental law or regulation. If there have been any such violations, note them below:

None.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- 3. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.
- 4. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in this Section IV, and will not, without the prior written consent of the Park District, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.
- 5. If the Undersigned is unable to make the certifications required in Section IV, A, provide an explanation:

None.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B: CHILD SUPPORT OBLIGATIONS: CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. *Note: This may include individuals disclosed in Section I (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.*

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

Check one:

1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois, or by another Illinois court of competent jurisdiction.
2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court approved agreement for the payment of all such child support owed; or both (a) and (b).
4. There are no Substantial Owners.

C. FURTHER CERTIFICATIONS

For purposes of this part, "Affiliated Entity" means an individual or entity that, directly or indirectly, controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. 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 a business entity following the ineligibility of a business entity to do business with federal or state or local government or unit thereof, including the Park District and the City of Chicago, using substantially the same management, ownership, or principals as the ineligible entity.

With respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity; any responsible official of the Undersigned; any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned; any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned; any Applicable Party or any Affiliated Entity (collectively "Agents").

1. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in C, 1, b of this section;
 - d. have not, within a five (5) year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

- e. have not, within a five (5) year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the Park District, City of Chicago or by the federal government, any state, or any other unit of local government.
2. Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five (5) years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five (5) years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:
- bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the Park District, the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - made an admission of such conduct described in a or b above that is a matter of record, but have not been prosecuted for such conduct.
3. The Undersigned understands and shall comply with (a) all applicable requirements of Governmental Ethics under Park District Code, and (b) all the applicable provisions of the Park District Purchasing and Contracting Code.
4. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
5. If the Undersigned is unable to certify to any of the above statements in this Part C, the Undersigned must explain below:

None.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

D. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part D, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, or pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code.

1. CERTIFICATION

The Undersigned certifies that the Undersigned [check one]

is
 is not

a "financial institution" as defined above.

2. IF THE UNDERSIGNED IS A FINANCIAL INSTITUTION, THEN THE UNDERSIGNED PLEDGES:

"We are not and will not become a predatory lender as defined in Chapter 2 -32 of the Municipal Code of the City of Chicago. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the Park District."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32- 455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code of the City of Chicago, explain here (attach additional pages if necessary):

None.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. CERTIFICATION REGARDING INTEREST IN PARK DISTRICT BUSINESS

Any words or terms defined in Park District Code have the same meanings when used in this Section IV.

- 1. Does any Commissioner or Employee of the Park District have a financial interest in his or her own name or in the name of any other person in the Matter?
 Yes No

NOTE: If you answered "No" to Item IV, E, 1, you are not required to answer Items IV, E, 2 or IV, E, 3 below. Instead, review the certification in Item IV, E, 4 and then proceed to Part V. If you answered "Yes" to Item IV, E, 1, you must first respond to Item IV, E, 2 and provide the information requested in Item IV, E, 3. After responding to those items, review the certification in Item IV, E, 4 and proceed to Part V.

- 2. Unless sold pursuant to a process of competitive bidding, no Park District Commissioner or Employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (a) belongs to the Park District, or (b) is sold for taxes or assessments, or (c) is sold by virtue of legal process at the suit of the Park District (collectively, "Park District Property Sale"). Compensation for property taken pursuant to the exercise of any power of eminent domain does not constitute a financial interest within the meaning of this Section IV.

Does the Matter involve a Park District Property Sale?
 Yes No

- 3. If you answered "yes" to Item IV, E, 1, provide the names and business addresses of the Park District Commissioners or Employees having such interest and identify the nature of such interest:

NAME	BUSINESS ADDRESS	NATURE OF INTEREST

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any Park District Commissioner or employee.

SECTION V: CERTIFICATIONS FOR FEDERALLY - FUNDED MATTERS

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter. (Begin list here, add sheets as necessary):

None.

If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.

2. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Section V, A, 1, above, for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.
3. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in parts 1 and 2 above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at:

<http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page
<http://www.whitehouse.gov/omb/grants/grantsforms.html>.

1. The Undersigned certifies that either (a) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986, as amended; or (b) it is an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986, as amended but has not engaged and will not engage in "Lobbying Activities".
5. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to Section V, A, 1-4 above, from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the Park District upon request.

B. CERTIFICATION REGARDING NON-SEGREGATED FACILITIES

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing

areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

- 1. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

- 2. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any twelve (12) month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph for the duration of the contract (if any) and must make such certifications promptly available to the Park District upon request.

- 3. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

Subcontractors must submit to the Contractor a Certification of Non-segregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

C. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part C is to be completed only if the Undersigned is the Applicant.)

- 1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
 Yes No N/A
- 2. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
 Yes No N/A
- 3. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
 Yes No N/A

SECTION VI: NOTICE AND ACKNOWLEDGMENT REGARDING PARK DISTRICT ETHICS AND CAMPAIGN FINANCE ORDINANCES

The Park District's Governmental Ethics Code, Chapter III of the Park District Code, imposes certain duties and obligations on individuals or entities seeking Park District contracts, work, business, or transactions. The Undersigned must comply fully with the applicable codes.

By checking this box the undersigned acknowledges and understands that the Park District's Governmental Ethics Code, among other things:

1. Provides that any contract negotiated, entered into or performed in violation of the Park District's Governmental Ethics Code can be voided by the Park District.
2. Limits the gifts and favors any individual or entity can give, or offer to give, to any Park District Commissioner, employee, contractor or the spouse or minor child of any of them, including:
 - a. any cash gift or any anonymous gift; and
 - b. any gift based on a mutual understanding that the Commissioner's or employee's or Park District contractor's actions or decisions will be influenced in any way by the gift.
3. Prohibits any Park District Commissioner or employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the Park District, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
4. Prohibits any appointed Park District Commissioner from engaging in any contract, work, transaction or business of the Park District, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
5. Provides that Park District Commissioners and employees or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the Park District, unless their services are wholly unrelated to their Park District duties and responsibilities.
6. Provides that former Park District Commissioners and employees cannot, for a period of one year after their Park District employment ceases, assist or represent another on any matter involving the Park District, if, while with the Park District, they were personally and substantially involved in the same matter.
7. Provides that former Park District employees and Commissioners cannot ever assist or represent another on a Park District contract if, while with the Park District, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

SECTION VII: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the Park District in connection with the Matter, whether procurement, Park District assistance, or other Park District action, and are material inducements to the Park District's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. If the Park District determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the Park District may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the Park District.
- C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the Park District in connection with the public release of information contained in this EDS and also authorizes the Park District to verify the accuracy of any information submitted in this EDS.

- D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks Park District action.
- E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the Park District takes action on the Matter.

EDS CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the Park District.

Peralta Garcia Solutions
(Print or type name of legal entity or individual submitting this EDS)

Date: 8/9/12

By:

Gail Steffen
(Sign here)

Print or type name of signatory:

Gail Garcia Steffen

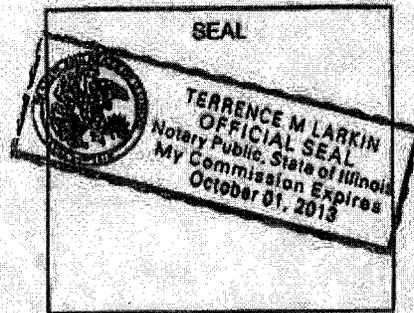
Title of signatory:

Principal / Owner

Subscribed to before me on [date] 08/09/12 at Cook County,

IL [state]
Terrence M. Larkin Notary Public

Commission expires: 10/01/13



ECONOMIC DISCLOSURE STATEMENT & AFFIDAVIT

WHO MUST SUBMIT AN E.D.S.

APPLICANTS: Any entity or individual (the "Applicant") making an application to the Park District for action requiring approval of the Park District's Board of Commissioners ("Board of Commissioners").

ENTITIES HOLDING AN INTEREST IN THE APPLICANT: Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. However, if an entity filing an EDS is a corporation (or a direct or indirect, wholly-owned subsidiary of such corporation) whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934 as amended, only those shareholders that own ten percent (10%) or more of that filing entity's stock must file EDSs on their own behalf.

REQUIREMENT: The Chicago Park District (the "Park District") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any Park District action may be taken regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any Park District action will be interrupted.

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

ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS: By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the Park District may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the Board of Commissioners, or as of the date of the closing of your transaction.

PUBLIC DISCLOSURE: It is the Park District's policy to make this document available to the public on its internet site and/or upon request.

SECTION 0: GENERAL INFORMATION

Date this EDS is completed: 8-7-2012

1. Who is submitting this EDS? That entity or individual will be the "Undersigned" throughout this EDS.

ELECTRONIC AUCTION SERVICES, INC
NAME OF ENTITY OR INDIVIDUAL

NOTE: The Undersigned is the entity or individual submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

Check here if the Undersigned is filing this EDS as an Applicant.

Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

2. Also, please identify the Applicant in which this entity holds an interest:

Business address of the Undersigned: 1737 GEORGETOWN RD.
SUITE G, HUDSON, OH 44236

3. Telephone: 330.931.4684 Fax: _____ E-mail: MATT@EAUCTIONSERVICES.COM

4. Name of contact person: MATT WIDDOS

5. Tax identification number (optional): _____

6. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include specification number and location if applicable):
BID MANAGEMENT AND REVERSE AUCTION SERVICES

SECTION I: DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

- Individual
 - Business corporation
 - Sole proprietorship
 - Limited Liability Company
 - Joint venture
 - General partnership
 - Limited partnership
 - Not-for-profit corporation
- Is the not-for-profit corporation also a 501(c)(3)?
 Yes No

Other entity (please specify) _____

2. State of incorporation or organization, if applicable:

OHIO

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes No N/A

B. ORGANIZATION INFORMATION

1. IF THE UNDERSIGNED IS A CORPORATION:

a. Date of incorporation: 2010

b. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

NAME	TITLE
<u>MATT WIDDOS</u>	<u>PRESIDENT</u>
<u>SCOTT PATTERSON</u>	<u>COO</u>
<u>BRAD LANDERS</u>	<u>CFO</u>

- c. If the Undersigned is a corporation (or a direct or indirect wholly owned subsidiary of such corporation) whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

NAME	BUSINESS ADDRESS	PERCENTAGE INTEREST
SCOTT PATTERSON	1737 GEORGETOWN RD, HUDSON, OH 44236	33%
MATT WIDDGES	"	33%
BRAD LANDERS	"	33%

- d. For corporations that are not registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

NAME	BUSINESS ADDRESS	PERCENTAGE INTEREST
SCOTT PATTERSON	1737 GEORGETOWN RD, HUDSON, OH 44236	33%
MATT WIDDGES	"	33%
BRAD LANDERS	"	33%

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

NAME	BUSINESS ADDRESS	PERCENTAGE INTEREST

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

- a. List below the name, business address and percentage of ownership interest of each (1) member and (2) manager. If there are no managers, write "no managers," and indicate how the company is managed.

NAME	BUSINESS ADDRESS	PERCENTAGE INTEREST

- b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

NAME	TITLE

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

NAME	BUSINESS ADDRESS	PERCENTAGE INTEREST

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

NAME	BUSINESS ADDRESS	PERCENTAGE INTEREST

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY

First describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity. Describe the entity:

NAME	BUSINESS ADDRESS	PERCENTAGE INTEREST

SECTION II: BUSINESS RELATIONSHIPS WITH PARK DISTRICT OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. The Undersigned must indicate whether it had a "business relationship" with a Park District Commissioner in the twelve (12) months before the date this EDS is signed.
2. For the purposes of this EDS, a "business relationship" means any contractual or other private business dealing of a Commissioner, or his or her spouse, or of any entity in which the Commissioner or his or her spouse has a financial interest with a person or entity which entitles the Commissioner to compensation or payment in the amount of \$2,500 or more during the prior twelve months; but a "financial interest" does not include: (a) any interest of the spouse or of an employee or Commissioner which interest is related to the spouse's independent occupation, profession, or employment; (b) any ownership through purchase at fair market value or inheritance of less than 1 % of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (c) the authorized compensation paid to an Employee or a Commissioner for his office or employment; (d) any economic interest not distinguishable from the economic interests of the public generally; (e) a time or demand deposit in a financial institution; (f) a money market mutual fund account; or (g) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of a Commissioner's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the Park District.

B. CERTIFICATION

1. Has the Undersigned had a "business relationship" with a Park District Commissioner in the twelve (12) months before the date this EDS is signed?

Yes No

If yes, please identify below the name(s) of the Park District Commissioner(s) and describe the relationship(s):

SECTION III: DISCLOSURE OF RETAINED PARTIES**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

"Lobbyist" means any person (a) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (b) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.
2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either (a) ask the Park District's Director of Purchasing whether disclosure is required or (b) make the disclosure.

B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

NAME (Indicate whether retained or anticipated to be retained)	BUSINESS ADDRESS	RELATIONSHIP TO UNDERSIGNED (attorney, lobbyist, etc.)	FEES (Indicate whether paid or estimated)
---	------------------	---	--

Check here if no such individuals have been retained by the undersigned or are anticipated to be retained by the undersigned.

SECTION IV: CERTIFICATIONS**A. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in this Section IV, the term "affiliate" means any individual or entity that, directly or indirectly controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. 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 a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the Park District and the City of Chicago, using substantially the same management, ownership, or principals as the ineligible entity.

- 1. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago or the Park District. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- 2. The Undersigned and its affiliates have not, in the past five (5) years, been found in violation of any Park District, City, state or federal environmental law or regulation. If there have been any such violations, note them below:

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- 3. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.
- 4. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in this Section IV, and will not, without the prior written consent of the Park District, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.
- 5. If the Undersigned is unable to make the certifications required in Section IV, A, provide an explanation:

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B: CHILD SUPPORT OBLIGATIONS: CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. Note: This may include individuals disclosed in Section I (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

Check one:

1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois, or by another Illinois court of competent jurisdiction.
2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court approved agreement for the payment of all such child support owed; or both (a) and (b).
4. There are no Substantial Owners.

C. FURTHER CERTIFICATIONS

For purposes of this part, "Affiliated Entity" means an individual or entity that, directly or indirectly, controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. 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 a business entity following the ineligibility of a business entity to do business with federal or state or local government or unit thereof, including the Park District and the City of Chicago, using substantially the same management, ownership, or principals as the ineligible entity.

With respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity; any responsible official of the Undersigned; any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned; any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned; any Applicable Party or any Affiliated Entity (collectively "Agents").

1. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in C, 1, b of this section;
 - d. have not, within a five (5) year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

- e. have not, within a five (5) year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the Park District, City of Chicago or by the federal government, any state, or any other unit of local government.
2. Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five (5) years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five (5) years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:
- bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the Park District, the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - made an admission of such conduct described in a or b above that is a matter of record, but have not been prosecuted for such conduct.
3. The Undersigned understands and shall comply with (a) all applicable requirements of Governmental Ethics under Park District Code, and (b) all the applicable provisions of the Park District Purchasing and Contracting Code.
4. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
5. If the Undersigned is unable to certify to any of the above statements in this Part C, the Undersigned must explain below:

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

D. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part D, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, or pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code.

1. CERTIFICATION

The Undersigned certifies that the Undersigned [check one]

is
 is not

a "financial institution" as defined above.

2. IF THE UNDERSIGNED IS A FINANCIAL INSTITUTION, THEN THE UNDERSIGNED PLEDGES:

"We are not and will not become a predatory lender as defined in Chapter 2 -32 of the Municipal Code of the City of Chicago. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the Park District."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32- 455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code of the City of Chicago, explain here (attach additional pages if necessary):

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. CERTIFICATION REGARDING INTEREST IN PARK DISTRICT BUSINESS

Any words or terms defined in Park District Code have the same meanings when used in this Section IV.

- 1. Does any Commissioner or Employee of the Park District have a financial interest in his or her own name or in the name of any other person in the Matter?

Yes No

NOTE: If you answered "No" to Item IV, E, 1, you are not required to answer Items IV, E, 2 or IV, E, 3 below. Instead, review the certification in Item IV, E, 4 and then proceed to Part V. If you answered "Yes" to Item IV, E, 1, you must first respond to Item IV, E, 2 and provide the information requested in Item IV, E, 3. After responding to those items, review the certification in Item IV, E, 4 and proceed to Part V.

- 2. Unless sold pursuant to a process of competitive bidding, no Park District Commissioner or Employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (a) belongs to the Park District, or (b) is sold for taxes or assessments, or (c) is sold by virtue of legal process at the suit of the Park District (collectively, "Park District Property Sale"). Compensation for property taken pursuant to the exercise of any power of eminent domain does not constitute a financial interest within the meaning of this Section IV.

Does the Matter involve a Park District Property Sale?

Yes No

- 3. If you answered "yes" to Item IV, E, 1, provide the names and business addresses of the Park District Commissioners or Employees having such interest and identify the nature of such interest:

NAME BUSINESS ADDRESS NATURE OF INTEREST

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any Park District Commissioner or employee.

SECTION V: CERTIFICATIONS FOR FEDERALLY - FUNDED MATTERS

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter. [Begin list here, add sheets as necessary]:

NA

If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.

2. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Section V, A, 1, above, for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.
3. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in parts 1 and 2 above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at:

<http://www.whitehouse.gov/omb/grants/sfilln.pdf>, linked on the page
<http://www.whitehouse.gov/omb/grants/grantsforms.html>.

1. The Undersigned certifies that either (a) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986, as amended; or (b) it is an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986, as amended but has not engaged and will not engage in "Lobbying Activities".
5. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to Section V, A, 1-4 above, from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the Park District upon request.

B. CERTIFICATION REGARDING NON-SEGREGATED FACILITIES

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing

areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

1. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

2. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any twelve (12) month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph for the duration of the contract (if any) and must make such certifications promptly available to the Park District upon request.
3. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

Subcontractors must submit to the Contractor a Certification of Non-segregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

C. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part C is to be completed only if the Undersigned is the Applicant.)

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
 Yes No *NPNA*
2. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
 Yes No *NPNA*
3. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
 Yes No *NPNA*

SECTION VI: NOTICE AND ACKNOWLEDGMENT REGARDING PARK DISTRICT ETHICS AND CAMPAIGN FINANCE ORDINANCES

The Park District's Governmental Ethics Code, Chapter III of the Park District Code, imposes certain duties and obligations on individuals or entities seeking Park District contracts, work, business, or transactions. The Undersigned must comply fully with the applicable codes.

By checking this box the undersigned acknowledges and understands that the Park District's Governmental Ethics Code, among other things:

1. Provides that any contract negotiated, entered into or performed in violation of the Park District's Governmental Ethics Code can be voided by the Park District.
2. Limits the gifts and favors any individual or entity can give, or offer to give, to any Park District Commissioner, employee, contractor or the spouse or minor child of any of them, including:
 - a. any cash gift or any anonymous gift; and
 - b. any gift based on a mutual understanding that the Commissioner's or employee's or Park District contractor's actions or decisions will be influenced in any way by the gift.
3. Prohibits any Park District Commissioner or employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the Park District, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
4. Prohibits any appointed Park District Commissioner from engaging in any contract, work, transaction or business of the Park District, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
5. Provides that Park District Commissioners and employees or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the Park District, unless their services are wholly unrelated to their Park District duties and responsibilities.
6. Provides that former Park District Commissioners and employees cannot, for a period of one year after their Park District employment ceases, assist or represent another on any matter involving the Park District, if, while with the Park District, they were personally and substantially involved in the same matter.
7. Provides that former Park District employees and Commissioners cannot ever assist or represent another on a Park District contract if, while with the Park District, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

**SECTION VII: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES,
DISCLOSURE**

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the Park District in connection with the Matter, whether procurement, Park District assistance, or other Park District action, and are material inducements to the Park District's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. If the Park District determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the Park District may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the Park District.
- C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the Park District in connection with the public release of information contained in this EDS and also authorizes the Park District to verify the accuracy of any information submitted in this EDS.

- D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks Park District action.
- E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the Park District takes action on the Matter.

EDS CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the Park District.

ELECTRONIC AUCTIONS SERVICES, INC Date: 8-7-2012
(Print or type name of legal entity or individual submitting this EDS)

By: [Signature]
(Sign here)

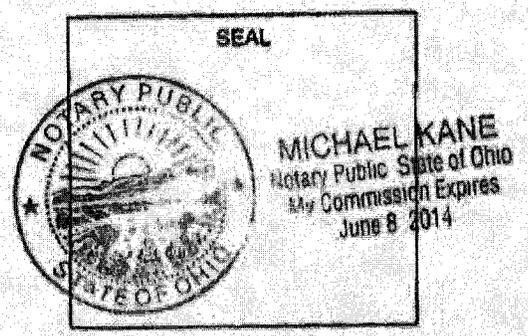
Print or type name of signatory:
MATT WIDDOWS

Title of signatory:
PRESIDENT

Subscribed to before me on [date] 8th Aug 2012 at Summit County,
OHIO [state]

[Signature] Notary Public

Commission expires: 6/8/14



**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

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

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

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

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

"Lobbyist" means any person or entity who lobbies.

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

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: Peralta Garcia Solutions

Address: 516 N. Ogden #134, Chicago, Illinois 60642

E-mail: gail@peraltagarcia.com

Contact Person: Gail Garcia Steffen Phone: 312 371 7810

Dollar Amount Participation: \$ 50% (dollar number unknown until after each reverse auction)

Percent Amount of Participation: 50% %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Peralta Garcia Solutions

Certifying Agency: City of Chicago

Address: 516 N. Ogden #134, Chicago IL 60642

Certification Expiration Date: April 1, 2015 (in re-cert process now)

City/State: Chicago Zip 60642

FEIN #: 20-8807342

Phone: 312 371 7810 Fax: n/a

Contact Person: Gail Garcia Steffen

Email: gail@peratagarcia.co

Contract #: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: none

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Peralta Garcia Solutions provides all onsite consulting. process and account management for Reverse Auction

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:
50%

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Gail G Steffen
Signature (M/WBE)

Scott T Patterson
Signature (Prime Bidder/Proposer)

Gail G Steffen
Print Name

Scott T Patterson
Print Name

Peralta Garcia Solutions
Firm Name

P66 I
Firm Name

3-4-15
Date

3-4-15
Date

Subscribed and sworn before me

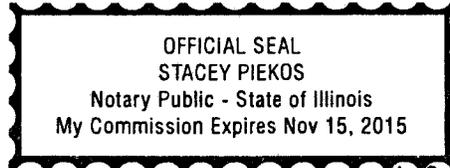
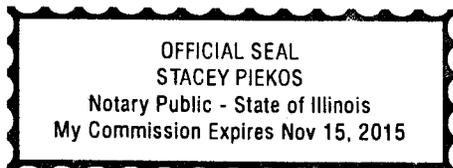
Subscribed and sworn before me

this 4th day of March 2015.
Notary Public Stacey Piekos

this 4th day of March 2015.
Notary Public Stacey Piekos

SEAL

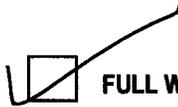
SEAL



PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER



FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)



(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)

(2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)

(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)

(4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)

(5) Engaged MBEs & WBEs for indirect participation. (Please explain)

Attempting to determine if we can satisfy via indirect. No role currently to divide contract.

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
<u>None.</u>	

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

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

b) If yes, list business addresses within Cook County:
516 N. Ogden #134
Chgo IL 60642

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

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

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

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): None

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

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

Identifying Information:

Name Peralta Garcia D/B/A: _____ EIN NO.: 27-0726074

Street Address: Government Diner/ches
516 N Ogden #134

City: Chicago State: IL Zip Code: 60642

Phone No.: 312 371 7810

Form of Legal Entity:

- [] Sole Proprietor [] Partnership [] Corporation [] Trustee of Land Trust
- [] Business Trust [] Estate [] Association [] Joint Venture
- [] Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Peralta Garcia Solutions	516 N. Ogden Chicago IL 60642	50
Electronic Auction Services	1696 Georgetown Rd Ste J Hudson OH 44236	50

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

Philip P. Scott Patterson
 Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
 Signature

Scott@eovation.com
 E-mail address

Partner
 Title

3-4-15
 Date

330-357-9404
 Phone Number

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

X [Signature]
 Notary Public Signature

My commission expires: 11-15-15

OFFICIAL SEAL
 STACEY PIEKOS
 Notary Public - State of Illinois
 My Commission Expires Nov 15, 2015
 Notary Seal

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: _____ Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

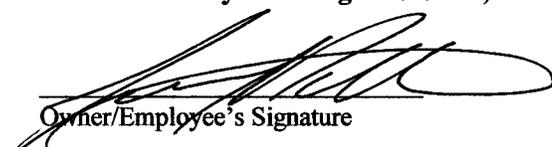
_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County **and** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

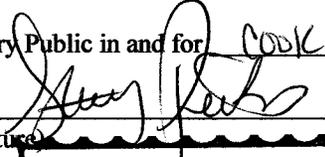
_____ There is **no** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

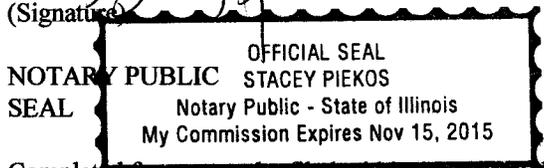
 _____
Owner/Employee's Signature Date 3-4-15

Subscribe and sworn before me this 4th Day of March, 2015

a Notary Public in and for COOK County



(Signature)



My Commission expires 11-15-15

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

**Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602**

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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

BUSINESS NAME: Peralta Garcia Government Innovations

BUSINESS ADDRESS: 1000 W Monroe Suite 1W, Chicago, IL 60607

BUSINESS TELEPHONE: 312-371-7810 FAX NUMBER: 312-492-7299

CONTACT PERSON: Gail Garcia Steffen FEIN/SSN: 27-0726074

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

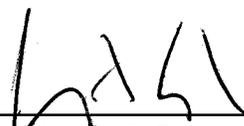
SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: 

Date: 3-3-15

Subscribed to and sworn before me this

3 day of MARCH, 2015.

X 
Notary Public Signature



My commission expires:
CLINTON SAMUEL
Notary Public, State of Ohio
My Comm. Expires April 28, 2016

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SECTION 6
COOK COUNTY SIGNATURE PAGE

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 30 DAY OF September, 2015

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1453-14267

OR

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

TOTAL AMOUNT OF CONTRACT: **All fees are vendor funded, with no charges to Cook County. Peralta Garcia Solutions will charge a One Percent (1%) fee to the winning bidder for each reverse auction, with a not to exceed amount of \$50,000 per bid award.**

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APPROVED AS TO FORM:

SEP 09 2015

NOT REQUIRED

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)