



Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

**City of Chicago Contract for
Professional Services Contract
Specification No: 121573**

**Target Market Master Task Order Contract
Information Technology and Related
Services for Various Scope Categories**

**PUBLIC BUILDING COMMISSION OF CHICAGO
AND
CATALYST CONSULTING GROUP, Inc.
FOR
INFORMATION TECHNOLOGY SERVICES - PS3004**

Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

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**Mayor Rahm Emanuel
Chairman**

Carina Sanchez
Executive Director

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
Execution Page	4
Terms and Conditions.....	5
Exhibit A – Legal Actions	17
Exhibit B – Disclosure Affidavit	19
Exhibit C – Disclosure of Retained Parties	27
Exhibit D – City of Chicago Contract Summary Sheet.....	30
Exhibit 1 – Scope of Services	32
Exhibit 2– Key Personnel.....	47
Exhibit 3 – Compensation - Time and Material Only.....	49
Exhibit 4 – Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises for Professional Services	55
Exhibit 5 – City of Chicago Certification and Chicago Business License	74
Exhibit 6 – Insurance	76
Exhibit 7 – Contractual Requirements Related to HIPAA	82
Exhibit 8 – Data Protection Requirements for Contractor, Vendors, and Third Parties.....	85

INFORMATION TECHNOLOGY SERVICES - PS3004

THIS AGREEMENT effective as of February 13, 2018, but actually executed on the date witnessed, is entered into by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "Commission"), and Catalyst Consulting Group, Inc. with offices at 211 West Wacker Drive, Chicago, IL 60606 the("Consultant").

RECITALS

WHEREAS, the Public Building Commission ("PBC" or Commission) required technology consulting services;

WHEREAS, Consultant entered into a Target Market IT Master Consulting Agreement with the City of Chicago ("City"), Categories:1) Application Development 3) Database Support 6) IT Infrastructure Design and Development and 7) IT Management Consulting, hereinafter referred as "City of Chicago Contract # 32638" and attached hereto;

WHEREAS, the City of Chicago Contract # 32638 was entered into on August 6, 2015 with an expiration date of July 31, 2021 and a maximum compensation of \$6,000,000;

WHEREAS, the Consultant has agreed to perform certain IT and related services required by the Commission pursuant to City of Chicago Contract # 32668 as modified by this Agreement and that the maximum compensation designated in this Agreement is \$250,000;

WHEREAS, the Commission may, but is not obligated to, issue Task Order Requests within the scope of this Agreement. If the Commission does so, and the Consultant submits Proposal that is accepted by the Commission, the rendering of Services will be in accordance with this Agreement. The Commission is not obligated to issue any Task Order Requests nor to issue any Task Orders under this Agreement.

NOW THEREFORE, the Commission and Consultant agree as follows:

1. The foregoing Recitals are hereby incorporated herein by reference.
2. Consultant hereby accepts the obligations and responsibilities, and agrees to perform the duties of the City of Chicago Contract # 32668 as modified by the Terms and Conditions, Schedules and Exhibits attached to this Agreement and incorporated herein by reference. .
3. This Agreement is governed by the laws of the State of Illinois and all parties consent to the jurisdiction of such courts.
4. It is the intention of the parties that in the event a court of competent jurisdiction finds that any provision or portion of this Assignment is unenforceable for any reason, the balance and remainder of this Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing
5. This Agreement supersedes all prior agreements and discussions of the parties hereto regarding City of Chicago Contract # 32638 as described herein.

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EXECUTION PAGE
INFORMATION TECHNOLOGY SERVICES - PS3004


This Agreement is executed by the Parties stated below and made effective by such execution pursuant to its terms.

PUBLIC BUILDING COMMISSION OF CHICAGO

By:  7/5/18
Rahm Emanuel Date
Chairman

By:  6/29/18
Lori Ann Lypson Date
Secretary


CATALYST CONSULTING GROUP, INC.

By: 
Print Name: TIMOTHY E. SMITH
Title: MANAGING PRINCIPAL + COO

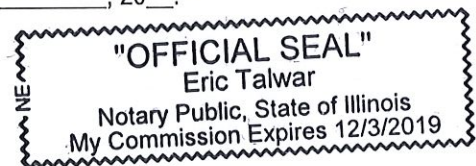
County of COOK
State of Illinois

AFFIX CORPORATE
SEAL, IF ANY, HERE

Subscribed and sworn before me by Timothy Smith
as Managing Principal and COO of Catalyst Consulting Group, Inc. this 28th day of June, 2018.


Notary Public

My Commission Expires 12/3/19.



Approved as to Form and Legality:

By:  June 29, 2018
Neal & Leroy, LLC Date

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TERMS AND CONDITIONS

Article I. INCORPORATION OF RECITALS

Section 1.01 The matters recited above, the "Background Information," are incorporated in and made a part of the Agreement.

Article II. DEFINITIONS AND USAGE

Section 2.01 Definitions. The following phrases have the following meanings for purposes of the Agreement:

- (a) *Additional Services.* Additional services to be provided by the Consultant for the Project pursuant to the provisions of this agreement.
- (b) *Agreement.* This Agreement for Services, between the Commission and the Consultant, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, or revisions made in accordance with its terms.
- (c) *Consultant.* The company or other entity identified in the Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.
- (d) *Authorized Commission Representative(s).* One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Project. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission.
- (e) *Commission.* The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, including the Commission's Authorized Representative, as designated by the Executive Director in writing.
- (f) *Day.* Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- (g) *Deliverables.* The documents, in any format (electronic or hard copy) requested by the Commission, including technical specifications, designs, drawings, plans, reports, forms, recommendations, analyses, and interpretations, the Consultant is required, under this Agreement, to provide to the Commission.
- (h) *Executive Director.* The person employed by the Commission as its Executive Director or designee.
- (i) *Key Personnel.* Those job titles and individuals identified herein.
- (j) *On-line Collaboration and Document Management.* ("OCDM" or "the System") refers to the PBC's designated On-line Collaboration and Document Management system. It shall be used by the Contractor to track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative.
- (k) *Project.* Various Projects to be undertaken by the Commission on behalf of User Agency.
- (l) *Services.* Collectively, the duties, responsibilities and tasks that are necessary to allow the Consultant to provide the Scope of Services required by the Commission under this Agreement.
- (m) *Subconsultant or Subcontractor.* Any person or entity hired or engaged by the Consultant to provide any part of the Services required under the terms of this Agreement.
- (n) *Task Order.* A document issued by the Commission to the Consultant pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Consultant, together with any applicable exhibits or schedules, a timetable for any Deliverables and the applicable fees.

- (o) *User Agency.* The governmental agency or agencies identified in the Background Information that requested the Commission to undertake the construction and/or improvement of the Project.

Section 2.02 Usage and Conventions

- (a) *Captions and Headings.* The captions and headings of the various sections of the Agreement are used solely for reference purposes and do not construe, nor will they be deemed or used to construe, interpret, limit, or extend the meaning or scope of any work, clause, paragraph, or provision of the Agreement.
- (b) The term "include," in all its forms, means "include, without limitation" unless stated otherwise.
- (c) Terms of one gender imply the other gender(s) unless the context clearly indicates otherwise. Use of the singular includes the plural and vice versa.

Article III. INCORPORATION OF DOCUMENTS

The following documents are incorporated in and made a part of the Agreement. By executing the Agreement, the Consultant acknowledges that Consultant is familiar with the contents of each of such documents and will comply fully with all applicable portions of them in performing the Services.

Section 3.01 Policies Concerning MBE and WBE. The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

Section 3.02 All Exhibits and Schedules attached hereto at the time of execution are a part of and fully incorporated into this Agreement.

Article IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

Section 4.01 Engagement. The Commission engages the Consultant, and the Consultant accepts the engagement, to provide the Services described in this Agreement, as those Services may be amended by an Amendment to the Agreement as provided below in Section 4.13.

Section 4.02 Key Personnel. The Consultant must not reassign or replace Key Personnel without the written consent of the Commission. The Commission may at any time in writing notify Consultant that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in the Agreement. Upon that notice Consultant must immediately suspend the Key Person or Key Persons from performing Services under this Agreement and must replace him or them with a person or persons with comparable professional credentials and experience. Such replacements are subject to approval by the Commission.

Section 4.03 Adequate Staffing. The Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of the Agreement an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed and qualified to perform the Services. The Consultant must include among its staff the Key Personnel and positions as identified in the Agreement. The level of staffing may be revised from time to time by notice in writing from Consultant to the Commission and with prior written consent of the Commission.

Section 4.04 Nondiscrimination. In performing under this Agreement the Consultant will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice. The Consultant certifies that he/she is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act, 410 ILCS 25/1 et seq; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended. The Consultant will further furnish such

reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.

Section 4.05 Employment Procedures; Preferences and Compliance. Salaries of employees of the Consultant, performing work under this Agreement, will be paid unconditionally, and not less often than once a month, without deduction or rebate on any account except such payroll deductions as are mandatory or permitted by applicable law or regulations. The Consultant certifies that he/she is familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act). The Consultant will also comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, any direct or indirect "kick-back" is made, as defined in any of the above mentioned laws and regulations, the Commission may withhold from the Consultant, out of payments due to the Consultant, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid under the law and this Agreement and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due, as determined by the Commission in its sole discretion.

Section 4.06 Compliance with Policies Concerning MBE and WBE. The Consultant will use every reasonable effort to utilize minority business enterprises and women business enterprises, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, and the Amended Resolution passed on June 12, 2012. See *Exhibit 4*.

Section 4.07 Records. The Consultant must maintain accurate and complete records of expenditures, costs and time incurred by the Consultant and by consultants engaged by the Consultant in connection with the Project and the Services. Such records will be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at the Consultant's offices upon reasonable notice during normal business hours. The Consultant must retain all such records for a period of not less than five calendar years after the termination of the Agreement. However, if there is a disagreement over fees, then five years or until a final resolution of the matter whichever occurs later.

Section 4.08 Compliance with Laws. In performing its engagement under the Agreement, the Consultant must comply with all applicable federal, state and local laws, rules, and regulations. The Consultant and its Subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission and the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010.

The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on April 5, 2013, which is available on the Commission's website at http://www.pbcchicago.com/pdf/RES_PBC_ecl_CodeofEthicsConsolApril%202013_20130405.pdf and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.

Section 4.09 Defects in Project. The Consultant must notify the Commission immediately if the Consultant obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services or significant problem in connection with the Project, including construction defects, cost overruns or scheduling delays.

Section 4.10 Performance Standard.

- (a) The Consultant represents that the Services performed under the Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. The Consultant further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Agreement.

- (b) The Consultant must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Consultant must maintain current copies of any such licenses and provide these copies upon request by the Commission. The Consultant remains responsible for the professional and technical accuracy of all Services furnished, whether by the Consultant or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.
- (c) The Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
- (d) If the Consultant fails to comply with the obligations under the standards of the Agreement, the Consultant must perform again at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve the Consultant of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant either under the Agreement, at law or equity.
- (e) Evaluations of the Commission's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Consultant represent the Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the Commission has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

Section 4.11 Amendments to this Agreement. The Commission may from time to time request changes to the terms and Services of the Agreement. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the Commission and Consultant, will be incorporated in a written amendment to the Agreement. The Commission will not be liable for any additional payment absent such written amendment.

Section 4.12 Limitations on Sub-Consultants and Subcontractors. Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

Section 4.13 Task Orders.

a. **Task Order Service Requests.** During the term of the Agreement, the Commission may issue one or more requests or solicitations for specific Services to be performed under the Agreement (a "Task Order Service Request" or "TOSR"). Each such Task Order Request will identify the Project, describe the specific Services to be performed, the desired completion date, and any other information or documents to be provided by the Consultant in responding to the Task Order Service Request.

b. **Task Order Proposals.** Consultant must submit to the Commission a written response to the Task Order Service Request by providing the information and documents requested (the "Task Order Proposal"). The Task Order Proposal will propose a schedule, budget, Deliverables, a list of technical personnel who will perform the Services and any other information or documents listed in the Task Order Service Request. The Task Order Proposal must be submitted within the time specified in the Task Order Service Request. Any costs associated with the preparation of such Task Order Proposal are not compensable under the Agreement and the Commission is not liable for any such costs.

c. **Review Process.** The Commission will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Consultant regarding the Task Order and specific Services to be performed and/or Deliverables to be provided. If the Commission and Consultant negotiate changes to the Task Order regarding the specific Services and/or Deliverables to be provided, Consultant must submit a revised Task Order Proposal (based upon such negotiations) to the Commission.

d. **Notice of Approval of Task Orders.** All Task Orders are subject to the written approval of the Commission and no Task Order will become binding upon the Commission until it is approved in writing by the Executive Director (or designee). Absent approval of a Task Order, as described below, the Commission will not be obligated to pay or have any liability to Consultant for any Services or Deliverables provided by Consultant pursuant

to such Task Order. An approved Task Order shall include, a signed approval on Commission letterhead, Consultant's proposal, approved Certificate of Insurance, and an approved MBE/WBE Compliance plan.

f. **No Obligation.** Consultant acknowledges and agrees that the Commission is under no obligation to issue any Task Orders, and that it is within the Commission's discretion whether to include Consultant in any solicitation for Task Order Proposals.

Section 4.14 The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the CW procedures and submit progress reports and other Deliverables through the CW System. The Consultant must attend courses and receive training on the CW System provided by or on behalf of the Commission. Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at CW System courses are not compensable by the Commission.

Article V. TERM

Section 5.01 Duration. The term of this Agreement shall continue through the Commission's final acceptance of Project deliverables. This Agreement will expire on July 31, 2021.

Section 5.02 Termination by the Commission. The Commission has the right, at any time, to terminate this Agreement in whole or in part, with or without cause, by written notice given to the Consultant at least 30 days before the effective date of termination.

So long as the Consultant is not in default under this Agreement at the time of termination, the Commission will pay the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination. The Commission may exercise any right of set off regarding Consultant's failure to properly perform Services from payments that are due to Consultant.

Section 5.03 Suspension by the Commission. The Commission also has the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant at least 5 days before the effective date of suspension. During the notice period the Consultant must wind down its Services. So long as the Consultant is not in default under this Agreement at the time of suspension, the Commission will pay the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.

- (a) During the period the Consultant's performance is suspended, the Consultant is not entitled to incur fees or bill the Commission, except for Consultant's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Consultant's invoices or claims). The Consultant may bill such time spent during a suspension only if the Consultant's participation is requested by the Commission and only for the time of one individual per meeting. Commission will pay for such time at the applicable hourly billing rate set forth in *Exhibit 2*. Participation in meetings at the request of the Commission is not considered to be resumption of the Consultant's Services.
- (b) If the Consultant is required to resume its Services under this Agreement, the Commission will notify Consultant in writing, giving Consultant a reasonable period not to exceed 10 days to remobilize itself. The Consultant may bill such time spent on remobilization. The Commission will pay for such remobilization as is reasonable and billed at the hourly rate for one Senior Project Manager or less at the hourly billing rate set forth in *Exhibit 2*. The number of days during which the suspension period lasted, including any remobilization time, will be added to the Completion Date of Services as determined in accordance herein, establishing a revised Completion Date of Services, and Consultant will re-commence its Services at the point they were suspended and may resume billing in accordance with the terms of the Agreement.

Section 5.04 Effect of Termination or Suspension. Termination or suspension of this Agreement in whole or in part does not relieve the Consultant from liability for its performance of any obligation under this Agreement that was performed or was to have been performed by the Consultant on or before the effective date of termination or suspension. In no event will the Commission be liable to the Consultant for any loss, cost or damage, including lost profits, which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided in it.

Section 5.05 Force Majeure. Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under the Agreement for the duration of the force majeure. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant under the Agreement, the Commission will pay to the Consultant, according to the terms of the Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension. The term "force majeure" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law.

Article VI. COMPENSATION OF CONSULTANT

Section 6.01 The Commission will compensate the Consultant for the Services in the amount and manner set forth as described in *Exhibit 2* and has modified by each duly executed Task Order.

Section 6.02 Maximum Compensation. Consultant's compensation under this Agreement shall be established by each duly authorized Task Order.

Section 6.03 Delays. The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder. Commission, in its sole discretion, may consider requests for financial compensation for delays.

Article VII. RIGHTS AND OBLIGATIONS OF COMMISSION

Section 7.01 General and Specific. In connection with the administration of the Project by the Commission and the performance of the Agreement by the Consultant, the Commission has the following rights and obligations, in addition to those provided elsewhere in the Agreement:

- (a) **Information.** The Commission will provide the Consultant all information reasonably required concerning the Commission's requirements for the Project and the Services.
- (b) **Review of Documents.** Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Consultant and render decisions pertaining to them with reasonable promptness.
- (c) **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services, the Commission may furnish, or may authorize the Consultant to obtain from a company or companies approved by the Commission as Reimbursable Expenses:
 - (i) A certified survey of the site or sites providing, as required, all grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, encroachments, boundaries and contours of the building site.

- (ii) A certified title.
 - (iii) Information concerning locations, dimensions and data pertaining to existing buildings and other improvements
 - (iv) Title information as to restrictions, easements, zoning and deed restrictions.
 - (v) Information concerning availability of both public and service and utility lines.
 - (vi) If the Consultant does procure these or any other site information services at the request of the Commission, the Consultant shall not be liable for the substantive accuracy or completeness of such services, nor shall the Consultant be vicariously liable for the procured services.
- (d) Tests and Reports. To the extent required for the Consultant to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, results of test borings and pits for determining soil and subsoil conditions and/or other tests and reports or may authorize the Consultant to procure such tests and reports from a consultant or consultants approved in writing by the Commission. The Commission will pay for such tests and reports, however, the Commission may direct the Consultant to procure such professional services as Reimbursable Expenses and submit invoices to the Commission for payment.

Section 7.02 Audits. The Commission has the right to abstract and audit the books of the Consultant and its subcontractors on all subjects relating to the Project and/or the Services.

Section 7.03 Legal, Auditing and other Services. The Commission will arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Project. Such payments will not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of the Consultant.

Section 7.04 Ownership of Documents. All designs, drawings, documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services will be the property of the Commission. Consultant shall provide the Commission with opportunity to review all such documents and shall provide copies to the Commission upon written request. The Consultant may reuse standard details and specifications on other projects.

- (a) The parties intend that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Consultant and its subcontractors pursuant to this Agreement (the "Work") will conclusively be 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., and that the Commission, the User Agency and their successors and assigns, will be the copyright owner of all aspects, elements and components of them in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," the Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, the User Agency and their 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 all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law.
- (b) The Consultant will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission, the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.
- (c) The Consultant represents to the Commission, the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date of this Agreement the Consultant is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Consultant has the legal right to fully assign any such copyright with respect to the Work; (4) the Consultant has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; and (5) the Consultant is not a party to any other agreement or subject to any other restrictions with respect to the Work.

- (d) In addition, the Consultant represents that the plans and designs for the Work will, upon completion of the Services be complete, entire and comprehensive in accordance with the typical practices and performance standard of this Agreement. The Consultant will provide the Commission the final plans and specifications for the project in an editable, electronic form. Further, the Consultant will not restrict or otherwise interfere with the Commission's and/or the User Agency's future actions in authorizing the use, adaptation, revision, or modification or destruction of the Work provided that the Consultant is indemnified by the Commission for any damages resulting from any such future re-use or adaptation of the Work.

Article VIII. INDEMNIFICATION

- a. Professional Indemnity. For claims alleging professional negligence, the Consultant must indemnify and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including reasonable fees and expenses of attorneys, court costs and expert's fees, that may arise out of the Consultant's negligent acts, errors and omissions and misconduct in the Consultant's performance under this agreement or the performance of any Subcontractor retained by the Consultant in connection with this agreement.
- b. General Indemnity. For all other claims, the Consultant must protect, indemnify, and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees, that may arise out of or be based on any injury to persons or property that is, or is claimed to be, the result of the Consultant's performance under this agreement or any Subcontractor retained by the Consultant in connection with this agreement.
- c. The indemnification obligations provided in this Article VIII will be effective to the maximum extent permitted by law. This indemnity extends to reasonable legal costs, including, without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the Indemnified Party(ies), including but not limited to reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Agreement. Further, the indemnity contained in this section will survive the expiration or termination of this Agreement. For claims subject to the general indemnity, the Consultant shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractor, agents or servants of the Consultant even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified Parties.

The Indemnified Party/Parties will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Consultant of its obligations hereunder.

To the extent permissible by law, the Consultant waives any limits to the amount of its obligations to indemnify or contribute to any sums due pursuant to Consultant's obligations. Notwithstanding the forgoing, nothing in this Article VIII obligates the Consultant to indemnify an Indemnified Party for the Indemnified Party's own negligence or willful misconduct. Defense costs shall be allocated on a comparable fault basis.

Section 8.01

Article IX. INSURANCE MAINTAINED BY THE CONSULTANT

The Consultant will purchase and maintain at all times during the performance of Services, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage which will insure the Commission, the User Agency and the Consultant against claims and liabilities which could arise out of the performance of such Services, including the insurance coverages set forth in *Exhibit 6* of this Agreement.

Article X. DEFAULT

Section 10.01 Events of Default. Each of the following occurrences constitutes an Event of Default by the Consultant under the Agreement:

- (a) Failure or refusal on the part of the Consultant to duly observe or perform any obligation or agreement on the part of the Consultant contained in the Agreement, which failure or refusal continues for a period of 10 days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such 10-day period) after the date on which written notice of it has been given to the Consultant by the Commission;
- (b) Any representation or warranty of the Consultant set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been false in any material respect when so made or furnished;
- (c) The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;
- (d) Any proceeding is commenced against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within 60 days following commencement of the proceeding, or appointment of, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.
- (e) The Consultant's material failure to perform any of its obligations under the Agreement, including any of the following:
 - (i) Failure due to a reason or circumstance within the Consultant's reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services according to this Agreement;
 - (ii) Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (iii) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory per the Terms of this Agreement;
 - (iv) Discontinuance of the Services for reasons within the Consultant's reasonable control; or
 - (v) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.
 - (vi) The Consultant shall have a ten day period to cure following written notice for the events of default listed here.
- (f) Any change in ownership or control of the Consultant (as defined in Article XIII) without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold.
- (g) The Consultant's default under any other agreement it presently may have or may enter into with the Commission, the User Agency, the City of Chicago, the Chicago Public Schools or the Chicago Park

District. Consultant acknowledges that in event of a default under any such Agreement the Commission may also declare a default under this Agreement.

Section 10.02 If an Event of Default occurs and continues, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and has, in particular, without limiting the generality of the foregoing, the right to terminate the Agreement upon written notice to the Consultant, in which event the Commission has no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination, subject to set off of any claims of the Commission against the Consultant for failure to properly perform its services. No courses of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right will operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies. The Commissioner's decision to terminate the Agreement is not subject to claim or dispute under Article XI.

Section 10.03 Remedies Not Exclusive. No right or remedy in the Agreement conferred upon or reserved to the Commission is exclusive of any right or remedy provided or permitted under this Agreement or by law or equity, but each is cumulative of every other right or remedy given in the Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

Article XI. CLAIMS AND DISPUTES

Section 11.01 General. All Claims arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including questions concerning allowability of compensation, and all claims for alleged breach of contract will first be presented to the Authorized Commission Representative. The Consultant will present all disputes which can not be resolved, by discussion with the Authorized Commission Representative, to the Executive Director for final determination, subject to Section 11.04 below.

Section 11.02 Claim Procedure. The Consultant will make all requests for determination of claims in writing, specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the position of the Consultant; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identification of any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. The Authorized Commission Representative will have 30 business days to respond in writing to the Claim by supplementing the submission or providing its own submission. The Authorized Commission Representative will attempt to negotiate a resolution of the claim by agreement, but if a negotiated resolution is not achieved, the Authorized Commission Representative must provide a written ruling within 60 days of receipt of the Claim.

However, if the Consultant agrees in writing, an extension not to exceed sixty (60) days may be granted by the Executive Director. The Dispute must be filed within thirty (30) days of the receipt of the ruling by the Authorized Commission Representative.

Section 11.03 Dispute Procedure. In the event that the Authorized Commission Representative and Consultant can not resolve the Claim, the Consultant may file a Dispute to the Executive Director. The Dispute submission must be in writing and contain the information required in Section 11.02 above and be copied to the Authorized Commission Representative. The Authorized Commission Representative shall file a response within thirty (30) days.

Section 11.04 Executive Director's Determination. The Executive Director's final decision will be rendered in writing no more than 45 business days after the response by the Commission Representative was filed or was due unless the Executive Director notifies the Consultant that additional time for the decision is necessary. The Consultant must follow the procedures set out in this Section to receive the Executive Director's final decision. In the event the Consultant disagrees with the Executive Director's final decision, the Consultant may file, a common law *writ of certiorari* in the Circuit Court of Cook County which shall be the sole and exclusive judicial remedy of the Consultant. However, the Consultant must have followed the procedures in this section as a condition precedent to filing a common law *writ of certiorari*. The Consultant shall not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.

Section 11.05 Consultant Self-Help Prohibited. The Consultant must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, timely to make recommendations on general contractor claims, or promptly to issue other appropriate approvals needed by others

where doing so would potentially harm third parties, such as subconsultants, the general contractor, or its subcontractors. Doing so to gain potential leverage in negotiating or settling the Consultant's claims against the Commission or User Agency will constitute bad faith on the Consultant's part. This provision is not intended to prohibit the Consultant from exercising its well-considered professional judgment, however, in carrying out its duties and responsibilities under the Agreement.

Article XII. CONFIDENTIALITY

All of the reports, information, or data prepared or assembled by the Consultant under the Agreement are confidential, and except as may be necessary to perform its services the Consultant must not make such reports, information or data available to any party without the prior written approval of the Commission. In addition, the Consultant must not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning the Agreement, the Project or the Services. If the Consultant is served with a subpoena requiring the production of documents or information which is deemed confidential, the Consultant will immediately notify the Commission in writing and provide a copy of the subpoena to the Commission in sufficient time for the Commission to attempt to quash, or take other action in relation to, the subpoena.

Article XIII. ASSIGNMENT

The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Consultant undergoes a change in control, the change in control is deemed an assignment of the Agreement; a change in control is defined as a transfer of more than 50% of the equity ownership of the Consultant during any 12-month period. In the event of an assignment by the Consultant without the prior written approval of the Commission, the Commission will have the right to immediately terminate the Agreement without fault or responsibility.

The Consultant further acknowledges that the Consultant represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to Project; therefore, in the event of the unavailability of such members for any reason, the Consultant must so notify the Commission in writing, and must assign other qualified members of the Consultant's staff, as approved by the Commission, to the Project.

Article XIV. RELATIONSHIP OF PARTIES

Under the Agreement, the relationship of the Consultant to the Commission is that of an independent contractor, and the Consultant will have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

Article XV. GENERAL

Section 15.01 Consultant's Authority. The Consultant represents that its execution of the Agreement is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of the Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

Section 15.02 Counterparts. The Agreement may be executed in any number of counterparts, any of which will be deemed an original.

Section 15.03 Entire Agreement. The Agreement constitutes the entire understanding and agreement between the parties to this Agreement and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged in this Agreement. The Agreement must not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties.

Section 15.04 Governing Law. The Agreement has been negotiated and executed in the State of Illinois and will be construed under and in accordance with the laws of the State of Illinois.

Section 15.05 No Waiver. The waiver by either party of any breach of the Agreement will not constitute a waiver as to any succeeding breach.

Section 15.06 Notices. All notices required to be given under this Agreement must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to the Commission or to the Consultant at their respective addresses set forth above, as appropriate. If given as provided in this Agreement, such notice is deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices will be sent by giving notice to the other party in the manner provided in this subparagraph.

Section 15.07 Non-liability of Public Officials. No Commission Board member, employee, agent, officer, or official is personally liable to Consultant or its subcontractors, and Consultant and its subcontractors are not entitled to, and must not attempt to, charge any of them with liability or expense or hold them personally liable to Consultant or its subcontractors under this Agreement.

Section 15.08 Severability. If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from the Agreement and such invalidity or unenforceability will not affect any other provision of the Agreement, the balance of which will remain in full force and effect; provided, however, that if such provision is deemed invalid or unenforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

Section 15.09 Successors and Assigns. Except as otherwise provided in the Agreement, the Agreement is binding upon and inures to the benefit of each of the parties to the Agreement and their respective successors and assigns.

Section 15.10 Non-appropriation of Funds. If funds have not been appropriated in full or in part, the Commission has the right to terminate the Agreement. The Commission will not authorize the Consultant to provide services under this Agreement unless sufficient funds are appropriated to pay for the services.

Section 15.11 Firearms The PBC is committed to providing a safe and secure workplace for the benefit of its employees, consultants, contractors and the general public; therefore, threatening behavior by any person on or about the PBC office premises, project sites and any place in which PBC business is conducted is prohibited. Further, possession of firearms, explosives, or other weapons anywhere on PBC property and project sites or while conducting PBC business is prohibited. Employees and contractors must, at a minimum, comply with all federal, state and local laws relating to the possession and use of firearms, including the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1, et. seq.; the Illinois Criminal Code – Article 5, Deadly Weapons, 720 ILCS 5/Art. 24 et. seq.; and the City of Chicago Firearms and Other Weapons Ordinance, Chicago Municipal Code, Sec. 8-24-005, et. seq. Further, as a condition of employment and/or contract, individuals may not bring weapons onto PBC premises or project sites (including parking lots), even in situations where such conduct would be allowed under the cited laws.

Article XVI. EXISTING CONTRACT DOCUMENTS

As defined in herein, the following Schedules and Exhibits are a part of and fully incorporated into this Agreement:

- Exhibit A – Legal Actions
- Exhibit B – Disclosure Affidavit
- Exhibit C – Disclosure of Retained Parties
- Exhibit D – City of Chicago Contract Summary Sheet
- Exhibit 1 – Scope of Services
- Exhibit 2– Key Personnel
- Exhibit 3 – Compensation - Time and Material Only
- Exhibit 4 – Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises for Professional Services
- Exhibit 5 – City of Chicago Certification and Chicago Business License
- Exhibit 6 – Insurance
- Exhibit 7 – Contractual Requirements Related to HIPAA
- Exhibit 8 – Data Protection Requirements for Contractor, Vendors, and Third Parties

Exhibit A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)
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EXHIBIT A – LEGAL ACTIONS

FIRM NAME Catalyst Consulting Group, Inc.

I. LEGAL ACTIONS

If the answer to any of the questions below is YES, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and include the date(s) of filing with the corresponding dollar amount of claims (or judgments and the contract value of the contract).		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Exhibit B
DISCLOSURE AFFIDAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)
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EXHIBIT B – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Timothy Smith, as Managing Principal and COO
Name Title

and on behalf of Catalyst Consulting Group, Inc.
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	Catalyst Consulting Group, Inc.		
Address:	211 W. Wacker Drive, Suite 450		
City/State/Zip:	Chicago, IL 60606		
Telephone:	312-499-2246	Facsimile:	312-629-0751
FEIN:	36-3826522	SSN:	N/A
Email:	tim.smith@catconsult.com		
Nature of Transaction: Support and Maintenance Contract			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Not-for-profit Corporation
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other: _____

EXHIBIT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		Illinois	
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:			<input type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:	Chicago, IL 60606		
Telephone:	312-499-2246		
Identify the names of all officers and directors of the business entity. (Please attach list if necessary.)			
Name		Title	
Arvin Talwar		Managing Principal and CEO	
Timothy Smith		Managing Principal and COO	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. (Please attach list if necessary.)			
Name	Address	Ownership Interest Percentage	
Arvin Talwar	16815 Highbush Road Orland Park, IL 60467	100	%
			%
			%
LLC's only, indicate Management Type and Name:			
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name:	
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>			

EXHIBIT B – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

EXHIBIT B – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
 - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

EXHIBIT B – DISCLOSURE AFFIDAVIT

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontract with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

EXHIBIT B – DISCLOSURE AFFIDAVIT

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

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

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

E. PUNISHMENT

1. A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local environmental restriction, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other environmental restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other environmental restriction.

ATTACHMENT B – DISCLOSURE AFFIDAVIT

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

I. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.


Signature of Authorized Officer

Timothy Smith

Name of Authorized Officer (Print or Type)

Managing Principal and COO

Title

312-499-2246

Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 25th day of June, 2018 by
Timothy Smith (Name) as Managing Principal and COO (Title) of
Catalyst Consulting Group, Inc. (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal



Exhibit C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)
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EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").

Commission bids, contracts, and/or qualification submissions must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s): Public Building Commission Support and Maintenance Contract

Description of goods or services to be provided under Contract: Support, hosting, and enhancements of various PBC applications.

Name of Consultant: Catalyst Consulting Group, Inc.

EACH AND EVERY lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract listed below. Attach additional pages if necessary.

Retained Parties:

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

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

The Consultant understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Consultant's participation in the contract or other transactions with the Commission.

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

Signature


Timothy Smith

Name (Type or Print)

6/25/2018

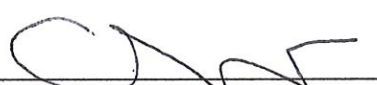
Date

Managing Principal and COO

Title

Subscribed and sworn to before me

this **25th** day of **June** 20**18**


Notary Public



**Exhibit D
CITY OF CHICAGO
CONTRACT SUMMARY SHEET**

**(ATTACHED HERETO AND INCORPORATED HEREIN)
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Contract Summary Sheet

Contract (PO) Number: 32638

Specification Number: 121573

Name of Contractor: THE CATALYST CONSULTING GROUP

City Department: DEPT OF INNOVATION & TECHNOLOGY

Title of Contract: TARGET MARKET IT MASTER CONSULTING AGREEMENT-
CATEGORY 1: APPLICATION DEVELOPMENT; CATEGORY 3:
DATABASE SUPPORT; CATEGORY 6: IT INFRASTRUCTURE DESIGN
AND DEVELOPMENT; CATEGORY 7: IT MANAGEMENT
CONSULTING

Term of Contract: Start Date: 8/6/2015

End Date: 7/31/2021

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$6,000,000.00

Brief Description of Work: TARGET MARKET IT MASTER CONSULTING AGREEMENT-
CATEGORY 1: APPLICATION DEVELOPMENT; CATEGORY
3: DATABASE SUPPORT; CATEGORY 6: IT
INFRASTRUCTURE DESIGN AND DEVELOPMENT;
CATEGORY 7: IT MANAGEMENT CONSULTING

Procurement Services Contract Area: PRO SERV CONSULTING \$250,000orABOVE

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 1038691

Submission Date: August 18, 2015

Exhibit 1
SCOPE OF SERVICES

(ATTACHED HERETO AND INCORPORATED HEREIN)
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Exhibit 1: Scope of Services

Category 1: Application Development, Support and Ongoing Maintenance

Category 3: Database Support and Ongoing Maintenance

Category 6: IT Infrastructure Design and Development

Category 7: IT Management Consulting

Scope Categories

1. **Application Development, Support and Ongoing Maintenance:** This category includes development of computer applications and related databases using approved City technologies to be deployed primarily via the web, but also includes legacy mainframe-based enhancements and development or enhancement of reporting layers, such as Business Objects universes. The scope of activities can range from initial development and deployment, through enhancements and/or interfaces, and ongoing support for those applications, including help desk services and training.
3. **Database Support and Ongoing Maintenance:** This category refers to support and maintenance of existing or new City databases. This support may be required to be provided either on-site or from a remote location and may include training.
6. **IT Infrastructure Design and Development:** This category includes the design and deployment of physical communications, computational, and storage infrastructure, as well as authentication systems. The scope also includes selection of peripherals and the creation of policies.
7. **IT Management Consulting:** This category includes the management of IT projects, development of functional requirements, preparation of requests for information, qualifications or proposals, and business process reengineering. The scope also includes conducting research and making recommendations, strategic planning, organizational assessment and change management, application portfolio analysis, and training.

Category 1: Application Development, Support and Ongoing Maintenance scope includes the following knowledge, skills, and expertise: **Application Development**

The capabilities in this section outline the knowledge, skills, and abilities that are most commonly sought for Task Order Requests in this scope. All listed items are technologies currently in use, though some are of course more widely used in City applications than others.

1. Design, develop, implement, and support object-oriented application software using Java/JEE and JavaScript as the primary programming languages, incorporating a variety of related technologies, frameworks, and tools including but not limited to:
 - 1.1. Standards-based Java Server Pages (JSP), Servlets, Enterprise Java Beans (EJB)
 - 1.2. Standards-based JavaScript, JavaScript Object Notation (JSON)
 - 1.3. Java Frameworks: Spring, Hibernate, dojo toolkit (or others that may be adopted)
 - 1.4. Relational Databases (Oracle Enterprise Database; PostgreSQL)
 - 1.5. NoSQL Databases: (MongoDB or others that may be adopted)
 - 1.6. LDAP Authentication and Authorization (MS Active Directory, Open LDAP)
 - 1.7. Adobe CQ (version 5.5 and above)
 - 1.8. Red Hat Enterprise Linux (RHEL) Operating System
 - 1.9. Eclipse Interactive Development Environment (IDE)
 - 1.10. Web Servers (Apache)
 - 1.11. Web Application Servers (Red Hat JBOSS, Oracle WebLogic Server)
 - 1.12. HTML4 and above
 - 1.13. CSS3 and above
2. Design, develop, implement, and support web services, using Service-Oriented Architecture models and frameworks, including but not limited to:
 - 2.1. REST web services
 - 2.2. SOAP/XML web services
3. Design, develop, implement, and support mobile applications for handsets and tablets on the following platforms:
 - 3.1. Android devices
 - 3.2. BlackBerry devicesAnd, incorporating the following mobile handset capabilities:
 - 3.3. Photography
 - 3.4. GPS geolocation
 - 3.5. Map display
4. Perform relevant and contemporary Software Development Life Cycle (SDLC) methods to plan, manage, organize, and execute custom software development projects, including but not limited to:
 - 4.1. Agile development methodologies
 - 4.2. Rational Unified Process (or similar) methodologies
 - 4.3. Waterfall (or similar) methodologies
 - 4.4. Other methodologies that may be adopted or become common industry practices
5. Design websites and applications using Product Design and User Experience (UX) practices that minimally include:

- 5.1. Stakeholder and End User Research, Analysis, and Synthesis
 - 5.2. Prototyping and Iterative Human-Centered Design
 - 5.3. Information Architecture and Navigation Design
 - 5.4. Interaction Design
 - 5.5. User Interface and Graphic Design
 - 5.6. Usability Testing and Iterative Design Refinement
 - 5.7. Responsive Design (optimizing screen display for different devices and form factors)
 - 5.8. "Mobile First" design orientation when applicable
6. Design, develop, implement, and support web applications that are accessible to disabled users
 - 6.1. Meet Federal Section 508 standards
 - 6.2. Meet Illinois Information Technology Accessibility Act (IITAA) standards
 7. Design, develop, implement, and support secure applications that employ coding, testing, and quality assurance practices proven to deter or prevent security breaches. Including but not limited to:
 - 7.1. Comply with City of Chicago Application Security and Information Security policies
 - 7.2. Eliminate the OWASP "Top Ten" vulnerabilities from web applications
 - 7.3. Implement secure encryption in the transmission, handling, and storage of data
 - 7.4. Secure web services from attacks by unauthorized entities
 - 7.5. Secure web forms from spam, bot, and similar cyber attacks
 - 7.6. Implement secure user authentication and authorization practices in web applications
 - 7.7. Modify applications in response to vulnerabilities identified via internal and external security scans, third-party penetration tests, code analysis tools, and other risk-assessment practices.
 8. Implement application, data, and website security in custom software applications, in compliance with the following security standards:
 - 8.1. Payment Card Industry - Data Security Standard (PCI DSS) 2.0 and above
 - 8.2. Health Insurance Portability and Accountability Act (HIPAA)
 - 8.3. Personally Identifiable Information (PII)
 9. Plan, design, and execute manual and automated unit, integration and load testing, including but not limited to:
 - 9.1. Planning, Scripting, and Executing Software Tests
 - 9.2. Junit test automation
 - 9.3. Jmeter test automation
 - 9.4. Neotys NeoLoad test automation (or similar screen-based load testing tool)

Application Development: Preferred

The capabilities in this section outline the knowledge, skills, and abilities that may occasionally be sought in Task Order Requests for this scope, but have not historically been the subject of solicitations. The reasons for this are varied: in some cases the technologies are approaching obsolescence; in some cases the technologies are not Enterprise standards; in some cases the technologies are used only by one Department or by one application. Vendors with skills and strengths primarily in the following areas should be aware that, based on recent experience, the City has not issued many open solicitations in these areas. All listed items are technologies currently in use, though some are more widely used in City applications than others.

10. Convert existing City applications from the following legacy technologies to web-based applications that comply with contemporary City technology standards:

- 10.1. Oracle Forms
 - 10.2. Oracle WebLogic Portal
 - 10.3. SilverStream
 - 10.4. Microsoft Access DB
 - 10.5. Borland Paradox
 - 10.6. Other legacy technology platforms that may be identified
11. Design, develop, implement, and support Microsoft .NET applications with the following technologies, including but not limited to:
- 11.1. Visual Studio
 - 11.2. .NET Framework
 - 11.3. MS SQLServer
 - 11.4. Crystal Reports
 - 11.5. SSRS
 - 11.6. Telerik
12. Design, develop, implement, and support Oracle database applications, including but not limited to:
- 12.1. Oracle Forms
 - 12.2. Oracle Application Express (APEX)
 - 12.3. Oracle PL/SQL
 - 12.4. Oracle Application Server
 - 12.5. Oracle Reports

Application Support and Maintenance: Mandatory

The capabilities in this section outline the knowledge, skills, and abilities that are most commonly sought for Task Order Requests in this scope.

13. Perform ongoing application support activities for existing City systems, including but not limited to:
- 13.1. Provide Break/Fix support for custom web applications
 - 13.2. Enhance and modernize custom web applications in response to business changes
 - 13.3. Remediate security vulnerabilities in custom web applications
 - 13.4. Maintain operational Availability & Reliability of custom web applications
 - 13.5. Implement Application-level Monitoring services on a 24/7 basis (using Hyperic HQ)
 - 13.6. Respond to Application Alerting services on a 24/7 basis (using Hyperic HQ)
 - 13.7. Provide End User support
 - 13.8. Provide End User training
 - 13.9. Perform other application support-related needs as they arise
14. Install, configure, administer, and support Apache web servers.
15. Install, configure, administer, and support Red Hat JBOSS and Oracle WebLogic application servers in a high-availability, multi-server Java/JVM Hosting Environment, including but not limited to:
- 15.1. Create new domains
 - 15.2. Create clustered environments
 - 15.3. Implement Hosting Environment Monitoring services on a 24/7 basis (Hyperic HQ)
 - 15.4. Respond to Hosting Environment Alerts on a 24/7 basis (Hyperic HQ)
 - 15.5. Maintain operational Availability & Reliability of Hosting Environment
 - 15.6. Troubleshoot Hosting Environment and application issues
 - 15.7. Apply security patches and remediate security vulnerabilities

- 15.8. Patch and Upgrade Hosting Environment products
 - 15.9. Perform ongoing Capacity Analysis and Performance Tuning activities
 - 15.10. Accept and Transition new applications into the Hosting Environments
 - 15.11. Support projects initiated by Application Development & Support teams
 - 15.12. Support projects initiated by the Technical Operations, Security, Database, and other teams
 - 15.13. Provide other Hosting Environment support-related needs as they arise
16. Install, Configure, Administer, and Support the Adobe CQ/Web Experience Manager Hosting Environment, including but not limited to:
- 16.1. Create new instances
 - 16.2. Create clustered environments
 - 16.3. Implement Hosting Environment Monitoring services on a 24/7 basis (Hyperic HQ)
 - 16.4. Respond to Hosting Environment Alerts on a 24/7 basis (Hyperic HQ)
 - 16.5. Maintain Operational Availability & Reliability of Hosting Environment
 - 16.6. Troubleshoot Hosting Environment and Application issues
 - 16.7. Apply security patches and remediating security vulnerabilities
 - 16.8. Upgrade product versions
 - 16.9. Perform Capacity Analysis and Performance Tuning activities
 - 16.10. Accept and Transition new applications into the Hosting Environment
 - 16.11. Support projects initiated by Application Development & Support teams
 - 16.12. Support projects initiated by the Technical Operations, Security, Database and other teams
 - 16.13. Provide other Hosting Environment support-related needs as they arise
17. Install, Configure, Administer, and Support Software Configuration Management (SCM) tools for custom software applications, using open source software tools such as:
- 17.1. CVS
 - 17.2. Ant
 - 17.3. Cruise Control
 - 17.4. Git and GitHub
 - 17.5. Subversion (future)
 - 17.6. Maven (future)
 - 17.7. TeamCity (future)
18. Provide application support for IBM/MVS systems, including but not limited to:
- 18.1. Troubleshoot, analyze, design, test, and implement fixes to existing mainframe systems (feature/function enhancements are no longer being made to City mainframe systems)
 - 18.2. Convert application databases from IBM/MVS VSAM technology to web-accessible Oracle relational databases, including but not limited to:
 - 18.2.1. Analyze, map, design, program, cleanse and implement database conversions from mainframe systems to an Oracle database environment.
 - 18.2.2. Design and implement browser-based, web-enabled tools that allow end users to search, retrieve and view historical data that was exported from a mainframe system.
 - 18.2.3. Archive historical data from mainframe systems to City-specified alternative database store.
 - 18.3. Provide expertise in the following mainframe products and technologies
 - 18.3.1. COBOL
 - 18.3.2. VSAM
 - 18.3.3. CICS
 - 18.3.4. JCL

Category 3: Database Support and Ongoing Maintenance scope includes the following knowledge, skills, and expertise subject to change from time to time as the City's technology and business needs evolve:

1. Onsite Database Support
2. Remote Database Support, allowing direct access to DBA via phone, pager, and email.
3. Service including a Primary Database Administrator (DBA) familiar with the City of Chicago account and backup DBAs instead of providing a primary account manager with a pool of DBAs.
4. Database design, to include the following components:
 - 4.1. Evaluate overall configuration by server and make recommendations for CPU, memory, disk layouts, required tapes, etc.
 - 4.2. Evaluate design of database software with respect to Security, Data Integrity, Backup/Recovery, Location Independence, and Performance
 - 4.3. Publish and enforce standards as they relate to customizations, extensions, medications, and interfaces
5. Database installation and upgrades, to include the following activities:
 - 5.1. Install and configure Oracle Software (following City Standards and Best Practices such as OFA/SAFE)
 - 5.2. Upgrade database software
 - 5.3. Research and recommend Fixes/Patches
 - 5.4. Apply Non-OS Emergency Fixes/Patches
 - 5.5. Apply Non-OS Fixes/Patches
 - 5.6. Calculate/specify space requirements
 - 5.7. Create startup/shutdown/monitoring scripts for software including but not limited to DB, Listeners, Agents, Web Servers, Form Servers, and Report Servers
 - 5.8. Migrate software/changes through stages using change control techniques (Generally during off hours)
6. Database administration, to include the following activities:
 - 6.1. Implement DB design including the creation and medication of instances and database objects such as tables, views, links, indexes, users, profiles, etc.
 - 6.2. Write and execute SQL and SQL scripts including DDL and DML
 - 6.3. Configure and execute Database Utilities such as SQL *Loader
 - 6.4. Suggest, create, track TARS
 - 6.5. Provide technical mentoring and knowledge transfer
 - 6.6. Write MapReduce Functions
7. Database backup and recovery, to include the following activities:
 - 7.1. Create, document backup and recovery procedures for all types of backup: hot, cold, off-site, and logical
 - 7.2. Re-Certify Backup/Restore Strategy at least quarterly
 - 7.3. Verify backups nightly (Logical/Physical)

- 7.4. Conduct Restore/Recover Tests no less than quarterly
- 7.5. Restore/Recover (Non-OS) components
- 7.6. Manage all archive files
- 7.7. Recover (or Monitor) using LogMiner
- 7.8. Support and maintain backup environments, including but not limited to:
 - 7.8.1. RMAN
 - 7.8.2. Oracle GoldenGate
 - 7.8.3. Oracle AuditVault
- 7.9. Approve/Implement Backup/Recovery design
- 8. Database monitoring, to include the following activities:
 - 8.1. Monitor no less than daily: CPU/Disk/Memory and take corrective action if needed; Report trends by day/week/month
 - 8.2. Monitor continuously: Locks, Blocked Processes, Blocking Processes and take corrective action to allow processing to continue
 - 8.3. Monitor no less than daily: Segments and DB Objects for space and organization and take corrective action if needed; Report trends by day/week/month
 - 8.4. Monitor validity of the database objects and recompile if needed
 - 8.5. Monitor no less than daily: Oracle related Alerts, Logs and Traces and address issues that are presented
 - 8.6. Monitor continuously: Any process needed to connect to the database such as a listener, agent, or process related to the Instance, Forms Server, Web Server, Apache, OEM, or Concurrent Manager) and take corrective action if needed
 - 8.7. Execute DB Health Checklist by 8:30 AM every day and take corrective/preventive actions as needed
 - 8.8. Configure OEM with standard and City-requested alerts and jobs
 - 8.9. Create shell scripts to monitor performance as needed
- 9. Database tuning, to include the following activities:
 - 9.1. Tune Instance and Database (including init.ora, o/s related parameters)
 - 9.2. Tune Application (DB Tier, i.e., PL/SQL)
 - 9.3. Tune Application (Middle tier, i.e., Oracle AS)
 - 9.4. Tune SQL by executing Traces/Explanations and recommending/implementing improvements to queries or database to improve response
 - 9.5. Tune Application (Client Tier including debugging memory/CPU/version/conflict problems)
 - 9.6. Track, coordinate resolution, and report on all performance problems including those turned over to other teams for ultimate resolution
 - 9.7. Gather statistics in a timely fashion
 - 9.8. Recommend/Manage Materialized Views
 - 9.9. Reorganize data and indexes as needed
 - 9.10. Proactively address problems that trend analysis is predicting
 - 9.11. Relocate files if needed
 - 9.12. Purge Alerts/Archives/Logs/Traces/Outputs related to Oracle products
 - 9.13. Correct Out of Space and Extent Conditions
- 10. Database security, to include the following activities:
 - 10.1. Eliminate Default Passwords, guard against bad passwords by adhering to standards,

- periodically testing for password violations, and configuring profiles when possible
- 10.2. Add DB users, roles, profiles as specified by Program Management team
- 10.3. Add Application users, roles, responsibilities as specified by Program Management team
- 10.4. Formulate O/S security requests needed to protect the Oracle related software and the integrity of the system
- 10.5. Recommend Firewall/Security Specification and test implementation
- 10.6. Restrict Public Packages
- 10.7. Perform requested grants/revokes
- 10.8. Maintain SSL Certificates
- 10.9. Proactively monitor and maintain Oracle Security Patches
- 10.10. Design and implement Oracle Audits, including writing/distributing associated reports and cleaning up the audit files
- 10.11. Maintain Oracle encryption keys
- 11. Emergency problem resolution and assistance, to include the following activities:
 - 11.1. Provide 24 x 7 monitoring of alerts, thresholds, and availability
 - 11.2. Troubleshoot errors occurring from batch jobs or processes
 - 11.3. Respond to off-hour help desk triage
 - 11.4. Respond to support pager within 15 minutes
 - 11.5. Make technical adjustments needed to provide for middle tier availability within 20 minutes of failure of an Application/Web Tier failure
 - 11.6. Make technical adjustments needed to provide for middle tier availability within 20 minutes of failure of a DB Tier failure
 - 11.7. Provide local resource within 2 hours for extreme emergency
- 12. Data movement, to include the following activities:
 - 12.1. Configure and execute SQL*Loader
 - 12.2. Configure and execute Import/Bxport
 - 12.3. Move/Copy Data
 - 12.4. Replicate Data/Environments for Patching, Development, Acceptance, Security, R&D, training, and Testing purposes
 - 12.5. Replicate Data/Environments nightly (or as agreed upon) for Reporting Purposes
- 13. Related client tier support, to include the following activities:
 - 13.1. Provide Specification for Oracle Client Software (including SQLNET/TNSNAMES) and keep master listing up to date. Install on prototype or application server
 - 13.2. Provide Specification for Browser/Client Requirements related to Oracle Software
 - 13.3. Install Configure Server components (such as repositories) needed to execute client software (such as Designer, OEM)
- 14. Related system administration support, to include the following activities:
 - 14.1. Perform scheduled and ad hoc startup/shutdown of instance
 - 14.2. Perform scheduled and ad hoc backup/restores of mount points
 - 14.3. Allocate mount points and NSF mount points
 - 14.4. Allocate NSF Administer file permissions including ACLs
 - 14.5. Administer Firewall definitions
 - 14.6. Administer Unix password changes and user creation

- 14.7. Manage tapes including cataloging and off-site storage rotations
- 14.8. Monitor CPU/Memory/Disk Space, provide reports, and provide proactive recommendations
- 14.9. Monitor disk space; Make adjustments to keep area of YO (such as FTP) available
- 14.10. Apply Emergency OS Fixes/Patches
- 14.11. Apply Non-Emergency Fixes/Patches
- 14.12. Restore/Recover (O/S) components
- 14.13. Implement scripts requiring root access
- 14.14. Configure Printers
- 14.15. Add Unix users, roles, profiles as specified by Program Management team
- 14.16. Proactively monitor and maintain server security patches
- 15. Related application support, to include the following activities:
 - 15.1. Oversee the running of integrated batch schedule (including off-hour problem resolution)
 - 15.2. Manage the change control process for the supported applications
 - 15.3. Managing notifications of outages
- 16. Support of the following products and activities:
 - 16.1. Relational database systems, including but not limited to:
 - 16.1.1. Oracle
 - 16.1.2. SQL Server
 - 16.1.3. DB2
 - 16.1.4. MySQL
 - 16.1.5. PostGRES
 - 16.2. Provide VSAM Support (for data migrations)
 - 16.3. Other DBMS
 - 16.3.1. Provide support of document-store databases, which may or may not include
 - 16.3.1.1. MongoDB
 - 16.3.1.2. CouchDB
 - 16.3.1.3. ElasticSearch
 - 16.3.2. Provide support of key-value databases, which includes but not limited to:
 - 16.3.2.1. BerkleyDB
 - 16.3.2.2. BigTable
 - 16.3.2.3. Cassandra
 - 16.3.2.4. Dynamo
 - 16.3.3. Provide support of graph databases, which includes but not limited to:
 - 16.3.3.1. Neo4j
 - 16.3.3.2. OrientDB
- 17. Utilization of the following XML related roles and technologies:
 - 17.1. XML schema design
 - 17.2. XML development including the use of DOM/ SAX, XSD, XSLT, XPath, and XQuery
- 18. Support and maintain a Real Application Cluster (RAC) and Automated Storage Management (ASM) server.

Category 6: IT Infrastructure Design and Implementation scope includes the following knowledge, skills and expertise:

1. Physical infrastructure including all voice, video, and data transmission medium and communications infrastructure, compute and storage systems
 - 1.1. Long and short haul, Gigabit to multi-gigabit fiber technologies
 - 1.2. In-building distribution systems for end point communications such as PC, VoIP and legacy phone services.
 - 1.3. Both licensed and unlicensed wireless technologies such as WiFi, wireless bridges, near field communications and RFID.
 - 1.4. Electrical power distribution for MDF, IDF, computer rooms and data centers
 - 1.5. Cooling systems design for MDF, IDF, computer rooms and data centers
 - 1.6. Data center and computer room design including floor plan, structured cabling
 - 1.7. Design and selection of all transmission components such as routers, switches and load-balancers. This includes Software Defined Networking and hosted solutions.
 - 1.8. Design and selection of all storage systems such a fibre-channel switches, storage arrays, archive and backup software and hardware. This includes Storage as a Service solutions.
 - 1.9. Design and selection of computing systems for both end-user PCs and server environments. All platforms, physical, virtual and as a services solutions are in scope.
 - 1.10. Design and selection of phone systems including voice over IP, normal PBX systems and any "as a service" offerings.
2. Logical design and implementation for communications and computing environments
 - 2.1. WAN, LAN and metro-Ethernet logical design including items such as routing protocol selection, wave division multiplexing, and fibre-channel over Ethernet design.
 - 2.2. Real and virtual server and storage environment design including load monitoring, distribution, fail-over and disaster recovery planning.
 - 2.3. Voice and video systems design including system configuration, call plan design and call center software implementation
 - 2.4. Monitoring, logging and management systems design and maintenance for all infrastructure systems such as Nagios, SolarWinds and Splunk
 - 2.5. Selection, design and deployment of end-point management systems/services for fixed and mobile devices and peripherals.
 - 2.6. Selection, design and deployment of asset management systems/services for fixed and mobile devices and peripherals.
 - 2.7. Perform periodic maintenance or enhancements for all infrastructure systems
3. Security systems including communications filtering, blocking, and logging at all OSI levels and application tiers

- 3.1. Firewall and intrusion detection/prevention system/service selection, configuration and deployment
 - 3.2. End point protection selection, configuration and deployment
 - 3.3. Security information and event management system/service selection, configuration and deployment
 - 3.4. Data loss prevention system/service selection, configuration and deployment
 - 3.5. Web content filtering system/service selection, configuration and deployment
 - 3.6. Network access control
 4. Physical and logical infrastructure validation and documentation
 - 4.1. Create as-built and operational documentation for hand-off from deployment team to operations team
 - 4.2. Validate and document existing infrastructure systems
 5. Authentication system design
 - 5.1. Select, design and deploy authentication, authorization and accounting systems such as Active Directory, LDAP and RADIUS
 - 5.2. Select, design, deploy and provide on-going maintenance for user provisioning, directory integration and workflow management systems such as Microsoft Forefront Identity Manager, and Oracle Identity Manager.
 6. Software and Peripheral selection
 - 6.1. Evaluation, specification, selection, deployment and on-going maintenance of software and peripherals for deployment on fixed and mobile assets. This includes "as a service" and subscription based solutions.
 7. Authentication system
 8. Voice and Video communication systems
 9. Peripheral selection
-

Category 7: IT Management Consulting scope includes the following knowledge, skills, and expertise:

1. General IT research and recommendations addressing one or more of the following:
 - 1.1. Architectures
 - 1.2. Methodologies
 - 1.3. Technology
 - 1.4. Technology outsourcing
 - 1.5. IT policies
2. Management of IT projects, which includes but may not be limited to the following activities:
 - 2.1. Follow PMI and City standard project management practices and processes, and employ City project management templates and tools
 - 2.2. Lead project initiation/definition activities, including:
 - 2.2.1. Project scope definition
 - 2.2.2. Development of the project business case
 - 2.2.3. Development of project charter
 - 2.3. Lead the development of Task Orders or RFPs as required to procure services as needed.
 - 2.4. Develop and maintain a Project Management Plan, including but not limited to:
 - 2.4.1. Project objectives and success criteria
 - 2.4.2. Deliverables
 - 2.4.3. Document control methodology
 - 2.4.4. Roles, responsibilities, and contact information for all stakeholders
 - 2.4.5. Communications plans and protocols
 - 2.4.6. Cost management plan
 - 2.4.7. Schedule management plan
 - 2.4.8. Quality management plan
 - 2.4.9. Risk management plan
 - 2.4.10. Procurement plan
 - 2.5. Develop and maintain the overall project schedule and budget.
 - 2.6. Develop and maintain an Issues Log and lead issue resolution activities.
 - 2.7. Establish and maintain the project SharePoint site, ensuring that all stakeholders may access the site and that all key documents are available on the site in a timely manner to assist with collaboration and review.
 - 2.8. Attend and participate in all project-related meetings, as necessary, and ensure meeting minutes are produced and distributed.
 - 2.9. Develop weekly project status reports and executive dashboard reports.
 - 2.10. Review requests for changes, communicate the impact on the project, submit written recommendations on changes to the project sponsor(s), and negotiate change orders.
 - 2.11. Review deliverables for completeness, quality, and adherence to standards.
 - 2.12. Ensure compliance with the City's IT policies and standards.
 - 2.13. Coordinate sign-off on all deliverables by the appropriate stakeholders.
 - 2.14. Schedule and facilitate a lessons learned meeting at the conclusion of the project or of each project phase, including recording and documenting the information gathered so that it may be shared.
3. Development of functional requirements for a business application, including the following activities:

- 3.1. Conducting staff and customer interviews
 - 3.2. Documentation of all required data sources and desired interfaces to and from the application
 - 3.3. Development of use cases and process diagrams
 - 3.4. Documentation of any existing applications and manual processes that would be affected
 - 3.5. Review of existing software packages for comparison to potential needs and for additional input as to functionality
 - 3.6. Specifications for user access, inquiry, and entry needs
 - 3.7. Specifications for special technology, such as handheld devices
 4. Business Process Analysis and Re-Engineering, to include the following activities:
 - 4.1. Conducting staff and customer interviews
 - 4.2. Documenting current work processes for validation
 - 4.3. Determining current cost of providing services and assessing customer services to calculate cost-benefit and ROI analysis
 - 4.4. Conducting a comparison of the City's processes to reasonable benchmarks and best practices of other organizations, in both the public and private sectors. This may include surveys, questionnaires of other organizations, research, and data analysis.
 - 4.5. Identifying gaps in the performance of critical processes and understanding which practices can be applied to improve performance. This may include performing detailed analysis of the way the City does business as compared to ideas and actual practices in other governments and organizations, and determining what may work best for the City.
 - 4.6. Developing recommendations for improved processes, suggested activities to implement those recommendations and desired outcomes
 - 4.7. Assistance in implementation of new business process and technology initiatives
 5. Organizational assessment and/or organizational change management, including outsourcing and consolidation on business units
 6. Application portfolio analysis for business continuity or other functions.
 7. Strategic business planning, including the following activities:
 - 7.1. Business modeling
 - 7.2. Operational assessment
 - 7.3. Critical success factors
 8. Preparation of requests for information, qualifications or Proposals to determine and evaluate technical solution.
 9. Develop and conduct training, webinars, and workshops.
 - 9.1. Create user manuals and training documents
 - 9.2. Draft scripts and record training videos or webinars
 - 9.3. Configure test or training environments for training sessions
 - 9.4. Lead training sessions at City or other identified sites
-

Exhibit 2
KEY PERSONNEL

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Catalyst Key Personnel – Public Building Commission (PBC) 2018-2019 Ongoing Support and Maintenance

Name	Title	Role
Timothy Smith	Delivery Executive	Executive Oversight, Project Management, Strategic Planning, Management Consulting
Nicole Nicholson	Project Manager	Project Management, Requirements Definition, Project Coordination, Training, Documentation
Rahul Vyas	Senior Software Engineer	Functional and Technical Design, Software Development, Testing, Training
Bryon Martin	Senior Software Engineer and UI/UX Specialist	Functional and Technical Design, Software Development, Testing, Training, UI/UX Application Support, Website Design Services
Natan Brown	Interactive Media Specialist/Graphic Designer	Functional and Technical Design, Software Development, Testing, Training, UI/UX Application Support, Website Design Services
Robert Haddad	Infrastructure Engineer	Server and PC Implementation and Support, Network Administration, Project Management

Exhibit 3
COMPENSATION
TIME AND MATERIAL ONLY

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TIME AND MATERIAL ONLY

CATEGORY 1: APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE

The Contractor and titles named below proposes to provide all Services described in the Scope of Services for the fees set forth below.

Company Name: Catalyst Consulting Group, Inc.

Title of Key Personnel	Maximum Fully Loaded Hourly Rates * 2015	Maximum Fully Loaded Hourly Rates * 2016	Maximum Fully Loaded Hourly Rates * 2017	Maximum Fully Loaded Hourly Rates * 2018	Maximum Fully Loaded Hourly Rates * 2019	Maximum Fully Loaded Hourly Rates * 2020	Maximum Fully Loaded Hourly Rates * 2021
Delivery Executive	\$ 185	\$ 190	\$ 195	\$ 200	\$ 205	\$ 210	\$ 215
Manager	\$ 175	\$ 180	\$ 185	\$ 190	\$ 195	\$ 200	\$ 210
Project Manager	\$ 165	\$ 170	\$ 175	\$ 180	\$ 185	\$ 190	\$ 195
Project Coordinator	\$ 145	\$ 145	\$ 145	\$ 150	\$ 150	\$ 150	\$ 155
Business/Technical Analyst	\$ 145	\$ 145	\$ 145	\$ 150	\$ 150	\$ 150	\$ 155
Senior Software Engineer	\$ 175	\$ 175	\$ 175	\$ 180	\$ 180	\$ 180	\$ 185
Software Engineer	\$ 155	\$ 155	\$ 155	\$ 160	\$ 160	\$ 160	\$ 165
Enterprise Architect	\$ 175	\$ 180	\$ 185	\$ 190	\$ 195	\$ 200	\$ 205
Interactive Media Specialist	\$ 145	\$ 145	\$ 145	\$ 150	\$ 150	\$ 150	\$ 155
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$

*Fully Loaded Hourly Rates include, but are not necessarily limited to: labor, overhead and payroll burden.

TIME AND MATERIAL ONLY

CATEGORY 3: DATABASE SUPPORT AND ONGOING MAINTENANCE

The Contractor and titles named below proposes to provide all Services described in the Scope of Services for the fees set forth below.

Company Name: Catalyst Consulting Group, Inc.

Title of Key Personnel	Maximum Fully Loaded Hourly Rates * 2015	Maximum Fully Loaded Hourly Rates * 2016	Maximum Fully Loaded Hourly Rates * 2017	Maximum Fully Loaded Hourly Rates * 2018	Maximum Fully Loaded Hourly Rates * 2019	Maximum Fully Loaded Hourly Rates * 2020	Maximum Fully Loaded Hourly Rates * 2021
Delivery Executive	\$ 185	\$ 190	\$ 195	\$ 200	\$ 205	\$ 210	\$ 215
Manager	\$ 175	\$ 180	\$ 185	\$ 190	\$ 19	\$ 200	\$ 205
Project Manager	\$ 165	\$ 170	\$ 175	\$ 180	\$ 190	\$ 195	\$ 200
Project Coordinator	\$ 145	\$ 145	\$ 145	\$ 150	\$ 150	\$ 150	\$ 155
Business/Technical Analyst	\$ 145	\$ 145	\$ 145	\$ 150	\$ 150	\$ 150	\$ 155
Senior Software Engineer	\$ 175	\$ 175	\$ 175	\$ 180	\$ 180	\$ 180	\$ 185
Software Engineer	\$ 155	\$ 155	\$ 155	\$ 160	\$ 160	\$ 160	\$ 165
Enterprise Architect	\$ 175	\$ 180	\$ 185	\$ 190	\$ 195	\$ 200	\$ 205
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$

*Fully Loaded Hourly Rates include, but are not necessarily limited to: labor, overhead and payroll burden.

TIME AND MATERIAL ONLY

CATEGORY 6: IT INFRASTRUCTURE DESIGN AND DEVELOPMENT

The Contractor and titles named below proposes to provide all Services described in the Scope of Services for the fees set forth below.

Company Name: Catalyst Consulting Group, Inc.

Title of Key Personnel	Maximum Fully Loaded Hourly Rates * 2015	Maximum Fully Loaded Hourly Rates * 2016	Maximum Fully Loaded Hourly Rates * 2017	Maximum Fully Loaded Hourly Rates * 2018	Maximum Fully Loaded Hourly Rates * 2019	Maximum Fully Loaded Hourly Rates * 2020	Maximum Fully Loaded Hourly Rates * 2021
Manager	\$ 175	\$ 180	\$ 185	\$ 190	\$ 195	\$ 200	\$ 205
Project Manager	\$ 165	\$ 170	\$ 175	\$ 180	\$ 185	\$ 190	\$ 195
Project Coordinator	\$ 145	\$ 145	\$ 145	\$ 150	\$ 150	\$ 150	\$ 155
Business/Technical Analyst	\$ 145	\$ 145	\$ 145	\$ 150	\$ 150	\$ 150	\$ 155
Senior Infrastructure Engineer	\$ 155	\$ 155	\$ 15	\$ 160	\$ 160	\$ 160	\$ 165
Infrastructure Engineer	\$ 145	\$ 145	\$ 145	\$ 150	\$ 150	\$ 150	\$ 155
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$

*Fully Loaded Hourly Rates include, but are not necessarily limited to: labor, overhead and payroll burden.

TIME AND MATERIAL ONLY
CATEGORY 7: IT MANAGEMENT CONSULTING

The Contractor and titles named below proposes to provide all Services described in the Scope of Services for the fees set forth below.

Company Name: Catalyst Consulting Group, Inc.

Title of Key Personnel	Maximum Fully Loaded Hourly Rates * 2015	Maximum Fully Loaded Hourly Rates * 2016	Maximum Fully Loaded Hourly Rates * 2017	Maximum Fully Loaded Hourly Rates * 2018	Maximum Fully Loaded Hourly Rates * 2019	Maximum Fully Loaded Hourly Rates * 2020	Maximum Fully Loaded Hourly Rates * 2021
Delivery Executive	\$ 185	\$ 190	\$ 195	\$ 200	\$ 205	\$ 210	\$ 215
Manager	\$ 175	\$ 180	\$ 185	\$ 190	\$ 195	\$ 200	\$ 205
Project Manager	\$ 165	\$ 170	\$ 175	\$ 180	\$ 185	\$ 190	\$ 195
Business Analyst	\$ 145	\$ 145	\$ 145	\$ 150	\$ 150	\$ 150	\$ 155
Project Coordinator	\$ 145	\$ 145	\$ 145	\$ 150	\$ 150	\$ 150	\$ 155
Trainer	\$ 145	\$ 145	\$ 145	\$ 150	\$ 150	\$ 150	\$ 155
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$

*Fully Loaded Hourly Rates include, but are not necessarily limited to: labor, overhead and payroll burden.

**COMPENSATION
TIME AND MATERIAL ONLY**

Pre-Development Services		
Invoice ID	005PBC-5030-176	\$2,000
Invoice ID	005PBC-5030-177	\$2,000
Invoice ID	005PBC-5030-178	\$2,000
TOTAL		\$6,000

Exhibit 4
SPECIAL CONDITIONS REGARDING THE UTILIZATION AND WOMEN OWED BUSINESS
ENTERPRISES FOR PROFESSIONAL SERVICES

(ATTACHED HERETO AND INCORPORATED HEREIN)
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SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES FOR PROFESSIONAL SERVICES

1. Policy Statement

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

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to qualified WBEs.
- b. This Agreement follows the City of Chicago Target Market Special Conditions.
- c. The Professional Service Provider may not subcontract more than fifty percent (50%) of the dollar value of the contract. The prime Target Market vendor must perform at least 50% of the awarded contract amount with their own workforces. Up to 50% of the dollar value of the Target Market contract may be subcontracted to firms who are MBEs and/or WBEs or no-MBEs and/or non-WBEs. The purchase of goods by a vendor from a manufacturer or supplier for sale to the City in a Task Order consisting solely of the sale of goods shall not be deemed subcontracting. However, in appropriate cases the Executive Director or Designee may initiate discussion with a consultant subcontracting with non-certified firms in order to maximize the overall participation of MBEs and WBEs at all contracting levels.
- d. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification..
- e. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - (3) "Construction Contract" means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.
 - (4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform any

anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.

- (5) "Contractor" means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
- (6) "Direct Participation" the total value of payments made to MBE or WBE firms for work that is completed in their Area of Specialty directly related to the performance of the subject matter of the Task Order will count as Direct Participation toward the Task Order Specific Goals.
- (7) "Established Business" means a person or entity granted certification by the City of Chicago.
- (8) "Executive Director" means the Executive Director of the Commission or his/her duly designated representative as appointed in writing.
- (9) "Good faith efforts" means actions undertaken by a Contractor to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.
- (10) "Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a consultant's MBE or WBE commitment with respect to all government contracts held by that consultant.)
- (11) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
- (12) "Participating Established Business" means an established business which is eligible to participate in the minority- and women-owned business enterprise program set forth in Section 8 below.
- (13) "Professional Service Provider" means any person or business entity that seeks to enter into Professional Service Contract with the Commission and includes all partners affiliates, and joint ventures of such person or entity.
- (12) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.
- (13) "Target Market Joint Venture" means an association of two or more MBEs, WBEs, or both MBEs and WBEs all certified by the City of Chicago or Cook County or whose recertification is pending, to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge.

4. Determining MBE/WBE Utilization

- a. The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:
- b. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- c. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.
- d. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and

control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:

- (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
 - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- e. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- f. The Professional Service Provider may not subcontract more than fifty percent (50%) of the dollar value of the Task Order to subconsultants who are not MBEs or WBEs. The purchase of goods by a vendor from a manufacturer or supplier for sale to the City in a Task Order consisting solely of the sale of goods shall not be deemed subcontracting. However, in appropriate cases the Executive Director or Designee may initiate discussion with a consultant subcontracting with non-certified firms in order to maximize the overall participation of MBEs and WBEs at all contracting levels.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.
5. Submission of Proposals
- a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
- (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC accepts certification by the City of Chicago, and County of Cook.
 - (2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
 - (3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
 - (4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm.

Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.

- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.
6. Evaluation of Compliance Proposals
- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his / her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
 - b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
 - c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.
 - d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by
7. Request for Waiver
- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
 - b. Good Faith efforts to achieve participation include but are not limited to:
 - (1) Attendance at the Pre-bid conference;
 - (2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.
 - (3) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - (4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;

- (5) Timely notification (at least seven (7) days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/associations;
- (6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;
- (7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;
- (8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;
- (9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.
- (10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
 - i. The name, address and telephone number of MBE and WBE firms contacted;
 - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
- (11) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation;
- (12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion;
- (13) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
- (14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.
- (15) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
 - (1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
 - (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Established Business Participation in the MBE and WBE Procurement Program

- a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:
 - (1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;
 - (2) For a one-year period starting on the one-year anniversary of the date the business entity became an established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

- (3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.
- b. An Establish Business entity shall not be eligible to participate in the minority- and women-owned business enterprise procurement program starting on the three-year anniversary of the date the business entity became an established business.

9. Failure To Achieve Goals

- a. If the Contractor cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director shall consider, at a minimum, the Contractor's efforts to do the following:
 - (1) Soliciting through reasonable and available means the interest of MBEs or WBEs that provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable.
 - (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
 - (5) Making a portion of the work available to MBE or WBE subcontractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the goals.
 - (6) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a contract with its own organization. A Contractor that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
 - (7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
 - (8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Contractor.
 - (9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
 - (10) Effectively using the services of the Commission; minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

- b. In the event the Public Building Commission Procurement Officer determines that the Contractor did not make a good faith effort to achieve the goals, the Contractor may file a Dispute to the Executive Director as provided in the Section on Disputes.

10. Reporting and Record-Keeping Requirements

- a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.
- b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.
- c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

11. Disqualification of MBE or WBE

- a. The Contract may be terminated by the Executive Director upon the disqualification of the Professional Service Provider as an MBE or WBE if the sub-consultants status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.
- b. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the sub-consultants or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the sub-consultant or supplier was misrepresented by the Professional Service Provider. If the Professional Service Provider is determined not to have been involved in any misrepresentation of the status of the disqualified sub-consultant or supplier, the Professional Service Provider shall make good faith efforts to engage a qualified MBE or WBE replacement.

12. Prohibition On Changes To MBE/WBE Commitments

- a. The Professional Service Provider must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE sub-consultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a sub-consultant with the Professional Service Provider's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Professional Service Provider to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

13. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Contractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Contractor shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Contractor of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:
 - (1) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor must notify the Executive Director immediately in writing of an apparent necessity to

reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work.

- (2) The Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) unavailability after receipt of reasonable Notice to Proceed; b) failure of performance; c) financial incapacity; d) refusal by the subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.
- (3) The Contractor's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Contractor; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.
- (4) The Contractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Section on Submission of Bid Proposals.
- (5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.
- (6) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) business days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
 - i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.
 - ii. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

14. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

15. Severability

- a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

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SCHEDULE B

Joint Venture Affidavit (1 of 3)

This form is not required if all joint venturers are MBE/Non-MBE or WBE/Non-WBE firms. In such case, however, a written joint venture agreement among the MBE/Non-MBE or WBE/Non-WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.

A. Name of joint venture _____

B. Address of joint venture _____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

1. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

E. Nature of joint venture's business

F. Provide a copy of the joint venture agreement.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____%

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

3. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

SCHEDULE B
Joint Venture Affidavit (2 of 3)

4. Describe any loan agreements between joint venturers, and identify the terms thereof.

- I. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

1. Financial decisions

2. Management decisions such as:

- a. Estimating

- b. Marketing and Sales

- c. Hiring and firing of management personnel

- d. Other

3. Purchasing of major items or supplies

4. Supervision of field operations

5. Supervision of office personnel

6. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

7. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

- J. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

SCHEDULE B

Joint Venture Affidavit (3 of 3)

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the Prime if the joint venture is a subcontractor.

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this _____ day of _____, 20____
before me appeared (Name)

On this _____ day of _____, 20____
before me appeared (Name)

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state

that he or she was properly authorized by
(Name of Joint Venture)

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state

that he or she was properly authorized by
(Name of Joint Venture)

to execute the affidavit and did so as his or her

free act and deed.

to execute the affidavit and did so as his or her

free act and deed.

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

SCHEDULE C

Letter of Intent from MBE/WBE (1 of 2)

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project: _____

Project Number: _____

FROM:

_____ MBE _____ WBE _____
(Name of MBE or WBE)

TO:

_____ and Public Building Commission of Chicago
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor

_____ a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____ . In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

SCHEDULE C

Letter of Intent from MBE/WBE (2 of 2)
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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

SUB-SUBCONTRACTING LEVELS

_____ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
_____ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The Undersigned (Contractor) will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Name of MBE/WBE Firm (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

Phone

SCHEDULE D

Affidavit of Professional Service Provider Regarding MBE/WBE Participation (1 of 2)

Name of Project: _____

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

Title and duly authorized representative of

Name of Professional Service Provider whose address is

in the City of _____, State of _____

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Bid		%	%

The Prime may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

SCHEDULE D

Affidavit of Professional Service Provider Regarding MBE/WBE Participation (2 of 2)

The Undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Name of Contractor (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUN 23 2015

Arvind Kumar Talwar
Catalyst Consulting Group, Inc.
211 West Wacker Drive, Suite 450
Chicago, IL 60606

Dear Arvind Kumar Talwar:

We are pleased to inform you that **Catalyst Consulting Group, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **6/15/2020**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **6/15/2016, 6/15/2017, 6/15/2018, and 6/15/2019**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **6/15/2020**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **4/15/2020**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

JUN 23 2015

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

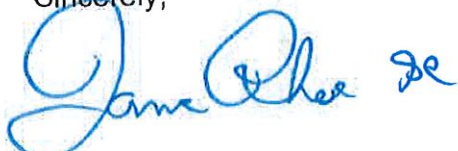
NAICS Code(s):

541511 - Custom Computer Programming Services
541512 - Computer Systems Design Services

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer
JLR/gd

Exhibit 5
CITY OF CHICAGO
BUSINESS LICENSE CERTIFICATE

(ATTACHED HERETO AND INCORPORATED HEREIN)
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CITY OF CHICAGO

LICENSE CERTIFICATE

NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME: CATALYST CONSULTING GROUP
DBA: CATALYST CONSULTING GROUP
AT: 211 W. WACKER DR., Apt./Suite 450
CHICAGO, IL 60606
400

PRINTED ON:
08/02/2016

LICENSE NO.: 62620
LICENSE: Limited Business License

CODE: 1010

FEE: \$****250.00

PRESIDENT: ARVIN K. TALWAR

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF
THIS 15 DAY OF SEPTEMBER, 2016

EXPIRATION DATE: September 15, 2018

ATTEST:



Rahm Emanuel
MAYOR

ACCOUNT NO. 19772

SITE: 1

TRANS NO.

Susana Mendez
CITY CLERK



THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.

Exhibit 6
INSURANCE

(ATTACHED HERETO AND INCORPORATED HEREIN)
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CERTIFICATE OF LIABILITY INSURANCE

CATAL-3 OP ID: DL
Page 1 of 2 DATE (MM/DD/YYYY)
06/22/2018

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

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

PRODUCER Southpoint Insurance Agcy, Inc 15341 S 94th Ave Ste 100 Orland Park, IL 60462 James A Carney		CONTACT NAME: Patricia Kelly PHONE (A/C, No, Ext): 708-478-3440 E-MAIL ADDRESS: pkelly@thinksouthpoint.com FAX (A/C, No): 708-478-3368	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Travelers Insurance Co	
		INSURER B : The Hartford	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	ZLP14P53278	02/18/2018	02/18/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BA9A842829	02/18/2018	02/18/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP14P53309	02/18/2018	02/18/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	83 WECAB1LIK	02/18/2018	02/18/2019	<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	Errors & Omissions			ZPL4P54945	02/18/2018	02/18/2019	Limit 2,000,000

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

The Public Building Commission of Chicago and the City of Chicago, their respective Board members, employees, elected and appointed officials, and representatives are added as Additional Insureds on a primary and non-contributory basis with respects to General Liability and Auto Liability, when required by written contract. See notes.

APPROVED
JLB

6/22/2018

CERTIFICATE HOLDER

PUBLICB

Public Building Commission of
Chgo, Dept of Procurement
Richard J. Daley Center Rm 200
50 West Washington St.
Chicago, IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James A. Carney

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NOTEPAD:

HOLDER CODE PUBLICB
INSURED'S NAME Catalyst Consulting Group Inc.

CATAL-3
OP ID: DL

PAGE 2

Date 06/22/2018

A Waiver of Subrogation applies in favor of Additional Insureds for
General Liability, Auto Liability and Workers Compensation.

ARTICLE 7. INSURANCE REQUIREMENTS

**Department of Innovation and Technology
Various Scope Categories 1, 3, 6, & 7**

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

Subcontractors performing work or services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

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

4) Professional Liability

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

Subcontractors performing professional Services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

5) Valuable Papers

When any media, data, records, reports, including audits, studies, files, and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

6) Property

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

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

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

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

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

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

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

Contractor must require all Subcontractors to provide the insurance required herein, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or SubContractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Exhibit 7
CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

(ATTACHED HERETO AND INCORPORATED HEREIN)
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Exhibit 7: Contractual Requirements Related to HIPAA

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act. See 45 CFR parts 160 and 164.

1. Contractor must not use or further disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as Required by Law.
(<http://www.hhs.gov/ocr/hipaa/>)
2. Contractor must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
3. Contractor must mitigate to the extent practicable any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.
4. Contractor must report any use or disclosure of the PHI not provided for by this Agreement to the City.
5. Contractor must ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
6. If the Contractor has PHI in a Designated Record Set then Contractor must provide access, at the request of the City, and in the time and manner designated by the City, to PHI in a Designated Record Set, to City or, as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. If the Contractor has PHI in a Designated Record Set then Contractor must make any amendments to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR 164.526 at the request of City or an Individual, and in the time and manner designated by City.
8. Contractor must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, City available to the City, or at the request of the City to the Secretary, in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining City's compliance with the Privacy Rule.
9. Contractor must document the disclosure of PHI and information relating to such disclosures as would be required for City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
10. Contractor must provide to City or an Individual, in time and manner designated by City, information collected which relates to the disclosure of PHI, to permit City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
11. Contractor must either return all PHI to the City or destroy it, at the City's option, upon termination or expiration of this Agreement.
12. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic health information that it creates, receives, maintains, or transmits on behalf of the City as required by 45 CFR part 164.

13. Contractor must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.
14. Contractor must report to the City any security incident of which it becomes aware.

Exhibit 8
DATA PROTECTION REQUIREMENTS FOR CONTRACTORS, VENDORS, AND
THIRD-PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)
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Exhibit 8: Data Protection Requirements for Contractors, Vendors, and Third-Parties

"Breach" means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information.

"Contractor" means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Data Policy includes not only the entity that is a signatory to this Policy but all Subcontractors, of whatever tier, of that entity; the signatory must inform and obtain the agreement of such Subcontractors to the terms of this Data Policy.

"Protected Information" means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information.

1. Information Security. Contractor agrees to the following:

- 1.1. General. Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.
- 1.2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.
- 1.3. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," available on the United States Department of Health and Human Services (HHS) website

(<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>), or at Volume 74 of the Federal Register, beginning at page 42742. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.

- 1.4. Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.
- 1.5. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at http://www.cityofchicago.org/city/en/depts/doit/supp_info/initiatives_-_informationsecurity.html ("City Program"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all Subcontractors of Contractor, if any, comply with all of the foregoing.
- 1.6. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.
- 1.7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.
- 1.8. Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.
- 1.9. Audit Findings. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.

- 1.10. Demonstrate Compliance - PCI. No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 1.11. Demonstrate Compliance – HIPAA / HITECH. If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals."
- 1.12. Data Confidentiality. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.
- 1.13. Compliance with All Laws and Regulations. Contractor agrees that it will comply with all laws and regulations.
- 1.14. Limitation of Access. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with Subcontractors impose these obligations on the Subcontractors and shall monitor the Subcontractors' compliance with such obligations.
- 1.15. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.

- 1.16. Safekeeping and Security. Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or Subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.
- 1.17. Mandatory Disclosure of Protected Information. If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 1.18. Data Breach. Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.
- 1.19. Data Sanitization and Safe Disposal. All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.
- 1.20. End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30

days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.