

**PROFESSIONAL SERVICES AGREEMENT**

**ONLINE AUCTION SERVICES FOR  
DELINQUENT PROPERTY TAX LIENS**

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY TREASURER'S OFFICE

AND

REALAUCTION.COM LLC

CONTRACT NO. 2410-01091

PURCHASE ORDER NO. 70000318326

**NON-FEDERALLY FUNDED CONTRACT**

# PROFESSIONAL SERVICES AGREEMENT

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Exhibit 1	Statement of Work and Schedule of Compensation
Exhibit 2	Information Technology Special Conditions (ITSC's)
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Employee and Official Business and Travel Reimbursement Policy
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Economic Disclosure Statement

## **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 Realauction.com LLC , doing business as a(an) Limited Liability Company of the State of Mississippi hereinafter referred to as “Consultant”, pursuant to authorization by the Cook County Board of Commissioners on July 25, 2024, as evidenced by Board Authorization letter attached hereto as EXHIBIT “6”.

## **BACKGROUND**

*The County of Cook issued a Request for Proposals “RFP” for Online Auction Services for Delinquent Property Tax Liens. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.*

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

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

## **TERMS AND CONDITIONS**

### **ARTICLE 1) INCORPORATION OF BACKGROUND**

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

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

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

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

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

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

**"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"** or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

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

**b) Interpretation**

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

**c) Incorporation of Exhibits**

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

Exhibit 1	Statement of Work and Schedule of Compensation
Exhibit 2	Information Technology Special Conditions
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Employee and Official Business and Travel Reimbursement Policy
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Economic Disclosure Statement

**d) Order of Precedence**

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

Exhibit 2	Information Technology Special Conditions
Exhibit 1	Statement of Work and Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Employee and Official Business and Travel Reimbursement
Exhibit 6	Board Authorization
Exhibit 7	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 8	Economic Disclosure Statement

**ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**a) Scope of Services**

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

**b) Deliverables**

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

The County may reject Deliverables 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 Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

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

**c) Standard of Performance**

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

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

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

**d) Personnel**

**i) Adequate Staffing**

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

**ii) Key Personnel**

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

**iii) Salaries and Wages**

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

**e) Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267

through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

**f) Insurance**

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

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

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

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

**Coverages**

**(a) Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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

**(b) Commercial General Liability Insurance**

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

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

The General Liability policy shall include the following coverages:

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

(c) **Commercial Automobile Liability Insurance**

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

(d) **Excess/Umbrella Liability**

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

Each Occurrence:       \$1,000,000

(e) **Professional Liability (Errors & Omissions)**

The Consultant shall secure insurance appropriate to the Consultant's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Consultant's obligations under this Contract and shall have a limit of liability of not less than \$1,000,000 per claim.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

(f) **Network Security & Privacy Liability (Cyber)**

The Consultant shall secure coverage for first and third-party claims with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

If any such policy is written on a claims-made form:

- (1) The retroactive coverage date shall be no later than the effective date of this contract.
- (2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Consultant must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

**Additional requirements**

(a) **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

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

(b) **Insurance Notices**

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

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

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

(c) **Waiver of Subrogation Endorsements**

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

**g) Indemnification**

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses,

damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**h) Confidentiality and Ownership of Documents**

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

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

**i) Patents, Copyrights and Licenses**

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

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware

and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

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

**j) Examination of Records and Audits**

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the 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 Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

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

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

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

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

**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 Consultant from its obligations or change the terms of the Contract. The Consultant 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 Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant 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 Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

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

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

**1) Professional Social Services**

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

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

**ARTICLE 4) TERM OF PERFORMANCE**

**a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on **August 1, 2024 ("Effective Date") and continue until July 31, 2027**, or until this Agreement is terminated in accordance with its terms, whichever occurs first.

**b) Timeliness of Performance**

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

**c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for two (2) additional 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 Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

**ARTICLE 5) COMPENSATION**

**a) Basis of Payment**

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

**b) Method of Payment**

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

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

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

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

**c) Funding**

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

**d) Non-Appropriation**

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

**e) Taxes**

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

**f) Price Reduction**

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

**g) Consultant Credits**

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

**ARTICLE 6) DISPUTES**

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

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

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

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the 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 Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

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

**ARTICLE 8) SPECIAL CONDITIONS**

**a) Warranties and Representations**

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

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

**c) Joint and Several Liability**

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

**d) Business Documents**

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

e) **Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse

Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

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

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

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
  - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement,

including the provisions concerning insurance and nondiscrimination.

- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

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

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

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the

Services that were assumed by the County as agent for the Consultant under this Section 9.b;

- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

**c) Early Termination**

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

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

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

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

**d) Suspension**

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

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

**e) Right to Offset**

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

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

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

**f) Delays**

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

**g) Prepaid Fees**

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

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

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

**ii) No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in

writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

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

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Contract Amendments**

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

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more

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

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

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

**d) Governing Law and Jurisdiction**

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

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own

terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

**h) Waiver**

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

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

**i) Independent Consultant**

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

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

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

**j) Governmental Joint Purchasing Agreement**

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

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

**k) Comparable Government Procurement**

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

**l) Force Majeure**

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

**m) Federal Clauses**

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

1. **Interest of Members of or Delegates to the United States Congress**  
In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.
2. **False or Fraudulent Statements and Claims**
  - (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement

it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

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

3. **Federal Interest in Patents**

- (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. **Federal Interest in Data and Copyrights**

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish

or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
  - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under

any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. **Records and Audits**

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

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

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

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

6. **Environmental Requirements**

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations,

guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

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

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency

(U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. **No Exclusionary or Discriminatory Specifications**  
Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.
8. **No Federal Government Obligations to Third Parties**  
The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.
9. **Allowable Costs**  
Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.
10. **Trade Restrictions**  
Contractor certifies that neither it nor any Subcontractor:
  - (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
  - (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
  - (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said

list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

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

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

11. **Contract Work Hours and Safety Standards Act**

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

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

construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

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

12. **Copyright Ownership**

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

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

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

13. **Visual Rights Act Waiver**

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor

represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

14. **Equal Employment Opportunity**

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of

the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965,

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

15. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145)**

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17. **Rights to Inventions Made Under a Contract or Agreement**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to

Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

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

20. **Debarment and Suspension (E.O.s 12549 and 12689)**

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

21. **Prohibition on Certain Telecommunications and Surveillance Equipment**

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary

or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## **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 Treasurer  
                                  118 North Clark Street  
                                  Chicago, Illinois 60602  
                                  Attention: Department Director

and

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

If to Consultant:       Realation.com LLC  
                                  861 SW 78<sup>th</sup> Avenue, Suite 102  
                                  Plantation, FL 33324  
                                  Attention: Lloyd E. McClendon, CEO

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

## **ARTICLE 12) AUTHORITY**

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

EXHIBIT 1

Statement of Work/Schedule of Compensation

Contract Not to Exceed: \$840,000.00

# Cook County Government

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## Statement of Work (SOW) for

Online Auction Services for Delinquent Property Tax Liens

Contract No.: 2410-01091

Vendor: Realauction.com, LLC

Date: August 1, 2024

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# 1. Executive Summary

This Statement of Work (SOW) is Realauction.com, LLC (“Realauction”) and Cook County (the “County”) and sets forth the scope, roles, responsibilities, and tasks regarding services the County has engaged Realauction to provide hereunder (the “Services”).

This Executive Summary Section is intended as an overview of the County’s objectives for the agreement. Following the Executive Summary, the terms of the SOW are documented in the appropriate level of detail.

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## 1.1 Background

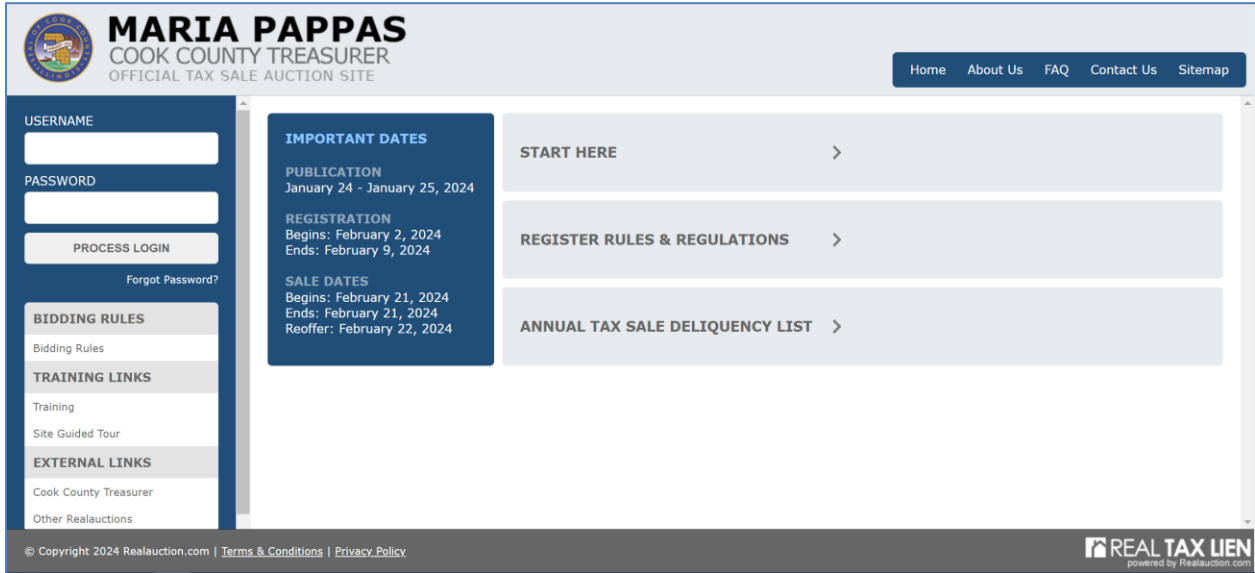
In 2024, the County published a request for proposals (RFP No. 2410-01091) seeking a firm with specialized experience in providing online auction services for delinquent tax liens. Through the RFP, the County sought a firm to host and maintain a public-facing website that provides the following:

- Online registration of tax buyers, including providing a test system for tax buyer training
- The recording and collection of collateral as required by the Cook County Treasurer's Office, including the ability to record negotiable letters of credit
- Auctioning of delinquent real estate tax liens in accordance with Illinois law, Cook County statutory directives, and the Cook County Treasurer's rules and procedures
- Collection of delinquent taxes and accrued statutory interest associated with the issuance of the tax lien certificate, along with any associated fees and costs, via an ACH debit settled directly into the Cook County Treasurer's Office’s designated bank account(s)
- Creation of a posting file per the Cook County Treasurer's specification along with any other requested informational reports of auction activity

The County will engage Realauction to provide the above-referenced services. Realauction has provided the County with a website containing the required functionality since 2008. The website is fully operational, requires no setup and is located at [www.cooktaxsale.com](http://www.cooktaxsale.com)

The following is the graphical representation of the current website homepage:

Table 1: Project Website



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## 2. Scope of Services

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### 2.1 Day One Operating Conditions

Realauction will provide a public-facing website (or “site”) that includes the following functionality listed below effective Day One:

- Online registration of tax buyers.
- The recording and collection of collateral as required by the Cook County Treasurer's Office, including the ability to record negotiable letters of credit and functionality permitting the Treasurer’s Office to approve all collateral submitted. The site will include the following as acceptable collateral: an ACH debit payment from a checking or savings account, a letter of credit, or an unconditional bond. Realauction will add additional types of collateral as requested by the Treasurer’s Office.
- Auctioning of delinquent real estate tax liens in accordance with Illinois law, Cook County statutory directives, and the Cook County Treasurer's rules and procedures;
- Collection of delinquent taxes and accrued statutory interest associated with the issuance of the tax lien certificate, along with any associated fees and costs, via an ACH debit settled directly into the Cook County Treasurer's Office’s designated bank account(s)

Realauction will also provide the following, effective Day One:

- A posting file per the Cook County Treasurer's specification along with any other requested informational reports of auction activity.
- A test system for tax buyer training.
- A non-public administration interface which provides several financial reports which detail all financial transactions made on the auction site. The administration interface will provide, at a minimum, the data elements found below:
  - Bidder Funds History Report
  - Bidder Reconciliation Report
  - Funds Summary
  - Funds Summary by Bidder

-View/Approve Refunds

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## 2.2 Software

The auction site for Cook County is located at <https://www.cooktaxsale.com/>. All programming code and data for the proposed site are securely stored on the Amazon Web Services platform.

No additional third-party software is used.

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## 2.3 Training

- Realauction shall be responsible for creating a County-specific training plan and material for the Online Auction Services for Delinquent Property Tax.
- Realauction will train key County users/trainers and they will in turn conduct the end-user sessions as required.
- The County Staff/Project Manager, or their designee, will review and approve all training material prior to its delivery.
- All training will be performed at the County site and will use County equipment. The training location should include training aids such as a projector, whiteboard and workstations. The training workstation should include a fully licensed version of all relevant software running against a training database which contains data for the County system users.

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## 3. Security and Compliance

Realauction will maintain, at a minimum, the requirements set forth in [Appendix 2 - Information Systems & Security \(37 Pages\)](#)

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### 3.1 Data Security Controls

Include overview of the System's software, hardware, and other controls supporting the System's data security. Overview must also provide a reasonably detailed explanation as to how the Realauction protects the System and County Data within each of the following additional data security categories (NOTE: the County recognizes that reasonable descriptions of each security attribute below will vary in length, some attributes requiring little explanation, others not.) (If proposer determines any of the following requirements to be inapplicable, proposer shall state so and shall also state the basis for determining each such requirement to be inapplicable):

- a. Password configurations (e.g., complexity, aging, etc.);
- b. Authentication configuration (e.g., active directory, encrypted data exchange, hash, etc.);
- c. Encryption configurations (e.g., symmetrical AES-256, asymmetrical RSA 2048, etc.) for both data at rest and data in motion;
- d. Logging/Auditing capabilities (e.g., verbose user tracking and reporting, etc.);
- e. Physical security (e.g., 24-hour security, alarms, restricted access, etc.);
- f. Personnel security (e.g., extensive background checks, annual recheck, etc.);
- g. Web Application configurations (e.g., SQL injection protection, buffer overflow, etc.);
- h. Network transmission security (LAN and VPN);
- i. Data that is to be transmitted off-site must be encrypted end to end.

*Items A thru E are covered in the attached Appendix 2*

Realauction will confirm all data-at-rest will not be stored outside of the continental United States.

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## 3.2 Secure Development and Configuration Practices

Realauction must describe its application development and configuration practices and how they will reasonably protect the security, confidentiality and privacy of County data and any individuals who may be considered data subjects as to the solution. Realauction will describe their adherence to the following guidelines:

- Microsoft Secure Coding Guidelines for the .NET Framework

Realauction does not use the .NET Framework.

- CERT Secure Coding Standards and OWASP Secure Coding Principles

Realauction complies with the NIST Coding standards which meets or exceeds CERT and OWASP Coding standards.

Please see the attached documents regarding Realauction secure development and configuration practices.

- IT-SEC-0100 Information Security Control Program (2)
- IT-DEV-0104 Web Application Security (3).docx

- Privacy by design principles

Realauction has a number of features and safeguards regarding user privacy, however we are not familiar with any written standard referred to as “privacy by design”.

- Federal Trade Commission’s Fair Information Practice Principles.

Realauction agrees it will comply with all FTC Fair Information Principles

**Notice/Awareness** - Consumers will be provided notice of before any personal information is collected from them.

**Choice/Consent** – Users will be provided options to control how their data is used. Users must affirmatively give permission for their information to be used for other purposes. Without the user taking affirmative steps to 'opt-in', Realauction will not use the information for any other purpose.

**Access/Participation** – Users will be provided the opportunity to view data collected and verify its accuracy.

**Integrity/Security** – Realauction will ensure the data collected is accurate and secure against both internal and external security threats. Access to personal data is limited to only those employees with the proper security credential. Industry standard encryption techniques are employed to prevent outside security threats.

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### **3.3 Compliance Requirements**

Realauction must provide sufficient detail on their compliance to data security controls (determines any of the following requirements to be inapplicable, Realauction will clearly state so and state the basis for determining each such requirement to be inapplicable):

- a. HIPAA, HITECH and the rules promulgated thereunder;
- b. Payment Card Industry standards, including but not limited to PCI DSS and PCI PA-DSS;
- c. 28 CFR 20 and the FBI's CJIS Security Policy;
- d. IRS Publication 1075;
- e. NIST 800-53, as revised;
- f. ISO 27001/27002, as revised.

*Items A thru F are covered in the attached Appendix 2*

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### **3.4 Incident Response Requirements**

Realauction may include a full Incident Response Policy or related Plan as an attachment. In response to this section, the Realauction must state the Proposer's approach to meeting the following data security incident response requirements:

- a. Maintenance of the Proposers' Incident Response Plan;
- b. Conformance of such plan to Illinois Personal Information Protection Act, as well as the breach notification laws of each of the fifty states;
- c. Cook County's rights of review, approval and reasonable modification to Proposer's incident response plan;
- d. Proposer's approach to provide detailed reports on the nature of incidents and identified data lost or stolen;
- e. Proposer must describe its plan to address security incidents and data breaches in alignment with the following requirements. For events within the control of Proposer, the Proposer is expected to:
  - i. Immediately notify the County of incidents and breaches;
  - ii. Identify immediate plan of action to mitigate further incident progression;
  - iii. Identify protection measures for affected individuals;
  - iv. Provide outbound and inbound incident-related communications, as requested and directed by the County;

## 4. Service Level Agreement

Failure to meet any Service level contained in this Section in a given month shall result in a 2.5% fee credit of the total monthly charges for the Auction / Website, for the service month following on a per incident basis identified by the County or the Contractor for failure to meet the contracted Standard(s).

Service Requirements	Service Level Agreements (SLA's)	Credits
<p>Realauction's Support Services team's response time will be at or below the response times listed as 'Level 1' Critical priority.</p>	<ol style="list-style-type: none"> <li>1. Prompt acknowledgment via telephone/email within 1 hour.</li> <li>2. Communicate confirmation of scope and impact of incident within 2 hour of initial contact.</li> <li>3. Assign resources to work on the problem within 1 business hour.</li> <li>4. Log Service Request (SR) with [Realauction], if necessary.</li> <li>5. Communicate efforts and results once every 2 hours until resolved or the priority changes.</li> <li>6. All Break Fix Critical issues require immediate escalation to County Support Manager.</li> <li>7. Assign resources to be available and work on incident 24/7 until resolved.</li> </ol>	<p>For any auction that the Realauction team fails to respond and meet this service level, it will credit the County's account 2.5% as stated above.</p> <p>This is the maximum monthly credit for 'Level 1' Critical responses.</p>
<p>Realauction's Support Services team's response time will be at or below the response times listed as 'Level 2' high priority.</p>	<ol style="list-style-type: none"> <li>1. Acknowledgment via telephone/email (within 4 hours during business hours).</li> <li>2. Communicate confirmation of scope and impact of incident within 8 hours of initial contact.</li> <li>3. Begin analysis and work on these within 4 hours and continue to work on this until the issue is resolved or the priority changes.</li> <li>4. Log Service Request (SR) with [Realauction], if necessary.</li> </ol>	<p>For any auction that the Realauction team fails to respond and meet this service level, it will credit the County's account 2.5% as stated above.</p> <p>This is the maximum monthly credit for 'Level 2' responses</p>

	<ol style="list-style-type: none"> <li>5. Communicate efforts and results once every 8 hours until resolved or the priority changes.</li> </ol>	
<p>Realauction’s Support Services team’s response time will be at or below the response times listed as ‘Level 3’ Medium priority.</p>	<ol style="list-style-type: none"> <li>1. Acknowledgment via telephone/email (within 8 hours during business hours).</li> <li>2. Begin analysis and work on these within 2 business days</li> <li>3. Communicate confirmation of scope and impact of incident within 2 business days of initial contact.</li> <li>4. Log Service Request (SR) with [Realauction], if necessary.</li> <li>5. Communicate efforts and results once every week until resolved or the priority changes</li> </ol>	<p>For any month that the Realauction team fails to respond and meet this service level, it will credit the County’s account 2.5% as stated above.</p> <p>This is the maximum monthly credit for ‘Level 3’ responses</p>
<p>Realauction’s Support Services team’s response time will be at or below the response times listed as ‘Level 4’ Low priority.</p>	<ol style="list-style-type: none"> <li>1. Acknowledgment via telephone/email (within 2 business days).</li> <li>2. Begin analysis and estimate work on these items within 5 business days</li> <li>3. Communicate confirmation of scope and impact of incident within 5 business days of initial contact.</li> <li>4. Log Service Request (SR) with [Realauction], if necessary.</li> <li>5. Communicate efforts and results once every week until resolved or the priority changes</li> </ol>	<p>For any month that the Realauction team fails to respond and meet this service level, it will work with the County’s team to address correcting the process moving forward.</p>
<p>Enhancement Suggestions (Submitted to Realauction helpdesk)</p> <p>General System/Application/ User Support, Software Updates, and other Non-Warranty Items (including Application Support, Issue Resolution Due to County, etc.).</p>	<p>No SLAs</p> <p>Specific SLAs can be determined and finalized as part of a Post Go Live Support Agreement.</p>	<p>N/A</p>

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## 5. Payment and Pricing

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### 5.1 Payment

Pricing is based on per certificate sold. Please see Appendix I – Pricing Proposal Form. Upon successful reconciliation of the sale, Proposer shall deliver to County an invoice containing the total number of items sold at the auction and supporting documentation.

Invoices must conform to the terms set forth in Article 5, Section (b) of the Professional Services Agreement.

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### 5.2 Payment Schedule by Fiscal Year

The following are the estimated payments by Fiscal Year:

Table X.X: Payment Schedules by Fiscal Year

Year	Projected Sales of Certificates	Price per Certificate	Total Estimated Cost
2025	14,000	\$20	\$280,000
2026	14,000	\$20	\$280,000
2027	14,000	\$20	\$280,000
<b>Total Cost for 3 Year Term:</b>			<b>\$840,000</b>
<b>Renewal Options</b>			
2028	14,000	\$20	\$280,000
2029	14,000	\$20	\$280,000
<b>Total Cost for 3 Year Term + Renewal Options:</b>			<b>\$560,000</b>

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### 5.3 Travel

Realauction agrees to require prior approval for all travel expenses. All travel expenses must conform to the Cook County Travel Policy.

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## Appendix 1: Project Change Process

Any change in scope of the project as described in the Statement of Work, or changes that would affect the scope, timeline, resources or cost would be processed using this Project Change Request process. This would include:

- Customizations
- Extensions
- Amendments
- Additional Reporting
- Other Changes

The Project Change Request (PCR) contains a description of the desired change, the business reason for the change, alternatives to the desired change, and estimates of resources, time, and/or cost to incorporate the change as well as any other pertinent information. This will allow the County to make a decision whether to approve and incorporate the change into the project or not.

- A Project Change Request (PCR) will be the vehicle for communicating change. The Cook County PM will provide standard templates to complete for change order requests. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project. It will also include the scope of the change, a description of the activities to be completed as part of the project change request, an outline of the responsibilities of the parties involved and the estimated level of effort (and cost) to complete.
- Designated County representatives shall be authorized on behalf of the County to approve Change Orders that do not increase the cost of the Project or delay the completion of the Project.
- If a change request has an impact on budget or schedule, it will be presented to County's steering committee for approval. The steering committee will determine whether the benefits of the proposed change merit the investment, and whether they are willing to provide additional funding. Resolution (acceptance or rejection) of the PCR will be documented.
- If approved, a written Project Change Request (PCR) will be signed by both **Realauction** and the County's Project Managers to authorize implementation of the requested change.
- Approved Project Change Requests will be incorporated into the project work plan and assigned to the appropriate resources.
- Upon receiving an approved Change Order, **Realauction** shall promptly commence performing the Services described in the Change Order.

**Appendix 2**

IT-SEC-0100 Information Security Control Program  
RA-0101 Information Technology and Customer  
Support IT-Dev-0104 Web Application Security  
RA Disaster Recovery Exercise 2024

# **REALAUCTION.COM INFORMATION TECHNOLOGY SECURITY STANDARDS**

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## **IT-SEC-0100 INFORMATION SECURITY CONTROL PROGRAM**

REVISION 1.0



## REVISION HISTORY

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Date	Revision	Description	Author
01/23/2017	1.0	Initial Draft	Robert Cruz
10/15/2018		Yearly Review	Robert Cruz
07/20/2019		Yearly Review	Robert Cruz
06/02/2020		Yearly Review	Robert Cruz
07/07/2021		Yearly Review	Robert Cruz
07/10/2022		Yearly Review	Robert Cruz
07/21/2023		Yearly Review	Robert Cruz

## Purpose

This Information Technology Standard defines the minimum requirements for information security for Realauction.com information assets, systems, and infrastructure, and identifies **FIPS Publication 199, Standards for the Security Categorization of Federal Information and Information Systems**, and **NIST Special Publication 800-53, Security and Privacy Controls for Federal Information Systems and Organizations**, as the framework for information security controls implemented at Realacution.com.

It also defines, based on the NIST Standards, the classification types of data routinely collected and stored on Realauction.com systems.

## Scope

This Standard is applicable to all Realauction.com departments, and their employees, except where a specific exemption has been granted by the Director of Information Technology.

## Security Categorization

Security Categorization identifies the information and information systems that need to be protected against unauthorized access, misuse, and the extent to which said information and systems need to be secured and controlled. **FIPS Publication 199** shall be the basis for the categorization of Realauction.com information assets and systems.

## Security Control Standards

In order to establish an information security baseline and address the currently known high-priority attacks, Realauction.com Systems and Security personnel shall implement the following security controls as specified within **NIST SP 800-53** and as outlined within the **Consensus Audit Guidelines (CAG)** along with additional supporting standards identified in the referenced table below.

Policy #	Control	Description
IT-SEC-0101	Inventory of Authorized and Unauthorized Devices	Implement a method to create and maintain an inventory of authorized and unauthorized devices connected to the Corporate network consistent with guidance in the CAG.

<b>IT-SEC-0102</b>	<b>Inventory of Authorized and Unauthorized Software</b>	Implement a method to create and maintain an inventory of authorized and unauthorized software deployed throughout the company consistent with the guidance in the CAG.
<b>IT-SEC-0103</b>	<b>Secure Configurations for Hardware and software on all Desktops, Laptops and Servers</b>	Adopt secure configurations which are documented, maintained, and consistent with the guidance in the CAG.
<b>IT-SEC-0104</b>	<b>Secure Configurations for Network Devices</b>	Adopt and document standard, secure configurations for all network devices deployed within the enterprise consistent with the guidelines in the CAG.
<b>IT-SEC-0105</b>	<b>Boundary Defense</b>	Implement Boundary Defenses consistent with the guidelines in the CAG.
<b>IT-SEC-0106</b>	<b>Maintenance, Monitoring and Analysis of Security Audit Logs</b>	Implement audit and logging capabilities consistent with the guidelines in the CAG.
<b>IT-SEC-0107</b>	<b>Application Software Security</b>	Implement standard, documented application security controls consistent with the guidelines in the CAG.
<b>IT-SEC-0108</b>	<b>Controlled Use of Administrative Privileges</b>	Implement administrative privilege controls consistent with the guidelines in the CAG.
<b>IT-SEC-0109</b>	<b>Controlled Access based on Need-to-Know and Least Privilege</b>	Implement access controls consistent with the guidelines in the CAG.
<b>IT-SEC-0110</b>	<b>Continuous Vulnerability Assessment and Remediation</b>	Develop continues vulnerability assessment and remediation policies, procedures, and capabilities consistent with the guidelines in the CAG.
<b>IT-SEC-0111</b>	<b>Account Monitoring and Control</b>	Implement controls to monitor and control system and user accounts consistent with the guidelines within the CAG.
<b>IT-SEC-0112</b>	<b>Malware Defenses</b>	Implement and configure anti-malware technologies consistent with the guidelines within the CAG.
<b>IT-SEC-0113</b>	<b>Limitation and Control of Network Ports, Protocols, and Services</b>	Implement controls to limit the use of network ports, protocols and services, to those that have a purpose for the operation of Realacution.com services and continually monitor and review as consistent with the guidelines within the CAG.
<b>IT-SEC-0114</b>	<b>Wireless Device Control</b>	Implement controls to protect wireless devices connecting to, or providing connections to, the Realacution Corporate network consistent with the guidelines within the CAG.
<b>IT-SEC-0115</b>	<b>Data Lost Prevention</b>	Implement data loss preventions technologies consistent with the guidelines within the CAG.
<b>IT-SEC-0116</b>	<b>Secure Network Engineering</b>	Follow secure network engineering/architecture standards consistent with the guidelines within the CAG.
<b>IT-SEC-0117</b>	<b>Penetration Testing and Red Team Exercises</b>	Perform periodic penetration testing to ensure the effectiveness of implemented controls consistent with the guidelines within the CAG.
<b>IT-SEC-0118</b>	<b>Incident Response and Management</b>	Establish incident response capabilities consistent with the guidelines within the CAG.
<b>IT-SEC-0119</b>	<b>Data Recover Capability</b>	Develop and implement data recovery capabilities consistent with the guidelines in the CAG.
<b>IT-SEC-0120</b>	<b>Security Skills Assessment and Appropriate Training to Fill Gaps</b>	Develop and implement security education training capabilities consistent with the guidelines within the CAG.

IT-SEC-0200	Password Security Standards	Defines the standards for Password creation and security
IT-SEC-0201	Safeguarding Personally Identifiable Information	Based on NIST Special Publication 800-122, Standards for how Realaction will Safeguard sensitive information.
IT-SEC-202	Information Categorization and Sensitivity	Defines the categories of data and how they must be handled.
IT-SEC-0203	Encryption Standards	[DRAFT]
IT-SEC-0301	Auction Management And Processing System FIPS 199 Categorization and System Description	Describes the Security Categorization as identified by Realaction for the Auction Management and Processing System and Services

## Enforcement

Any employee found to have violated the Standards defined herein may be subject to disciplinary action, up to and including termination of employment.

## Definitions

Term	Definition
FIPS	Federal Information Processing Standards
NIST	National Institute of Standards and Technology
PII	Personally Identifiable Information

## References

#	Reference	Description
1	<a href="#">FIPS Publication 199, Standards for Security Categorization of Information Systems</a>	Defines standards to be used to categorize information and information systems collected or maintained based on the objectives of providing appropriate levels of information security according to a range of risk levels.
2	<a href="#">FIPS Publication 200, Standard for Minimum Security Requirements for Federal Information and Information Systems</a>	Specifies minimum security requirements and a risk-based process for selecting the security controls necessary to satisfy minimum security requirements.
3	<a href="#">NIST Special Publication 800-12 R1, An Introduction to Information Security</a>	Introduces information security principles that organizations can leverage to understand their information security needs.
4	<a href="#">Twenty Critical Controls for an Effective Cyber-Defense – Consensus Audit Guidelines (CAG)</a>	Compiled by a variety of government and industry information security experts. It defines the minimum sub-set of the security controls defined in NIST SP 800-53 which must be implemented by organizations seeking to provide an effective defense against cyber-attack.
5	<a href="#">NIST Special Publication 800-18, Guide for Developing Security Plans for Systems</a>	Describes the procedures for developing a system security plan, provides an overview of the security requirements of the system, and describes the controls in place or planned for meeting those requirements.

6	<a href="#">NIST Special Publication 800-30, Guide for Conducting Risk Assessments</a>	Provides for guidance for conducting risk assessments for information systems and organizations
7	<a href="#">NIST Special Publication 800-34, Contingency Planning for Federal Information Systems</a>	Assists organizations in understanding the purpose, process, and format of information systems contingency plan development with practical, real-world examples.
8	<a href="#">NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Systems</a>	Provides guidelines for applying the risk management framework to information systems, including conducting security categorization, security control selection, assessment and implementation, system authorization and security control monitoring.
9	<a href="#">NIST Special Publication 800-39, Managing Information Security Risk: Organization, Mission and Information System View</a>	Provides guidelines to establish an integrated, organization wide program for managing information security risk.
10	<a href="#">NIST Special Publication 800-53, Security and Privacy Controls for Federal Information Systems and Organizations</a>	Federal publication which provides a catalog of security and privacy controls for federal information systems and organizations and a process for selecting controls to protect organizational operations, assets, individuals, etc., from a diverse set of threats including cyber-attacks, natural disasters, etc.
11	<a href="#">NIST Special Publication 800-53A, Assessing Security and Privacy Controls for Systems and Organizations: Building Effective Assessment Plans</a>	Provides guidelines for building effective security assessment plans and privacy assessment plans for assessing the effectiveness of security and privacy controls implemented.
12	<a href="#">NIST Special Publication 800-60, Guide for Mapping Types of Information and Information Systems to Security Categories</a>	Provides guidance for consistent mapping of security impact levels to types of information.
13	<a href="#">NIST SP 800-63B Digital Identity Guidelines – Authentication and Lifecycle Management</a>	Provides recommendations for Password strength, security and Multi-factor Authentication (MFA)
14	<a href="#">NIST Special Publication 800-94, Guide to Intrusion Detection and Prevention Systems (IDPS)</a>	Describes the types of IDPS technologies and provides recommendations for designing, implementing, configuring, securing, monitoring, and maintaining them
15	<a href="#">NIST 800-95 Guide to Secure Web Services</a>	Provides guidance on implementing security mechanisms for Web Services
16	<a href="#">NIST Special Publication 800-115, Technical Guide to Information Security Testing and Assessment</a>	Technical guide covering the basic aspects of conducting information security assessments.
17	<a href="#">NIST Special Publication 800-122, Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)</a>	Outlines the Federal Standards for protecting personally identifiable Information (PII).
18	<a href="#">NIST Special Publication 800-128, Guide for Security Focused Configuration Management of Information Systems</a>	Provides guidance for the management and administration of security of systems and their associated environments of operation.
19	<a href="#">NIST Special Publication 800-137, Information Security Continuous Monitoring (ISCM) for Federal Information Systems</a>	Provides guidance in assisting organizations in the development of an Information Security Continuous Monitoring program
20	<a href="#">NIST Special Publication 800-160, A Multidisciplinary Approach in the Engineering of Trustworthy Secure Systems</a>	Provides guidance and security considerations in order to effectively engineer trustworthy systems.
21	<a href="#">NIST Special Publication 800-161, Supply Chain Risk Management Practices for Federal Information Systems</a>	Provides guidance in identifying, assessing, selecting and implementing risk management processes an mitigating controls to help manage Information Communication Technology (ITC).

<p>22 <a href="#">NIST Special Publication 800-175A, Guideline for Using Cryptographic Standards in the Federal Government:</a> Directives, Mandates and Policies</p>	<p>Provides guidance on the determination of requirements for using cryptography. It includes a summary of laws and regulations concerning the protection of the Federal Government's sensitive information, guidance regarding the conduct of risk assessments to determine what needs to be protected and how best to protect that information, and a discussion of the relevant security-related documents.</p>
<p>23 <a href="#">NIST Special Publication 800-175B, Guideline for Using Cryptographic Standards in the Federal Government:</a> Cryptographic Mechanisms</p>	<p>Discusses the cryptographic methods and services available for the protection of sensitive information.</p>

# REALAUCTION.COM CORPORATE

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## RA-0101 INFORMATION TECHNOLOGY and CUSTOMER SUPPORT

REVISION 1.5



## REVISION HISTORY

Date	Revision	Description	Author
07/01/2010	1.0	Initial Draft	Robert Cruz
007/18/2011	1.1	Spelling and grammar corrections	Doug McClendon
09/17/2012	1.2	Informational updates	Whit Thompson
07/17/2013	1.2	Yearly Review – No Changes	Robert Cruz
07/20/2014	1.2	Yearly Review – No Changes	Robert Cruz
01/03/2015	1.3	Updates reflecting use of Amazon Web Services infrastructure and termination of NAP services	Robert Cruz
09/01/2016	1.4	Updated with current versions of Data base server software and application server software	Robert Cruz
10/05/2017	1.5	Added language on validating routing numbers	Robert Cruz
11/07/2018		Yearly Review	Robert Cruz
7/21/2019	1.5	Yearly Review	Robert Cruz
06/29/2020	1.5	Yearly Review	Robert Cruz
6/20/2021	1.5	Yearly Review	Robert Cruz
09/15/2022	1.6	Updated Application, Database and Operating system software versions. Updated Encryption in use	Robert Cruz
06/21/2023	1.6	Yearly Review	Robert Cruz

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# Purpose

This document provides an overview of the existing infrastructure systems and processes used by Realauction.com and provides Clients a general overview of the development organization, its operating guidelines and Realauction.com's customer service and support policies.

# System Infrastructure and Physical Security

Physical Security of all Realauction.com production and development resources falls under the purview of Amazon Web Services (AWS).

Information on all aspects of AWS security review the document titled "[Amazon Web Services – Overview of Security Processes](#)".

## Employee Access

Employee access to infrastructure resources at our Corporate facility is limited to only those employees involved in the support of those systems and who have been authorized by the Director of Information Technology after all references have been positively verified and a background check has been performed.

## Termination of Access Rights

Employee access to all network resources, systems, and sensitive information is revoked immediately upon termination of employment.

## Employee Monitoring

Realauction.com employs software technologies, which monitor employee activity. The data from these logs is periodically checked to ensure employees are following established company policies.

All employees are educated on information security, company practices and their individual responsibilities at time of hire and periodically throughout the year as the situation warrants.

# Logical Security

Security policies and permissions are applied in accordance with best practices to ensure least privilege. Employees are only permitted the rights needed to perform their duties. All domain user, administrative, service accounts, FTP accounts, and Application accounts, etc., follow the guidelines for strong password creation as set forth within Realauction's Information Security Control Program.

## Administrative Passwords and Accounts

Administrative passwords for all servers are stored securely within Realauction's Key Management system and are only accessible by the Director of Information Technology and the Senior Systems Engineer.

Under no circumstances is any domain administrative account allowed to run services.

Passwords are required to be changed every 90 days.

## Service Accounts

Service accounts for applications, database access, processing servers, etc., are restricted to least privilege necessary to perform their function and are also security stored in Realauction's Key Management System. Database logins for applications do not own any database objects and cannot access database system tables.

## Secure File Transfer Protocols

File transfers between Realauction and its Clients shall be conducted using secure protocols such as sftp/ftps. Under no circumstances shall unsecure file transfer protocols be used. FTP User passwords follow the guidelines for strong password creation set forth in Realauction's Information Security Control Program.

## Web Applications

User accounts used to grant access to web applications follow the guidelines set forth in Realauction's information Security policy.

# HW/Software/ & Networking

## Server Hardware

All Realauktion.com development, testing, and production servers are based on AWS machine images created for the specific tasks necessary for each application.

## Networking

Development and Production Systems are protected from internet access by properly configured AWS Security Groups

Web, public DNS, and email servers are accessible through the AWS firewall using only the appropriate protocols and ports for the service provided by each server. Servers do not share responsibilities, meaning that, each server exists for a specific purpose and service, such as Web, Database, FTP, DNS, and Email Services.

Servers for files, databases, and internal processes are on private networks and all unnecessary ports and protocols are disabled. In addition, all web users are redirected to https secure SSL connections on all Realauktion Applications. Ciphers below 256 bit encryption are disabled on the load balancers to ensure that 256 bit or higher encryption is used.

Access to production network resources is restricted to the minimal number of personnel necessary and can only be achieved after the user establishes a virtual private connection and authenticates against the domain using Multi-Factor Authentication.

## Application/Database Software

Lucee 5.4.3 Application Server is used for front end processing and Microsoft SQL Server 2019 for back end database storage is used in all environments. The Senior Systems Engineer implements all software and security patches in a timely manner after testing in lower environments based on a documented set of procedures.

## Operating System Software

The most recent version of Linux is used on all web servers and Windows Sever 2019 are used for windows servers.

## Application Code

All Realauction.com products are customized Cold Fusion applications written using Lucee 5.4.3 Application Server. All code changes are centrally managed in development, staging (testing), and production environments by the product Project Coordinator using Realauction's ticket tracking system. All development code is secured via the use of file access security limited to specific programming staff and system engineers. Code revisions and version control are tracked and maintained using industry standard source control systems.

## Development Technologies

Realauction.com uses several industry standard programming languages for its software development.

These are:

- HTML – Used for rendering web pages
- JavaScript – Used primarily for client side validation of data
- AJAX/JQUERY – also used for client side validation of data and for providing for a richer experience to the end user
- ColdFusion/Coldbox/Lucee– Used in a J2EE deployment as the application server and contains the application business logic and also provides for server side validation of data
- MS SQL Server – Access to data through stored procedures
- SQL Server Integration Services – Used for data transformation, importing and exporting of data, etc.

## Application Infrastructure

A two tiered application infrastructure shall be used for all Realauction.com product lines.

- Web/Application servers
- Database servers

In addition the infrastructure includes several other servers which perform supporting functions:

- File Servers

- FTP Servers
- Process Servers
- Monitoring Servers

All servers shall be Dell PowerEdge Servers configured and hardened for their specific purpose.

# Maintenance and Monitoring of Systems

## Application Monitoring

In addition to the monitoring provided by AWS, all Realauction.com production applications and systems are monitored using a variety of tools, including, but not limited to, ColdFusion where trapped errors and latency problems are immediately identified and emailed to development and/or support staff. In addition FusionReactor monitoring tools are used for real-time assessment of web server health and status and SQL Monitor is used to monitor SQL Servers.

## Network Traffic

Network traffic is consistently monitored by certified systems engineers. Bandwidth reports are reviewed daily for anomalies by Systems Security Personnel to help proactively mitigate potential networking issues.

## Email

All Realauction.com email is stored, managed, and maintained on separate servers, dedicated solely for providing email services to the company and its applications. All incoming mail is scanned using Barracuda Spam Firewall Protection services.

## Anti-Virus

All Realauction servers, workstations, laptops, etc. are scanned using and Microsoft's System Center End Point Protection (<https://docs.microsoft.com/en-us/sccm/protect/deploy-use/endpoint-protection>) on a daily basis. Scanning occurs during off peak hours on production systems and automated watch software allows the latest virus definition files to be downloaded as they become available.

## Back-up and Recovery

Back-ups of Realauction.com systems at the Corporate Data Center are run and stored on disk for 30 days. All back-ups are also copied off site using Amazon Web Services S3 service and are kept for a period of 7 years. Semantic Back-Up Exec software is run on a separate dedicated back-up server using the following schedule:

- Application and User files: Daily incremental backups, weekly full backups.

Web application backups for all production environments are stored encrypted directly within Amazon Web Service s3 service using the following schedule:

- SQL Server Back up schedule:
  - Transaction log backups every 5 minutes
  - Differential backups every 6 hours
  - Daily full backups
- All backups are stored offline on AWS S3 encrypted in place with AES 256

## Handling of Sensitive Data

As prescribed in *IT-SEC-0200: Safeguarding Personally Identifiable Information*, Realauction.com has put in place a set of Standards to ensure the confidentiality, integrity, and availability of sensitive information. These include, but are not limited to, the following:

- No transactions are allowed by any customer on any Realauction.com site unless they have been properly authenticated by providing their username and password.
- All data collected via Realauction.com's websites is encrypted in transit using a third party verified SSL certificate issued by Amazon Web Services Certificate Authority.
- Built in encryption in Microsoft SQL Server is used for any sensitive information stored such as sensitive bidder identifying information, bank routing and account numbers. This method of encryption uses AES 256 symmetric key to encrypt the data and the key used is a randomly generated 256 bit passphrase.
- Access to passphrases is restricted to specific employees on a need to know basis and these employees have the highest level of clearance within the company. Private Keys are stored on an air-gapped system used specifically for this purpose.
- Each employee with access to sensitive data has successfully passed a thorough background check.

## ACH Funds Transfers

ACH transfers meet the BS 7799 / ISO 17799 standards as a minimum; supplementary security measures are implemented as justified by the risk assessment and additional proprietary security methods are employed by the ACH vendor.

Bank Routing numbers are checked for validity at time of submission against the Federal Reserve's routing number database to ensure only valid routing numbers are supplied. In addition, double-entry of Bank Account numbers is required. These two bank account number fields are checked against each other and must match exactly. Only when both validity checks pass is the user allowed to proceed and data is committed to the system.

## Disaster Recovery and Hurricane Preparedness

Being located in South Florida, Realauction.com's primary concern is the effect hurricanes and severe weather can have on business operations. Realauction.com has developed a set of policies and procedures, outlined in *IT-OPS-0109: Hurricane Preparedness and Disaster Recovery*. This Standard establishes declaration timelines, deployment teams representing all departments, individual responsibilities during a deployment to a pre-defined remote operating center, and outlines recovery operations once the incident has passed.

## Development Process

Realauction.com has put in place a comprehensive set of standards governing how Software Engineers go about their daily responsibilities. *IT-DEV-0100: Application Development Standards Program* outlines these standards. These include, but are not limited to:

- Application Development Frameworks and Tools
- Web Application Security (adherence to OWASP Standards)
- Feature/Defect Tracking
- Development Cycle
- Source Control and Code Deployments
- Code Reviews
- Coding Standards and Best Practices
- Web Design Standards

- Database Development Standards

# Support and Maintenance

## Telephone and Electronic Support

Standard technical support provides 24x7x365 access to our online frequently asked questions (FAQs) and during business hours telephone and electronic support for all Realauction.com products. Technical support includes troubleshooting and workaround assistance, along with limited installation and configuration advice. If your education or consulting needs are outside the scope of technical support, Realauction.com may refer you to third party vendors for assistance.

Realauction.com technical support does not provide support for software or hardware developed by a third party unless the third party software or hardware is offered as an integrated module within a Realauction.com product.

For those questions not answered by the FAQs, trained technical support personnel are available to manage inquiries concerning use of the Realauction.com product.

Technical support includes:

- Answering questions and providing a reasonable level of guidance to the customer about the use of the product
- Responding to reports of errors and determining if the reported error is a result of a problem in the operation of the product or is an environmental or installation issue.

The customer is responsible for providing sufficient information and documentation for Realauction.com to reproduce the error including a detailed written description of the problem, log files, data files, and/or any other information reasonably requested by Realauction.com.

## Software Error Corrections

The customer may report a suspected error, and designate its priority level, to Realauction.com by telephone or electronically. Upon receipt of the report, technical support will respond and provide a fix or workaround in accordance with the applicable level of priority assigned to the error.

Realauction.com reserves the right to reassign the designated priority level if necessary based upon the nature of the suspected error.

Realauction.com will use commercially reasonable efforts during normal business hours to correct errors in the current version of the Realauction.com software in a timely manner by providing the repair or replacement of object or executable code versions of the Realauction.com software.

A Realauction.com technical support representative will endeavor to resolve suspected errors at the time of the initial call or electronic response. If the technical support representative cannot resolve the matter during the initial call or electronic response, the request for service will be logged and a technical support engineer will continue to investigate the incident. If the technical support engineer is unable to resolve the error, the issue will be escalated to a senior technical support engineer. If the senior technical support engineer is unable to resolve the error within a reasonable time frame, the issue will be escalated to an escalation engineer within technical support. The escalation engineer will work with the customer and the Realauction.com product engineering team to resolve the issue. Escalation time frames may vary depending on the priority and severity of the error.

In some cases, resolving an issue may consist of advising the customer to upgrade to the most current version of their Web Browser.

## **Designated Customer Contacts**

Access to Realauction.com technical support by telephone or through the customer support center is provided through the customer's designated contact. Standard support access is provided to at least one designated customer contact. Assigning a designated customer contact ensures that only authorized personnel are able to adjust the customer's application settings of the Realauction.com product. Further, it allows the customer to manage support issues more efficiently by using a centralized approach.

Each customer must designate one (1) contact as the primary designated contact (PDC). The PDC acts as the administrator for the designated named contact profiles, and can add or change named contacts online.

## **Version Upgrades**

Realauction.com makes applications software upgrades, improvements, and modifications available to the Customer such as improvements in use and usability. Realauction.com will

provide the customer all such upgrades, improvements and modifications of the Realauction.com software that Realauction.com makes generally available to supported Realauction.com customers that are not marketed as independent products or modules.

## Classification of Errors

Any suspected error which is reported to Realauction.com is classified in accordance with the priority levels defined below:

### **PRIORITY 1 (P1) - CRITICAL PRIORITY**

A critical priority error renders the Realauction.com software inoperable or causes the Realauction software to substantially fail. Examples of critical priority issues may include:

- Web site down
- Network down situation
- Critical hardware failure

### **PRIORITY 2 (P2) - HIGH PRIORITY**

A high priority error substantially degrades the performance and/or causes serious limitations in the use of the Realauction.com product. Examples of high priority issues may include:

- Lack of functionality as designed
- Update failures
- Substantial performance degradation

### **PRIORITY 3 (P3) - MEDIUM PRIORITY**

A medium priority error has minor impact on the overall use of the Realauction.com product. Examples of medium priority issues may include:

- Content or data format inconsistencies
- Cosmetic issues
- Enhancement requests
- Information requests
- Documentation questions

Realauction will use commercially reasonable efforts to do the following:

P1 (Critical)	P2 (High)	P3 (Medium)
<ul style="list-style-type: none"> <li>- Have a customer support analyst initially respond to an unresolved error within fifteen (15) minutes of the time the incident is logged</li> <li>- Provide customer with daily reports on the status of the issue</li> <li>- Provide customer with a workaround or fix within sixty (60) minutes</li> <li>- Include a fix for the error in the next major release of the product</li> </ul>	<ul style="list-style-type: none"> <li>- Have a customer support analyst initially respond to an unresolved error within four (4) hours of the time the incident is logged</li> <li>- Provide customer with frequent reports on the status of the issue</li> <li>- Provide customer with a workaround or fix within Fifteen (15) business days</li> <li>- Include a fix for the error in the next major release of the product</li> </ul>	<ul style="list-style-type: none"> <li>- Have a customer support analyst initially respond to an unresolved error within eight (8) hours of the time the incident is logged</li> <li>- Include a fix for the error in the next major release of the product.</li> </ul>

## Defect/Error Tracking

Realauction.com uses industry standard tracking software in order to track issues. Confirmed defects are routed by customer service personnel to a project coordinator who will create a trouble ticket, logging all the particulars of the defect to include the steps necessary to reproduce the defect.

The defect is then assigned by the project coordinator to the responsible lead software engineer who will evaluate the defect and determine the appropriate technical resolution.

Once the defect has been resolved to the project coordinators satisfaction, a production deployment will be scheduled and the customer notified that the issue has been resolved when the deployment is complete.

## General

Realauction.com is not responsible for errors or other problems due to non-Realauction.com products or services, misuse, accident, damage or modification, or the Client’s failure to maintain proper physical or operating environment. If Realauction.com reasonably believes that a problem reported by the customer may not be due to an error, Realauction.com will so notify the customer, and Realauction.com shall not proceed further unless instructed to do so in writing by the customer.

In connection with its provision of product maintenance, Realauction.com may collect personal information regarding users of the Products or services. Realauction.com will collect and maintain personal information in accordance with its defined Standards.

Customers may periodically receive confidential (subject to the confidentiality provisions in the Customer's license) product life cycle information and proactive notification of security alerts/advisories.

From time to time Realauction.com may email additional communications to the customer's representatives regarding various product or service offerings. The customer or their representative may unsubscribe by contacting Realauction.com electronically at [marketing@realauction.com](mailto:marketing@realauction.com) and providing the e-mail address to be removed.

This Realauction Support and Maintenance Policy is subject to change as support offerings are updated by Realauction.

## References

Policy #	Control	Description
IT-DEV-0100	Application Development Standards Program	Provides for the standards used by software engineers for application development
IT-SEC-0200	Safeguarding Personally Identifiable Information	Governs how sensitive data is handled and secured throughout the organization
RA-OPS -0109	Disaster Recovery And Hurricane Preparedness	Establishes policies and recovery procedures in the event of a catastrophic event that affects the Corporate Data Center for continuity of operations.

# REALAUCTION.COM INFORMATION TECHNOLOGY DEVELOPMENT STANDARDS

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## IT-DEV-0104 WEB APPLICATION SECURITY

REVISION 1.1



## REVISION HISTORY

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Date	Revision	Description	Author
01/23/2017	1.0	Final	Robert Cruz
10/30/2018	1.0	Yearly Review	Robert Cruz
02/01/2018	1.1	Added Account Lock-out and Unlock Requirements	Robert Cruz
7/31/2019		Yearly Review	Robert Cruz
5/27/2020		Yearly Review	Robert Cruz
6/20/2021		Yearly Review	Robert Cruz
11/18/2022		Yearly Review	Robert Cruz

# Purpose

Application Security Standards shall fall in line with NIST Guidelines as outlined in within this document. These security standards will allow Realauction applications to meet PCI and NIST compliancy guidelines and provide the highest level of security that is practical.

# Scope

This Standard is applicable to the Realauction.com IT department and its employees who are responsible for Application Development and Systems Engineering. This document supplements **OWASP's Secure Coding Practices Quick Reference Guide**. Unless explicitly identified herein, the recommendations in **OWASP's Secure Coding Practices Quick Reference Guide** shall be adhered to.

# Standards

## Verification of Application Security Standards

Proper implementation of security standards shall be verified following the guidelines set forth within the **OWASP Application Security Verification Standards 3.0.1**. Due to the sensitivity of the data hosted on Realauction systems, Application Security shall be verified to Level 3 as defined in the aforementioned document for each of the areas identified below:

- Architecture, Design, and Threat Modeling
- Authentication Verification Requirements
- Session Management Verification Requirements
- Access Control Verification Requirements
- Malicious Input Handling Verification Requirements
- Cryptography at Rest Verification Requirements
- Error Handling and Logging Verification Requirements
- Data Protection Verification Requirements
- Communications Security Verification Requirements
- HTTP Security Configuration Verification Requirements
- Malicious Controls Verification Requirements
- Business Logic Verification Requirements
- Mobile Device Verification Requirements
- Web Service Verification Requirements
- Configuration Verification Requirements

*IT-DEV-0104-FRM Web Application Security Checklist* shall be completed for each application.

## Storage of Keys and Resource Passwords

Under no circumstances shall Keys or Resource passwords be stored within application code. Web servers shall be configured to use the proper roles which have the required permissions for the resources that need to be accessed.

## Protection Against SQL Injection Attacks

SQL Injection is an attack technique used to exploit web sites by altering back-end SQL statements through manipulating application input. It happens when code accepts user input that is directly placed into a SQL statement and doesn't properly filter out dangerous characters. This can allow an attacker to alter the target database, but also, modify, delete it, or even retrieve sensitive data. Data validation routines need to take this type of attack into account as outlined in ***Validating User Supplied Input***.

In addition, under no circumstances shall stack traces, or any other kind of debugging code be allowed to be presented to an end user in any environment accessible to the general internet. Errors shall be trapped and when one occurs the user shall be presented with a friendly message that a problem has prevented processing their request.

Custom error emails shall be sent to the appropriate development staff which contain the minimal amount of information necessary. These emails shall NOT contain:

- Application Usernames
- Passwords
- Datasource names
- File paths (filenames are acceptable)

## Protection Against Cross Site Scripting

Cross-Site Scripting (XSS) is a type of computer security vulnerability typically found in web applications that enable malicious attackers to inject client-side script into web pages viewed by others. This injection can occur when end users can submit data through a web application via forms.

The AntiSamy project is an open source API for ensuring that user supplied HTML/CSS is in compliance with an application's rules and prevents users from submitting malicious code in the data they supply to the application.

The Coldbox framework provides **cbantisamy**, which is a module that makes this protection a plug-and-play affair in any application built on the Coldbox framework.

It is Realauktion.com's policy to use cbantisamy for any Coldbox application for cleansing user submitted data in all of its applications. For applications not using the Coldbox framework, the AntiSamy components shall be installed and configured for use within the application based on the recommendations within *OWASP's Cross Site Scripting (XSS) Prevention Cheat Sheet*.

## Protecting Against Cross Site Request Forgery

Cross-Site Request Forgery (**CSRF**) is a type of attack that occurs when a malicious web **site**, email, blog, instant message, or program causes a user's web browser to perform an unwanted action on a trusted **site** for which the user is currently authenticated.

Coldbox provides the **cbcsrf** module to protect application built on the framework from this kind of attack and this Module shall be used in all applications built within the Coldbox framework.

For those applications not built on the Coldbox platform, CSRF protections shall be implemented according to the standards set forth in *OWASP's Cross Site Request Forgery Prevention Cheat Sheet*.

## Passwords and Password Hashing

Realauktion Web Applications shall follow the standards defined for strong password creation set forth in *IT-SEC-0201: Password Security Standards*. Under no circumstances shall web application users be allowed to use weak passwords.

Passwords shall be stored using PBKDF2. PBKDF2 applies a **pseudorandom function**, such as **hash-based message authentication code** (HMAC), to the input **password** or **passphrase** along with a **salt** value and repeats the process many times to produce a **derived key**, which can then be used as a **cryptographic key** in subsequent operations. The added computational work makes **password cracking** much more difficult, and is known as **key stretching**.

When the standard was written in the year 2000 the recommended minimum number of iterations was 1000, but the parameter is intended to be increased over time as CPU speeds increase. As of 2005 a Kerberos standard recommended 4096 iterations, Apple iOS 3 used 2000, iOS 4 used 10000, while in 2011 LastPass used 5000 iterations for JavaScript clients and 100000 iterations for server-side hashing.

Having a salt added to the password reduces the ability to use precomputed hashes ([rainbow tables](#)) for attacks, and means that multiple passwords have to be tested individually, not all at once. The standard recommends a salt length of at least 64 bits.

As of Lucee 5.0+, a function is provided for PBKDF2. A non-Lucee 5.0+ implementation can be provided for legacy systems.

- Function : generatePBKDFKey( algorithm, passphrase, salt, iterations, key size);
- Algorithm: use of PBKDF2WithHmacSHA512 is preferred, but PBKDF2WithHmacSHA1 is acceptable. (Lucee may only implement SHA1)
- Passphrase: The password we are protecting. This is not stored in the database!
- Salt: a random salt of at least 64 bits. This is stored in the database along with the key the function generates. (see example code)
- Iterations: The number of times we iterate to generate a key. Our minimum should be 500,000. We will start our servers with 800,000 and change as needed.
- Key size: The size of the key we get back. Set this to 512.

Example:

```
generatePBKDFKey(
    "PBKDF2WithHmacSHA512",
    "hello$atPassword",
    "3v(]abe9%281nc@4",
    500000,
    512);
```

Example Coldfusion Code (Lucee 5.0+):

```
function saveNewPassword(String userName, String newPassword) {
    var newSalt = generateSecretKey('AES',128);
    var newHash = generatePBKDFKey('PBKDF2WithHmacSHA1',
        newPassword,
        toBinary(newSalt),
        800000,
        512);

    saveToDatabase( userName, newHash, newSalt); // abstract function
}
```

Validate a password and Return TRUE is user password is good

```
boolean function isValidPassword(String username, String password) {
    // we need to get the stored hash and the stored salt
    var userData = getUserData( username ); // abstract function

    var loginHash = generatePBKDFKey('PBKDF2WithHmacSHA1',
                                    password,
                                    toBinary( userData.salt ),
                                    800000,
                                    512);

    return loginHash == userData.passwordHash;
}
```

In addition, all applications shall display a password strength indicator to the user when they are creating passwords and they will not be able to proceed until the minimum password requirements are met.

## Use of Multi-Factor Authentication

Application Developers shall implement Multi-Factor Authentication in all Realaction Web Applications as an option so end users may take advantage of the added protection it affords. MFA codes shall be transmitted to end users vial SMS or Email and shall be a randomly generated PIN code of six (6) digits.

## Resetting of Passwords

A secure Password reset mechanisms shall be used whenever a user forgets their password. This mechanism shall send to the User's email address on file an email with a secure expiring link that will, when clicked, take them to the password reset process. That process will require proper responses to their security questions and, if enabled proper entry of the MFA code in order for the password change to be completed.

Passwords shall never be sent to any user, nor shall they be available to any Realaction personnel.

## Forced Password Reset

All Realaction Web Applications shall allow system administrators to force a reset of passwords for one or more users by marking them as expired.

In the event that a security breach is suspected, all web user passwords shall be immediately invalidated and users will be forced to reset their passwords.

## Retrieval of User Name's

Users shall be required to answer their security questions, and if enabled, provide the proper MFA Code, before the User Name is revealed to the User. The User Name shall be emailed to the User and shall never be displayed on the screen during a Forgot User Name session.

## Account Lock Out

Users shall be allowed up to five (5) attempts to authenticate. If user fails to properly authenticate within the allocated number of tries, the users account shall be locked and they will be prevented from further login attempts for 15 minutes. An email shall also be sent to the user indicating that their account has been locked out due to too many failed login attempts and that they can try again in 15 minutes.

## Unlock Procedure

The account shall automatically unlock after the 15 minute lock out period. In addition, the system shall allow a Realauction administrator with appropriate permissions to manually unlock an account if it becomes necessary.

## User Notifications

Users shall be sent an email to the email they have on file in the following instances:

- When ANY user data is changed an email shall be sent to the user indicating that their personal data has been changed and that they should contact Realauction immediately if they did not make or authorize the change
- When an invalid login attempt has been made an email shall be sent to the user indicating that there was an invalid login attempt made on their account and that they should contact Realauction immediately if they did not make the login attempt.
- When the User account is locked out after too many invalid login attempts an email shall be sent to the user indicating that their account has been locked out.
- When MFA is enabled, invalid login attempts include providing the proper Username and Password, but failing the MFA code validation.

## Encryption and Storage Requirements of Sensitive Data

In accordance with *IT-SEC-0200: Safeguarding Personally Identifiable Information*, any highly sensitive information used within Realauction systems shall be encrypted. Examples of highly sensitive information are, Taxpayer Ids and Bank Account Numbers. These data elements shall be stored encrypted within their respective columns in their respective Database tables.

Database file systems and file systems identified which store files containing Personally Identifiable Information shall also be encrypted.

The acceptable encryption algorithms are defined within *IT-SEC-0203: Encryption Standards*.

## Application Data Access

All data access shall be accomplished through the application's Model via ORM objects where appropriate or via stored procedures. Under no circumstances shall in-line queries be used for any purpose within code templates.

The Database Administrator/Programmer shall be consulted when determining the database objects necessary for your application and shall be responsible for their implementation. See *IT-DEV-106: Database Development Guidelines*.

## Validating User Supplied Inputs

User input shall be validated on the client as well as server-side. All user supplied input shall be checked for proper type and length. Any field not meeting validation requirements shall prevent form or URL processing. In the event validation fails the user shall be presented with a friendly message indicating the problem data element.

## Passwords and Usernames

Passwords and Usernames are a special case. The user SHALL NOT be told which field is incorrect. They will simply be given a message stating that their login failed.

## Anonymizing Personally Identifiable Information

Personally Identifiable Information (PII) shall be anonymized in non-production environments as required in *IT-SEC-0200: Safeguarding Personally Identifiable Information*.

## Penetration Testing

All web applications shall have comprehensive penetration testing performed on a quarterly basis or immediately after a new exploit is discovered that applies to the Infrastructure and software used by Realauktion.

Penetration testing shall also be performed by developers in their local environments whenever new features to software are added, bugs are corrected, and new builds are created and shall be included as part of the normal deployment procedure in order to prevent vulnerabilities from being introduced into the software.

## Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

## Definitions

Term	Definition
CSRF	Cross Site Request Forgery
ORM	Object Relational Management
OWASP	Open Web Application Security Project

## References

#	Reference
1	IT-SEC-0100: Information Security Control Program
2	IT-SEC-0200: Safeguarding Personally Identifiable Information (PII)
3	IT-SEC-0201: Password Security Standards
4	AntiSamy Project <a href="https://www.owasp.org/index.php/Category:OWASP_AntiSamy_Project">https://www.owasp.org/index.php/Category:OWASP_AntiSamy_Project</a> <a href="https://www.owasp.org/index.php/XSS_(Cross_Site_Scripting)_Prevention_Cheat_Sheet">https://www.owasp.org/index.php/XSS_(Cross_Site_Scripting)_Prevention_Cheat_Sheet</a> <a href="https://www.forgebox.io/view/cbantisamy">https://www.forgebox.io/view/cbantisamy</a>
5	NIST Special Publication 800-132 Recommendations for Password-Based Key Derivation

6	OWASP – Cross Site Request Forgery Prevention Cheat Sheet <a href="https://www.owasp.org/index.php/Cross-Site_Request_Forgery_(CSRF)_Prevention_Cheat_Sheet#General_Recommendations_For_Automated_CSRF_Defense">https://www.owasp.org/index.php/Cross-Site Request Forgery (CSRF) Prevention Cheat Sheet#General Recommendations For Automated CSRF Defense</a> <a href="https://github.com/ColdBox/cbox-csrf">https://github.com/ColdBox/cbox-csrf</a>
7	OWASP – Zed Attack Proxy Project <a href="https://www.owasp.org/index.php/OWASP_Zed_Attack_Proxy_Project">https://www.owasp.org/index.php/OWASP_Zed_Attack_Proxy_Project</a>
8	OWASP – Secure Coding Practices Quick Reference Guide <a href="https://www.owasp.org/images/0/08/OWASP_SCP_Quick_Reference_Guide_v2.pdf">https://www.owasp.org/images/0/08/OWASP_SCP_Quick_Reference_Guide_v2.pdf</a>
9	OWASP – Application Security Verification Standard 3.0.1 <a href="https://www.owasp.org/images/3/33/OWASP_Application_Security_Verification_Standard_3.0.1.pdf">https://www.owasp.org/images/3/33/OWASP_Application_Security_Verification_Standard_3.0.1.pdf</a>
10	IT-DEV-0104-FRM Web Application Security Checklist

**REALAUCTION.COM**

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**YEARLY DISASTER RECOVERY EXERCISE  
REPORT 2024**

# REVISION HISTORY

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Date	Revision	Description	Author
07/02/2024	1.0	Final	Robert Cruz

# Overview

Realauction conducts Disaster Recovery Exercises on an annual basis to ensure readiness and continuity of service to our clients.

## Goals and Objectives

Corporate Leadership defined the disaster recovery business scope to prove continuity of services. The Information Technology objective was to provide the capability to continue customer support throughout the simulation. The recovery time objective was twenty-four hours (24hrs).

## Test Scenario

On July 2<sup>nd</sup>, 2024 the Disaster Recovery Test scenario simulated the approach and landing of an Atlantic hurricane with a projected strength of Category III, where the employee work locations are in the projected cone of impact probability (as prescribed by the National Hurricane Center (NHC)). The NHC probability cone is typically projected for a 72hr period.

The Realauction Emergency Preparedness strategy is to execute an emergency declaration forty-eight hours (48hrs) prior to the predicted impact (July 6<sup>th</sup>, 2024), and proactively implement the Information Technology Disaster Recovery/Business Continuity Plan. The Emergency Preparedness Team prescribes the business recovery priorities and certifies the results of the test scenario.

## Test Scope

The technical scope supported the outlined business objectives. The information systems and corresponding business objectives are identified below:

### Secure Work Locations

Personnel properly secure and/or shut down all primary work location systems, workstations and phone systems, test back up power systems, and make all preparations necessary for remote operations.

### Deployment to Remote Locations

Deploy key personnel to remote locations well outside the projected impact area and establish phone and internet communications for remote access. For the purposes of this exercise, personnel were deployed to commercial facilities with internet access to physically simulate being out of the affected area.

## Test all Systems

Remote Operations personnel to test access to all necessary resources required to support client sites, maintain required communications, and confirm that they can perform their required duties off-site for a period of at least two hours.

## Resumption of Normal Operations

Personnel inspect their normal work locations for any potential damage and determine if normal operations can be safely resumed. Once the “All Clear” is given the following steps are taken:

- Personnel begin powering up their systems at their normal work location.
- Personnel test connectivity to all Realaction resources.
- Once proper communications are established to all Realaction resources, Senior Management notified that Normal Operations can resume
- All Clear given by Senior Management

## Exercise Results

The results for all primary objectives are as follows:

- ✓ Personnel properly secured and shut down applicable systems at the primary work locations
- ✓ Management deployed critical personnel to remote locations
- ✓ Deployed personnel established connectivity and access to necessary Realaction resources from remote locations via our virtual private network to ensure continuity of service and re-route calls to predetermined primary contact.
- ✓ Deployed personnel performed their required duties at their remote location for a period of at least 2 hours without incident.
- ✓ Corporate Service Center inspected for damage. None noted.
- ✓ Corporate Service Center Systems powered up and brought back online and tested with positive results
- ✓ Testing complete, all clear given and normal operations resumed at the Corporate Service Center.

## Issue Analysis

### **Critical Issues:**

During this Annual Disaster Recovery Exercise, all objectives were met well within the prescribed timeframe. There were no reported critical issues.

### **Non-Critical Issues:**

During the Annual Disaster Recovery Exercise, no non-critical issues arose.

## **Summary of Test**

Realauction successfully completed the 2024 Annual Disaster Recovery exercise without incident and within defined timelines.

**EXHIBIT 2**

**Information Technology Special Conditions (ITSC's)**

**Exhibit V**  
**Cook County Information Technology Special Conditions (ITSCs)**

**1. DEFINITIONS FOR special conditions**

1.1. **“Biometric Information”** has the same meaning as “biometric information” defined in the Illinois Biometric Privacy Act, 740 ILCS 14/10.

1.2. **“Business Associate Agreement”** or **“BAA”** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.3. **“Cardholder Data”** means data that meets the definition of “Cardholder Data” in the most recent version of the Payment Card Industry’s Data Security Standard.

1.4. **“Contractor”** has the same meaning as either “Contractor” and “Consultant” as such terms are defined, and may be interchangeably used in the County’s Professional Services Agreement, or “Contractor” as defined in the County’s Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement. “Contractor” includes any individuals that are employees, representatives, subcontractors or agents of Contractor.

1.5. **“Contractor Confidential Information”** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes County Data or information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or other law.

1.6. **“County”** has the same meaning as the term “County” in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended.

1.7. **“County Confidential Information”** means all non-public proprietary information of County, including Personally Identifiable Information and any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.8. **“County Data”** means all data, including County Confidential Information, provided by the County to Contractor, or otherwise encountered by Contractor for purposes relating to this Agreement, including related metadata.

1.9. **“County Intellectual Property”** or **“County IP”** means all Intellectual Property owned or licensed by the County, including Developed IP.

1.10. **“Criminal Justice Information”** means data that meets the definition of “Criminal Justice Information” in the most recent version of FBI’s CJIS Security Policy and also data that meets the definition of “Criminal History Record Information” at 28 C.F.R. 20.

1.11. **“Data Protection Laws”** means laws, regulations, industry self-regulatory standards, and codes of practice in connection with the processing of Personally Identifiable Information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) et seq.), the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.), FBI CJIS Security Policy, the Illinois Biometric Privacy Act, 740 ILCS 14/1, et seq., the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq., and the Payment Card Industry Data Security Standard..

1.12. **"Data Breach"** means (a) the loss or misuse (by any means) of any County Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any County Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any County Confidential Information.

1.13. **"Deliverable"** has the same meaning as "Deliverable" as defined in the County's Professional Services Agreement or as defined in the County's Instruction to Bidders and General Conditions, if either such document forms the basis of this Agreement.

1.14. **"Developed Intellectual Property"** or **"Developed IP"** means Intellectual Property conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the County IP; (b) Developed Software; and (c) modifications to or enhancements (derivative works) of, Third Party Intellectual Property to the extent not owned by the licensor of the Third Party IP under the terms of the applicable license.

1.15. **"Intellectual Property"** or **"IP"** means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.16. **"Malware"** means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.17. **"Open Source Materials"** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation "open source" code (as defined by the Open Source Initiative) and "free" code (as defined by the Free Software Foundation).

1.18. **"Personally Identifiable Information"** means personal data or information that relates to a specific, identifiable, individual person, including County personnel. For the avoidance of doubt, Personally Identifiable Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.19. **"Protected Health Information"** or **"PHI"** has the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103.

1.20. **"Services"** has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement or "Deliverables" as defined in the County's Instruction to Bidders and

General Conditions, if either such document forms the basis of this Agreement.

1.21. “**Software**” means computer programs, whether in source code or object code form (including any and all software implementation of algorithms, models and methodologies), databases and compilations (including any and all data and collections of data), and all documentation (including user manuals and training materials) related to the foregoing.

## **2. SERVICES AND DELIVERABLES**

2.1. **Approved Facilities.** Contractor will perform Services and host County Data only within the continental United States and only from locations owned, leased or otherwise used by Contractor and its Subcontractors.

2.2. **Required Consents for Assets in Use and Third-Party Contracts as of the Effective Date.** For this section, “Assets” mean equipment, Software, Intellectual Property and other assets used in providing the Services and “Required Consent” means the consent required to secure any rights of use of or access to any of County-provided or third-party Assets that are required by Contractor to perform the Services. Contractor is responsible for obtaining all Required Consents relating to this Agreement. The County will cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.3. **Resources Necessary for Services.** Except as set forth in this Agreement, Contractor will provide and is financially responsible for all equipment, Software, and other resources needed to perform the Services in accordance with the Agreement.

## **3. LEGAL COMPLIANCE**

3.1. **Public Records Laws.** Contractor will comply with all laws governing public records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor must: (a) store County Data in such a way that each record is individually accessible for the length of the County’s scheduled retention; (b) retain a minimum of two total copies of all County Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (c) store and access County Data in a manner allowing individual records to maintain their relationships with one another; (d) capture relevant structural, descriptive, and administrative metadata to County Data at the time a record is created or enters the control of Contractor.

3.2. **Data Protection Laws.** Contractor will comply with all applicable Data Protection Laws, including those that would be applicable to the Contractor if it, rather than the County, were the owner or data controller of any County Data in its possession or under its control in connection with the Services.

3.3. **Export Laws.** Contractor will comply with all laws governing the export of intellectual property, including, but not limited to the Export Administration Regulations, 15 CFR 730, et seq.

3.4. **Protected Health Information.** If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor must enter a Business Associate Agreement in a form provided by the County. See Attachment X, Business Associate Agreement.

3.5. **Criminal Justice Information.** If Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor must execute an FBI CJIS Security Policy Addendum or any other required agreements in a form provided by the County. See Attachment X, CJIS Security Policy Addendum.

3.6. **Biometric Information.** If Contractor will have access to Biometric Information in connection with the performance of the Services, Contractor must properly secure such information in compliance with the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq., including maintaining a retention schedule and destruction guidelines.

3.7. **Cardholder Data.** If Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually, Contractor must tender to County a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

#### **4. WARRANTIES**

4.1. **Contractor Materials and Third Party\_IP.** Contractor represents and warrants that it owns, or is authorized to use, all Contractor IP, and Contractor-provided third-party IP.

4.2. **Developed Software.** Contractor represents and warrants that all developed software will be free from material errors in operation and performance, will comply with the applicable documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such developed software by the County. Any repairs made to developed software pursuant to this Section will receive a new twelve (12) month warranty period in accordance with the terms of this Section.

4.3. **Open Source\_Materials.** Contractor represents and warrants that all open source materials (OSM) included in Deliverables or Software are obtained from a trusted distributor. Unless otherwise specified in this Agreement, Contractor must maintain OSM support, including required patching and security updates, which will be provided promptly after release. The Contractor must not use any materials that allow users to modify or incorporate open-source code into larger programs on the condition that the software containing the source code is publicly distributed without restrictions, commonly known as “copyleft.”

4.4. **Access to County Data.** Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the County’s access to and retrieval of County Data.

4.5. **Malware.** Contractor represents and warrants that it has not and will not introduce or cause to be introduced Malware in any County IT environment at any time. If Contractor discovers that Malware has been introduced into Software, Contractor must, at no additional charge, (a) immediately undertake to remove such Malware (b) notify the County in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to County Data or Software and otherwise assist the County in mitigating such damage and restoring any affected Service, Software or equipment.

4.6. **Resale of Equipment and Software.** If Contractor resells to the County any equipment or Software that Contractor purchased from a Third Party, Contractor, to the extent it is legally able to do so, must pass through any such third-party warranties to the County and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

4.7. **Data Security.** Contractor represents and warrants that (a) it will not permit any unauthorized access to or cause any loss or damage to County Data or County IP; (b) it will comply with all County security policies in place during the term of this Agreement, and (c) it will not use any system that is dependent on software or hardware that no longer have appropriate security updates available.

## 5. INTELLECTUAL PROPERTY

5.1. County Intellectual Property. The County retains all right, title and interest in and to all County IP. Contractor will not be permitted to use any of the County IP for the benefit of any entities other than the County. Upon expiration or termination of this Agreement, Contractor must cease all use of County IP and must return to the County all County IP.

5.2. Developed Intellectual Property. Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the County without further consideration all of its right, title and interest in such Developed IP, which assignment will be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Contractor agrees to perform any actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County's ownership of any such Developed IP.

5.3. Residual Knowledge. Nothing contained in this Agreement will restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Agreement, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties employees performing or using such Services, (b) the Party does not breach its respective obligations under Section 6 relating to confidentiality and non-disclosure, and (c) does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 5, neither this Agreement nor any disclosure made hereunder grants any license to either Party under any Intellectual Property rights of the other.

5.4. Software Licenses. This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP. Except as explicitly set forth elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software include: (a) the right of use by Third Party Contractors for the benefit of the County, (b) the right to make backup copies, and (c) the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements.

## 6. COUNTY DATA AND CONFIDENTIALITY

6.1. Property of County. All County Data is the sole property of the County. Contractor must not use County Data for any purpose other than that of performing the Services under this Agreement. Without the County's express written consent, no County Data, or any part thereof, may be disclosed, assigned, destroyed, altered, withheld, or otherwise restricted by Contractor or commercially exploited by or on behalf of Contractor.

6.2. Acknowledgment of Importance of County Data. Contractor acknowledges the importance of County Data and that the County may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

6.3. Data Recovery. Upon the County's request Contractor must promptly return all requested County Data to the County or its designee in such a format that the County may reasonably request. Contractor must provide County with adequate bandwidth and other resources to remove County Data from Contractor servers. Contractor must also provide sufficient information requested by the County about the format and structure of the County Data to enable such data to be used in substantially the manner used by Contractor. Also upon County's request, in lieu of return or in addition to return, Contractor must destroy County Data, sanitize any media upon which County Data resides in accordance to NIST Special Publication 800-88 as revised; and upon County request, Contractor must provide County with a certificate of destruction in compliance with NIST Special Publication 800-88.

6.4. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose County Data in accordance with a requirement or request by operation of Law, regulation or court order, Contractor will, except to the extent prohibited by law: (a) advise the County thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful; (c) afford the County a reasonable opportunity to intervene in the proceedings; and (d) comply with the County's requests as to the manner and terms of any such disclosure.

6.5. Data Integrity and Loss of County Confidential Information. Data integrity requires that data are complete, consistent, and accurate. As appropriate Contractor must implement and maintain strong, industry standard measures, such as encryption, cryptographic key systems, digital signatures, and firewalls, to maintain accuracy of County Data. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure, inaccuracy, or loss of, or inability to account for, any County Confidential Information, Contractor must promptly, at its own expense: (a) notify the County in writing within one (1) business day; (b) take such actions as may be necessary or reasonably requested by the County to minimize the violation; and (c) cooperate in all reasonable respects with the County to minimize any damage resulting from the violation.

6.6. Contractor Confidential Information. County must use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as County exercises to avoid unauthorized disclosure, publication, or dissemination of its County Confidential Information of like character.

## **7. DATA SECURITY AND PRIVACY**

7.1. General Requirement of Confidentiality and Security. Contractor is obligated to maintain the confidentiality and security of all County Confidential Information in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor must implement and/or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor must, at a minimum, encrypt all Personally Identifiable Information in-transit and at-rest. Contractor must perform all Services using security technologies and techniques in accordance with industry-leading practices and the County's security policies, procedures and other requirements made available to Contractor in writing.

7.2. Security. Contractor must establish and maintain reasonable and sufficient physical, technical and procedural safeguards to preserve the security and confidentiality of County Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, loss, destruction or damage. The safeguards must provide a level and scope of security that is not less than the level and scope required under (a) the County Policies as updated; (b) Federal Information Processing Standard 200; (c) then-current NIST 800-series standard and successors thereto; or (d) an equivalent, generally accepted, industry-standard security standards series.

7.3. Contractor Personnel. Contractor will oblige its personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any County Data necessary to perform the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor must ensure that, prior to performing any Services or accessing any County Data or other County Confidential Information, all Contractor personnel who may have access to the aforementioned must have executed agreements concerning access protection and data/software security consistent with this Agreement.

7.4. Information Access. Contractor may not attempt to or permit access to any County

Confidential Information by any unauthorized individual or entity. Contractor must provide its personnel only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor will, upon request from the County, provide the County with an updated list of those personnel having access to County Data and the level of such access.

7.5. Encryption Requirement. Contractor must encrypt all County Confidential Information. Contractor must encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor must not deviate from this encryption requirement without the advance, written approval of the County's Information Security Office.

7.6. Updates. Contractor must provide to County, without charge, the timely application of any upgrades to software required for Services that are available to third parties. Software upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes.

7.7. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personally Identifiable Information, it will act only on instructions and directions from the County.

7.8. Data Subject Right of Access and Rectification. If the County is required to provide or rectify information regarding an individual's Personally Identifiable Information, Contractor will reasonably cooperate with the County to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor will notify the County of such request as soon as reasonably practicable.

7.9. Data Minimization. Contractor must implement procedures to minimize the collection of Personally Identifiable Information.

## **8. DATA BREACH**

8.1. Notice to County. Contractor must provide the County with written notice of any Data Breach promptly following, and no later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Breach. Such notice must summarize in reasonable detail the nature of the County Data that may have been exposed, and, if applicable, any persons whose Personally Identifiable Information may have been affected or exposed by such Data Breach. Contractor must not make any public announcements relating to such Data Breach without the County's prior written approval.

8.2. Data Breach Responsibilities. Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure, of County Data, Contractor must promptly provide details regarding the incident, its mitigation efforts, and its corrective action to prevent a future similar incident. Contractor must fully cooperate with County, and is solely responsible for: (a) investigating and resolving any data privacy or security issue; (b) providing County with a root cause analysis of the breach, (c) notifying any affected persons (solely at County's direction) and governmental regulators, as applicable; and (d) recovering affected data or information, to the extent possible, and (e) provide County with a corrective action plan acceptable to County.

8.3. Notice to Impacted Parties. County has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in County's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

8.4. Costs. In the event of a Data Breach attributable to an act or omission of Contractor, as part of such remediation, Contractor must pay all cost and expense of County's compliance with any of County's notification obligations, as well as the cost of credit monitoring services for affected individuals.

## **9. AUDIT RIGHTS**

9.1. Service Organization Control (SOC 2), Type II Audits. Contractor must, at least once annually and at its sole cost and expense provide to the County and its auditors a SOC 2, Type II report, or equivalent, for all locations at which the County Data is processed or stored. Contractor must promptly make available to the County the results of any reviews or audits conducted by Contractor (including internal and external auditors), including SOC-2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement.

9.2. Subcontractor Agreements. Contractor must ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the County's audit rights.

## **10. EXIT ASSISTANCE**

10.1. Removal of Contractor Materials. Contractor is responsible, at its own expense, for de-installation and removal from the County facilities any equipment owned or leased by Contractor, that is not being transferred to the County under the Agreement, subject to the County's reasonable procedures and in a manner that minimizes the adverse impact on the County.

## **11. MISCELLANEOUS**

11.1. Survival. Sections 1 (Definitions for Special Conditions), 5 (Intellectual Property), 9 (Data Breach), and 10 (Audit Rights) will survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 6 (County Data and Confidentiality) and 13 (Miscellaneous) will survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of County Confidential Information as required by this Agreement.

11.2. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC will expressly include County and vice versa.

11.3. No Click-Wrap or Incorporated Terms. The County is not bound by any content on the Contractor's website, in any click-wrap or other similar document.

## **12. EPIDEMIC DISRUPTION**

12.1. Epidemic Disruption. County may suspend Services under any Statement of Work on 2 business days' written notice in case of Epidemic Disruption (as defined below). Each party's deadlines and obligations related to performance, receipt, or support of Services will then be delayed by a period equal to the duration of such suspension, provided suspension will not delay Customer's obligations to make payments already due pursuant to the terms of this Agreement. County may end such suspension at any time on 5 business days' notice, provided Contractor may by prompt written notice delay such Services' restart date by up to 2 weeks if earlier return of staff imposes unreasonable burdens on Contractor. If performance pursuant to a Statement of Work is suspended due to Epidemic Disruption for more than 40

business days out of any 90-day period, either party may terminate such Statement of Work for convenience on 10 days' prior written notice, provided that if Provider issues such termination notice and County ends the suspension before the notice period ends, the Statement of Work will not terminate. For the avoidance of doubt: (a) termination pursuant to the preceding sentence does not release Provider from its obligations pursuant to PSA Section \_\_ (*Transition Assistance*); and (b) nothing in this PSA Section \_\_ limits either party's rights set forth in PSA Section \_\_ (*Force Majeure*), including without limitation either party's right to suspend Services as a result of epidemics. ("Epidemic Disruption" occurs when County reasonably concludes (i) that risks related to an epidemic make performance, receipt, or support of Services unreasonably dangerous for either party's employees or for third parties or (ii) that government shelter-in-place orders or other government measures addressing an epidemic make performance, receipt, or support of Services unduly expensive or otherwise impractical.)

Exhibit 3

Minority and Women Owned Business Enterprise Commitment



OFFICE OF CONTRACT COMPLIANCE

**Nicole Mandeville**

DIRECTOR

161 N. Clark Street, Suite 2300 • Chicago, Illinois 60601 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

TARA STAMPS  
1st District

DENNIS DEER  
2nd District

BILL LOWRY  
3rd District

STANLEY MOORE  
4th District

MONICA GORDON  
5th District

DONNA MILLER  
6th District

ALMA E. ANAYA  
7th District

ANTHONY J. QUEZADA  
8th District

MAGGIE TREVOR  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

BRIDGET DEGNEN  
12th District

JOSINA MORITA  
13th District

SCOTT R. BRITTON  
14th District

KEVIN B. MORRISON  
15th District

FRANK J. AGUILAR  
16th District

SEAN M. MORRISON  
17th District

July 15, 2024

Mr. Raffi Sarrafian  
Chief Procurement Officer  
161 N. Clark Street Suite 2300  
Chicago, IL 60601

Re: Contract No. 2410-01091  
Online Auctions Services for Delinquent Property Tax Liens  
Office of the Cook County Treasurer  
RFP – Professional Services  
Contractor: Realauctions.com LLC  
Contract Term: 8/1/2024 – 7/31/2027 plus two (2) one (1) year renewal options  
Contract Value: \$840,000.00  
Participation Goal: 0% MBE/WBE

Dear Mr. Sarrafian

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

Sincerely,

Jeanetta Cardine  
Contract Compliance Deputy Director

JC/db

CC Kevin McGowan (Office of the Cook County Treasurer)  
Anna Epps (OCPO)

**I. POLICY AND GOALS**

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

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

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is [Zero percent (0%)].** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

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

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

## **II. REQUIRED BID OR PROPOSAL SUBMITTALS**

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

### **A. MBE/WBE Utilization Plan**

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

#### **1. Letter(s) of Intent**

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

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

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

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

**2. Letter(s) of Certification**

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

- County of Cook
- City of Chicago

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

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

**3. Joint Venture Affidavit**

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

**B. Petition for Reduction/Waiver**

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

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

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

#### **A. Granting or Denying a Reduction/Waiver Request.**

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

### **IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN**

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

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

## **V. NON-COMPLIANCE**

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

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

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

## **VII. EQUAL EMPLOYMENT OPPORTUNITY**

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

Any questions regarding this section should be directed to:

Contract Compliance Director  
Cook County  
161 North Clark Street, Suite 2300  
Chicago, Illinois 60601  
(312) 603-5502

EXHIBIT 4

Evidence of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2024

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).

<b>PRODUCER</b> Wilson, Washburn & Forster Insurance 16505 NW 13th Ave Miami FL 33169	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 305-666-6636		<b>FAX (A/C, No):</b> 305-662-7778
	<b>E-MAIL ADDRESS:</b> certificates@wwfins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A :</b> Indian Harbor Insurance Co.			36940
<b>INSURER B :</b> Technology Insurance Co. Inc.			42376
<b>INSURER C :</b> Kinsale Insurance Company			38920
<b>INSURER D :</b>			
<b>INSURER E :</b>			
<b>INSURER F :</b>			

**INSURED**  
 RealAuction.com, LLC  
 861 SW 78th AVE Suite 102  
 Plantation FL 33324

REALA-1

**COVERAGES**

CERTIFICATE NUMBER: 616070058

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		01002787460	1/18/2024	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			01002788790	1/18/2024	10/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4410690	4/16/2024	4/16/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab. (Technology Products and Services)	Y		MTP0033134 13	10/1/2023	10/1/2024	Policy Aggregate 4,000,000 Each Occurrence 2,000,000

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

Property Address: 861 SW 78th Ave Suite 102 Plantation, FL 33324  
 Umbrella/Excess Liability only goes over Kinsale General Liability policy #01002787460

Cyber Liability # MTP0033134 13  
 Indian Harbor Insurance Co - Effective 10/1/2023 - 10/1/2024  
 \$4,000,000 Aggregate  
 Media \$2,000,000  
 Privacy and Cyber Security \$3,000,000  
 See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Cook County  
 118 N. Clark Street  
 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

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Wilson, Washburn & Forster Insurance		NAMED INSURED RealAuction.com, LLC 861 SW 78th AVE Suite 102 Plantation FL 33324	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Privacy Regulatory Defense, Awards and Fines \$3,000,000  
 Business Interruption and Extra \$3,000,000  
 Data Recovery \$3,000,000  
 Cyber-Extortion and Ransomware \$3,000,000  
 Data Breach Response and Crisis Management Coverage \$3,000,000  
 Retention \$100,000 except 12 Hrs waiting period for Loss of Business Income

CRIME:  
 Policy: BDJ1027544-10  
 Insurance Company: Hanover Insurance Company  
 Effective Date: 10/1/23-10/1/24  
 Employee Theft Limit: \$2,000,000  
 Forgery or Alteration Limit \$25,000  
 Computer Fraud \$25,000  
 Social Engineering/False Pretenses Limit \$25,000

Cook County is listed as additional insured with respects to General Liability and Professional Errors and Omissions coverage. Retro Date for \$2M/\$4M limits on Professional/Cyber Liability - 7/1/2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US-BLANKET

<i>Attached To and Forming Part of Policy</i> 0100278746-0	<i>Effective Date of Endorsement</i> 01/18/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> RealAuctioncom LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE**

**SECTION IV – CONDITIONS, 8. Transfer of Rights of Recovery against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against persons or organizations because of payments we make for injury or damage arising out of “your work” done under a written contract with that person or organization wherein you have agreed to provide this waiver.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED- STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR  
POLITICAL SUBDIVISION PERMITS - BLANKET**

<i>Attached To and Forming Part of Policy</i> 0100278746-0	<i>Effective Date of Endorsement</i> 01/18/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> RealAuctioncom LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE**

**A. SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured, any state or governmental agency or subdivision or political subdivision that has issued a permit for your operations, when it is required as a condition of such permit that the state or governmental agency or subdivision or political subdivision be named as an Additional Insured on this Policy, but only with respect to vicarious liability imposed on the Additional Insured as a result of those operations performed by you or on your behalf for which the state or political subdivision has issued the permit. However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required, as a condition of the permit, to provide for such Additional Insured.

**B.** With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to any:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality;
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard";
3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the Additional Insured or employees of the Additional Insured; or
4. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of the Named Insured or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.

**C.** A state or political subdivision's status as an Additional Insured under this endorsement ends when "your work" under such permit is completed.

**D.** With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required as a condition of the permit; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**E. Duties of the Additional Insured in the event of “occurrence”, offense, claim or “suit”:**

1. The Additional Insured must promptly give notice of an “occurrence” an offense which may result in a claim, a claim which is made or a “suit”, to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or “suit” to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured A. may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - MANAGERS OR LESSORS OF PREMISES**

<i>Attached To and Forming Part of Policy</i> 0100278746-0	<i>Effective Date of Endorsement</i> 01/18/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> RealAuctioncom LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE**

- A. SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required by written contract to add as an Additional Insured on this Policy, but:
1. Only if such written contract was executed prior to the "bodily injury" or "property damage" and is in effect at the time the "bodily injury" or "property damage" occurs; and
  2. Only with respect to such person or organization's vicarious liability for "bodily injury" or "property damage" as manager or lessor of that part of the premises leased to you; and
  3. Solely for liability caused by the ownership, maintenance or use of that part of the premises leased to you by such person or organization.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
  2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.
- B.** With respect to the insurance afforded to the Additional Insured, the following additional exclusions apply:
1. This insurance does not apply to:
    - a. Any "occurrence" which takes place after you cease to be a tenant in that premises;
    - b. Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured; or
    - c. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of:
      - (1) The sole negligence of the Additional Insured or any employees of the Additional Insured; or
      - (2) Any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.
  2. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.
- C.** With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**D. Duties of the Additional Insured in the event of an “occurrence”, offense, claim or “suit”:**

1. The Additional Insured must promptly give notice of an “occurrence”, an offense which may result in a claim, a claim which is made, or, a “suit” to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or “suit” to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - MORTGAGEE,  
ASSIGNEE, OR RECEIVER**

<i>Attached To and Forming Part of Policy</i> 0100278746-0	<i>Effective Date of Endorsement</i> 01/18/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> RealAuctioncom LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE**

- A. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required by written contract to add as an Additional Insured on this Policy, but:
1. Only if such written contract was executed prior to the “bodily injury” or “property damage” and is in effect at the time the “bodily injury” or “property damage” occurs; and
  2. Only with respect to such person or organization’s vicarious liability for “bodily injury” or “property damage” as mortgagee, assignee, or receiver; and
  3. Solely for liability caused by the ownership, maintenance or use of the premises by you and for which such person or organization is mortgagee, assignee, or receiver.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
  2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.
- B. With respect to the insurance afforded to the Additional Insured, the following additional exclusion applies:
1. This insurance does not apply to any structural alterations, new construction or demolition operations performed by or for the Additional Insured.
- C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**D. Duties of the Additional Insured in the event of an “occurrence”, claim or “suit”:**

1. The Additional Insured must promptly give notice of an “occurrence” which may result in a claim, a claim which is made, or, a “suit” to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or “suit” to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - EXCLUDING PRODUCTS/COMPLETED OPERATIONS

<i>Attached To and Forming Part of Policy</i> 0100278746-0	<i>Effective Date of Endorsement</i> 01/18/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> RealAuctioncom LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE

A. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required to include as an Additional Insured on this Policy by written contract in effect during the policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage", but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused by the sole negligent conduct of the Named Insured.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. The insurance provided to the Additional Insured under this endorsement is limited as follows:

1. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard."
2. Any insurance provided by this endorsement to an Additional Insured shall be excess over any other valid and collectible insurance available to the Additional Insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance apply on a primary or primary and noncontributory basis.
3. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.
4. This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of the Additional Insured or any employees of the Additional Insured.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**D. Duties of the Additional Insured in the event of “occurrence”, claim or “suit”:**

- 1.** The Additional Insured must promptly give notice of an “occurrence”, a claim which is made or a “suit”, to any other insurer which has insurance for a loss to which this insurance may apply.
- 2.** The Additional Insured must promptly tender the defense of any claim made or “suit” to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

# CyberRiskConnect

Privacy, Security and Technology Insurance

## Endorsement #010

This endorsement:  
effective 12:01 a.m., October 1, 2022,  
forms a part of Policy No. MTP003313412,  
issued to REALAUCTION.COM LLC,  
by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### BLANKET ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged, it is agreed that the Policy is amended to include any entity the **Named Insured** or any **subsidiary** is required by contract to include as an **Insured** for liability of such entity for an **Insured's Wrongful Acts**. Such entity is insured under this Policy but solely to the extent that a **claim** is made against it for any **Wrongful Acts** of an **Insured** otherwise covered by this Policy. Notwithstanding Section IX., D. Other Insurance, this Policy shall be primary to any insurance maintained by such entity, to the extent that the **claim** is covered by this Policy pursuant to this endorsement.

Nothing herein shall serve to confer any rights or duties to such entity under this Policy, other than as provided herein.

This Policy does not provide coverage for any such entity's independent acts, errors or omissions.

All other terms and conditions of this Policy shall remain the same.

EXHIBIT 5

Employee and Official Business and Travel Expense Reimbursement Policy



# COOK COUNTY BUREAU OF FINANCE

**POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY**

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## I. GENERAL PROVISIONS

### A. Overview

Applicable law provides that Employees and Officials are entitled to reimbursement for certain business and travel expenses.<sup>1</sup> This policy sets forth the business and travel expense reimbursement policy for the County of Cook (“County”), and it establishes guidelines for the reimbursement of authorized and Necessary Business Expenses incurred on behalf of the County. The County will not reimburse Employees and Officials for expenditures that do not comply with the provisions of this policy.

### B. Purpose

The purpose of this policy is to provide guidelines for the payment of authorized and Necessary Business Expenses that cannot be obtained using the methods provided in the Cook County Procurement Code, and to enable Employees and Officials to successfully execute their Local and Non-local travel requirements at the lowest reasonable costs, resulting in the best value for the County. The Chief Financial Officer (or designee) may be contacted for clarification as needed.

### C. Intent

This policy is intended to be interpreted consistent with and subject to applicable law and other related County policies. *See* Related Policies below. It supersedes all previous policies and/or memoranda that may have been issued from time to time on subjects covered in this policy or other policies that may contain provisions related to reimbursement for business and travel expenses. This policy is not intended for tuition reimbursement. *See* Related Policies. This policy is not intended to supersede or limit the County from enforcing programs or provisions in any applicable collective bargaining agreement.

### D. Severability

If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected.

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<sup>1</sup> See Illinois Wage Payment and Collection Act, 820 ILCS 115/9.5.



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## E. **Jurisdiction**

The Cook County Chief Financial Officer, in consultation with the Director of Budget and Management Services (“Budget”) and the Comptroller are authorized to develop and issue policies and procedures for business and travel expense reimbursement.

## F. **Areas Affected**

This policy and the procedures associated with this policy applies to all elected and appointed Officials and Employees in departments, offices, institutions or agencies of the County, including but not limited to the offices and departments under the jurisdiction of the County Board President, the Board of Commissioners, Cook County State’s Attorney, Cook County Sheriff, Cook County Public Defender, Clerk of the Circuit Court of Cook County, Cook County Treasurer, Cook County Clerk, Cook County Assessor, Chief Judge of the Circuit Court of Cook County, Board of Review, the Office of the Independent Inspector General, the Cook County Land Bank Authority (“Land Bank Authority”), Veterans Assistance Commission of Cook County and the Public Administrator (hereinafter, “Agencies” or “Agency”) who incur Necessary Business Expenses while conducting official business on behalf of the County.

## G. **Nondiscrimination**

Cook County prohibits the discriminatory application, implementation, or enforcement of any provision of this policy based on race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, gender identity or housing status, or any other protected category established by law, statute, or ordinance.

## H. **Definitions**

For purposes of this policy, the following terms shall be given the following meanings as set forth below:

*Affidavit for Lost Receipts* means the form submitted by the Employee or Official to request reimbursement of eligible Necessary Business Expenses when itemized receipts or other proof of expense and payment is not available due to being lost or stolen.



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*Agency or Agencies* means offices and departments under the jurisdiction of the County Board President, the Board of Commissioners, Cook County Health and Hospitals System, Cook County State’s Attorney, Cook County Sheriff, Cook County Public Defender, Clerk of the Circuit Court of Cook County, Cook County Treasurer, Cook County Clerk, Cook County Assessor, Chief Judge of the Circuit Court of Cook County, Board of Review, the Office of the Independent Inspector General, the Cook County Land Bank Authority, and the Public Administrator.

*Alternative Worksite* means an employee’s work location other than the County employee’s Official Worksite. This definition may include an Employee or Official’s residence when telecommuting or may include the location of a field assignment or 3<sup>rd</sup> party meeting in certain circumstances.

*Appropriate Authorizing Party (or designee)* means the Employee or Official authorized to commit County resources and to preapprove expenses for purposes of reimbursement and to approve reimbursements under this policy, per section (J)(1)(c) below.

*Appropriated Funds or Funding* means money allocated by legislation passed by the Cook County Board of Commissioners and signed by the President of the Board of Commissioners, whether from an annual appropriation, multi-year appropriation, appropriated user fee, mandatory appropriation, or reimbursements from such appropriations, etc.

*Business and/or Travel Expense Reimbursement Form* means the reimbursement form submitted by the Employee or Official to the Appropriate Approving Party for authorization of expense reimbursement.

*Common carrier* means Non-local travel by airplane, train (i.e., Amtrak, or similar), bus (i.e., Greyhound, or similar).

*Commuting* means travel between the Official’s or Employee’s residence and the Official’s or Employee’s Official Worksite.

*County* means Cook County.

*County vehicle* means travel by pool fleet or similar.

*Employee* means an individual employed by an Agency.



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*Local travel* means travel within a 60-mile radius from the Official’s or Employee’s Official Worksite, for official County business.

*Necessary Business Expenses* mean authorized out-of-pocket expenses or losses that are incurred by the Official or Employee in the discharge of employment or official duties, that inure to the primary benefit of the County and can’t be procured under the County’s Procurement Code or Direct Pay Policy. The County will not be responsible for losses or expenses incurred due to an Employee’s or Official’s own negligence, losses due to normal wear, or losses due to theft unless the theft was due to the County’s negligence.

*Non-local travel* means travel in excess of a 60-mile radius from the Official’s or Employee’s Official Worksite, for official County business.

*Official Worksite* means the worksite to which the Official or Employee is typically assigned.

*Personal leased vehicle* means travel by a leased vehicle, or similar, that is not a vehicle that is leased by the County as part of the County’s fleet.

*Personally owned or Personal vehicle* means travel by a vehicle that is personally owned by the Employee, Official, or similar.

*Pre-Authorization Form* means the form submitted by the Requester seeking reimbursement for a Necessary Business Expense.

*Public transportation* means local travel by CTA, Pace, Metra, or similar.

*Rental Car* means travel by vehicle hired from a car rental agency for a short period of time during non-local official County business.

*Requester* means the Employee or Official seeking reimbursement.

*Ride share or ride sharing* means travel by Taxi, Shuttle, Lyft, Uber, Divvy, Zip Car, or similar.

*Transportation Expense Voucher* means a mileage reimbursement voucher for authorized use of personally owned vehicles in the conduct of official County business.



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## I. Responsibilities of Employees, Management, and County Officials

Employees and Officials requesting Necessary Business Expense reimbursements are responsible for ensuring that the reimbursement request is truthful and accurate, complies with all applicable policies, is properly authorized before the expense is incurred, and is supported by the required receipts and documentation. Strict conformance with this policy is required to ensure eligibility for reimbursement when incurring expenses on behalf of the County and/or requesting expense reimbursements. Fraudulent or improper submissions for reimbursement may lead to disciplinary action or ethics fines/penalties. In addition, using or attempting to use this expense reimbursement policy when an Employee or Official should be using the Procurement Code process to purchase items or services on behalf of the County may lead to the expense being ineligible for reimbursement.

Moreover, any Employee or Official who receives an unauthorized or an erroneously issued reimbursement payment from the County, must immediately return such payment within thirty (30) days from the time the Employee or Official has become aware of the unauthorized or erroneous reimbursement or notice from the Comptroller’s Office or the Budget Office. Failure to comply with this provision will result in disciplinary or other appropriate action depending on the Employee(s) or Officials(s) involved and the specific circumstances. In the event repayment is made by an Employee or Official through payroll deduction, the Comptroller’s Office will handle in accordance with its procedures for payroll deductions.

Strict adherence to the County’s Code of Ethical Conduct and Office of the Independent Inspector General Ordinance is required. Expenditures that do not comply with the County’s Ethics Ordinance or Office of the Independent Inspector General Ordinance and this policy shall be denied and may be referred to the Board of Ethics or Inspector General for investigation. For example, expenditures made in connection with “prohibited political activity,” as defined in section 2-562 of the Cook County Code, shall not be reimbursed.

Each Appropriate Authorizing Party is responsible for ensuring that all expenditures made on behalf of the County comply with all applicable policies. Additionally, each Appropriate Authorizing Party is accountable for the appropriate use of County funds and must verify that all Necessary Business Expenses are budgeted and charged to the proper account(s). In addition, before approving any expense reimbursement, the Authorizing Party must ensure that the requesting Employee or Official received pre-authorization to incur the expense where required, the expense is legitimate, properly documented, and, if proper procedures are not followed, not approving the reimbursement request. Failure to adhere to these



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obligations may result in appropriate corrective action, including but not limited to disciplinary action, depending on the Employees(s) or Official(s) involved and the specific circumstances.

The Chief Financial Officer has designated the Director of Budget and Management Services to monitor County practices to ensure compliance with, and answer questions concerning, the information presented in this policy.

## J. Policy and Procedures

1. General. The County has a fiduciary responsibility to ensure County resources are used responsibly and that Employees and Officials do not incur inappropriate or excessive expenses or gain financially from the County. Necessary Business Expenses will be reimbursed in accordance with IRS guidelines and with the provisions of this policy, provided there is sufficient funding for this purpose in the Department’s budget and doing so would not circumvent the Cook County Procurement Code. A Necessary Business Expense must have a clear and legitimate business purpose. All out of country travel-related expenditures will conform to the IRS guidelines and the U.S. General Services Administration whenever possible. See, <https://www.gsa.gov/travel-resources>. Where compliance with IRS and the U.S. General Services Administration guidelines cannot be met, approval of such expense must be documented by the Appropriate Authorizing Party. Excessive costs or unjustifiable costs are not acceptable and will not be reimbursed.
  - (a) *Appropriated Funding*. Expenditures shall be charged to the appropriate account of the department incurring the expense, as designated in the department’s annual appropriation.
  - (b) *Grant requirements*. Expenditures connected to and/or funded by a grant (or contract) shall be made in accordance with the grantor’s requirements, and reimbursement will be made at the rate specified by the grant (or contract), or if no specified rate, at the County’s rate defined by this policy.
  - (c) *Appropriate Authorizing Party*. Necessary Business Expenses using the Pre-Authorization Form must be submitted for pre-authorization to the Requester’s:



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- (1) Department Head or managing supervisor, if requested by an Employee within the Department except where the Bureau Chief has indicated by internal memo or policy that Bureau Chief approval is required;
- (2) Bureau Chief, if requested by a Department Head;
- (3) Chief of Staff, if requested by a Bureau Chief;
- (4) Employing Official, if requested by a Chief of Staff or
- (5) Where there is no person in a higher-level position within the Requester's organizational chart to authorize the expense, such as an Official, the reimbursement request shall be referred to the Agency's Chief of Staff, where applicable or the Budget Director if the Agency does not employ a Chief of Staff for pre-authorization.

**Individuals are strictly prohibited from authorizing their own requests to incur and be reimbursed for a Necessary Business Expense. The Appropriate Authorizing Party must confirm there is available funding in the Agency's appropriated annual budget prior to approving the Pre-Authorization Form.**

- (d) *Tax Exempt Status.* Expenditures must exclude sales tax to the extent permitted under law. Tax exempt certificates may be requested in advance of expenditures through the Office of the Chief Procurement Officer by emailing [taxexemptrequest@cookcountyil.gov](mailto:taxexemptrequest@cookcountyil.gov). Use of vendors who will not accept tax exempt certificates are prohibited absent exigent circumstances.

## II. INELIGIBLE EXPENSES

The following expenses are **not** Necessary Business Expenses and shall **not** be reimbursed under this policy:



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- A. Expenditures made in connection with “prohibited political activity,” as defined in section 2-562 of the Cook County Code or that violate the Ethics Code, 2-560 et. seq.;
- B. Expenses incurred without proper pre-authorization unless otherwise approved in writing by the Appropriate Authorizing Party;
- C. Expenses incurred in excess of the allowable limits in this policy unless otherwise approved in writing by the Appropriate Authorizing Party as set forth herein;
- D. Expenses for leasing or purchasing items for workspace/office, such as furniture, technology equipment, computer hardware or software, cell phones, electronic services or support, or decorative items. To the extent that items, furniture, technology equipment, computer hardware or software, and/or equipment are needed because of or based on an ADA reasonable accommodation request, please refer to the Agency Reasonable Accommodation Policy for Employees and Applicants with Disabilities.
- E. Expenses incurred in connection with normal commuting between home and work, including but not limited to mileage, parking, and toll expenses;
- F. Expenses for personal meals or other food or drink items while remaining local and not traveling out of the County on official business;
- G. Traffic citations, parking tickets, and other fines, fees, penalties, or costs related to parking or moving violations;
- H. Lost or stolen cash or personal property;
- I. Monthly payments for leasing personal vehicles, except payments for vehicles leased by an Official for both business and personal use (with reimbursement amount limited to the portion



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expended for business use) in accordance with Cook County Ordinance Section 34-40 and approved by the Appropriate Authorizing Party;

- J. Personal calls;
- K. Personal items, including but not limited to toiletries, luggage, clothing, medications, appliances, and decorative items;
- L. Personal entertainment items, including but not limited to, magazines, books, movie rentals, and event tickets (sporting, theater, musical, etc), and/or recreational activities;
- M. Alcoholic beverages, tobacco products or controlled substances;
- N. Food, except as permitted pursuant to Sections III.A. and III.B. below;
- O. Sponsorships or donations;
- P. Appliances (e.g. microwaves, refrigerators, toasters);
- Q. Sporting goods;
- R. Flowers, gift cards, and gifts, or similar types of costs;
- S. Credit card or other late fees due to the Employee’s or Official’s actions;
- T. Charges related to modifications to travel arrangements, including but not limited to itinerary changes or cancellations, unless such change or cancellation is based on an exigent circumstance



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not within the Employee’s or Official’s own making and for which the Employee or Official is unable to receive a reimbursement or credit against the travel arrangement;

- U. Convenience fees, including but not limited to, early check-in, late check-out, and TSA pre-check;
- V. Hotel incidentals, such as, but not limited to, room upgrades, room service, health club fees, in-room entertainment fees, and laundry fees;
- W. Flight insurance or other supplemental travel insurance;
- X. Guest travel costs and expenses;
- Y. International travel, without written pre-authorization from the Appropriate Authorizing Party and the Budget Director, as applicable;
- Z. Personal portions of a trip combined with business travel, including but not limited to extended stays and travel to/from other destination(s);
- AA. Upgrades, including but not limited to, special “club” floors or access, seat or cabin upgrades, premium fuel, premium rides, valet parking; and,
- BB. Other expenses of a purely personal nature and not listed as reimbursable in these guidelines.

**III. ELIGIBLE REIMBURSABLE NECESSARY BUSINESS EXPENSES**

The following expenses are considered Necessary Business Expenses that are eligible for reimbursement contingent on compliance with this policy.

**A. Food Supplies**

Appropriated Funds shall not be used to purchase food, except in the following limited circumstances.

- 1. Ceremonial Events: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages, at County sponsored, public facing ceremonial events when it has been determined that such food would materially enhance the event in furtherance of the



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objectives of the event is permissible. Departments may host Ceremonial events no more than quarterly and the cost of any such event is limited to \$20 per person.

2. Budget Hearings and Board Meetings: The use of Appropriated Funds by the Secretary to the Board to provide food for Officials and Employees actively participating in budget hearings or board meetings, to facilitate the efficient and timely resolution of such hearings before the Board of Commissioners, is permissible.
3. Community Events: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages, at County sponsored community engagement events when it has been determined that such food would materially enhance public participation in furtherance of the objectives of the event is permissible.
4. Employee Morale Events. The use of Appropriated Funds to provide light refreshments, such as snacks and beverages or to provide lunch, for Officials and/or Employees scheduled to boost Employee morale or in recognition of Employees when it has been determined by the hosting Agency that such food would materially enhance participation and boost morale in furtherance of the objectives of the event is permissible. Departments may host employee morale events no more than twice per year and the cost of any such event is limited to \$20 per person.
5. Trainings: The use of Appropriated Funds to provide light refreshments, such as snacks and beverages for training events, or meals at full-day or after hour training events hosted by an Agency is permissible.

## **B. Registration Fees**

Registration fees for non-County government conferences, meetings, seminars, training sessions, professional development, continuing education related to professional licensing requirements or similar events may be reimbursed. Reimbursements may include the cost of any food included in the registration fee. Every effort should be made to take advantage of early registration or group rate discounts. Employees and Officials must execute their registration in accordance with Section IV. below.



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**C. Professional Licensing Fees and Certifications**

Licensing, registration or certification fees that are related to and required by federal, state or local statutes and ordinances that are required as a condition of being hired and holding an employee’s position may be reimbursed. Employees and Officials must execute reimbursements for such requests in accordance with Section IV. below.

**D. Travel Expenses**

In order for an Employee or Official to be eligible for reimbursement for travel expenses, all travel for official County business should be prudently planned so that the County’s best interests are served at the most reasonable cost considering travel time and work requirements. Employees and Officials should make best efforts to execute their Local and Non-local travel requirements at the lowest reasonable costs to the County by purchasing ticket(s) in advance, searching for lowest prices, requesting the government rate where available or utilizing a travel agent, etc.

- I. Types of Travel that are Eligible for Reimbursement. The County recognizes the following activities as appropriate travel purposes for official County business:*
  - (a) Delivery of legislative testimony or address legislative agenda;
  - (b) As a stipulation or condition of grant funding or otherwise required for County or federal certification;
  - (c) Presentation on behalf of the County at a conference, meeting, seminar, training session, or similar;
  - (d) Financial or tax audit;
  - (e) Site visit or operational evaluation related to Agency improvement efforts;
  - (f) Court proceeding or case preparation, where the Employee is appearing on behalf of the County or the Employee needs to engage in witness preparation, investigation or take depositions.



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- (g) Law enforcement, building and zoning, revenue, ethics, environmental, medical examiner or other investigation approved by the Appropriate Authorizing Party; and
  - (h) Attendance at a conference, meeting, seminar, training session, or similar, provided that the topic is of critical interest to the County; representation at the event is in the best interest of the County; and the topic is related to an Employee’s or Official’s professional development. Agencies should attempt to limit the number of attendees by event.
2. Modes of Local Travel. Authorized modes of transportation for Local Travel include: (1) public transportation; (2) County vehicles; (3) taxi, ride sharing; and (4) Personally owned or Leased vehicles (approved by the Appropriate Authorizing Party).
  3. Modes of Non-local Travel. Authorized modes of transportation for Non-local travel include County vehicles, Personally owned or Leased vehicles if approved by the Appropriate Authorizing Party, Rental Car, and Common Carriers.
  4. General rule for travel. Travel expenses are eligible for reimbursement provided that the least expensive mode of transportation is used, considering travel time, cost, and work requirements unless otherwise approved by the Appropriate Authorizing Party. Please note that employees who receive a stipend are not eligible for mileage reimbursement.
  5. Eligible Local Transportation Reimbursable Expenses: Local travel that is performed for official County business may be permissible if authorized by the Appropriate Approving Party.
    - (a) *Travel by County vehicle*. When the Employee or Official uses a County vehicle, only fuel, parking, and toll expenses are eligible for reimbursement.
    - (b) *Travel by taxi or ride share*. When the Employee or Official uses a taxi or ride sharing company, the total metered fare (including surcharges and fees) is eligible for reimbursement. Tipping on taxis or ride sharing may not exceed \$2.00, or 20% of the metered fare, whichever amount is greater.



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- (c) *Travel by Personal vehicle.* When the Employee or Official uses a Personal vehicle per the approval of the Appropriate Authorizing Party, only mileage, parking, and toll expenses are eligible for reimbursement. Mileage reimbursement for County business is limited to the current standard IRS deduction rate for business related transportation currently in effect and authorized by the Bureau of Finance. The mileage must be supported by detailed mileage logs including date(s) of travel, number of miles driven, locations traveled to and from, and business purpose. All mileage requested to be reimbursed may be calculated using the County’s Transportation Expense Voucher System (TEVS) to prepare a mileage reimbursement voucher which can be found at (<https://apps.cookcountyil.gov/voucher/public/>). The voucher or other proof of calculated mileage (i.e. Google Maps) shall be submitted along with the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party.
  - i. Normal commute is not eligible for mileage reimbursement. However, if the mileage to an Alternative Worksite is greater than the normal commute to and from the Official Worksite, then the Employee or Official is entitled to reimbursement for mileage in excess, of their normal commute.
  - ii. On approved Telecommuting days, consistent with the Policy, an employee may be reimbursed for the distance traveled from their home to the Alternative Worksite, but must deduct their normal commute from the total mileage. For example, an employee’s normal commute is 15 miles. Should the employee be required to report to a site on a telecommuting day, any distance above the employees’ normal commutable distance (e.g., 15 miles) can be reimbursed for the initial commute from their home to work location, or for their commute home from their final work location. Should travel be required between multiple locations during the day, the entire amount between the first location (away from home) and final work location (away from home) can be reimbursed.
  - iii. The IRS per-mile rate is generally established annually (but may be subject to a mid-year increase) and covers the total cost of operating a personally owned vehicle for Local Travel, including such items as gasoline, oil, maintenance, repairs, etc.



**COOK COUNTY BUREAU OF FINANCE**

**POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY**

**Applicable Forms may be found at:**

<https://www.cookcountyil.gov/service/travel-and-business-expenses-policy-and-procedures>

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- iv. The Employee or Official must carry liability and property damage insurance for business use of their Personal or Personally leased vehicle and submit a copy of these insurance policies to the appropriate personnel within their department. The Employee or Official’s personal insurance is primary in the event of an accident.
  
- 6. Eligible Non-Local Transportation Reimbursable Expenses: Non-Local Travel that is performed for official County business may be permissible if authorized by the Appropriate Approving Party.
  - (a) *Travel by Personal vehicle*. When the Employee or Official uses a Personal vehicle per the approval of the Appropriate Authorizing Party, only mileage, parking, and toll expenses are eligible for reimbursement. Mileage reimbursement for County business is limited to the current standard IRS deduction rate for business related transportation currently in effect and authorized by the Bureau of Finance. The mileage must be supported by detailed mileage logs including date(s) of travel, number of miles driven, locations traveled to and from, and business purpose. Mileage requested for reimbursement may be calculated using the mileage calculator in the [Transportation Expense Voucher System \(TEVS\)](#) or some other method, this documentation shall be submitted along with the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party.
    - i. The IRS per-mile rate is generally established annually (but may be subject to a mid-year increase) and covers the total cost of operating a personally owned vehicle for Non-local Travel, including such items as gasoline, oil, maintenance, repairs, etc.
    - ii. The mileage reimbursement per trip may not exceed the cost of the lowest available non-stop, roundtrip airfare to/from the destination.
    - iii. The Employee or Official must carry liability and property damage insurance for business use of their Personal or Personally leased vehicle.
  - (b) *Travel by Rental Car*. Travel by Rental Car is limited to non-local travel requiring an overnight stay and must be supported by an itemized receipt



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which lists the date, time, location of the rental, rental rate, and vehicle class. The choice of vehicle class must be reasonable based on the circumstances. When the Employee or Official uses a rental car, only daily rental rates, taxes, surcharges, car rental insurance, fuel, parking, and toll expenses are eligible for reimbursement.

- (c) *Travel by Common Carrier.* Travel by common carrier is limited to non-local travel requiring an overnight stay and must be supported by itemized receipts which list the traveler’s name, the date, time, point of origin and destination, fare class purchased, and any other related costs for each leg of the trip. When the Employee or Official uses a common carrier, only the fare, taxes, surcharges, and any standard baggage fees are eligible for reimbursement. The fare reimbursement will be based on the most economical fare available that meets the requirements of the Employee’s or Official’s agenda.
- (d) *International travel.* All international travel is subject to pre-authorization by the Appropriate Authorizing Party and Budget Director. Employee’s and Official’s shall convert all foreign expenses to U.S. currency at the exchange rate applicable when the expense was paid and reflect the expenses incurred in U.S. dollars on the Business and/or Travel Expense Reimbursement Form. Official documentation of the exchange rate(s) applied to the expenses incurred, published at <https://www1.oanda.com/currency/converter/> must accompany all receipts.
- (e) *Meal and incidental expense reimbursement.* Meal and incidental expense reimbursements are limited to non-local travel requiring an overnight stay. All expenses must be supported by itemized receipts which list the date, time, location of the purchase, and detail every individual item included on the bill. Examples of reimbursable incidental expenses may include necessary internet connection fees or cellular phone charges related to official business. Employee’s and Official’s will receive the lesser of the actual costs or the current federal travel allowance for meals and incidental expenses, including taxes and gratuity published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.



# COOK COUNTY BUREAU OF FINANCE

**POLICY TITLE: EMPLOYEE AND OFFICIAL BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT POLICY**

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Gratuity for meals is capped at 20% of cost of the meal. Gratuity for baggage handling is reimbursable so long as the cost is reasonable and does not exceed \$5.00 per handling. Reimbursement for meals and incidental expenses shall be limited to the expenses incurred during the time spent traveling for County business; 75% of the expenses submitted for reimbursement on the first and last days of travel, and 100% of the expenses on the other days. If an employee assumes the charge for another employee, the portion of the charge should be identified and noted to be deducted from the other employees' request(s) for reimbursement. In addition, the expense should not exceed the allowable limits established for each employee. The employee assuming the expense should clearly note on their receipt who the other employee(s) were for which the expense was assumed.

- (f) *Lodging reimbursement.* Lodging reimbursement is limited to Non-local travel requiring an overnight stay and must be supported by itemized receipts which list the traveler's name, the date, time, location of the lodging, and detail every individual item included in the bill. Travelers are to use the preferred hotel offered by the conference unless there is justification approved by the Appropriate Authorizing Party on the Reimbursement Form. Travelers will receive the lesser of the actual costs or the current federal travel allowance for lodging published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates> unless the increased rate is approved by the Appropriate Authorizing Party.
- (g) *Reimbursement for taxi or ride share.* When the Employee or Official uses a taxi or ride sharing company, the total metered fare (including surcharges, fees and taxes) is eligible for reimbursement. Tipping on taxis or ride sharing may not exceed \$2.00, or 20% of the ride - whichever amount is greater.

**E. Business needs that cannot be obtained using the methods provided in the Cook County Procurement Code.** On occasion, necessary business needs are unable to be met using the methods provided in the Cook County Procurement Code. The Official or Employee incurring these expenses must demonstrate it is a Necessary Business Expense with a clear and legitimate



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business purpose. For technology-related necessary business expenses, the Official and Employee incurring the expense must also demonstrate compliance with the Bureau of Technology’s Concurrence Process or other similarly applicable policy.

- F. **Miscellaneous.** Any other Necessary Business Expense or loss incurred within the Official’s or Employee’s scope of employment or related to telecommuting and directly related to services performed for the employer as permitted under Illinois Wage Payment and Collection Act, 820 ILCS 115 et. seq.

**IV. PROCESS FOR REQUESTING PRE-AUTHORIZATION FOR ELIGIBLE NECESSARY BUSINESS EXPENSES AND SEEKING REIMBURSEMENT**

- A. **General:** Being reimbursed for a Necessary Business Expense reimbursement is contingent on compliance with the provisions of this policy; obtaining the appropriate pre-authorization; and completion and timely submission of the appropriate forms with supporting documentation, including but not limited to original receipts. Receipts must be legible; electronic copies including clear photographs of receipts will be accepted as originals. Where supporting documentation does not exist or is missing or lost, the Employee or Official shall submit the Affidavit for Lost Receipts form regarding any such receipts.
- B. **Pre-Authorization to Incur a Necessary Business Expense:** Employees and Officials are required to obtain pre-approval before incurring any Necessary Business Expense above \$300.00 by submitting the Pre-Authorization Form to the Appropriate Authorizing Party, and in the case of international travel, the Pre-Authorization Form must also be submitted to the Budget Director. Employees and Officials shall request authorization to incur a Necessary Business Expense of \$300.00 or more using the Pre-Authorization Form at least thirty (30) calendar days in advance of having to incur the expenditure or loss so the Appropriate Authorizing Party has an opportunity to assess and potentially approve the request in accordance with this policy. If the pre-authorization or the thirty (30) day period is not practicable, the Requester must provide a justification on the Pre-Authorization Form and/or Reimbursement Form for deviating from the 30 day requirement.

**1. Eligible Necessary Business Expenses other than travel.**

The Pre-Authorization Form must be completed by the Requester and sent to the Appropriate Approving Party supported by:



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- i. The details of the expense(s) to be incurred, including the amount and when and where the purchase or expense will be made;
- ii. The reason and purpose of the purchase or expense; and
- iii. Why the item is not being purchased using the methods provided in the Cook County Procurement Code.

2. Travel Expenses.

- (a) No Pre-Authorization Form is required for Local Travel.
- (b) To request non-local travel authorization, the Pre-Authorization Form must be completed by the Requester and sent to the Appropriate Approving Party supported by an agenda and estimate of travel costs. The Documentation regarding anticipated meal and lodging costs shall be included along with the current federal travel allowance for lodging and per diem meal rates published by the General Services Administration at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
- (c) For regularly re-occurring Local or Non-local travel that would be considered a Necessary Business Expense, the Appropriate Approving Party has the discretion to establish a process to pre-approve such travel.



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C. **Appropriate Authorizing Party.** To authorize incurring Necessary Business Expenses, the Pre-Authorization Form must be reviewed and approved by the Appropriate Authorizing Party. By signing the Pre-Authorization Form, the Appropriate Authorizing Party certifies:

1. The expenditure is a Necessary Business Expense as provided by this policy, including the appropriateness of the expenditure and the reasonableness of the amount;
2. The Requester has submitted a completed and accurate Pre-Authorization Form with required supporting documentation; and
3. Appropriate Funding is available to pay for the expense.

In addition, if the Appropriate Authorizing Party determines that the requested expenditure is not necessary or should be requested through the Procurement Code process, then the Employee or Official shall not incur the expense on the County’s behalf and will not be entitled to reimbursement under this policy.

D. **Submission of Reimbursement Requests, Review and Approval.**

1. All requests seeking reimbursement, with the appropriate supporting documentation and Business and/or Travel Expense Reimbursement Form, must be submitted to the Appropriate Authorizing Party within 60 calendar days of the later of (1) incurring the expense or (2) the business purpose, travel, or event has occurred. By signing the Business and/or Travel Expense Reimbursement Form, the Requester attests to its truthfulness and assumes personal responsibility for its accuracy.
2. Submission of the Business and/or Travel Expense Reimbursement Form to the Appropriate Authorizing Party shall also include:
  - (a) Copies of itemized receipts for all expenses for meals and incidentals for non-local travels); and



# COOK COUNTY BUREAU OF FINANCE

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(b) If a receipt is lost or does not exist, the Requester needs to complete the Affidavit for Lost Receipts Form to attest to the incurring of such expense and why no documentation is being submitted to support the particular expense reimbursement request.

3. Within 21 calendar days of receipt of the Business and/or Travel Expense Reimbursement request, the approved request by the Appropriate Authorizing Party and the supporting documentation shall be sent by the Appropriate Authorizing Party to the department’s assigned Budget Analyst in Budget. By approving the reimbursement request and forwarding to the Budget Analyst, the Appropriate Authorizing Party certifies the appropriateness of the expenditure and the reasonableness of the amount; the availability of Appropriated Funds; compliance with applicable reimbursement policies; and completeness of supporting documentation.
4. Review of all requests for reimbursement shall be timely made by Budget. Upon review, Budget will approve the request, return the request to the Appropriate Approving Party for correction or supplementation (i.e., credit card statement and Affidavit for Lost Receipts Form, in the event of lost receipts), or deny the request as not being in compliance with this Policy. If approved, Budget will submit the reimbursement request to the Comptroller’s Office for payment. Failure to timely correct or supplement a request for reimbursement as required by Budget shall result in denial of reimbursement.
5. Timing and method of reimbursement payment. Employees or Officials will receive authorized reimbursements as part of their next regular paycheck during the pay period following the expense having been incurred, and the reimbursement request being processed, provided compliance with this Policy and the procedures established herein. Advanced payments to the requestor are strictly prohibited under this policy.

## E. Resources

General information concerning this Policy may be obtained by contacting the Chief Financial Officer (or designee).



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**F. Related Policies**

- The Cook County Procurement Code
- The County’s Vehicle Collision Policy
- The County’s Fuel Use Policy
- The County’s AVL GPS Policy
- The County’s Vehicle Policy
- Applicable Agency Reasonable Accommodation Policy for Employees and Applicants with Disabilities
- Applicable Agency Telecommuting Policy
- Applicable Agency Tuition Reimbursement Policy
- The County’s Ethics Ordinance

**G. Non-Compliance**

Failure to comply with the provisions of this policy may result in denial of reimbursement and/or subject an Employee or Official to discipline, up to and including discharge, in accordance with the personnel rules and/or collective bargaining agreement, if applicable, and ethics fines or penalties.

**EXHIBIT 6**

**Board Authorization**



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details (With Text)

**File #:** 24-4076      **Version:** 1      **Name:** Realauction.com LLC, Plantation, Florida  
**Type:** Contract      **Status:** Approved  
**File created:** 7/3/2024      **In control:** Board of Commissioners  
**On agenda:** 7/25/2024      **Final action:** 7/25/2024  
**Title:** PROPOSED CONTRACT

Department(s): Cook County Treasurer

Vendor: Realauction.com LLC, Plantation, Florida

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

Good(s) or Service(s): Online Auction Services for Delinquent Property Tax Liens

Contract Value: \$840,000.00

Contract period: 8/1/2024 - 7/31/2027 with two (2) one-year renewal options

Potential Fiscal Year Budget Impact: FY 2024 \$93,333.33, FY 2025 \$280,000.00, FY 2026 \$280,000.00, FY 2027 \$186,666.67

Accounts: 11854.1060.10155.520830

Contract Number(s): 2410-01091

Concurrences:

The Contract Specific goal set on this contract is Zero.

The Chief Procurement Officer concurs.

Summary: Cook County Treasurer's Office ("CCTO") seeks authority for the Chief Procurement Officer to enter into a contract with Realauction.com, LLC. CCTO is required to hold annual auction(s) of delinquent tax liens. Realauction.com will design, build, and maintain an on-line auction service for delinquent tax liens in accordance with Illinois law, Cook County statutory directives, and County rules and procedures.

This contract was awarded through Request for Proposals (RFP) procedures in accordance with the Cook County Procurement Code. Realauction.com was selected based on established evaluation criteria.

**Sponsors:**

**Indexes:** MARIA PAPPAS, Cook County Treasurer

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
7/25/2024	1	Board of Commissioners		

**PROPOSED CONTRACT**

**Department(s):** Cook County Treasurer

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This contract was awarded through Request for Proposals (RFP) procedures in accordance with the Cook County Procurement Code. Realauction.com was selected based on established evaluation criteria.

**EXHIBIT 7**

**Identification of Subcontractors/Supplier/Subconsultant Form**

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

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

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

Bid/RFP/RFQ No.: <b>2410-01091</b>	Date: <b>04/24/24</b>
Total Bid or Proposal Amount: <b>\$20 per certificate sold</b>	Contract Title: <b>Online Auction Services for Delinquent Property Tax Liens</b>
Contractor: <b>Realauction.com LLC</b>	Subcontractor/Supplier/Subconsultant to be added or substitute: <b>None</b>
Authorized Contact for Contractor: <b>Lloyd McClendon</b>	Authorized Contact for Subcontractor/Supplier/ Subconsultant: <b>None</b>
Email Address (Contractor): <b>Lmccclendon@realauction.com</b>	Email Address (Subcontractor): <b>None</b>
Company Address (Contractor): <b>861 SW 78 Ave #102</b>	Company Address (Subcontractor): <b>None</b>
City, State and Zip (Contractor): <b>Plantation Fl. 33324</b>	City, State and Zip (Subcontractor): <b>None</b>
Telephone and Fax (Contractor): <b>(954) 734-7400 x206 Fax (954) 242-7601</b>	Telephone and Fax (Subcontractor): <b>None</b>
Estimated Start and Completion Dates (Contractor): <b>04/24/24</b>	Estimated Start and Completion Dates (Subcontractor): <b>None</b>

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>

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

**Realauction.com LLC**

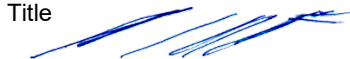
Contractor

**Lloyd E. McClendon**

Name

**C.E.O.**

Title



Prime Contractor Signature

**04/24/24**

Date

Contract No. 2410-01091  
Online Auction Services for Delinquent Property Tax Liens

**EXHIBIT 8**

**Economic Disclosure Statement**

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

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document (“EDS”) is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby* or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

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

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

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

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

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

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

**SECTION 2****CERTIFICATIONS**

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

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

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

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

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

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

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

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

**C. DRUG FREE WORKPLACE ACT**

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
<u>None</u>	
_____	
_____	
_____	

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

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

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

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

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

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

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

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

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

**PERMANENT INDEX NUMBER(S):** None

**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

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

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

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

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Realauction.com LLC

D/B/A: \_\_\_\_\_ FEIN # Only: 20-1751433

Street Address: 861 SW 78 Ave #102

City: Plantation State: FL Zip Code: 33324

Phone No.: (954) 734-7400 X206 Fax Number: (954) 424-7601 Email: LMcclendon@realauction.com

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

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

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

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

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
Lloyd McClendon	3560 Birch Terr Davie Fl 33330	15
March Thomashaw	12257 NW 69 <sup>th</sup> Court Parkland Fl 33076	15
AKAZ Family Trust (Theodore (Ted) Klein)	8030 Peters Rd Ste D-104 Plantation Fl 33324	70

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

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

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Lloyd McClendon	3560 Birch Terr Davie Fl 33330		
March Thomashaw	12257 NW 69 <sup>th</sup> Court Parkland Fl 33076		

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

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

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

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

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

[Signature]  
Signature

Lmclendon@realauction.com  
E-mail address

Subscribed to and sworn before me  
this 24 day of April, 2024.

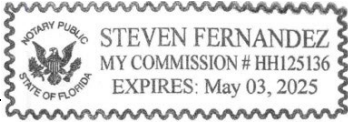
X [Signature]  
Notary Public Signature

C.E.O.  
Title

04/24/2024  
Date

(954) 734-7400 x206  
Phone Number

My commission expires:



Notary Seal

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Akaz Family Trust

D/B/A: \_\_\_\_\_ FEIN # Only: 83-6834343

Street Address: 8030 Peters Road, Suite D-104

City: Plantation State: FL Zip Code: 33324

Phone No.: 954-370-2533 Fax Number: 354-370-2566 Email: Ted@tedlaws.com

Cook County Business Registration Number: N/A  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): n/a

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) Irrevocable Trust

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
Ana Karina Adum Ziade	18305 Biscayne Blvd #400 Aventura FL 33160	100%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

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

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office

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

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

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

**Ted Klein**

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

Signature

**Ted@Tedlaws.com**

E-mail address

**Trustee**

Title

**07/09/2024**

Date

**954-370-2533**

Phone Number

Subscribed to and sworn before me  
this 09 day of July, 2024

X Steven Fernandez  
Notary Public Signature

My commission expires:



Notary Seal



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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
its officers,
its employees or independent contractors responsible for the general administration of the entity,
its agents authorized to execute documents on behalf of the entity, and
its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

'Familial relationship' means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- Parent
Child
Brother
Sister
Aunt
Uncle
Niece
Nephew

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

- Stepfather
Stepmother
Stepson
Stepdaughter
Stepbrother
Stepsister
Half-brother
Half-sister

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

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

Name of Person Doing Business with the County: Lloyd McClendon

Address of Person Doing Business with the County: 861 SW 78 Ave #102 Plantation, Fl. 33324

Phone number of Person Doing Business with the County: (954) 734-7400 x206

Email address of Person Doing Business with the County: Lmcclendon@realauction.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:  
Lloyd McClendon, Managing Member

861 SW 78 Ave #102 Plantation Fl 33324 (954) 734-7400

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

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

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

Contract#: 2410-01091  
The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 840,000.000

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

Anna Epps, Sr. Contract Negotiator, OCPO, anna.epps@cookcountyil.gov

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

Kevin McGowan, CCT, kmcgowan@cookcountytreasurer.com

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

*Check the box that applies and provide related information where needed*

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

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

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

The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NONE			

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

The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity’s board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NONE			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

  
 \_\_\_\_\_  
 Signature of Recipient

04/24/24  
 \_\_\_\_\_  
 Date

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

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

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

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

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

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

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

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

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

**I. Contract Information:**

Contract Number: 2410-01091

County Using Agency (requesting Procurement): Cook County Treasurer

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

Person (Corporate Entity Name): Realackaution.com LLC

Substantial Owner Complete Name: Akaz Family Trust

FEIN# 20-1751433

Date of Birth: [REDACTED]

E-mail address: Lmccleendon@realauction.com

Street Address: 3560 Birch Terrace

City: Davie

State: Fl

Zip: 33330

Home Phone: ( ) [REDACTED]

**III. Compliance with Wage Laws:**

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

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

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

**IV. Request for Waiver or Reduction**


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

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or **NO**
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or **NO**
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or **NO**
- No Other factors that the Person or Substantial Owner believe are relevant. YES or **NO**

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

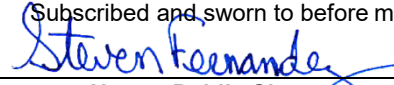
**V. Affirmation**

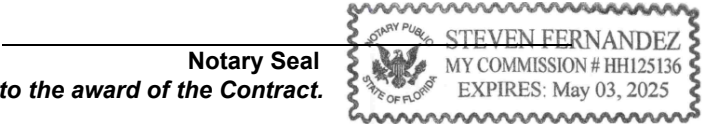
The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature:  Date: 04/24/24

Name of Person signing (Print): Lloyd McClendon Title: C.E.O.

Subscribed and sworn to before me this 24<sup>th</sup> day of April, 2024

X   
Notary Public Signature



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

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

_____ Corporation's Name	_____ President's Printed Name and Signature
_____ Telephone	_____ Email
_____ Secretary Signature	_____ Date

Execution by LLC

_____ Realauction.com LLC LLC Name	_____ Lloyd E. McClendon  *Member/Manager Printed Name and Signature
_____ 04/24/24 Date	_____ (954) 734-7400 x206 Telephone and Email

Execution by Partnership/Joint Venture

_____ Partnership/Joint Venture Name	_____ *Partner/Joint Venturer Printed Name and Signature
_____ Date	_____ Telephone and Email

Execution by Sole Proprietorship

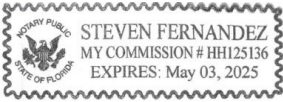
_____ Printed Name Signature	_____ Assumed Name (if applicable)
_____ Date	_____ Telephone and Email

Subscribed and sworn to before me this

24th day of April, 2024.

Steven Fernandez  
Notary Public Signature

My commission expires:



\_\_\_\_\_  
Notary Seal

\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

**SECTION 6  
COOK COUNTY SIGNATURE PAGE**

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

**Raffi  
Sarraffian**

Digitally signed by Raffi Sarraffian  
Date: 2024.08.23 09:54:54 -05'00'

\_\_\_\_\_  
Cook County Chief Procurement Officer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
N/A

\_\_\_\_\_  
Assistant State's Attorney  
(Required on contracts over \$1,000,000)

\_\_\_\_\_  
Date

**CONTRACT TERM & AMOUNT**

2410-01091

\_\_\_\_\_  
Contract #

8/1/2024 - 7/31/2027

Two (2) - One-Year Renewals

\_\_\_\_\_  
Original Contract Term

\_\_\_\_\_  
Renewal Options (If Applicable)

\$840,000.00

\_\_\_\_\_  
Contract Amount

July 25, 2024

\_\_\_\_\_  
Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS  
JUL 25 2024  
COM \_\_\_\_\_**