

PROFESSIONAL SERVICES AGREEMENT

GENERAL BUSINESS LICENSE PHASE II

BETWEEN



COOK COUNTY GOVERNMENT

BUREAU OF TECHNOLOGY

AND

CATALYST CONSULTING GROUP, INC.

CONTRACT NO. 1430-14111

(Reference Contract: City of Chicago Contract No. 20098)

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS 2

ARTICLE 1) INCORPORATION OF BACKGROUND 2

ARTICLE 2) DEFINITIONS..... 2

a) Definitions 2

b) Interpretation 3

c) Incorporation of Exhibits 3

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT 4

a) Scope of Services 4

b) Deliverables 4

c) Standard of Performance..... 4

d) Personnel 5

e) Minority and Owned Women's Business Enterprises Commitment..... 6

f) Insurance 6

g) Indemnification 9

h) Confidentiality and Ownership of Documents 9

i) Patents, Copyrights and Licenses 10

j) Examination of Records and Audits 10

k) Subcontracting or Assignment of Contract or Contract Funds 11

ARTICLE 4) TERM OF PERFORMANCE..... 13

a) Term of Performance 13

b) Timeliness of Performance 13

c) Agreement Extension Option..... 13

ARTICLE 5) COMPENSATION 13

a) Basis of Payment..... 13

b) Method of Payment..... 14

c) Funding 14

d) Non-Appropriation..... 15

e) Taxes 15

f) Price Reduction 15

g) Consultant Credits..... 15

ARTICLE 6) DISPUTES 16

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE
WITH ALL LAWS 16

ARTICLE 8) SPECIAL CONDITIONS 16

a) Warranties and Representations..... 16

b) Ethics 17

c) Joint and Several Liability 18

d) Business Documents 18

e) Conflicts of Interest..... 18

f) Non-Liability of Public Officials 19

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET 19

a)	Events of Default Defined	19
b)	Remedies	20
c)	Early Termination	22
d)	Suspension	23
e)	Right to Offset.....	23
f)	Delays	23
g)	Prepaid Fees	24
ARTICLE 10) GENERAL CONDITIONS		24
a)	Entire Agreement.....	24
b)	Counterparts	25
c)	Contract Amendments	25
d)	Governing Law and Jurisdiction.....	26
e)	Severability	26
f)	Assigns	26
g)	Cooperation	26
h)	Waiver	26
i)	Independent Consultant	27
j)	Governmental Joint Purchasing Agreement	27
ARTICLE 11) NOTICES.....		28
ARTICLE 12) AUTHORITY		29

List of Attachments

Attachment 1 City of Chicago Contract (Contract No. 20098)

List of Exhibits

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan
- Exhibit 4 Evidence of Insurance
- Exhibit 5 Special Conditions
- Exhibit 6 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 7 Electronic Payables Program Insert
- Exhibit 8 Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Catalyst Consulting Group, Inc., doing business as a(an) corporation of the State of Illinois hereinafter referred to as "Consultant".

BACKGROUND

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

Whereas, the City of Chicago entered into a contract on October 4, 2010 for the provision of goods and services by the Consultant for the City relative to Information Technology ("IT") Consulting Services ("the City of Chicago Contract"), which is attached hereto as Attachment 1 for reference purposes only, but such attachment is not made part of or incorporated into this Agreement, and in no way does such document govern the parties' performance under this Agreement; and

Whereas, the County wishes to leverage the procurement efforts of the City of Chicago; and

Whereas, the County, through the Bureau of Technology, desires certain similar goods of the Consultant; and

Whereas, the County issued a Task Order for General Business License Phase II in which proposals were evaluated in accordance with evaluation criteria, and the Consultant was selected based on their proposal submitted and evaluated by the County representatives as members of an evaluation committee; and

Whereas, the Consultant agrees to provide to the Bureau of Technology the Scope of Services incorporated as Exhibit 1, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City of Chicago Contract No. 20098 as set forth in Attachment No. 1, incorporated as Exhibit 2 Schedule of Compensation; and

Whereas, this Contract shall be effective February 10, 2016 through February 9, 2017, and shall include one (1) additional one (1)-year renewal period; and

Whereas, the Consultant's compensation shall be set forth in Exhibit 2, and shall not exceed \$111,550.00; and

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

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

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

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

b) Interpretation

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

c) Incorporation of Exhibits

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

List of Attachments

Attachment 1 City of Chicago Contract (Contract No. 20098)

List of Exhibits

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan
- Exhibit 4 Evidence of Insurance
- Exhibit 5 Special Conditions
- Exhibit 6 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 7 Electronic Payables Program Insert
- Exhibit 8 Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**a) Scope of Services**

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

b) Deliverables

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

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

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

c) Standard of Performance

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

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

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

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

iii) Salaries and Wages

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

e) Minority and Owned Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

Prior to the effective date of this Contract, the Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Contract. The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

i) Coverages

(1) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following

provisions:

Employers' Liability coverage with a limit of:

- \$500,000 each Accident
- \$500,000 each Employee
- \$500,000 Policy Limit for Disease

Broad form all states coverage

(2) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (d) Products/Completed Operations.

(3) **Automobile Liability Insurance**

When any autos are used in the performance of this contract, Consultant shall secure Commercial Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Automobile Liability limits shall not be less than the following:

- (a) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence

(4) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Consultant shall secure and maintain a limit of liability no less than:

- a. \$1,000,000 each occurrence for all liability
- b. \$1,000,000 in the aggregate

(5) **Professional Errors & Omissions Insurance**

Consultant shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability

insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 per claim. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Consultant for a minimum of three years following the expiration or early termination of this contract and the Consultant shall annually provide the County with proof of renewal. SubConsultants performing professional services for the Consultant must maintain limits of not less than \$1,000,000 per claim with the same terms in this section.

ii) **Additional Requirements**

(1) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, Automobile and Umbrella/Excess Liability policy. Consultant's insurance shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(2) **Qualification of Insurers**

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

(3) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Office of the Chief Procurement Officer at least 60 days prior to the effective date of any cancellation, non-renewal or significant modification of such policies. Prior to the date on which Consultant

commences performance of its part of the work, Consultant shall furnish to the County certificates of insurance maintained by Consultant.

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

(4) **Waiver of Subrogation Endorsements**

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

g) Indemnification

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

h) Confidentiality and Ownership of Documents

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

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such

reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

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

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

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

j) Examination of Records and Audits

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

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final

payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

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

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

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

k) Subcontracting or Assignment of Contract or Contract Funds

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

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

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

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

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

1) Professional Social Services

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

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider,

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Chief Procurement Officer and its term shall begin on February 10, 2016 ("**Effective Date**") and continue until February 9, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

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

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for to one (1) additional one (1)-year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the

attached Exhibit 2 for the successful completion of services.

b) Method of Payment

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

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County. The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

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

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar

amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

g) Consultant Credits

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

ARTICLE 6) DISPUTES

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

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

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

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

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

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

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

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

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in

determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.

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

b) Remedies

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

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

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

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

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

c) Early Termination

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

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

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

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

d) Suspension

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

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

e) Right to Offset

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

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

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

f) Delays

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

g) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

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

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Contract Amendments**

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

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

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

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

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Consultant

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

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

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

j) Governmental Joint Purchasing Agreement

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

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

k) Comparable Government Procurement

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

l) Force Majeure

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

ARTICLE 11) NOTICES

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

If to the County: Bureau of Technology
 69 West Washington, Suite 2700
 Chicago, Illinois 60602
 Attention: Department Director

and

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

If to Consultant: Catalyst Consulting Group, Inc.
 211 W. Wacker Drive, Suite 450
 Chicago, IL 60606
 Attention: Timothy E. Smith

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

ARTICLE 12) AUTHORITY

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

ATTACHMENT 1

City of Chicago Contract (Contract No. 20098)

Specification Number: 66759
Contract (PO) Number: 20098
Vendor Code Number: 1038691-A

PRE-QUALIFIED CONSULTANT POOL AGREEMENT

BETWEEN

**THE CITY OF CHICAGO
DEPARTMENT OF INNOVATION AND TECHNOLOGY**

AND

CATALYST CONSULTING GROUP, INC.



**TARGET MARKET
INFORMATION TECHNOLOGY AND RELATED SERVICES FOR
VARIOUS SCOPE CATEGORIES:**

- 1) APPLICATION DEVELOPMENT,**
- 3) DATABASE SUPPORT & ONGOING MAINTENANCE,**
- 5) MANAGEMENT CONSULTING**

**RICHARD M. DALEY
MAYOR**

Contract Summary Sheet

Contract (PO) Number: 20098

Specification Number: 66759

Name of Contractor: THE CATALYST CONSULTING GROUP

City Department: DEPT OF INNOVATION & TECHNOLOGY

Title of Contract: TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES-CATEGORY 1: APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE; CATEGORY 3: DATABASE SUPPORT AND ONGOING MAINTENANCE; CATEGORY 5: MANAGEMENT CONSULTING

Term of Contract: Start Date: 10/1/2010

End Date: 12/31/2015

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

Brief Description of Work: TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES-CATEGORY 1: APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE; CATEGORY 3: DATABASE SUPPORT AND ONGOING MAINTENANCE; CATEGORY 5: 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:

10.25.10

TABLE OF CONTENTS

AGREEMENT 1

BACKGROUND INFORMATION 1

ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION..... 1

ARTICLE 2. DEFINITIONS..... 1

 2.01 Incorporation of Exhibits4

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONSULTANT..... 4

 3.01 Scope of Services4

 3.02 Standard of Performance7

 3.03 Personnel9

 3.04 Minority and Women Business Enterprises 11

 3.05 Ownership of Documents 11

 3.06 Copyright Ownership 11

 3.07 Records and Audits..... 12

 3.08 Subcontracts and Assignments 13

 3.09 Confidentiality..... 14

 3.10 City’s Policies and Procedures..... 15

ARTICLE 4. RESULTS TOR ACCEPTANCE TESTING CRITERIA AND PROCEDURES 16

 4.01 Development of Acceptance Test 16

 4.02. Acceptance Procedures..... 16

ARTICLE 5. DURATION OF AGREEMENT 16

 5.01 Term of Performance..... 16

 5.02 Timeliness of Performance 17

ARTICLE 6. COMPENSATION 17

 6.01 Basis of Payment 17

 6.02 Budget for Services 17

 6.03 Method of Payment..... 17

 6.04 Funding..... 18

 6.05 Non-Appropriation 18

 6.06 Sub Consultant Payments 18

ARTICLE 7. COMPLIANCE WITH ALL LAWS	19
7.01 Compliance with All Laws Generally.....	19
7.02 Nondiscrimination.....	19
7.03 Office of Compliance.....	20
7.04 Inspector General.....	20
7.05 MacBride Ordinance.....	21
7.06 Business Relationships with Elected Officials.....	21
7.07 Chicago "Living Wage" Ordinance.....	22
7.08 Environmental Warranties and Representations.....	23
7.09 Prohibition on Certain Contributions.....	23
7.10 Firms Owned or Operated by Individuals with Disabilities.....	25
7.11 Deemed Inclusion.....	25
7.12 False Statements.....	25
ARTICLE 8. SPECIAL CONDITIONS	26
8.01 Warranties and Representations.....	26
8.02 Ethics.....	29
8.03 Joint and Several Liability.....	30
8.04 Business Documents.....	30
8.05 Conflicts of Interest.....	30
8.06 Non-liability of Public Officials.....	31
8.07 EDS / Certification Regarding Suspension and Debarment.....	31
8.08 Payment Card Industry Data Security Standard.....	31
8.09 Information Technology Accessibility Standards.....	32
ARTICLE 9. RISK MANAGEMENT.....	32
9.01 Consultant's Insurance.....	32
9.02 Indemnification.....	32
ARTICLE 10. DISPUTES.....	33
ARTICLE 11. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET.....	34
11.01 Events of Default.....	34
11.02 Remedies.....	36
11.03 Early Termination.....	37
11.04 Suspension.....	38
11.05 Right to Offset.....	38
ARTICLE 12. GENERAL CONDITIONS.....	39
12.01 Entire Agreement.....	39
12.02 Counterparts.....	40

12.03	Amendments	40
12.04	Governing Law and Jurisdiction	40
12.05	Severability	41
12.06	Interpretation	41
12.07	Contract Documents	41
12.08	Assigns	41
12.09	Cooperation	41
12.10	Waiver	41
12.11	Independent Consultant	42
12.12	Electronic Ordering and Invoicing	42
12.13	Participation by Other Local Government Agencies	43
12.14	No Third Party Beneficiaries	43
ARTICLE 13. NOTICES		43
ARTICLE 14. AUTHORITY		44
14.01	City Authority	44
14.02	Consultant's Authority	44
SIGNATURE PAGE		45

LIST OF EXHIBITS

EXHIBIT 1	SCOPE OF SERVICES AND COMPENSATION SCHEDULE
EXHIBIT 2	INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE
EXHIBIT 3	TARGET MARKET TASK ORDER SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN'S BUSINESS ENTERPRISE COMMITMENT
EXHIBIT 4	ECONOMIC DISCLOSURE STATEMENT & AFFIDAVIT
EXHIBIT 5	LIST OF KEY PERSONNEL
EXHIBIT 6	CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

AGREEMENT

This Agreement is entered into as of this _____, 2010 ("Effective Date"), by and between **CATALYST CONSULTING GROUP, INC.** ("Consultant"), a corporation authorized to do business in Illinois, and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its **DEPARTMENT OF INNOVATION AND TECHNOLOGY** ("Department"), in Chicago, Illinois.

BACKGROUND INFORMATION

The City requires technology consulting services in the area(s) of: Application Development, Support and Ongoing Maintenance, GIS Application Development Support and Ongoing Maintenance; Database Support and Ongoing Maintenance; IT Infrastructure Design; and Management Consulting. The City advertised and issued a Request for Qualifications ("RFQ") from consultants qualified to perform the Services.

The City evaluated the Consultant's response to the RFQ and found the Consultant to be capable of performing the Services in the area(s) specified on the cover page of this Agreement. The Consultant represents and warrants that it is qualified and competent to perform the Services and has the necessary expertise and knowledge to complete any Services assigned to it in accordance with this Agreement.

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

The Consultant warrants that it is ready, willing and able to perform as of the effective date of this Agreement to the full satisfaction of the City.

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

ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated into and made a part of this Agreement by reference.

ARTICLE 2. DEFINITIONS

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

"Acceptance" shall mean the issuance of a letter by City indicating its acceptance of a Deliverable.

"Acceptance Criteria" shall have the meaning given such term in Section 4.01.

"Acceptance Procedure" shall have the meaning given such term in Section 4.02.

"Account Manager" means the Key Employee of the Consultant who is assigned to the City upon execution of this Agreement and who is the primary contact for the City for all Requests for Service.

"Agreement" means this Pre-Qualified Consultant Pool Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Budget" shall mean the accepted Cost Proposal for the Services to be provided by the Consultant as set forth in a Proposal submitted in response to a Task Order Request.

"Commissioner" means the Commissioner of the City of Chicago, who is the chief executive of other participating City Departments, and any representative duly authorized to act on his or her behalf.

"Chief Information Officer" or **"CIO"** means the Chief Information Officer of the City of Chicago, who is the chief executive of the Department of Innovation and Technology, and/or any representative duly authorized to act on his behalf.

"Chief Procurement Officer" or **"CPO"** means the Chief Procurement Officer of the City of Chicago, who is the chief executive of the Department of Procurement Services, and/or any representative duly authorized to act on his behalf.

"City" means the City of Chicago.

"City Data" shall mean all data submitted to Consultant by City in connection with any Task Order, including all data which includes images and electronic information related to City employees, City customers, projects, property, payroll, human resources, budget, purchasing, grants, projects and all financial data.

"Confidential Information" of a party shall mean all confidential or proprietary information and documentation of such party, including with respect to the City, all City Data and other information of the City that is not permitted to be disclosed to third parties under local laws and regulations.

"Consents" shall mean all consents, approvals, authorizations, notices, requests, and acknowledgments that are necessary to allow the (a) City to use the Deliverables, (b) Consultant to perform the Services, and (c) Consultant to assign to the City all rights and title in the Deliverables.

"Consultant" means CATALYST CONSULTING GROUP, INC.

"Cost Proposal" means a cost Proposal prepared by the Consultant in response to a Task Order Request. An accepted Cost Proposal will be the Budget for the project.

"Deliverables" shall mean those tangibles to be provided by the Consultant as described in Section 3.01(C).

"Department" means the Department of Innovation and Technology (DoIT) or other participating City Departments.

"Documentation" shall mean all documentation, written materials, work papers, configurations, manuals, and other work product prepared by or on behalf of the Consultant, its Sub Consultants or agents in connection with providing the Services.

"Fully-Loaded Hourly Rates" shall mean that hourly rate, by particular type of worker, which includes all expenses of the Consultant except for the direct costs specifically set forth in a Task Order.

"Key Personnel" shall mean those positions and job titles and the persons assigned to those positions and job titles in accordance with the provisions of Section 3.03(B) of this Agreement.

"Notice-to-Proceed" means a written acceptance of a Proposal by both the CIO and CPO and direction to commence Services under a Task Order.

"Project Documents" means this Agreement, the Request for Service, the Task Order and any attachments to them.

"Project Manager" means the Consultant's staff member indicated on each Proposal as the person who will direct and coordinate the execution of the Task Order and who will be the primary contact with the Department.

"Proposal" means the detailed description of the Services to be provided by the Consultant in a response to a Task Order Request issued in accordance with Section 3.01(B). Unless otherwise indicated, references to Proposal will be deemed to include the applicable Cost Proposal.

"Provided Resources" has the meaning given in Section 3.02(A)(5).

"RFQ" shall mean that certain Request for Qualifications for Information Technology and Related Services for Various Scope Categories for the Department of Innovation and Technology.

"Risk Management Office" means the Risk Management Office in the City's Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Services" means, collectively, the services, duties and responsibilities described in the Project Documents and any and all work necessary to complete them or carry them out fully as required.

"Sub Consultant" means any person or entity with whom the Consultant contracts to provide any part of the Services. The term Sub Consultant also includes Sub Consultants of any tier, Sub Consultants of any tier, suppliers and material men, whether or not in privity with the Consultant.

"Task Order" means an approved Proposal, as modified by negotiation between the City and Consultant, signed by the CPO and issued pursuant to the Task Order procedures set forth in Exhibit 2.

"Task Order Request" or "TOR" means a written request from the CIO and the CPO for Consultants to prepare and submit a Proposal, including Cost Proposal for Services relating to a specific project, issued pursuant to the Task Order procedures set forth in Section 3.01B.

"Warranty Period" means the one year period following Acceptance, unless otherwise specified in the Project Documents.

"Work Product" shall include all finished and unfinished originals or copies (when originals are unavailable) of documents, screens, reports, writings, procedural manuals, forms, source and object code, work flow charts, methods, processes, data studies, plans, designs, transformed data, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, interfaces, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Consultant under this Agreement.

2.01 Incorporation of Exhibits

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

Exhibit 1	Scope of Services and Compensation Schedule
Exhibit 2	Insurance Requirements and Evidence of Insurance
Exhibit 3	Target Market Task Order Special Conditions Regarding Minority Business Enterprise Commitment and Women's Business Enterprise Commitment
Exhibit 4	Economic Disclosure Statement and Affidavit
Exhibit 5	List of Key Personnel
Exhibit 6	Contractual Requirements Related to HIPAA

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONSULTANT

3.01 Scope of Services

A. General

The type of Services which the Consultant may be requested to provide under this Agreement are those described in this Article 3 and Exhibit 1, which is attached to this Agreement and incorporated by reference as if fully set forth here, and all tasks necessary to complete such Services. The Consultant must provide Services in accordance with the standards of performance set forth in Section 3.02.

The Consultant is acting as an independent Consultant in performing under this Agreement and nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Consultant, or as constituting the Consultant or any officer, owner, employee or agent of the Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever.

B. Task Order Requests

1. Task Order Requests.

(a) From time to time the CIO and the CPO may issue Task Order Requests which are within the scope of this Pre-Qualified Consultant Pool Agreement. Task Order Requests, if any, will set forth the project for which Services are to be performed pursuant to the proposed Task Order and a desired completion date. Consultant must respond by proposing a time schedule, Budget, Deliverables, list of key personnel, and MBE/WBE involvement, all of which conform to the terms of the TOR and the terms and conditions of the

Pre-Qualified Consultant Pool Agreement. Consultant must not respond to any TOR not approved in writing by the Commissioner and the Chief Information Officer or designee and/or not within the scope of service for the category awarded in the Pre-Qualified Consultant Pool Agreement. Costs associated with the preparation of Task Order Proposals are not compensable under the Pre-Qualified Consultant Pool Agreement and the City is not liable for any additional costs.

In the event that a project is funded in whole or part with state or federal funds, the Task Order Request may also set forth additional conditions required by the particular source of funds and such additional conditions will become part of this Agreement with respect to that specific project. By accepting a Proposal in response to a particular Task Order Request, this Agreement will be deemed to have been amended to include such special conditions pursuant to Section 12.03 but with respect to that project only. The Consultant will not respond to Task Order Requests which are not within the scope of this Agreement.

Following Consultant's submission of a Proposal in response to the TOR, the Commissioner, the Chief Information Officer and the Chief Procurement Officer 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 scope or fee of the project and the project completion date. If the City and the Consultant negotiate the scope or fee of the project and the project completion date, the Consultant must submit a signed revised Task Order Proposal (based upon such negotiations) to the City for approval.

All Task Orders are subject to the approval of the Chief Procurement Officer and no Task Order will become binding upon the City until it is approved, in writing, by the Chief Procurement Officer. Absent approval of a Task Order by the Chief Procurement Officer, the City will not be obligated to pay or have any liability, under any theory of recovery (whether under the Agreement, at law or in equity), to Consultant for any Services provided by Consultant pursuant to a Task Order, or otherwise.

(b) The Task Order Request under this Agreement will fall into two basic categories: (1) Task Order Requests for Advice ("Advice TOR"); and (2) Task Order Requests for Results ("Results TOR"). Advice TOR will ask the Consultant to provide professional consulting services, advice and assist the City. Results TOR will ask the Consultant to complete or implement a project or task for the City, such that contract conformity will be measured by the achievement of acceptance criteria and functional specifications. All Task Order Request will specify Advice or Results type.

(c) The Consultant acknowledges and agrees that the City is under no obligation to issue any Task Order Requests to the Consultant; that the level of Services requested may vary by project; and that the City has entered into similar agreements with other Consultants and, in the CPO's sole discretion, the City may issue a Task Order Request to only one consultant or may issue the same Task Order Request to more than one consultant in order to obtain competitive Proposals.

2. Proposals.

(a) The Consultant will respond to a Task Order Request by submitting a Proposal to the Commissioner and the Chief Information Officer which describes the Consultant's approach and plan for performing those Services and contains a time schedule for completion of Services, Deliverables to be provided and a schedule for delivery, a staffing schedule, and a Cost Proposal, all of which conform to the

terms of the Task Order Request and the terms and conditions of this Agreement. Proposals will constitute irrevocable offers for a period of 60 calendar days after receipt by the City. Any and all costs associated with the preparation of Proposals will not be a reimbursable cost under this Agreement.

(b) Proposals satisfactory to the Commissioner must be accepted on behalf of the City by the CPO before binding the City and Consultant. The City's acceptance will be demonstrated by a Notice-to-Proceed and a Task Order, issued pursuant to the Task Order procedures set forth in Section 3.01B. The Consultant will not commence Services, and the City will not be liable for any costs incurred by or payments to the Consultant, without a Notice-to-Proceed so executed. All approved Proposals will be governed by the terms and conditions of the Project Documents. The Project Documents will be interpreted in the following order of precedence: the terms of this Agreement, Task Order Request, and Task Order (approved Proposal).

Notwithstanding anything to the contrary contained in this Agreement, if any Task Order contains terms that are inconsistent or conflict with this Agreement, or shift the risk allocation contemplated in this Agreement, such Task Order must be treated as an amendment pursuant to Section 12.03. Further, it is contemplated that each Task Order will include scopes of services setting forth the obligations of the Contractor under that Task Order, but the parties recognize that, depending upon the nature of the scope of services, the terms and conditions in this Agreement may not be appropriate for the undertaking contemplated by the Task Order. Therefore, any project for which the terms of this Agreement are deficient as a business and/or legal matter, such as, without limitation, deficient risk allocation provisions or licensing provisions given the nature of the project, must be done by amendment pursuant to Section 12.03.

(c) The Consultant acknowledges and agrees that the City either may select from among those Proposals submitted in response to a Task Order Request that Proposal which is in the best interests of the City or may reject any and all Proposals submitted in response to a Task Order Request. The Consultant further acknowledges and agrees that this Agreement and any Task Order may be subject to approval by other governmental agencies and that, if such approval is required, the Consultant will perform no Services relating to a Proposal until such approval is obtained.

3. Deadlines for Submittal of Proposals. Proposals will be submitted to the Commissioner no later than the date set forth in the Task Order Request and if no date is specified then no later than 15 business days following Consultant's receipt of the Task Order Request. Failure to provide a Proposal on a timely basis may result in rejection of the Proposal.

4. Negotiation Possible. The City reserves the right, at its option, either to accept a Proposal as submitted by the Consultant, reject the Proposal, or to negotiate a more satisfactory Proposal with one or more Consultants.

5. Notice to Proceed.

Consultant will commence its Services immediately upon receipt of an executed Notice to Proceed issued by the Chief Procurement Officer and/or Chief Information Officer or their authorized designee.

C. Deliverables

1. City Approval Required. In carrying out Services, the Consultant must prepare or provide

*Catalyst Consulting Group, Inc.
Specification # 06759
Contract PC # 27000*

Deliverables. Deliverables, include but are not limited to various written studies, procedural manuals, forms, source and object code, work flow charts, methods, processes, plans, designs, transformed data, data studies, interfaces, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Consultant under this Agreement. The City reserves the right to reject any and all Deliverables which in the sole judgment of the City do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, do not comply with federal, state, or local reporting requirements, or do not include all documents which are specified in this Agreement or the applicable Proposal or which are reasonably necessary for the purposes for which the City made this Agreement with Consultant or for which the City intends to use the Deliverables.

2. Partial Deliverables. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the Commissioner. Such Deliverables may not be considered as satisfying the requirements of this Agreement. Partial or incomplete Deliverables will in no way relieve Consultant of its commitments hereunder. Deliverables shall not include any work product or intellectual property that existed prior to this Agreement or is created for the general use of Consultant with clients and is not specifically created for the City.

D. Meetings and Project Meetings

The Consultant will meet regularly with the CIO or designee to discuss matters relating to outstanding Projects. In addition, at the CIO's request, the Consultant must attend other meetings with the City or other interested parties designated by the CIO. The CIO reserves the right to require the Consultant to track time and report progress performing Services in a format prescribed by the CIO upon written notice by the CIO.

3.02 Standard of Performance

A. General

1. Professional and Fiduciary. The Consultant will perform all Services required of it under this Agreement with that degree of skill and care normally shown by a professional performing Services of a comparable nature and scope. With respect to the Consultant's duties to the City, the Consultant will be deemed to be acting in a fiduciary capacity for the City and will be held to a fiduciary standard in performing its Services. Nothing contained in this Section, however, shall be construed to relieve Consultant of its obligations pertaining to a Proposal and a Task Order as set forth in Sections 3.01(B)(2) and 3.02(A)(2).

2. Satisfactory Performance. The Consultant will perform or cause to be performed all Services required by the Agreement in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, statutes, ordinances, regulations and standards applicable to this Agreement, and to the satisfaction of the Commissioner. The Consultant must at all times act in the best interests of the City consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement and will assure timely and satisfactory rendering and completion of its Services, including but not limited to Deliverables.

3. Qualified Personnel. The Consultant must assure that all Services which require the

exercise of professional skills or judgment must be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Consultant covenants with the City to furnish its best professional expertise and judgment in furthering the City's interests.

4. **Efficiency.** The Consultant agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost, if furnished on a time and material basis.

5. **Compatibility and Integration.** The Consultant must ensure that the Services, Deliverables, and other resources and materials (collectively, the "Provided Resources") that are provided by the Consultant to the City, incorporated by Consultant, or approved or recommended by Consultant for use by the City in connection with Services rendered via approved Task Orders, be fully compatible with, and must not materially and adversely affect, or be materially and adversely affected by each other or the other hardware, software, equipment, network components, systems, services and other resources that are owned or leased by, or licensed to the City, as of the Effective Date of the approved Task Order (collectively, City Resources"). At all times, Consultant must cooperate and work as requested with the other services providers of the City to coordinate the development and the provision of Services with the services and systems of such other service providers.

Such coordination shall include: (i) facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other services providers as is required for such problem resolution; (ii) providing information concerning any of all of the Provided Resources or the data, computing environment, and technology direction used in implementing and providing the Services; (iii) working with the City's other service providers in the implementation and integration of the Services with the City Resources in City's environment and the integration and interfacing of the services of such other service providers with the Services; (iv) providing reasonable access to and use of the Provided Resources; and (v) performing other reasonably necessary tasks in connection with the Services in order to accomplish the foregoing activities described in this sentence. In the event of any dispute between the parties as to whether a particular service or function falls within the scope of services to be provided by the City's third-party providers (or by the City itself), or within the scope of Services to be provided by the Consultant, such particular service or function shall be considered to be a part of the Services hereunder if it is consistent with, and reasonably inferable to be within, the scope of Consultant's work, as set forth in this Agreement, and it more reasonably would be associated with the scope for Consultant's work than with the scope of the services to be provided by such other service providers. If any of the foregoing requires the disclosure of any proprietary information or Confidential Information of Consultant to any third party, such third party shall be required to enter into a reasonable confidentiality agreement with the City, with terms substantially equivalent to those of this Agreement regarding the protection of Confidential Information.

B. Cooperation

The Consultant will at all times cooperate fully with the City, its agents, employees, consultants, and Sub Consultants; any other parties providing services with respect to this Agreement; and any interested governmental agency. The Consultant will at all times act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Consultant will make every effort to assure an orderly transition to another provider of the Services, if any; an orderly demobilization of its own operations in connection with the Services; uninterrupted provision of Services

during any transition period; and will otherwise comply with the reasonable requests and requirements of the Commissioner in connection with the termination or expiration.

C. Failure to Comply

If Consultant fails to comply with the above standards, Consultant will perform again, at its own expense, any and all Services required to be performed again as a direct or indirect result of such failure. The duty to perform again is in addition to and not a limitation on any other remedies available to the City under this Agreement, at law, or in equity.

D. Related Services

The parties have attempted to delineate in this Agreement and its Exhibits, and will attempt to delineate in each Task Order, the specific tasks, activities, and Services that will be performed by Consultant, and the specific Deliverables that will be provided by Consultant, in the Project. Nevertheless, and notwithstanding anything to the contrary herein, the parties acknowledge and agree that no such delineation may possibly be entirely exhaustive or complete and that all such delineations will be interpreted as illustrations of the general types and natures of Services and Deliverables that are to be provided by Consultant, rather than as complete and exhaustive lists of such Services and Deliverables. Notwithstanding anything to the contrary elsewhere in this Agreement or in any Task Order, the parties agree that the Services to be performed by Consultant with respect to any Project as a whole shall be deemed to include not only such delineated tasks, activities, and Services, but also such other tasks, activities, responsibilities, and services as are consistent with and reasonably related to those that are so delineated and are otherwise necessary to provide City with the requirements of this Agreement.

3.03 Personnel

A. Adequate Staffing

The Consultant will, immediately upon receiving a fully executed copy of this Agreement, assign during the term of this Agreement and any extension of it an Account Manager who will be the Consultant's designated person to receive Task Order Requests and to submit Proposals. If assigned a Project, the Consultant will, immediately upon receiving a fully executed Task Order, assign during the term of the Project an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The Consultant will identify such personnel and their positions in a staffing schedule which will be included in each Proposal.

B. Key Personnel

1. Minimum Requirements. The Consultant's Key Personnel under this Agreement will consist of an Account Manager who will be the contact person for the City and such other personnel as may be named for specific projects in the respective Proposal (see Exhibit 5 for the list of Key Personnel). Changes in the assignment of committed key personnel due to commitments not related to this Agreement are prohibited without the Commissioner's approval. Key personnel may also include other critical members of the project as specified in the Proposal.

2. No Substitutions. The Consultant will not reassign or replace Key Personnel without the written consent of the Commissioner which consent will not be unreasonably withheld. The CPO may at

any time in writing notify the Consultant that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel. Upon such notice the Consultant will immediately cease to assign that person or those persons to perform the Services and will replace him or them with personnel qualified to perform the function and acceptable to the Commissioner.

If any Key Personnel furnished by the Consultant to perform Services under this Agreement are unable to continue in the performance of assigned duties for reasons beyond the Consultant's control, the Consultant shall promptly notify the City, explaining the circumstances. Within 10 days of notification by either party of the need to replace Key Personnel, the Consultant must furnish to the City the name of the substitute person and any other information the City may require. If the City does not approve such substitute person, the Consultant must propose another substitute person within 5 days. Such 5-day cycle will be repeated for a reasonable period until a proposed replacement has been approved by the City or the City has declared an Event of Default.

C. Conduct on City's Premises

Consultant must exercise due care and diligence to prevent any injury to persons or damage to property while on the City's premises. The operation of vehicles by and Consultant personnel on City's property must conform to posted and other regulations and safe driving practices. Vehicular accidents on City's property and involving any Consultant personnel must be reported promptly to the appropriate City personnel. Consultant covenant that it and its Subcontractors, and their respective employees, agents and representatives (including all Consultant personnel), shall at all times comply with, and shall at no time take action that results in the City being in violation of, any federal, state, or local law, ordinance, regulation, or rule, including those regarding use or possession of contraband and those regarding confidentiality, privacy, security, or exportation.

D. Salaries and Wages

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

3.04 Minority and Women Business Enterprises

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("Municipal Code"), §§ 2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Target Market Special Conditions Regarding MBE/WBE Commitment for Task Order Contracts set forth in Exhibit 3. Consultant must provide evidence of being a City of Chicago certified MBE or WBE firm in the appropriate specialty area and commit with this Pre-Qualified Consultant

Pool Agreement to performing at least 50% of the awarded Task Order amount with their own workforces.

Consultant will provide a fully executed Schedule D-3 with each Task Order Proposal which indicates the individual M/WBE percentage goals established for each specific project at the Task Order level. A separate Schedule C-3 for each proposed M/WBE Sub Consultant will also be required at the Task Order level, and will become a part of the Project Documents upon acceptance by the Department Commissioner and CPO. The City reserves the rights to require replacement of any proposed M/WBE that is not certified by the City of Chicago and/or increase or decrease the M/WBE compliance participation based on the available pool of City of Chicago certified Minority and Women owned businesses.

Each Consultant will be required to submit an MBE/WBE Utilization Report, as included in Exhibit 3, and supporting documentation within ninety (90) days after award of Task Order and quarterly thereafter to the City of Chicago, Department of Procurement Services, Division of Contract Monitoring and Compliance, Room 403, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602. The MBE/WBE Utilization Reports must reflect actual amounts paid to each MBE/WBE to date based on percentages of total contract value.

3.05 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Consultant under this Agreement are property of the City, including, as further described in Section 3.06 below, all copyrights inherent in them or their preparation. During performance of its Services, Consultant is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Sub Consultant's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Consultant. If not restorable, Consultant must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 9.02.

3.06 Copyright Ownership

Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense under this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will, and will cause all of its Sub Consultants, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Consultant warrants to the City, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses,

exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

3.07 Records and Audits

A. Records

(i) Consultant must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Consultant fails to make such delivery upon demand, then Consultant must pay to the City any damages the City may sustain by reason of Consultant's failure.

(ii) Consultant must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Consultant must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 13.

B. Audits

(i) Consultant and any of Consultant's Sub Consultants must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Consultant must maintain records showing actual time devoted and costs incurred. Consultant must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that Consultant conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Consultant must maintain and make similarly available to the City detailed records supporting Consultant's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Consultant must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(v) The City may in its sole discretion audit the records of Consultant or its Sub Consultants, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this

Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Consultant or any of its Sub Consultants has overcharged the City in the audited period, the City will notify Consultant. Consultant must then promptly reimburse the City for any amounts the City has paid Consultant due to the overcharges and also some or all of the cost of the audit, as follows:

- (a) If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Consultant must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
- (b) If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Consultant must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Consultant to reimburse the City in accordance with subsection (a) or (b) above is an event of default under Section 11.01 of this Agreement, and Consultant will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.08 Subcontracts and Assignments

A. Consultant must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the CPO and the Commissioner. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the CPO, including approvals for the use of any Sub Consultants, operate to relieve Consultant of any of its obligations or liabilities under this Agreement.

B. All Sub Consultants are subject to the prior approval of the CPO. Approval for the use of any Sub Consultant in performance of the Services is conditioned upon performance by the Sub Consultant in accordance with the terms and conditions of this Agreement. If any Sub Consultant fails to perform the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Commissioner, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Consultant personally or through any other City-approved Sub Consultant. Any approval for the use of Sub Consultants in the performance of the Services under this Agreement under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement.

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

D. Consultant must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the CPO. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Consultant under this Agreement, without such prior written approval, has no effect upon the City.

E. Under § 2-92-245 of the Municipal Code, the CPO may make direct payments to Sub Consultants for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Consultant that amount directly. Such payment by the City to Consultant's Sub Consultant under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

F. The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

3.09 Confidentiality

A. All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Consultant under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Consultant must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Consultant by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Consultant must implement such measures as may be necessary to ensure that its staff and its Sub Consultants are bound by the confidentiality provisions in this Agreement.

B. Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

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

D. HIPPA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in Exhibit 6 will have the meaning as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160, 162, and 164. Consultant and all its subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E; the Standards for Electronic Transaction, which are located at 45 CFR parts 160

and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Consultant must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Consultant fails to comply with the applicable provision under the ACT or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

Additionally, if Consultant is a Business Associate it must comply with all requirements of the Act applicable to Business Associates including the provision contained in Exhibit 6.

3.10 City's Policies and Procedures

Consultant covenants that it, the Consultant personnel, Sub Consultants of Consultant and their respective employees, and all other agents and representatives of Consultant or its Sub Consultants, shall at all times comply with and abide by all policies and procedures of City (as such may exist or be revised or established by City from time to time) that reasonably pertain to Consultant in connection with Consultant's performance hereunder, including all such policies that pertain to conduct on City's premises, use or possession of contraband, or the access to, or security and confidentiality of, City's information technology, data, or resources, or related systems, networks, equipment, property, or facilities. No such policies shall override the express provisions of this Agreement relating to ownership of Consultant's proprietary information. Written copies of such policies and procedures shall be provided to Consultant by City upon request. Prior to performing Services hereunder, each of the Consultant personnel who will have access to City's data, software, or Confidential Information shall execute City's standard form confidentiality agreements. Consultant shall issue to each Consultant personnel appropriate access mechanisms (e.g., access IDs, passwords, and access cards), which mechanisms shall be used only by the specific individuals to whom issued. Consultant shall provide each Consultant personnel with only the level of access that is appropriate and required to perform the tasks and functions for which such person is responsible. Consultant shall, from time to time, and promptly upon City's request, provide City with an updated list of those Consultant personnel who have the highest level of access to City's systems, software and data. Consultant shall maintain and ensure the confidentiality and security of City's information systems, networks, software and data in accordance with the terms of this Agreement, and shall, in any event, treat all such materials with a level of security at least equivalent to that then being maintained by: (i) City with respect to such materials; and (ii) Consultant with respect to its own similar systems and data. Consultant shall cooperate with City in ensuring Consultant's compliance with the policies and procedures described in this Section 3.10, and any violations or disregard of such policies or procedures shall, in addition to all other available rights and remedies of City, be cause for denial of access or use by the applicable Consultant personnel to City's information systems, networks, equipment, property and facilities.

ARTICLE 4. RESULTS TOR ACCEPTANCE TESTING CRITERIA AND PROCEDURES

4.01 Development of Acceptance Test

Each Task Order Request will contain functional specifications and a general statement of acceptance criteria for the Deliverables ("General Acceptance Criteria"). After reviewing the Proposal, and prior to issuing the Notice-to-Proceed, the City will propose a detailed, comprehensive set of acceptance criteria for each Deliverable designed to objectively verify the performance of each Deliverable or the Deliverables as whole ("Detailed Acceptance Criteria"). The City and the Consultant will mutually agree upon the Detailed Acceptance Criteria. The Detailed Acceptance Criteria will be contained in the Project

Documents. As used here, the term "Acceptance Criteria" refers to the General Acceptance Criteria until the parties agree on the Detailed Acceptance Criteria and thereafter shall refer to the General Acceptance Criteria and the Detailed Acceptance Criteria, collectively.

4.02. Acceptance Procedures

A. Upon issuing a Notice-to-Proceed, the City will propose and the Consultant shall agree in writing on detailed, comprehensive acceptance procedures for the Deliverables ("Acceptance Procedures"). The Acceptance Procedures must include the provisions of this Section 4.02. Each submittal of a Deliverable by Consultant shall be accompanied by a written certificate from the Consultant that such Deliverable has met its Acceptance Criteria ("Completion Certificate"). Upon delivery of the Completion Certificate, the Consultant shall also provide a complete copy of the Deliverable to the City.

B. At the City's request, the Consultant will demonstrate to the City how the Deliverable meets or satisfies its Acceptance Criteria. The Consultant will conduct any additional review and/or testing of a Deliverable that the City requests in order to verify to its satisfaction that the Deliverable meets or satisfies the Acceptance Criteria. If the City determines that any submitted Deliverable does not perform the requirements specified by such Deliverable's Acceptance Criteria, the City will provide the Consultant with written notice specifying the identified failures. The Consultant must cure as promptly as possible any such failures and deficiencies and will apply necessary resources to perform such cure. After completing such cure, the Consultant must resubmit the Deliverable for review testing and must resubmit the Deliverable to the City along with a Completion Certificate. Disputes regarding claimed failures and deficiencies will be resolved pursuant to the disputes provision of Article 10.

ARTICLE 5. DURATION OF AGREEMENT

5.01 Term of Performance

This Agreement will take effect from _____, 2010 through December 31, 2015 or until the Agreement is terminated in accordance with its terms, whichever occurs first.

5.02 Timeliness of Performance

(a) Consultant must provide the Services and Deliverables within the time limits required under any Task Order pursuant to the provisions of Section 3.01 and Exhibit 1. **Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the required time limits may result in economic or other losses to the City.**

(b) Neither Consultant nor Consultant's agents, employees or Sub Consultants is entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

Consultant

ARTICLE 6. COMPENSATION

6.01 Basis of Payment

*Catalyst Consulting Group, Inc.
Specification # 66759
Contract PO # 210993*

Each Task Order Request will specify the basis of payment for the satisfactory performance of the Services requested and will either be lump sum, hourly rate, time and materials with a guaranteed maximum price or such other method as specified in the Task Order Request. In each case where the Consultant is to be compensated based on an hourly rate, the Budget will specify a maximum payment that cannot be exceeded without an amendment.

The City will pay Consultant for completed Services and accepted Deliverables based on the defined basis of payment and in accordance with the Compensation Schedule shown in Exhibit 1 for each TOR.

6.02 Budget for Services

As provided in Section 3.01, the Consultant will prepare a Cost Proposal as part of each Proposal. The Cost Proposal for each Proposal will be deemed approved upon approval of the Task Order. The Consultant will prepare its Cost Proposal in accordance with the basis of payment specified in the applicable Task Order Request, either lump sum, hourly rate, or time and materials with a guaranteed maximum price or such other method as specified in the Task Order Request. If a time and materials basis is specified, the Consultant will estimate the number of hours to complete the project and calculate the guaranteed maximum price based upon its Fully-Loaded Hourly Rates. A Cost Proposal which does not conform to the specified basis of payment may be cause for rejection of the Proposal.

6.03 Method of Payment

The method of payment depends on the basis of payment. The method of payment will be specified in the Task Order Request. Payment will be made using the following processes:

For lump sum compensation, the Consultant will submit periodic invoices which may prorate the lump sum on the basis of milestone Deliverables provided. For hourly rate compensation (time and materials), the Consultant will submit monthly invoices for the hours and direct costs incurred during the month and will explain any variances from the Budget.

The Project Documents will specify a percentage of the compensation that will be retained by the City from every invoice until all Deliverables have been accepted as provided in this Agreement ("Retainage"). In no event shall the Retainage be less than 10%. The Project Documents may specify a higher Retainage percentage.

All invoices will be submitted in a format and detail acceptable to the City. Upon request by the City, the Consultant will supply original time sheets, payroll registers, invoices, and such other documentation as may be necessary to support the amount invoiced. No invoices will be submitted for under \$500.00 unless they are submitted for final payment/project close-out. If Consultant has an invoice for less than \$500 and it is not the final payment/project close-out, the Consultant will hold the invoice and submit it the next time the total exceeds \$500.

The City will process invoices for payment within 60 days after receipt of properly completed and signed invoices accompanied by all necessary supporting documents verifying all costs related to each TOR.

6.04 Funding

*Catalyst Consulting Group, Inc.
Specification # 66759
Contract # 200903*

This is a Depends Upon Requirements (DUR) Agreement. The City is under no obligation to award any Task Orders pursuant to this Agreement. Any payments under this Agreement will be made from Fund No. 009-0100-0062005-0138-220138 and various other funds and are subject to the appropriation and availability of funds therein. The maximum amount to be encumbered under this fund for disbursement pursuant to this Agreement ("Maximum Compensation") for all categories shall not exceed \$6,000,000.00. Actual expenditures under this Agreement will depend upon requirements.

6.05 Non-Appropriation

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

6.06 Sub Consultant Payments

Consultant must submit a status report of Sub Consultant payments with each invoice for the duration of the Agreement on the "Sub Consultant Payment Certification" form required by the City. The form can be downloaded from the City's website at http://www.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The statement must list the following for Consultant and for each Sub Consultant and supplier for the period for which payment is requested:

- (i) Total amount invoiced by the Consultant for the prior month;
- (i) The name of each particular Sub Consultant or supplier utilized during the prior month;
- (ii) Indication if the Sub Consultant or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this Agreement;
- (iii) The Consultant /supplier number of each Sub Consultant or supplier;
- (iv) Total amount invoiced that is to be paid to each Sub Consultant or supplier.

If a Sub Consultant has satisfactorily completed its Services, or provided specified materials in accordance with the requirements of the Agreement, Consultant must pay Sub Consultant for such work or materials within fourteen (14) calendar days of Consultant receiving payment from the City.

ARTICLE 7. COMPLIANCE WITH ALL LAWS

7.01 Compliance with All Laws Generally

(a) Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 7, and Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Consultant must require all Sub Consultants to do so, also. Further, Consultant must execute an Economic Disclosure Statement and

Affidavit ("EDS") in the form attached to this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the EDS, Consultant's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Consultant must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

(b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

7.02 Nondiscrimination

(a) Consultant

Consultant must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups.

(i) Federal Requirements

Consultant must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Consultant's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Consultant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) **City Requirements**

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) **Sub Consultants**

Consultant must incorporate all of this Section 7.02 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Sub Consultants of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Consultant must furnish and must cause each of its Sub Consultant(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

7.03 Office of Compliance

Consultant understands and will abide by all provisions of Chapter 2-26 of the Municipal Code pertaining to the Office of Compliance.

7/04 Inspector General

It is the duty of any bidder, proposer or Consultant, all Sub Consultants, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Sub Consultant or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts must inform Sub Consultants of the provision and require understanding and compliance with it.

7.05 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary consultant conducts any business operations in Northern Ireland, the consultant must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 7.05. do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has

directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

7.06 Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

7.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Consultant has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Consultant and/or any Sub Consultant or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Consultant must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.

(b) Consultant's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2009, the Base Wage is \$11.03 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.

(d) Consultant must include provisions in all subcontracts requiring its Sub Consultants to pay the Base Wage to Covered Employees. Consultant agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by Consultant or by a Sub Consultant, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Consultant and/or Sub Consultants to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Consultant is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

7.08 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Consultant warrants and represents that it, and to the best of its knowledge, its Sub Consultants have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Consultant's or any subConsultant's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the CPO. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Consultant's and its Sub Consultants' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Consultant's eligibility for future contract awards.

7.09 Prohibition on Certain Contributions

Consultant agrees that Consultant, any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Consultant's Sub Consultants, any person or entity who directly or indirectly has an ownership or beneficial interest in any subConsultant of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Consultant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by Consultant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Consultant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Consultant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for Proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Consultant or the date Consultant approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Consultant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Consultant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Consultant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Consultant violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the CPO may reject Consultant's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Consultant is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

7.10 Firms Owned or Operated by Individuals with Disabilities

The City encourages consultants to use Sub Consultants that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

7.11 Deemed Inclusion

Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted will be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement will forthwith be amended to literally make such insertion; however, in no event will the failure to insert such provision(s) prevent the enforcement of this Agreement.

7.12 False Statements

(a) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, Proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(b) 1-21-020 Aiding and abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

ARTICLE 8. SPECIAL CONDITIONS

8.01 Warranties and Representations

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

(a) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

(b) warrants it is financially solvent; it and each of its employees, agents and Sub Consultants of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(c) warrants that it will not knowingly use the services of any ineligible Consultant or Sub Consultant for any purpose in the performance of its Services under this Agreement;

(d) warrants that Consultant and its Sub Consultants are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years

immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Consultant and, to the best of its knowledge, its Sub Consultants are not in violation of the provisions of § 2-92-320 of the Municipal Code, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 11.02 and 11.03 of this Agreement; and

(h) warrants and represents that neither Consultant nor an Affiliate of Consultant (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Consultant" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

a. Representations; Covenants

A. Consultant represents to the City that:

(i) it is a corporation duly incorporated, validly existing and in good standing under the laws of Illinois;

(ii) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and it is financially solvent;

(iii) the execution, delivery and performance of this Agreement have been duly authorized by the Consultant;

(iv) no approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by Consultant in order for it to enter into and perform its obligations under this Agreement;

(v) it has obtained all applicable permits, rights, and licenses required in connection with Consultant performing its obligations hereunder;

(vi) it and each of its employees, agents, Sub Consultants of any tier are skilled and experienced in the activity to be performed by such person and competent to perform the Services required under this Agreement;

(vii) its Proposal, including but not limited to its statements and representations that it holds itself to very high standards of quality and professionalism, was accurate at the time it was made and no material changes in it have been made nor will be made without notice to and the express written consent of the City;

(viii) it is not in default at the time of the execution of this Agreement and has not been deemed by the CPO with five years immediately preceding the date of this Agreement to be in default on any contract awarded by the City; and

(ix) it is not deemed to be ineligible and will not knowingly use the services of any consultant or consultant deemed to be ineligible for contracts by any federal, state, or local governmental agency for any purpose in the performance of its Services under this Agreement;

(x) it and, to the best of its knowledge, its Sub Consultants are not in violation of the provisions of § 2-92-320 of the Municipal Code, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(xi) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 11.01 and 11.02 of this Agreement; and

(xii) neither Consultant nor an Affiliate of Consultant (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Consultant" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

B. Consultant covenants to the City that:

(i) it will comply with all applicable federal, state, and local laws and regulations;

(ii) it will obtain all applicable permits, rights and licenses required in connection with the Consultant performing its obligations hereunder;

(iii) the Services and any software used by the Consultant in providing the Services and the Deliverables will not infringe upon the trademark, copyright, trade secrets or other proprietary rights of any third party; and

(iv) it will not, directly or through a third party, remove, alter, change or interface with the Deliverables for any purpose of preventing the City from utilizing the Deliverables.

b. Warranty

A. For Deliverables provided in response to a Results TOR, Consultant represents and warrants that:

1. The Deliverables when submitted to the City for Acceptance and for the duration of the Warranty Period will conform to the Acceptance Criteria, the specifications, Task Order Request and Documentation and will be free of errors or defects in design, material and workmanship.

2. The media furnished by the Consultant on which any of the Deliverables are furnished shall be free of defects in materials and workmanship under normal use for a period of 90 days from Acceptance. Contractor must, at its expense, replace any defective media within 10 days after the City notifies Consultant.

B. For Deliverables provided in response to an Advice TOR, Consultant represents and warrants that:

1. The Services provided hereunder shall be performed in a professional and workmanlike manner, in accordance with applicable professional standards.

2. The Deliverables provided under any Task Order will conform in all respects to the Task Order Request and Documentation and shall be free of errors or defects in design, material and workmanship.

3. The media furnished by the Consultant on which any of the Deliverables are furnished shall be free from defects in materials and workmanship under normal use for a period of 90 days from Acceptance. Consultant must, at its expense, replace any defective media within 10 days after the City notifies Consultant.

C. The Consultant represents and warrants that all Deliverables:

(i) correctly and accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and leap year calculations;

(ii) respond to two digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and pre-determined manner; and

(iii) store and provide output of date information in ways that are unambiguous as to century.

The foregoing warranties in this Subsection 8.01(C) will apply to the extent that other information technology, used in combination with the information technology supplied under any Task Order, properly exchanges date/time data with it.

If a Task Order requires that specific listed items must perform as a system in accordance with the foregoing warranties in this Subsection 8.01(C), then that warranty will apply to those listed items as a system.

D. The warranties contained in this section will continue for a period of one year ("Warranty Period") after Acceptance (unless otherwise specified in this section or the Project Documents). If the City notifies the Consultant, or the Consultant becomes aware, of any non-performance, error or defect covered by the foregoing warranties within the Warranty Period, the Consultant shall, at its expense, promptly correct such non-performance, error or defect, but in no event later than 30 days after notification by the City. Any repair or replacement of Deliverables or portions thereof will be additionally and automatically warranted as set forth herein. All warranties will survive inspection, acceptance and payment.

c. No Other Rights Limited

Nothing in the foregoing warranties will be construed to limit any other rights or remedies otherwise available to the City under this Agreement.

8.02 Ethics

(a) In addition to the foregoing warranties and representations, Consultant warrants:

(i) no officer, agent or employee of the City is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code .

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

(b) Consultant further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

8.03 Joint and Several Liability

In the event that Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Consultant will be the joint and several obligation or undertaking of each such individual or other legal entity.

8.04 Business Documents

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

8.05 Conflicts of Interest

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

B. Consultant represents that it, and to the best of its knowledge, its Sub Consultants if any (Consultant and Sub Consultants will be collectively referred to in this Section 8.05 as "Contracting Parties"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

C. Upon the request of the City, Contracting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Contracting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Contracting Parties' past or present clients. If Contracting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

D. Without limiting the foregoing, if the Contracting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for Proposals or bid specifications for a project, the Contracting Parties must not participate, directly or indirectly, as a prime, subConsultant or joint venturer in that project or in the preparation of a Proposal or bid for that project during the term of this Agreement or afterwards. The Contracting Parties may, however, assist the City in reviewing the Proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the Proposals or bids for that project.

E. Further, Contracting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in Section 3.09 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Contracting Parties' services for others conflict with the Services that Contracting Parties are to render for the City under this Agreement, Contracting Parties must terminate such other services immediately upon request of the City.

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

8.06 Non-liability of Public Officials

No official, employee or agent of the City will be charged personally by Consultant, or by any assignee or Sub Consultant of the Consultant, with any liability or expenses of defense or be held personally liable to them under any term of provision of this Agreement, or because of the City's execution or attempted execution, or because of any breach hereof.

8.07 EDS / Certification Regarding Suspension and Debarment

Consultant certifies, as further evidenced in the EDS attached as Exhibit 4, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, Proposals, contracts and subcontracts. If Consultant or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

8.08 Payment Card Industry Data Security Standard

Consultant shall at all times during the Term of this Agreement be compliant with the Payment Card Industry ("PCI") Data Security Standard to the extent applicable to the Services and shall be responsible for the security of the payment cardholder data in its possession. Consultant shall provide City such information as the City may reasonably require regarding Consultant's compliance with such PCI requirements, including, at a minimum, an annual certificate of compliance by Consultant with the PCI Data Security Standard. In the event of Consultant's non-compliance with the PCI Data Security Standard, Consultant will promptly perform, at Consultant's expense, all curative measures necessary to remedy such non-compliance.

For further details regarding this standard go to:

https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml

8.09 Information Technology Accessibility Standards

Consultant shall at all times during the Term of this Agreement be compliant with the Illinois Information Technology Accessibility Act to the extent applicable to the Services. In the event of Consultant's non-compliance with the Information Technology Accessibility Act, Consultant will promptly perform at Consultant's expense, all curative measures necessary to remedy such non-compliance.

Further details regarding these standards are currently available at:

<http://www.dhs.state.il.us/page.aspx?item=32765>

ARTICLE 9. RISK MANAGEMENT

9.01 Consultant's Insurance

Consultant must provide and maintain at Consultant's own expense, until contract completion and during the time period following completion if Consultant is required to return and perform any additional work, the insurance coverages and requirements specified in Exhibit 2, insuring all operations related to the Agreement.

9.02 Indemnification

A. General Indemnification

1. Consultant must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

- (a) injury, death or damage of or to any person or property;
- (b) Consultant's failure to perform or cause to be performed Consultant's promises and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Sub Consultant;
- (c) the City's exercise of its rights and remedies under Section 11.02 of this Agreement; and
- (d) injuries to or death of any employee of Consultant or any Sub Consultant under any workers compensation statute; and
- (e) infringement or alleged infringement by any part of the Consultant's Deliverables of any patent or copyright or other proprietary rights.

2. "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Consultant's breach of this Agreement or to Consultant's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Sub Consultants or licensees.

3. At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

4. To the extent permissible by law, Consultant waives any limits on its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

5. The indemnities in this section survive the expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Consultant's performance of Services beyond the term. Consultant acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Consultant's duties under this Agreement, including the insurance requirements in Exhibit 2 of this Agreement.

B. Proprietary Rights Indemnification

1. In addition to the foregoing, in the event of any claim, action, suit or proceeding relating to infringement or alleged infringement of any patent or copyright or other proprietary rights, the Consultant will: (i) successfully defend such, or (ii) obtain the right for the City to continue using the infringing product or proprietary property, or (iii) modify the Consultant's Deliverables at Consultant's cost to make it non-infringing, without material loss of function or utility and without a material increase in operating costs, or (iv) replace the infringing Consultant material with materials containing at least equivalent functionality as the infringing Consultant material.

ARTICLE 10. DISPUTES

Except as otherwise provided in this Agreement, Consultant must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the CPO for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Consultants and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Consultant by mail. The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The Consultant will not withhold performance of any Services and the City will not withhold any undisputed payments during the dispute resolution period. The CPO's written determination must be complied with pending any judicial review of the dispute.

ARTICLE 11. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

11.01 Events of Default

A. Defined

The following constitute events of default:

1. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.
2. The Consultant's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:
 - a. Inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - b. Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination;
 - c. Failure to have and maintain all professional licenses required by law to perform the Services;

- d. Failure to timely perform the Services;
 - e. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
 - f. Discontinuance of the Services for reasons within Consultant's reasonable control;
 - g. Failure to promptly update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate; and
 - h. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.
3. For Services or Deliverables provided in response to an Advice TOR:
- a. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the satisfactory performance of the Services;
 - b. Failure to perform the Services in accordance with the standard of performance required by this Agreement or to the level specified in the Task Order then in effect;
 - c. Failure to promptly perform again Services which were rejected as erroneous or unsatisfactory;
 - d. Discontinuance of Services for reasons within Consultant's reasonable control;
4. For Deliverables provided in response to a Results TOR:
- a. Failure to meet the functional specifications and/or Acceptance Criteria for any one or more Deliverables within the time frame specified in the Task Order;
 - b. Failure to meet or comply with the warranty provisions contained herein.
 - c. Failure to promptly perform again Services which were rejected as erroneous or unsatisfactory;
 - d. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the satisfactory performance of the Services;
5. Any change in ownership or control of the Consultant without the prior approval of the CPO (when such prior approval is permissible by law), which will not be unreasonably withheld.
6. The Consultant's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Consultant acknowledges and

agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

7. Consultant's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the CPO, it indicates a willful or reckless disregard for City laws and regulations.
8. Consultant's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under Section 7.01.

B. Declaration of Default

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

The CPO will give Consultant written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the CPO gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The CPO may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 11.01 and Article 13, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

11.02 Remedies

A. General

1. If the Consultant has failed to cure a default within the period granted by the CPO, or the CPO has declared an event of default, the City may invoke any or all of the following remedies:
 - a. The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the City would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Consultant under this Section 11.02.
 - b. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City.

- c. The right to seek specific performance, an injunction or any other appropriate equitable remedy.
 - d. The right to seek money damages.
 - e. The right to withhold all or any part of the Consultant's compensation.
 - f. The right to declare the Consultant non-responsible in future contracts with the City.
 - g. The right to declare the Consultant in default under existing City contracts.
2. In addition, upon the giving of notice of a declaration of default under an Advice TOR as provided herein, the City may invoke any or all of the following remedies:
- a. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Consultant, either directly or through others.
 - b. The right to require the Consultant to discontinue any Services and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.
3. In addition, upon the giving of notice of a declaration of default under a Results TOR as provided herein, the City may:
- a. Obtain the Results by contracting to purchase results in substitution for those to be obtained under the Results TOR and recovering from the Consultant as damages the difference between the cost of cover and the Budget, together with any incidental or consequential damages.
 - b. Receive the difference between the value of the Results actually furnished and the value of the Results if they had been as warranted.
 - c. Recover its incidental damages resulting from the Contractor's breach including those expenses reasonably incurred in inspection and receipt of goods rightfully rejected, and in connection with effecting cover and any other reasonable expense incident to the delay or other breach.

B. City's Reservation of Rights

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

C. Remedies Nonexclusive

*Catalyst Consulting Group, Inc.
Specification # 06759
Contract PO # 200903*

The remedies under the terms of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy will be cumulative and will be in addition to any other remedies, existing now or hereafter, at law or equity. No delay or omission to exercise any right or power accruing upon any event of default will impair any such right or power nor will it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

11.03 Early Termination

(a) In addition to termination under Sections 11.01 and 11.02 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Consultant. The City will give notice to Consultant in accordance with the provisions of Article 13. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 13 of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

(c) Consultant must include in its contracts with Sub Consultants an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the City resulting from any Sub Consultant's claims against Consultant or the City.

(d) If the City's election to terminate this Agreement for default under Sections 11.01 and 11.02 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 11.03.

11.04 Suspension

The City may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the CPO and such equitable extension of time as may be mutually agreed upon by the CPO and Consultant when necessary for continuation or completion of Services. Any

additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 6 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice to the City may treat the suspension as an early termination of this Agreement under Section 11.03.

11.05 Right to Offset

(a) In connection with Consultant's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:

- (i) if the City terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- (ii) if the City exercises any of its remedies under Section 11.02 of this Agreement;
- (iii) if the City has any credits due or has made any overpayments under this Agreement.

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

(b) As provided under § 2-92-380 of the Municipal Code, the City may set off from Consultant's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Consultant to the City as those italicized terms are defined in the Municipal Code.

(c) In connection with any liquidated or unliquidated claims against Consultant, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Consultant unrelated to this Agreement. When the City's claims against Consultant are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Consultant to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

ARTICLE 12. GENERAL CONDITIONS

12.01 Entire Agreement

A. General

The Consultant acknowledges that this Agreement, and the Exhibits attached to and incorporated in the Agreement, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations will be implied or impressed upon this Agreement that are not expressly addressed in the Agreement.

B. No Collateral Inducements

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

C. No Omissions

The Consultant agrees that it was given ample opportunity and time to review and was asked by the City to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review those documents; and that either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, that Consultant expressly relinquishes the benefit of any omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission.

12.02 Counterparts

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

12.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Consultant and by the Mayor, Comptroller, and CPO of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 12.03.

Whenever under this Agreement Consultant is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to Consultant's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

12.04 Governing Law and Jurisdiction

This Agreement will be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Consultant irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The Consultant agrees that service of process on the Consultant may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant. If any action is brought by the Consultant against the City concerning this Agreement, the action will only be brought in those courts located within the County of Cook, State of Illinois.

12.05 Severability

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

12.06 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit its provisions. Words of any gender will be deemed and construed to include correlative words of the other gender. Words importing the singular number will include the plural number and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any exhibits or documents entered into in accordance with the terms and conditions of such exhibit or document. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

12.07 Contract Documents

In the event of any inconsistency or conflict between the terms and conditions of Articles 1 through 14 of this Agreement and the Exhibits of this Agreement, the Articles of this Agreement will prevail.

12.08 Assigns

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

12.09 Cooperation

*Catalyst Consulting Group, Inc.
Spec No # 06759
Contract # 21093*

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

12.10 Waiver

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

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

12.11 Independent Consultant

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

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

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

(ii) Consultant is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Consultant.

12.12 Electronic Ordering and Invoicing

With Copies to: Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

and

Department of Law
Room 610, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Consultant: Catalyst Consulting Group, Inc.
211 W. Wacker Dr., Suite 450
Chicago, IL 60606
Attention: Travis Bloomfield

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Article 13.

Notices delivered by mail will be deemed received three (3) days after mailing in accordance with this Section. Notices delivered personally will be deemed effective upon receipt.

ARTICLE 14. AUTHORITY

14.01 City Authority

This Agreement is entered into by the City in accordance with the Municipal Purchasing Act for cities of 500,000 or more population, as contained in 65 ILCS 5/8-10-1 et seq., as amended, and with the Municipal Code of Chicago, as amended.

14.02 Consultant's Authority

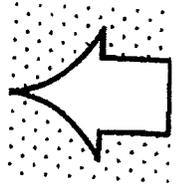
Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, and the signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached to this Agreement and incorporated by reference. If this Agreement is executed by an officer other than the chief executive officer of the Consultant, the Consultant will provide a certified resolution of its Board of Directors, if a corporation, granting such officer specific authority to sign this Agreement or general authority to sign agreements of this nature and scope.

[Signature Pages, Exhibits and Schedules follow.]

*Catalyst Consulting Group, Inc.
Specification # 66759
Contract PC # 21803*

SIGNATURE PAGE

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement on the date first set forth above, at Chicago, Illinois.



CITY OF CHICAGO

By: Richard M. Daley *by mty*
Mayor

Steve M. [Signature]
Comptroller

[Signature]
Chief Procurement Officer

CATALYST CONSULTING GROUP, INC.

By: [Signature]
President (or Authorized Officer)

Title: Managing Principal

Attested by: Travis Bloomfield
Corporate Secretary

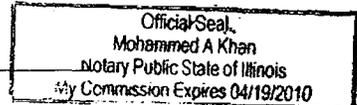
Subscribed and sworn to before me this 9th day of December, 2009

by Scott Hillert, President and Travis Bloomfield,

Corporate Secretary of Catalyst Consulting Group, Inc.

[Signature]
Notary Public Signature

My Commission Expires: _____



Specification No. 66759
Contract No. 20098

ACKNOWLEDGMENT

Consultant, CATALYST CONSULTING GROUP, INC., acknowledges that the following provisions are incorporated into the Contract as if fully set forth in the body of the Contract:

The Consultant understands and will abide by the terms of Chapter 2-55 of the Municipal Code of Chicago.

The Consultant will comply with Section 2-154-020 of the Municipal Code of Chicago.

Failure by the Consultant or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Contract.

I Have Authority to Execute this Acknowledgment on Behalf of Consultant and Do So:

Consultant: _____

By: Arvind K. Talwar

Signature of Authorized Officer*

Name: Arvind K. Talwar

Title: Managing Principal / CEO

Date: 7-21-2010

*Note: In the event that this Acknowledgment is signed by other than the President of the Consultant, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign this Acknowledgment for the Consultant.

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on this 21ST day of JULY, 2010, by MOHAMMED A KHAN as President (or other authorized officer) of PUBLIC NOTARY (Corporation Name).

Mohammed A Khan
Notary Public Signature

Commission Expires: 4/19/14 (Seal)



AFFIDAVIT

Catalyst Consulting Group, Inc. (the "Affiant"), hereby certifies and declares as follows:

1. Neither the Affiant nor any Controlling Person (as defined below) of the Affiant has ever been convicted or in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, or of a criminal offense of whatever degree, involving:

- (a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the City of Chicago (the "City") or of any Sister Agency (as defined below); or
- (b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the City or any Sister Agency; or
- (c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section 1.

2. Neither the Affiant nor any Controlling Person of the Affiant has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c), inclusive, of Section 1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.

3. Neither the Affiant nor any Controlling Person of the Affiant is charged with or indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section 1 above. Such ineligibility shall remain in effect until final adjudication is made with respect to such felony or criminal offense.

As used herein, "Controlling Person" shall mean any person who (1) is an officer, director, limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2) owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in any business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under this section, using substantially the same management, ownership or principals as the ineligible entity.

As used herein, "Sister Agency" shall mean (1) the Board of Education of the City of Chicago; (2) Chicago Park District; (3) Chicago Transit Authority; (4) Community College District No. 508, Cook County, Illinois; (5) Chicago Housing Authority; or (6) the Public Building Commission of Chicago.

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

Catalyst Consulting Group, Inc.
(Print or type name of Affiant)

By: /

Arvind K Talwar
(Sign here)

Arvind K Talwar
(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) JULY 21ST 2010, at COOK County,
ILLINOIS (State).

Mohammed A Khan Notary Public.

Commission expires: 4/19/14.



SIGNATURE PAGE

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement on the date first set forth above, at Chicago, Illinois.

CITY OF CHICAGO

By: Richard M. Daley *by mtd*
Mayor

Stacy M. [Signature]
Comptroller

[Signature]
Chief Procurement Officer

CATALYST CONSULTING GROUP, INC.

By: [Signature]
President (or Authorized Officer)

Title: Managing Principal

Attested by: Travis Bloomfield
Corporate Secretary

Subscribed and sworn to before me this 9th day of December, 2009

by Scott Hillert, President and Travis Bloomfield,

Corporate Secretary of Catalyst Consulting Group, Inc.

[Signature]
Notary Public Signature

My Commission Expires: _____



Search Results: 18 Record(s) found.

Specification Number equals 66759

Contract (PO) # Specification #	Award Amount	Award Date	Vendor Name	Commodity or Service Department
25932 66759	\$6,000,000.00	12/29/2011	BLACKWELL GLOBAL CONSULTING LLC	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES- CATEGORY 1: APPLICATION DEVELOPMENT; 3: DATABASE SUPPORT & ONGOING MAINTENANCE; 4: IT INFRASTRUCTURE DESIGN & 5: MANAGEMENT CONSULTING. TRANSFER AGREEMENT FROM PO # 20094 DEPT OF BUSINESS & INFORMATION SERVICES
20095 66759	\$6,000,000.00	10/08/2010	COLLABRALINK TECHNOLOGIES, INC	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES - CATEGORY 1: APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE DEPT OF BUSINESS & INFORMATION SERVICES
20102 66759	\$6,000,000.00	10/07/2010	INDUSA TECHNICAL CORP.	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES- CATEGORY 3: DATA BASE SUPPORT & ONGOING MAINTENANCE DEPT OF BUSINESS & INFORMATION SERVICES
20105 66759	\$6,000,000.00	10/07/2010	NEXT GENERATION, INC.	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES- CATEGORY 3: DATA BASE SUPPORT & ONGOING MAINTENANCE DEPT OF BUSINESS & INFORMATION SERVICES
20098 66759	\$6,000,000.00	10/04/2010	CATALYST CONSULTING GROUP	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES- CATEGORY 1: APPLICATION DEVELOPMENT, SUPPORT AND ONGOING MAINTENANCE; CATEGORY 3: DATABASE SUPPORT AND ONGOING MAINTENANCE; CATEGORY 5: MANAGEMENT CONSULTING DEPT OF BUSINESS & INFORMATION SERVICES
20108 66759	\$6,000,000.00	10/04/2010	SENRYO INC	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES- CATEGORY 1: APPLICATION DEVELOPMENT; CATEGORY 3: DATA BASE SUPPORT & ONGOING MAINTENANCE DEPT OF BUSINESS & INFORMATION SERVICES

20103 66759	\$6,000,000.00	10/04/2010	INTELLISYS TECHNOLOGY, INC.	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES- CATEGORY 1: APPLICATION DEVELOPMENT; CATEGORY 3: DATA BASE SUPPORT AND ONGOING MAINTENANCE DEPT OF BUSINESS & INFORMATION SERVICES
20104 66759	\$6,000,000.00	08/31/2010	CITY TECH INC.	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES- CATEGORY 1: APPLICATION DEVELOPMENT; CATEGORY 2: GIS APPLICATION DEVELOPMENT; CATEGORY 5: MANAGEMENT CONSULTING DEPT OF BUSINESS & INFORMATION SERVICES
20112 66759	\$6,000,000.00	08/13/2010	FOSTER GROUP, INC	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES- CATEGORY 5: MANAGEMENT CONSULTING DEPT OF BUSINESS & INFORMATION SERVICES
20097 66759	\$6,000,000.00	08/13/2010	BRONNER GROUP, LLC.	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES- CATEGORY 3: DATABASE SUPPORT & ONGOING MAINTENANCE; CATEGORY 5: MANAGEMENT CONSULTING DEPT OF BUSINESS & INFORMATION SERVICES
20113 66759	\$6,000,000.00	08/13/2010	VIVA USA, INC	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES- CATEGORY 1: APPLICATION DEVELOPMENT; CATEGORY 3: DATABASE SUPPORT & ONGOING MAINTENANCE; CATEGORY 4: IT INFRASTRUCTURE DESIGN; CATEGORY 5: MANAGEMENT CONSULTING DEPT OF BUSINESS & INFORMATION SERVICES
20094 66759	\$6,000,000.00	08/09/2010	BLACKWELL CONSULTING SERVICES, INC.	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES- CATEGORY 1: APPLICATION DEVELOPMENT; 3: DATABASE SUPPORT & ONGOING MAINTENANCE; 4: IT INFRASTRUCTURE DESIGN & 5: MANAGEMENT CONSULTING DEPT OF BUSINESS & INFORMATION SERVICES

20110 66759	\$6,000,000.00	08/09/2010	SYNCHRONOUS- SOLUTIONS, INC	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES- CATEGORY 3: DATA BASE SUPPORT & ONGOING MAINTENANCE; CATEGORY 5: MANAGEMENT CONSULTING DEPT OF BUSINESS & INFORMATION SERVICES
20100 66759	\$6,000,000.00	08/09/2010	ELECTRONIC KNOWLEDGE INTERCHANGE	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES- CATEGORY: 1 APPLICATION DEVELOPMENT; 3: DATA BASE SUPPORT & ONGOING MAINTENANCE; & 5: MANAGEMENT CONSULTING DEPT OF BUSINESS & INFORMATION SERVICES
20106 66759	\$6,000,000.00	07/12/2010	NORTHRIDGE GROUP, INC.	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES- CATEGORY 5: MANAGEMENT CONSULTING DEPT OF BUSINESS & INFORMATION SERVICES
20109 66759	\$6,000,000.00	07/02/2010	ADVANCE ELECTRONIC INSTRUMENTS	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES- CATEGORY 2: GIS APPLICATION DEVELOPMENT; CATEGORY 5: MANAGEMENT CONSULTING DEPT OF BUSINESS & INFORMATION SERVICES
20096 66759	\$6,000,000.00	07/02/2010	ASEN COMPUTER ASSOC. INC	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES- CATEGORY 3: DATABASE SUPPORT & ONGOING MAINTENANCE DEPT OF BUSINESS & INFORMATION SERVICES
20099 66759	\$6,000,000.00	07/02/2010	CLARITY PARTNERS, LLC	TARGET MARKET MASTER AGREEMENT FOR IT CONSULTING SERVICES- CATEGORY: 1 APPLICATION DEVELOPMENT; 2: GIS APPLICATION DEVELOPMENT; 3: DATA BASE SUPPORT & ONGOING MAINTENANCE; 4: IT INFRASTRUCTURE DESIGN; & 5: MANAGEMENT CONSULTING DEPT OF BUSINESS & INFORMATION SERVICES

EXHIBIT 1

Scope of Services

Cook County Government



Bureau of Technology General Business License Phase II

Task Order No. 1430-14111

July 27, 2015

Version 4 - Final

Submitted by:

Catalyst Consulting Group, Inc.
211 West Wacker Drive, Suite 450
Chicago, Illinois 60606
312.629.0750 (main)
312.629.0751 (fax)
www.catconsult.com

CATALYST
CONSULTING GROUP, INC.

Section 2.0 – Project Overview

2.1 PROJECT BACKGROUND

Cook County Government provides its residents with vital services. It is a predominately urban county in the northeastern section of the State of Illinois that contains more than 800 local governmental units within its boundaries. With a population of approximately 5.2 million people, it is the second most populous county in the nation (2010 US Census) and the nineteenth largest government in the United States.

Cook County contains over 130 municipalities within its boundaries, including the City of Chicago, which is the County seat where the central offices of Cook County are located. The City of Chicago and the suburban municipalities account for approximately 90% of the County's 956 square miles, while unincorporated areas account for the remainder. The unincorporated areas of the County are under the jurisdiction of the Cook County Board of Commissioners. Overall, there are over 1.8 million parcels and more than 12,000 centerline miles of roadway.

As mandated by State law, County government has principal responsibility for the protection of persons and property, the provision for public health services and the maintenance of County highways. Beginning in 1997, Cook County has successfully researched, planned, designed and implemented an enterprise GIS with the intention of delivering data to and improving the services of its constituent agencies and moreover, to enhance and streamline the taxpaying public's access to vital information. This established GIS administers and coordinates land-based information across all County agencies utilizing a geography accurately developed from a photogrammetric base, in conjunction with sophisticated information management tools. The GIS is the vehicle that regulates internal data and work flows as regards spatial information, enables the development of higher-level applications, and provides long-term and stable management.

The Cook County Board of Commissioners passed a General Business License (GBL) ordinance, where unincorporated Cook County businesses are required to obtain GBL licenses. Internally there are several department checks that are required to approve a GBL application. Cook County Department of Revenue (DOR) and the Bureau of Technology (BOT) have worked together with an outside vendor to develop a system to handle the management of GBL application process. The GBL application is a web based application for the general public to apply for general business licenses. It integrates with the Microsoft Dynamic CRM for the County staffs to process the applications. The system has been running in production. Currently, enhancements to the existing system are requested to be made to enhance the end user experience and the efficiency of internal procedure.

2.2 PROJECT DESCRIPTION

Catalyst will provide the following ten enhancements to the GBL application:

1. Interface between GBL application with GIS

2. GBL Application Auditing
3. GBL end-user dashboard
4. Exempt from Obtaining a GBL
5. Payment Status of all non-sufficient funds (NSF) besides “pending” and “complete”
6. Specifying a Decision before Adding Notes in CRM
7. New Data Field of Customer Number for Building and Zoning
8. Data Retrieval from Previous Application of Same PIN
9. Reporting Requirements
10. User Security
11. Every data fields that applicants enter will need to be capitalized on first letter and lower case on the rest of the words
12. When printing licenses, delete the DBA name if company name is same as DBA (doing business as).
13. Add a caption instructing applicants not to enter same name in DBA field as the company name.
14. Remove link on old ID# that take them to the payment page. Currently, a returning user is able to see their see their old ID# when applying for a renewal. If they click on the old ID#, a summary screen takes them to the payment coupon screen where they are able to remit pay; however the information is for the previous year, not the current one. We want to eliminate that process and direct them to apply for the current year. The old ID# should be for informational purposes only.

Section 3.0 – Project Scope

3.1 SOLUTION OVERVIEW

3.1.1 Interface between GBL Application with GIS Overview

Currently, GBL applicants are prompted for a Property Index Number (PIN) during the license application process/module. This PIN will be passed to the County GIS web services to automatically determine the applicant's address and zoning information. This information will be used to validate the need of a GBL for businesses and to populate the Contact page during the GBL application process if a GBL is required. An interface between the GBL application and the County GIS will need to be developed for this purpose.

Assumptions:

- ❖ Geographic Information System (GIS) data will be provided via web service. Specifically, the following web service methods will be exposed:
 - GetPINIncorporatedStatus
 - Input: 14-digit PIN
 - Output: Incorporated Status (Unincorporated, Incorporated, or PIN not Found)
 - GetPINAddress
 - Input: 14-digit PIN
 - Output: Address Information (Street Number, Street Direction, Street Name, City, State, Zip)
 - GetPINZoningDistrict
 - Input: 14-digit PIN
 - Output: Zoning District (e.g. Residential R-1 to R-8 Commercial C-1 to C-8, Industrial I-1 to I-4 & Public Land P-1 & P-2)
- ❖ The current workflow will require revisions.
- ❖ Catalyst will be provided access to service for testing.
- ❖ Since a single account may have multiple associated businesses and each business may have multiple locations, pulling a PIN lookup/validation process to earlier steps presents a significant effort in implementation and testing.

Proposed Solution

Catalyst will need to create a beginning page to prompt for a Property Tax ID (PIN) to be entered before the GBL account registration to validate the need of applying for a general business license based on whether the business is within the unincorporated Cook County boundaries. Entering the PIN at the beginning of the GBL process is a change in where PIN is currently being requested during the GBL application process.

The same PIN validation functionality will be utilized if an applicant already has a GBL account. After an applicant logs in, a PIN can be entered to validate the need of applying for GBL before starting the GBL application process.

The location of the PIN being prompted needs to be moved to a new location on the GBL web interface.

Also, the Contact Location data fields will be populated based on the PIN entered during the GBL application process.

3.1.2 GBL Application Auditing Overview

Currently, changes of the GBL data fields are not tracked after the application has been submitted. In order to track such DOR-initiated changes, it is requested that changes of all fields be logged and viewed, as well as logging the user who made the change and the time of modification.

Assumptions:

- ❖ Modifications to a GBL application's attributes will be captured by the auditing functionality.
- ❖ This will involve a large amount of client side JavaScript and testing.
- ❖ Changes to the GBL data fields will require adding another entity, configuration, and executing code before a GBL application update will be made to calculate the differences between a record being saved and a snapshot of the record currently in CRM.

Proposed Solution

A new GBL application audit CRM entity will need to be created in order to store the various changes which are made to a GBL application entity. The changes which pertain to a specific GBL application may be tracked by viewing a list of related audit records via the GBL application CRM. There are approximate 25 data fields to be audited.

3.1.3 GBL End-User Dashboard Overview

A new end-user dashboard is needed to provide detailed application status information to the general business license applicants for each of their applications. Currently, each of the six agencies/departments will approve or deny each application and provide comments of their decision, and the applicants do not have a single view to see these approval/denial statuses. The new user dashboard will display the acceptance/denial status from each of the six agencies/departments along with comments if applicable.

Assumptions:

- ❖ Detail regarding an application's status will be provided with respect to each agency during the review process.
- ❖ There will be approximately five (5) data fields on the dashboard: agency, agency's contact, status, comments.
- ❖ The end-user dashboard will be "display only" functionality on a single page through pulling existing data from CRM.

- ❖ This functionality will require filtering and preprocessing data, UI changes, and styling.

Proposed Solution

A new end-user dashboard page or pop-up will need to be developed. Upon clicking on an application's overall status value, a popup window will display each agency's approval recommendation value. In addition to agency recommendations, the popup will display agency-specific comments regarding the application.

3.1.4 Exempt from Obtaining a GBL in CRM Overview

In some cases, the Department of Building and Zoning and Public Health may determine that a business can be exempt from obtaining a GBL during the course of reviewing an application. They need an ability to exempt the application and halt the application from being further processed by other agencies/departments in CRM.

Assumptions:

- ❖ This could potentially be a workflow instead of a button that is initiated by Building & Zoning agency on a specific GBL application entity. Sending an e-mail will naturally integrate as a step in the workflow.
- ❖ This will require discussion between Catalyst and the County to determine the best solution.
- ❖ Attributes that should be changed will need to be determined in order to change them and make an application exempt to allow a business to download an exempt certificate.

Proposed Solution

Add an Exempt Button for Building and Zoning and Public Health in their respective CRM screen for this functionality. Exempt applications by the Department of Building and Zoning or Public Health will immediately be removed from the review queues of other agencies/departments. Status of the application will be changed to reflect the exempt decision. Applicants will be notified via email automatically generated by the system.

3.1.5 Payment Status of "Refund Pending" and "Refund Complete" Overview

In some cases, there is a need to refund payments to applicants. Refund statuses need to be specified in the existing payment status field by clicking on a Refund button. Refund status can be in "pending" state when checks are being processed or in "complete" state when the refund process has been completed. A refund date will also need to be manually entered in.

Assumptions:

- ❖ Validation will need to be added to require refund date if payment status is changed to one of the refund values.

- ❖ This will require discussion between Catalyst and the County.
- ❖ The GBL application status after a refund is made will need to be determined.

Proposed Solution

The existing data field of “payment status” will be utilized. Two new values of “Refund Pending” and “Refund Complete” will be added to this field.

A date field needs to be created for refund date. A Refund button will need to be created and should be put somewhere on the application review page as seen below.

Upon users clicking the Refund button, users will be allowed to select an option of “Refund Pending” or “Refund Complete”. The payment status will be displayed.

3.1.6 New Data Field for Building and Zoning’s Customer Number Overview

All businesses operating in unincorporated Cook County have to establish Business Occupancy with the Department of Building and Zoning. By applying and paying a fee, applicants get into the B&Z database and are given a customer number. B&Z would inspect them annually. It is requested that this customer number be entered on the GBL application when applying for GBL. This would be very helpful in reviewing and approving GBL applications.

Assumptions:

- ❖ This will need to be properly integrated with the PIN lookup, determining zone and data retrieval from previous applications.
- ❖ We will need to keep in mind when users have not been issued a customer number yet and are going through home based occupancy questionnaire for the first time.

Proposed Solution

Add a 10-digit alpha-numeric data field in GBL for Businesses operating in all Zones to enter the Customer Number. All zones means Commercial, Industrial and Public land & Open Land Districts. In Residential Zones they attest to the Home based business Occupancy statements listed in the memo provided earlier.

A corresponding data field needs to be created and displayed in CRM for County staff to review the application.

3.1.7 Data Retrieval from Previous Application of Same PIN for GBL Renewal Overview

In case where an applicant is trying to renew a GBL for a previously applied PIN, the data used from the old application will need to be retrieved and automatically populated to the new application based on the PIN entered.

Assumptions:

- ❖ Currently, at the beginning of the application process a blank application is created and populated with reference to contact, business, and location. The remaining fields are required to be manually entered by the user. The application has the ability to lookup previous applications by PIN and prepopulate a majority of the data in the new application. This will result into many fields prepopulated on the page when user walks through the process in application wizard. The “Save and Exit” logic, which allows to leave the page and continue application at a later time, will require updates.
- ❖ Catalyst will need information on when a new application is considered instead of renewal for the same PIN.
- ❖ Catalyst will need to work with the County to determine which fields will be left blank instead of being prepopulated.

Proposed Solution

A new beginning page will be created at the beginning of the GBL application where PIN is prompted. This page will also be utilized for applicants to select the option of renewing an application or applying for a new one. Upon GBL applicants entering PIN, these data, including but not limited to, needs to be populated based from the old application: Name, address, contact person, phone number, business information

3.1.8 Specifying a Decision before Adding Notes in CRM Overview

Currently, County staff are allowed to add notes in CRM without specifying a decision of approval or denial when processing applications. This does not complete the processing of an application. A new business rule is required so that CRM users can specify a decision of approval or denial in the *General tab* prior to being able to add notes in the *Notes tab*.

Assumption:

- ❖ It may be possible to make the notes field read-only until the application status has changed to approved or denied.

Proposed Solution

In the current application, notes do not carry any process specific meaning. Notes in the present state are simply generic notes. There are dedicated application approval and denial workflows that require entering and resolving specific issues with comments.

3.1.9 Reporting Requirements Overview

New reports are requested to be developed to meet the need of the County. There are approximate twelve suggested fields for each of the following reports. The 13 fields include (subject to change): Name, Business Name, GBL Number, Address, Status, Receipt#, Amount Paid, PIN#, Original Date of Application, Payment Method, Payment Status, Payment Date, and Application Status Date.

Create Deactivated accounts report / CSV
Create Refund reports / CSV
Create items in the Queue reports / CSV
Create Exempt Reports / CSV
Create Businesses with citations report / CSV (Be able to flag accounts with that DOR has issued a citation on)
Active Accounts / CSV
Denied Accounts / CSV – add an additional fields of “Denying User Agency”
Create NSF Report / CSV
Create Wage Theft Report /CSV

Assumption:

- ❖ Designing the reports directly on a CRM machine may involve complications.

Proposed Solution

Catalyst will design the reports directly on a CRM machine through a remote desktop session.

3.1.10 User Security Overview

Currently user security is limited as users are not set up in roles for security control. Users who review GBL applications are set up as Admins to run the workflows in CRM. To enforce proper security of user authorities, users need to be set up appropriately based on their responsibilities.

Assumption:

- ❖ Catalyst has previously set up the appropriate roles. However, there may need to be additional modifications after discovery with the County.
- ❖ Troubleshooting may require significant effort.

Proposed Solution

Functionality of roles needs to be created so that user roles can be set up by County users. Control should be set in the levels of functionalities and by access rights like view, create, edit, and delete.

Below are suggested security levels (subject to change):

- ❖ Admin User - Access to all parts of the system
- ❖ Supervisor User – View, print, search, run workflow, add record, approve/deny application, add comments, approve/deny refund request, approve/deny waiver request, grant refund, grant wavier, add exempt, add payment, void payment and email customer

- ❖ Agency User – View, print, search, run workflow approve/deny application, add comments and email customer
- ❖ DOR – View, print, search, run workflow approve/deny application, add comments, add record, update account, request for refund, request for waiver, request for void payment and email customer

Section 4.0 – Project Governance

4.1 PROJECT METHODOLOGY

Catalyst has extensive capabilities and experience with software implementation project management. For all projects, Catalyst bases their project management methodology on the Project Management Body of Knowledge (PMBOK), 5th Edition, published by the Project Management Institute.

The Catalyst project management methodology is based on two guiding principles:

- ❖ Catalyst has an earnest commitment to executing sound project management processes as the foundation for achieving the project objectives.
- ❖ Catalyst recognizes the responsibility to streamline the processes and procedures, making them as simple as possible for the project team to execute while continuing to work toward a positive outcome.

Project Governance

This section identifies the groups that provide the authority for the successful execution of the GBL Phase II project. These groups are categorized as:

- ❖ *External Governance*—Those groups and individuals external to the project team who are responsible and provide the authority for successful execution of the project.
- ❖ *Internal Governance*—The individuals within the project team responsible for the successful execution of the project.
- ❖ *Project Oversight*—Independent reviewers of the project, its work products, and of project status.

External Governance and Project Oversight

External governance focuses on:

- ❖ Communications between the project team and external stakeholders, decision-makers, and constituents.
- ❖ Decision-making and issue resolution for escalated items that cannot be resolved within the project team.
- ❖ Identifying and fulfilling project support needs from external organizations.
- ❖ Evaluating and recommending disposition of change requests.

The Catalyst team project director reports directly to the County project manager. All members of the External Governance organizations filter through the County project manager to the Catalyst team project director.

Internal Project Governance

Internal project governance is provided by the Catalyst team project manager with support from the Project Management Office. Catalyst proposes a diverse team of experienced professionals for the development and implementation of the GBL Phase II enhancements. The Catalyst team is divided into three key components:

- ❖ *Project Management Office (PMO)*—Responsible for the leadership of the Catalyst team and serving as the primary point of contact to the County
- ❖ *Functional Team*—Primarily responsible for bringing Microsoft Dynamics CRM functional expertise and leveraging that experience in working closely with the County subject matter experts in the determination and specification of the system functional requirements. The functional team will also be developing and delivering system documentation later in the project lifecycle. In the interim, the functional team will be supporting the technical team through activities such as supporting the system design from a usability perspective and verifying that the requirements are adequately and completely reflected in the testing activities.
- ❖ *Technical Team*—Responsible for the technical architecture, design, development, and implementation of GBL Phase II project. The technical team will also be responsible for performing the testing of the solution, once developed.

4.2 PROJECT APPROACH

Catalyst will provide an agile approach to deliver the requested ten (10) modifications. Catalyst will work with the County to perform 10 iterations/sprints. Each iteration will consist of planning, development, testing, and a release. Catalyst will perform iterations by the highest priority items first.

Catalyst will work cohesively with the County team to provide project management oversight of the following project phases:

- ❖ Phase 1 - Project Initiation and Planning
- ❖ Phase 2 - Development
- ❖ Phase 3 - Testing and Implementation
- ❖ Phase 4 – Project Closeout

Phase 1 - Project Initiation and Planning

The key objective of the Initiation and Discovery Phase is to review the current technology and operating environment with the County. The Catalyst team is keenly aware of the need to develop a system that accurately reflects the needs of the County. Tasks proposed for this phase include:

- ❖ Execution of a kickoff meeting
- ❖ Validate project objectives and County business needs
- ❖ Revise scope of work, if needed
- ❖ Provide a project schedule
- ❖ Revise schedule, if needed

- ❖ Project Planning

The Catalyst team will work with the County to perform the following activities:

Milestones/Deliverables

- ❖ Project Schedule
- ❖ Sprint Release Plan
- ❖ Requirements Definition
- ❖ Implementation Plan

Phase 2 - Development

Catalyst will work with the County to perform the following activities:

- ❖ Sprint Development
- ❖ Sprint Review

Milestones/Deliverables

- ❖ Interface between GBL application and GIS
- ❖ GBL Application Auditing
- ❖ GBL End-User Dashboard
- ❖ Exempt from Obtaining a GBL in CRM
- ❖ Payment Status of “Refund Pending” and “Refund Complete”
- ❖ New Data Field for Building and Zoning’s Customer Number
- ❖ Data Retrieval from Previous Application of Same PIN for GBL Renewal
- ❖ Specifying a Decision before Adding Notes in CRM
- ❖ Reporting Requirements
- ❖ User Security

Phase 3 - Testing and Implementation

Catalyst will work with the County to perform the following activities:

- ❖ Requirements traceability
- ❖ User acceptance testing
- ❖ Update the User Manual and project documentation
- ❖ Deploy sprints

Milestones/Deliverables

- ❖ Updates User Manual
- ❖ Source Code
- ❖ Technical Documentation
 - Comments in the code
 - Stored procedures
 - SSIS packages

- ❖ CRM Objects, business logic, workflows
- ❖ Database and related objects
- ❖ Testing data completed and documented

Phase 4 – Project Closeout

During Phase 4 of the project, the Catalyst team will also make sure that the County has received all final documentation written during the project. Finally, the County will sign off on the completion of the project. Closing a project is necessary because it ensures that both the County and the Catalyst team do not have outstanding items that are unknown to the other party.

Milestones/Deliverables

- ❖ Final Project Documentation
- ❖ Project Signoff Form

4.3 CRITICAL SUCCESS FACTORS

In order to mitigate an identified risk (s) you need the following critical success factors:

- ❖ Executive Support - To help assist and drive risk prioritization
- ❖ Project Governance and Communications
- ❖ Resource Commitment & Continuity
- ❖ Clearly defined ownership and accountability for all project tasks
- ❖ Manage Project Scope to Budget
- ❖ Adequate and timely VPN access will be provided

4.4 PROJECT ASSUMPTIONS

- ❖ The Catalyst team will work collaboratively with the County to gain timely access to project stakeholders and leaders to acquire needed information and data to carry out proposed tasks and deliverables.
- ❖ The County will provide adequate staffing and take a lead role in and user acceptance testing in the timeframes agreed to in the detailed work plan.
- ❖ On-site workspace or VPN access, adequate for up to three individuals, will be available, including access to file, print and internet services. During the project, Catalyst will work with the County to determine how many individuals (and which individuals) need access at different stages of the project.

Section 5.0 – Project Implementation Methodology, Activities and Deliverables

5.1 PROJECT MANAGEMENT

Catalyst has extensive capabilities and experience with software implementation project management. For all projects, Catalyst bases their project management methodology on the Project Management Body of Knowledge (PMBOK), 5th Edition, published by the Project Management Institute.

The Catalyst project management methodology is based on two guiding principles:

- ❖ Catalyst has an earnest commitment to executing sound project management processes as the foundation for achieving the project objectives.
- ❖ Catalyst recognizes the responsibility to streamline the processes and procedures, making them as simple as possible for the project team to execute while continuing to work toward a positive outcome.

Project Governance

This section identifies the groups that provide the authority for the successful execution of the GBL Phase II project. These groups are categorized as:

- ❖ *External Governance*—Those groups and individuals external to the project team who are responsible and provide the authority for successful execution of the project.
- ❖ *Internal Governance*—The individuals within the project team responsible for the successful execution of the project.
- ❖ *Project Oversight*—Independent reviewers of the project, its work products, and of project status.

External Governance and Project Oversight

External governance focuses on:

- ❖ Communications between the project team and external stakeholders, decision-makers, and constituents.
- ❖ Decision-making and issue resolution for escalated items that cannot be resolved within the project team.
- ❖ Identifying and fulfilling project support needs from external organizations.
- ❖ Evaluating and recommending disposition of change requests.

The Catalyst team project director reports directly to the County project manager. All members of the External Governance organizations filter through the County project manager to the Catalyst team project director.

Internal Project Governance

Internal project governance is provided by the Catalyst team project manager with support from the Project Management Office. Catalyst proposes a diverse team of experienced professionals for the development and implementation of the GBL Phase II enhancements. The Catalyst team is divided into three key components:

- ❖ *Project Management Office (PMO)*—Responsible for the leadership of the Catalyst team and serving as the primary point of contact to the County
- ❖ *Functional Team*—Primarily responsible for bringing Microsoft Dynamics CRM functional expertise and leveraging that experience in working closely with the County subject matter experts in the determination and specification of the system functional requirements. The functional team will also be developing and delivering system documentation later in the project lifecycle. In the interim, the functional team will be supporting the technical team through activities such as supporting the system design from a usability perspective and verifying that the requirements are adequately and completely reflected in the testing activities.
- ❖ *Technical Team*—Responsible for the technical architecture, design, development, and implementation of GBL Phase II project. The technical team will also be responsible for performing the testing of the solution, once developed.

5.2 PROJECT TIMELINE AND PLAN

Through close collaboration with the GBL project leadership, the Catalyst team will jointly develop a schedule that defines the timeline of the GBL project and presents the tasks, durations, and dependencies needed to accomplish the plan. The timeline for the GBL Phase II project will be approximately six months.

The GBL project team coordination requires a structured process to confirm the team develops baselines, maintains, and reports the status against the project schedule. The GBL project schedule management process follows the principles of effective schedule development and control, while pragmatically balancing the cost of alternative approaches against the benefits provided. A preliminary project schedule is provided below. A finalized project schedule will be completed after project kickoff.

Task Name	Duration
Phase 1 - Project Initiation & Planning	18 days
❖ Kickoff Meeting	1 day
❖ Scope Validation	8 days

❖ Project Documentation (Project Schedule, Sprint Release Plan, Requirements, Implementation Plan)	10 days
Phase 2 - Development	80 days
❖ Sprint Planning	5 days
❖ Sprint 1 Development	10 days
❖ Sprint 1 Review, Testing, and Development	5 days
❖ Sprint 2 Development	10 days
❖ Sprint 2 Review, Testing, and Development	5 days
❖ Sprint 3 Development	10 days
❖ Sprint 3 Review, Testing, and Development	5 days
❖ Sprint 4 Development	10 days
❖ Sprint 4 Review, Testing, and Development	5 days
❖ Sprint 5 Development	10 days
❖ Sprint 5 Review, Testing, and Development	5 days
Phase 3 - Testing and Implementation	35 days
❖ Catalyst Testing	7 days
❖ UAT Testing	8 days
❖ Bug Fixes and Final Modifications	13 days
❖ Final Documentation Revisions	13 days
Phase 4 - Project Closeout	1 day
❖ Final Documentation	1 day
❖ Project Closeout	1 day

5.3 VENDOR AND COUNTY ROLES AND RESPONSIBILITIES

The Catalyst roles provide are depicted in the chart below.

Catalyst Roles
Delivery Executive - 1
Project Manager - 1
Business Analyst - 1
Software Engineer - 2

A project requires extensive teamwork and collaboration from both the Catalyst and the County. Catalyst will rely on the County resources to partner with the Catalyst team for numerous activities related to the GBL enhancements. County resource requirements include:

Cook Roles	Description
Stakeholder(s) - TBD	Decision-making and issue resolution for escalated items that cannot be resolved within the project team. Identification and fulfillment of project support needs.
Project Manager - 1	The County project manager will serve as the primary point of contact for the Catalyst Project Manager and will be considered the first point of communication for project and resource related decisions and issues.
User Acceptance Testing Group - TBD	UAT testers will test entire processes as a single unit to verify proper integration of the various business functions.
System Administrator/IT Personnel	The Catalyst team will rely on a minimum of one County System Administrator. This individual must be available from project initiation through project completion. This individual will participate in: <ul style="list-style-type: none"> o Day-to-day support and maintenance. o Discovery, design, configuration, knowledge transfer and training.

5.4 REQUIREMENTS VALIDATION AND MANAGEMENT

The project kickoff meeting will initiate the project. During this meeting, the formal Project Document will be reviewed and the information verified. The Project Document is a detailed description of the scope of work that was detailed in the proposal/RFP response.

All persons involved in the project should be present at the project kickoff meeting. Resources from both organizations will be assigned their roles as well as all contact information will be documented during the meeting to ensure free communication.

5.4.1 Requirements Management Process Overview

The requirements management process is a systematic approach to identify, document, organize, communicate, and manage changes in the requirements applicable to the GBL application. A well-implemented requirements management process provides a central information repository, which includes requirements, their attributes, status, and other management information pertinent to the project.

5.5 QUALITY ASSURANCE

Catalyst applies rigorous quality assurance/quality control processes to our work. For each project, we review the documentation contained within our corporate methodology framework and develop tailored documentation specific to the project and the needs of the client. It is important to develop project specific documentation as many of our projects and/or clients have specific requirements that we must ensure are reflected in the project processes. The project specific documentation becomes the guide that Catalyst practitioners follow while working on the project, the actual processes that will be enforced throughout the life of the project.

Quality Management is based on three guiding principles:

- ❖ Catalyst has an earnest commitment to executing sound project management processes as the foundation for achieving the project objectives.
- ❖ Catalyst recognizes the responsibility to streamline the processes and procedures, making them as simple as possible for the project team to execute while continuing to work toward a positive outcome.
- ❖ Catalyst supports the philosophy of prevention over inspection, which means that the cost of preventing mistakes is much less than the cost of making and correcting them.

The Catalyst quality assurance and quality control processes applied to our projects, include the following:

- ❖ *Specification of Applicable Standards*—Involves specification of the standards on which project quality assurance and quality control activities are based. We typically base our activities on the Project Management Body of Knowledge (PMBOK), 5th Edition, published by the Project Management Institute.
- ❖ *Identification of Roles and Responsibilities*—Presents the roles and responsibilities of Catalyst and client team members, where applicable, in the application of quality assurance and quality control processes.
- ❖ *Specification of the Quality Management Approach*—Presents specific processes and metrics used to assess process and product quality on the project, including the following:

- ♦ *Quality Planning*—The process of identifying quality requirements and/or standards for the project and product, identifying relevant quality metrics, creation of quality checklists, conducting lessons learned to foster continuous improvement, and documenting how the project will demonstrate compliance.
- ♦ *Process Quality Assurance*—The monitoring of specific project process results to determine whether the team is performing to relevant quality standards and the identification of actions to correct unsatisfactory performance.
- ♦ *Product Quality Assurance*—The planned and systematic pattern of all actions necessary to provide adequate confidence that an item or product conforms to established technical requirements. This includes the presentation of:
 - Product quality assurance review types (examples: desk check, peer review, and inspection).
 - Specification of which types of review to conduct for each project work product (examples: status reports, project management plans, source code, training materials, and system documentation).
- ♦ *Other Quality Assurance Activities and Processes*—The other forms of quality assurance activities including:
 - *Organizational Change Management (Satisfaction Surveys)*—Defined and presented in the Organizational Change Management Plan, if applicable.
 - *Testing (Unit, Integration, System, Performance, and User Acceptance)*—Defined and presented in the Test Management Plan, if applicable.
- ❖ *Specification of the Quality Management Metrics*—Provides information on the development, application, and reporting of quality management metrics to the quality management activities and processes.

5.6 CONTRACT PERFORMANCE REVIEW AND ACCEPTANCE

5.6.1 Project Closeout

After a closeout session, the BOR will sign off on the completion of the project. Closing a project is necessary because it ensures that both the County and Catalyst do not have outstanding items that are unknown to the other party. Close out and review session dates will be in accordance with the project plan depicted after the kick-off meeting. Individuals required for the closeout session will include the following;

- ❖ Catalyst Project Manager
- ❖ County Stakeholder(s)/Project Sponsor
- ❖ County Project Manager

5.6.2 Final Project Lessons Learned Expectations

Throughout the project, lessons are learned and opportunities for improvement are discovered. As part of a continuous improvement process, documenting lessons learned helps the project team discover the root causes of problems that occurred and avoid those problems in later project stages or future projects.

Both teams will document lessons learned throughout the project. The objective of keeping track of lessons learned is gathering all relevant information for better planning of later project stages and future projects, improving implementation of new projects, and preventing or minimizing risks for future projects. Prior to project closeout, both teams will meet to review the lessons learned throughout the project.

**This will be a budget pending activity.

Section 6.0 – Key Personnel

Below, we offer a brief glimpse of each team member.

Mr. Timothy Smith, Delivery Executive/Project Manager, is the Director of Technical Services within Catalyst with a focus on infrastructure management. Mr. Smith has over 17 years of general business, project management, and technical consulting experience in both public and private sectors and is an accomplished technologist who has spent many years “in the trenches” conducting hands-on technical engagements. Mr. Smith provides his clients a unique blend of “real-world” technical experience with an organized and detailed management approach. His core competencies and business acumen focus on the servicing of clients by providing executive oversight on overarching technology based initiatives. Currently, Mr. Smith is leading the Catalyst team at the Chicago Department of Aviation where the team is providing an array of services support for custom Web-based software that includes visual paging and flight information displays systems; support for MS-SQL and Oracle database platforms; development, design, and implementation of Web-based applications; support for Internet/Intranet services; support for video systems; and other tasks as identified by CDA.

Mr. Alex DeVries, Software Engineer, has been responsible for architecting, developing, and supporting a multitude of applications for clients such as Cook County Bureau of Technology, Cook County Clerk, Cook County Treasurer, Cook County Health and Hospitals System, Illinois State Board of Elections, Chicago City Colleges, Chicagoland Entrepreneurial Center, and Archdiocese of Chicago. His delivered applications have extensively utilized Microsoft .NET, SharePoint, CRM, and SQL Server technologies. Mr. DeVries previously worked on the GBL application.

Mr. Alexei Boukirev, Software Engineer, has over 20 years experience as a software designer and engineer and possesses extensive knowledge of relational databases, client/server, and Web technologies. Mr. Boukirev served as the lead designer/developer of a voter registration client/server application. In this capacity, he designed the application that keeps track of registered county voters, voting history, and administrative information such as districts, precincts, and addresses. Mr. DeVries previously worked on the GBL application.

Ms. Laura Kiker, Business Analyst/Tester, has strong problem-solving, analytical, written and oral communication skills, excellent reading comprehension skills and the ability to quickly identify key information, proficiency analyzing data, and utilizing large, complex databases, effective interpersonal skills and ability to work well both independently and in a team environment, and maintains the ability to manage concurrent tasks and meet deadlines.

EXHIBIT 2

Schedule of Compensation

Section 11.0 – Final Pricing

11.1 TOTAL PROJECT COST

Catalyst will invoice monthly on a time and material basis. We have included our pricing by phase below:

Phase 1 - Project Initiation and Discovery			
Key Personnel	Hours	Loaded Hourly Rate	Total
Timothy Smith, Project Manager	40	\$148	\$5,920
Alex DeVries, Software Engineer	32	\$138	\$4,416
Alexei Boukirev, Software Engineer	24	\$138	\$3,312
Laura Kiker, Business Analyst	60	\$128	\$7,680
Phase Total	148		\$21,328

Phase 2 - Development			
Key Personnel	Hours	Loaded Hourly Rate	Total
Timothy Smith, Project Manager	40	\$148	\$5,920
Alex DeVries, Software Engineer	147	\$138	\$20,286
Alexei Boukirev, Software Engineer	157	\$138	\$21,666
Laura Kiker, Business Analyst	40	\$128	\$5,120
Phase Total	362		\$52,992

Phase 3 - Testing and Implementation			
Key Personnel	Hours	Loaded Hourly Rate	Total
Timothy Smith, Project Manager	8	\$148	\$1,184
Alex DeVries, Software Engineer	16	\$138	\$2,208

Alexei Boukirev, Software Engineer	16	\$138	\$2,208
Laura Kiker, Business Analyst	80	\$128	\$10,240
Phase Total	120		\$15,840

Phase 4 -Project Closeout			
Key Personnel	Hours	Loaded Hourly Rate	Total
Timothy Smith, Project Manager	16	\$148	\$2,368
Alex DeVries, Software Engineer	4	\$138	\$552
Alexei Boukirev, Software Engineer	4	\$138	\$552
Laura Kiker, Business Analyst	16	\$128	\$2,048
Phase Total	40		\$5,520

Total Project	
Phase	Total
Phase 1 - Project Initiation and Discovery	\$21,328
Phase 2 - Development	\$52,992
Phase 3 - Testing and Implementation	\$15,840
Phase 4 - Project Closeout	\$5,520
Additional Consulting	\$15,870
Project Total	\$111,550

11.2 ADDITIONAL CONSULTING HOURS

Additional Hours			
Key Personnel	Hours	Loaded Hourly Rate	Total
Timothy Smith, Project Manager	20	\$148	\$2,960
Alex DeVries, Software Engineer	40	\$138	\$5,520
Alexei Boukirev, Software Engineer	35	\$138	\$4,830
Laura Kiker, Business Analyst	20	\$128	\$2,560
Phase Total	115		\$15,870

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment and MBE/WBE Utilization Plan

I. POLICY AND GOALS

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

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

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement are 35% MBE/WBE participation.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

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

A. MBE/WBE Utilization Plan

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

1. Letter(s) of Intent

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

Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

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

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

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

2. Letter(s) of Certification

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

- County of Cook
- City of Chicago

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

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

3. Joint Venture Affidavit

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

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient

evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

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

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

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

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this section should be directed to:
 Contract Compliance Director
 Cook County
 118 North Clark Street, Room 1020
 Chicago, Illinois 60602
 (312) 603-5502



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

January 20, 2016

Ms. Shannon E. Andrews
118 N. Clark Street
Chief Procurement Officer
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1430-14111
General Business License Phase II
Bureau of Technology

Dear Ms. Andrews:

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

Bidder: Catalyst Consulting Group, Inc.
Bid Amount: \$111,550.00
Contract Goal: 35% overall MBE/WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Catalyst Consulting Group, Inc.	MBE (8)	Cook County	100% (Direct)

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ate

Cc: Nicole Large, Office of the Chief Procurement Officer
Melissa Reed, Bureau of Technology

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Catalyst Consulting Group, Inc.
Address: 211 West Wacker Drive, Suite 450, Chicago, IL 60606
E-mail: tsmith@catconsult.com
Contact Person: Timothy Smith Phone: 312-499-2246
Dollar Amount Participation: \$ \$111,550
Percent Amount of Participation: 100 %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Catalyst Consulting Group, Inc.
Address: 211 West Wacker Drive, Suite 450
City/State: Chicago, IL Zip: 60606
Phone: 312-629-0750 Fax: 312-629-0751
Email: tsmith@catconsult.com

Certifying Agency: Cook County Contract Compliance
Certification Expiration Date: January 20, 2016
FEIN #: 36-3826522
Contact Person: Timothy Smith
Contract #: 1430-14111

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor: _____

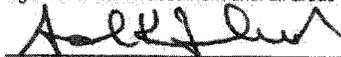
The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

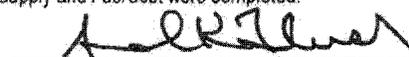
GBL Application Enhancement, Project Management, Testing

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:
Payment to be made within five (5) business days of receipt of payment from the County. \$111,550 (100%)

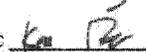
(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.


Signature (MWBE)
Arvind K. Talwar
Print Name
Catalyst Consulting Group, Inc.
Firm Name
2-1-16
Date


Signature (Prime Bidder/Proposer)
Arvind K. Talwar
Print Name
Catalyst Consulting Group, Inc.
Firm Name
2-1-16
Date

Subscribed and sworn before me
this 1st day of February, 2016
Notary Public 

Subscribed and sworn before me
this 15th day of February, 2016
Notary Public 



PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

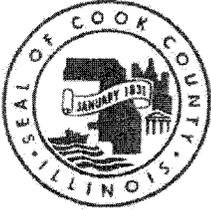
- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**
- (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSIEN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

ELIZABETH ANN DOODY GORMAN

17th District

January 29, 2015

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

Annual Certification Expires: January 29, 2016

Dear Mr. Talwar:

Congratulations on your continued eligibility for Certification as a Minority Business Enterprise MBE by Cook County Government. This MBE Certification is valid until January 29, 2020.

As a condition of continued certification during this five (5) year period, you must file a "No Change Affidavit" within **sixty (60) days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such changes.

Cook County Government may commence action to remove your firm as a MBE vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

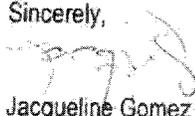
Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/ or Veteran Business Enterprise in the area(s) of specialty:

TECHNOLOGY: IT CONSULTING-MANAGEMENT & METHODS ANALYSIS, WEBSITE DEVELOPMENT, GIS SYSTEMS, BUSINESS PROCESS RE-ENGINEERING

Your firm's participation on County contracts will be credited toward MBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward MBE goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,


Jacqueline Gomez
Contract Compliance Director

JG/ehw

2020

CONTRACT NO. 1430-14111

EXHIBIT 4

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2015

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

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

PRODUCER Southpoint Insurance Agcy, Inc 19645 S. LaGrange Road Mokena, IL 60448 James A Carney	CONTACT NAME: Kari Sommerville	FAX (A/C, No): 708-478-3368	
	PHONE (A/C, No, Ext): 708-478-3440	E-MAIL ADDRESS: ksommerville@sthpoint.com	
INSURED Catalyst Consulting Group Inc. 211 W. Wacker Dr., #450 Chicago, IL 60606-1217	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Insurance Co		36137
	INSURER B :		
	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	ZLP14P53278	02/18/2015	02/18/2016	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 ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BA9A842829	02/18/2015	02/18/2016	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	X	X	ZUP14P53309	02/18/2015	02/18/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	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	N/A	X UB3B386447	02/18/2015	02/18/2016	<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	02/18/2015	02/18/2016	Limit 1,000,000

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

The following is added as an Additional Insured with respect to General Liability, Auto Liability and Umbrella/Excess Liability on a primary and non-contributory basis, when required by written contract: Cook County, its officials, employees and agents. A Waiver of Subrogation applies to GL, AL and WC. Umbrella follows form.

CERTIFICATE HOLDER

CANCELLATION

COOKC12 Cook County Bureau of Technology 69 W Washington St, #2700 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>James A. Carney</i>
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

CONTRACT NO. 1430-14111

EXHIBIT 5

Special Conditions

EXHIBIT 5

SPECIAL CONDITIONS

CONTENTS

SC-01	REPRESENTATIONS AND WARRANTIES
SC-02	COUNTY TITLE AND INTELLECTUAL PROPERTY RIGHTS
SC-03	CONTRACTOR'S INTELLECTUAL PROPERTY AND LICENSE
SC-04	COUNTY DATA
SC-05	DATA SECURITY AND CONFIDENTIALITY
SC-06	SECURITY AND PRIVACY FOR APPLICATION DEVELOPMENT

SC-01 REPRESENTATIONS AND WARRANTIES

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

- i) warrants that the Deliverables shall not contain disabling code planted by Contractor that will activate upon a predetermined date or that can be remotely activated by Contractor without the County's prior written consent;
- ii) warrants that, at all times, it has exercised and will exercise commercially reasonable efforts to assure that computer viruses have not been introduced into the Deliverables while the Deliverables are in Contractor's possession;
- iii) warrants that, at all times, it has exercised and will exercise commercially reasonable efforts to exclude unauthorized access by third parties, undisclosed programs, or extraneous code or data that may be reasonably expected to damage County Data or the County's software, systems or operations
- iv) warrants that the Deliverables will perform in accordance with the technical requirements in this Agreement and all published documentation specifications for the Deliverables, and shall correct such failure of the Deliverables to do so, during the ninety (90) day period following the later of the County's acceptance of the deliverables or the termination of this Agreement; provided that County shall tender written notice to Contractor of such failure within the thirty (30) days following the warranty period. This warranty shall not apply where any such failure is caused in whole or in part by any party other than Contractor or by any functional, technical, or other limitation of any third party hardware, software, equipment, network, or other means.

SC-02 COUNTY TITLE AND INTELLECTUAL PROPERTY RIGHTS

For purposes of this Agreement, "Property" means: (1) confidential, proprietary, and trade secret information; (2) trademarks, trade names, discoveries, inventions processes, methods and improvements, whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced to practice; and (3) works of authorship, wherein such forms of property are required by Contractor to develop, test, and install computer programs (in object and source code form), scripts, data, documentation, the audio, visual and audiovisual content related to the layout and graphic presentation of the computer programs, text, photographs, video, pictures, animation, sound recordings, training materials, images, techniques, methods, algorithms, program images, text visible on the Internet, object code, source code and images, illustrations, graphics, pages, storyboards, writings, drawings, sketches, models, samples, data, other technical or business information, reports, and other works of authorship fixed in any tangible medium.

All Deliverables created under this Agreement whether made by Contractor, Contractor's subcontractors, Contractor's employees, the County, the County's contractors or employees, or any combination thereof are the property of the County, except for the Contractor IP embodied in the Deliverable. Contractor irrevocably and unconditionally sells, transfers and assigns to County and its designee(s), the entire right, title, and interest in and to all intellectual property rights that it may now or hereafter possess in said Deliverables, and all derivative works thereof, except for the Contractor IP embodied in the Deliverables. This sale, transfer and assignment shall be effective immediately upon the County's payment to Contractor for the Services that resulted in the creation of each Deliverable and shall include all copyright, patent, trade secret, trademark and other intellectual property rights created by Contractor, Contractor's subcontractors, Contractor's employees, the County, the County's contractors or employees, or any combination thereof in connection with such work (hereinafter the "County IP").

All copyrightable material contained within a Deliverable and created under this Agreement are works made for hire. Contractor bears the burden to prove that a work within a Deliverable was not created under this

Agreement. If work is determined to not be made for hire or that designation is not sufficient to secure rights, to the fullest extent allowable and for the full term of protection otherwise accorded to Contractor under such law, Contractor shall and hereby irrevocably does, assign and transfer to the County free from all liens and other encumbrances or restrictions, all right, title and interest Contractor may have or come to have in and to such Deliverable. CONTRACTOR HEREBY WAIVES IN FAVOR OF THE COUNTY (AND SHALL CAUSE ITS PERSONNEL TO WAIVE IN FAVOR OF THE COUNTY IN WRITING SIGNED BY SUCH PERSONNEL) ANY AND ALL ARTIST'S OR MORAL RIGHTS (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF INTEGRITY AND ATTRIBUTION) IT MAY HAVE PURSUANT TO ANY STATE OR FEDERAL LAWS OF THE UNITED STATES IN RESPECT TO ANY DELIVERABLE AND ALL SIMILAR RIGHTS UNDER THE LAWS OF ALL OTHER APPLICABLE JURISDICTIONS.

Contractor agrees to execute all documents and take all actions that may be reasonably requested by the County to evidence the transfer of ownership of or license to intellectual property rights described in this Section, including providing any code used exclusively to develop such Deliverables for the County and the documentation for such code. Contractor acknowledges that there are currently and that there may be future rights that the County may otherwise become entitled to with respect to County IP that does not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed, and that Contractor specifically intends the foregoing ownership or rights by the County to include all such now known or unknown uses, media and forms of exploitation.

The County retains all right, title and interest in and to all derivative works of County IP. The County hereby grants to Contractor a nonexclusive, revocable license to use, copy, modify and prepare derivative works of County IP only during the term of the Agreement and only for the purpose of performing Services and developing Deliverables for the County under this Agreement.

SC-03 CONTRACTOR'S INTELLECTUAL PROPERTY AND LICENSE

Contractor will retain all right, title and interest in and to all Property developed by it, i) solely for clients other than the County, and ii) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by the Contractor in connection with such work (hereinafter the "Contractor IP"). The County acknowledges that its possession, installation or use of Contractor IP will not transfer to it any title to such property.

Except as expressly authorized in herein, the County will not distribute, sublicense, rent, reverse engineer, decompile or disassemble Contractor IP.

Contractor grants to the County, a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, copy, sublicense to any County subcontractor for purposes of creating, implementing, maintaining or enhancing a Deliverable, and create derivative works based upon Contractor IP, in any media now known or hereafter known, to the extent the same are embodied in the Deliverables, or otherwise required to exploit the Deliverables. During the term of this Agreement and immediately upon any expiration or termination thereof for any reason, Contractor will provide to the County the most current copies of any Contractor IP to which the County has rights pursuant to the foregoing, including any related documentation.

Notwithstanding anything contained herein to the contrary, and notwithstanding the County's use of Contractor IP under the license created herein, Contractor shall have all the rights and incidents of ownership with respect to Contractor IP, including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties. Contractor shall not encumber or otherwise transfer any rights that would preclude a free and clear license grant to the County.

SC-04 COUNTY DATA

For purposes of this Agreement, "County Data" means all data provided by the County to Contractor, provided by third parties to the Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this Agreement, including, without limitation, all data sent to Contractor by the County and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes County Data, the data in question shall be treated as County Data.

County Data, or any derivatives thereof, provided to Contractor or contained in any Contractor repository shall be and remain the sole and exclusive property of the County. Data created or collected from a third party on behalf of the County by the Contractor as part of this agreement, shall become the property of the County. Contractor is provided a license to County Data hereunder for the sole and exclusive purpose of providing services under this agreement, including a limited non-exclusive, non-transferable license to store, record, transmit, and display County Data only to the extent necessary in the provisioning of the services under this agreement. Except for approved subcontractors, Contractor is prohibited from disclosing County Data to any third party without prior, specific written approval from the County. Contractor shall not use the County Data for any purpose other than that of rendering the Services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit County Data. Contractor shall not possess or assert any lien or other right against or to County Data.

All County Data, both in motion and at rest, shall be stored only within the continental United States.

SC-05 DATA SECURITY AND CONFIDENTIALITY

Contractor shall implement appropriate measures designed to ensure the confidentiality and security of County Data, 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 County or an individual identified with the data or information in Contractor's custody. County Data shall only be utilized on a need-to-know basis for the purposes of performing Contractor's obligations under this agreement. The confidentiality obligations set forth in this agreement shall survive the duration of this agreement and continue indefinitely.

Contractor agrees, upon request, to furnish to the County with a description of the steps Contractor has taken to prevent unauthorized access to, use of or disclosure of County Data. Contractor agrees to allow representatives of the County access to Contractor's and its subcontractor's premises where County Data is kept for the purpose of inspective security (physical and electronic) arrangements.

SC-06 SECURITY AND PRIVACY FOR APPLICATION DEVELOPMENT

Contractor shall tender the Deliverables according to industry best practices and in a manner that reasonably protects the security, confidentiality and privacy of County Data and any individuals who may be considered data subjects as to the County, Deliverables, or County Data. At a minimum, and not to the exclusion of any industry best practice, Contractor shall tender the Deliverables in conformance with the following standards where technologically applicable: Microsoft Secure Coding Guidelines for the .NET Framework, CERT Secure Coding Standards, and OWASP Secure Coding Principles. Furthermore, Contractor's coding practices shall follow the principles of privacy by design and the Federal Trade Commission's Fair Information Practice Principles.

CONTRACT NO. 1430-14111

Application Security will depend, in part, on the use of Cook County's pre-existing Microsoft Active Directory system for the management of user accounts and privileges. Cook County is responsible for the administration of this system. Cook County shall be responsible for the protection of data as it enters and leaves the application server. This includes but is not limited to the decision on whether or not to encrypt, the choice of transport protocol, and the security of the network. Cook County through its role as Database Administrator and Server OS Administrator shall be responsible for protection of the data at rest. This includes but is not limited to the selection and configuration of file encryption mechanisms, server security configurations, and the diligent deployment of Windows security patches issued by Microsoft.

CONTRACT NO. 1430-14111

EXHIBIT 6

Identification of Subcontractor/Supplier/Subconsultant Form

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

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

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

Bid/RFP/RFQ No.: 1430-14111	Date: June 1, 2015
Total Bid or Proposal Amount:	Contract Title: General Business License Phase II
Contractor: Catalyst Consulting Group, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: Timothy Smith	Authorized Contact for Subcontractor/Supplier/ Subconsultant: N/A
Email Address (Contractor): tsmith@catconsult.com	Email Address (Subcontractor): N/A
Company Address (Contractor): 211 West Wacker Drive, Suite 450	Company Address (Subcontractor): N/A
City, State and Zip (Contractor): Chicago, IL 60606	City, State and Zip (Subcontractor): N/A
Telephone and Fax (Contractor): 312-629-0750 (t) 312-629-0750 (f)	Telephone and Fax (Subcontractor): N/A
Estimated Start and Completion Dates (Contractor): TBD	Estimated Start and Completion Dates (Subcontractor): N/A

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
GBL Application Enhancements, Project Management, and Testing	\$91,540

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

Contractor Catalyst Consulting Group, Inc.

Name Arvind K. Talwar

Title CEO

Prime Contractor Signature Date

Arvind K. Talwar

6-11-15

CONTRACT NO. 1430-14111

EXHIBIT 7

Electronic Payables Program Insert

**OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

FOR INFORMATION PURPOSES ONLY

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark
Street, Room 500, Chicago, IL 60602.**

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

CONTRACT NO. 1430-14111

EXHIBIT 8

Economic Disclosure Statement

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 - 12
4	Contract and EDS Execution Page	EDS 13-15
5	Cook County Signature Page	EDS 16

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

Nothing to report

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

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

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

Yes: X No: _____

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

211 West Wacker Drive, Suite 450, Chicago, IL 60606

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: X No: _____

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): 16815 Highbush Road, Orland Park, IL 60467

PIN: 27-29-212-009-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Catalyst Consulting Group, Inc.

D/B/A: _____ FEIN NO/SSN (LAST FOUR DIGITS): 36-3826522

Street Address: 211 West Wacker Drive, Suite 450

City: Chicago State: IL Zip Code: 60606

Phone No.: 312-629-0750 Fax Number: 312-629-0751 Email: tsmith@catconsult.com

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

Corporate File Number (if applicable): 56841288

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Arvind K. Talwar	16815 Highbush Road, Orland Park, IL 60467	100%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Arvind K. Talwar	16815 Highbush Road, Orland Park, IL 60467	CEO	N/A

Declaration (check the applicable box):

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

Arvind K. Talwar

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

Signature

atalwar@catconsult.com

E-mail address

Subscribed to and sworn before me
this 23rd day of October, 2015.

x Kate Penno

Notary Public Signature

CEO

Title

10-23-15

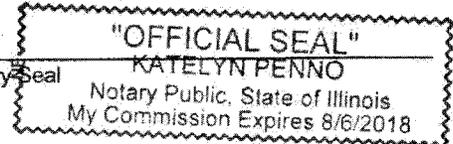
Date

312-499-2000

Phone Number

My commission expires: 8-6-18

Notary Seal





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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Catalyst Consulting Group, Inc.

Address of Person Doing Business with the County: 211 West Wacker Drive, Suite 450, Chicago, IL 60606

Phone number of Person Doing Business with the County: 312-629-0750

Email address of Person Doing Business with the County: tsmith@catconsult.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Katelyn Penno, Proposal Manager 312-499-2232 (p) katelyn.penno@catconsult.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

1430-14111 (Please refer to Attachment A for current Cook County Projects)

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 91,540

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Nicole Large, Contract Negotiator, 312-603-6831 (p) nicole.large@cookcountyl.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

TBD

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

Attachment A - Catalyst Business with the County

Project Name	Cook County Bureau of Technology General Business License Phase II	Cook County Bureau of Technology IT Consulting Services	Cook County Clerk's Office Service, Maintenance & Hosting of Web Applications	Cook County Homeland Security and Emergency Management Website Redevelopment
The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County.	Task Order 1430-14111	12-30-327	1335-12424	13-50-009
The aggregate dollar value of the business you are doing or seeking to do with the County, \$	\$91,540	\$1,083,595	\$444,000	\$210,940
The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County	Nicole Large, Contract Negotiator 312-603-6831, nicole.large@cookcountyl.gov	Derrick Thomas, Application Development & Management Cook County Bureau of Technology 312-603-3120 derrick.thomas@cookcountyl.gov Haleema Brady, Deputy of Information Technology 312-603-3764, hbrady@cookcountypassessor.com Derrick Thomas, Application Development & Management Cook County Bureau of Technology 312-603-3120 derrick.thomas@cookcountyl.gov Haleema Brady, Deputy of Information Technology 312-603-3764, hbrady@cookcountypassessor.com	Poh P'ng, Director of IT 312-603-0985, p.png@cookcountyl.gov	Natalia Derevyanny, Deputy Director of Communications 312-603-8286, natalia.derevyanny@cookcountyl.gov Natalia Derevyanny, Deputy Director of Communications 312-603-8286, natalia.derevyanny@cookcountyl.gov
The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County.	TBD			

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

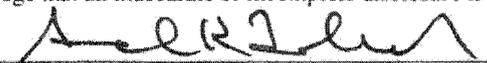
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

	10-23-15
Signature of Recipient	Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1430-14111

County Using Agency (requesting Procurement): Cook County Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Catalyst Consulting Group, Inc.

Substantial Owner Complete Name: Arvind K. Talwar

FEIN# 36-3826522

Date of Birth: 01-05-1961

E-mail address: atalwar@catconsult.com

Street Address: 211 West Wacker Drive, Suite 450

City: Chicago

State: IL Zip: 60606

Home Phone: (312) 339 9589

Driver's License No: T460-0116-1005

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

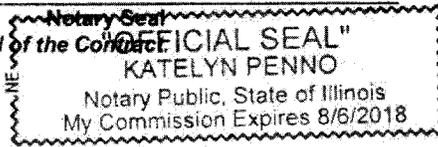
Signature: *Arvind K. Talwar* Date: 2-8-16

Name of Person signing (Print): Arvind K. Talwar Title: CEO

Subscribed and sworn to before me this 8th day of February, 2016

X *Kate Penno*
Notary Public Signature

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Catalyst Consulting Group, Inc.
Corporation's Name

312-629-0750
Telephone

[Handwritten Signature]
Secretary Signature

Arvind K. Talwar *[Handwritten Signature]*
President's Printed Name and Signature

atalwar@catconsult.com
Email

1-11-15
Date

Execution by LLC

LLC Name

Date

*Member/Manager Printed Name and Signature

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

Date

*Partner/Joint Venturer Printed Name and Signature

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Date

Assumed Name (if applicable)

Telephone and Email

Subscribed and sworn to before me this
11th day of January, 2016.

[Handwritten Signature]
Notary Public Signature

My commission expires: 8-6-18
"OFFICIAL SEAL"
KATELYN PENNO
Notary Public, State of Illinois
My Commission Expires 8/6/2018

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Shannon E. Andrewolf
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 11th DAY OF February, 2016

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1430-14111

OR

ITEM(S), SECTION(S), PART(S):

TOTAL AMOUNT OF CONTRACT: \$111,550.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not Required
ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

Date