



**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT-SERVICES LESS THAN \$25,000
Billing Software Services- PS 2045**

This Contract is made and is dated December 23, 2014 by and between:

PBC: Public Building Commission of Chicago
50 West Washington
Chicago, Illinois 60602 ("PBC") and

Consultant: **Solfecta**
180 North Stetson Street, Suite 3500
Chicago, IL 60601

For the Services of: Description of Services attached hereto as Exhibit A.

In the Not to Exceed amount of: \$25,000.00

Project: **Tab3 Billing System - Billing Software Services**

PUBLIC BUILDING COMMISSION OF CHICAGO

By: [Signature]
Erin Lavin Cabonargi

Title: Executive Director

Date: 1/12/15

Consultant: Solfecta

By: [Signature]

Title: Partner

Date: 1.7.2015

1. Performance Standard. The Consultant represents and agrees that the Services performed under this Contract will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project. The Consultant further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Contract.

2. Failure to Meet Performance Standards. If the Consultant fails to comply with its obligations under the standards of this Contract, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.

3. Compliance with Laws. In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant.

4. Time Is Of The Essence. Time is of the essence for this Contract.

5. Invoices. Once each month, the Consultant will submit an invoice to the PBC for Services performed during the preceding month. Each invoice must include the Contract and be supported with such reasonable details and data as the PBC may require.

6. Compensation of Consultant. The Commission shall pay the Consultant hourly rates in a not to exceed amount, which are approved prior to being incurred, as set forth in Exhibit B. PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.

7. No Waivers. Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

8. Indemnity. The Consultant shall defend, indemnify and hold the PBC the Board of Education of the City of Chicago and the City of Chicago and its commissioners, officers, agents, officials, and employees "the Parties" harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorney's fees) for personal injury and property damage, arising out of or in connection with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the Parties harmless shall survive the expiration, termination or cancellation of this Contract and shall include the payment of any and all attorneys' fees and costs incurred by the Parties in defending any such claim.

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9. Taxes. PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.

10. Insurance. The Consultant shall procure and maintain at all times, at Consultant's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit C, and which name the Parties as an additional insured on a primary, non-contributory basis.

11. Independent Contractor. In performing the Services under this Contract, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.

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

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

14. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.

15. Termination. The PBC reserves the right to terminate this Contract at any time by providing written

notice to the Consultant.

16. Notices. All notices and other communications required under this Contract must be given in writing by personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

17. Remedies. The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.

18. Governing Law. The laws of the State of Illinois shall govern this Contract.

19. Choice of Forum. Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

20. Non-assignment. The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.

21. Headings. Headings used in this Contract are for convenience and reference only and shall not affect the interpretation of this Contract.

22. Partial Invalidity. If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.

23. Amendments. Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.

24. Binding Effect. This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees

25. Entire Agreement. This Contract, and its accompanying exhibits, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications

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**EXHIBIT A
DESCRIPTION OF SERVICES**

Consultant Services includes but limited to the following:

Coordinate purchase of the Tabs 3 software with Software Technology, Inc.
Hold Kickoff meeting with the project team to determine specific configuration of the software,
custom reports and timeline for implementation.
Install Tabs3 software.
Configure Tabs3 software according to plan and industry standards.

Complete recitation of services attached heretofore.

Commission Representative: Lisa Giderof

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Billing Software Services- PS 2045

EXHIBIT A

DESCRIPTION OF SERVICES

1. Project Summary / Description

The purpose of this project is to deploy the Tabs3 Billing Software at the Public Building Commission of Chicago. The project will consist of installing Tabs3, configuring it specifically for the Commission and training the staff to use the software.

2. The Consultant Scope of Responsibility:

- Coordinate purchase of the Tabs3 software with Software Technology, Inc.
- Hold Kickoff Meeting with project team (to be determined by the Commission) to determine specific configuration of the software, custom reports needed and timeline for implementation.
- Install Tabs3 software.
- Configure Tabs3 according to plan and industry standards.
- Train the staff to use Tabs3.
- Provide ongoing support as needed.

3. The Client Scope of Responsibility

- Assign a project team to assist Consultant in scheduling, gathering information, etc.
- Provide IT contacts and assistance when needed.
- Permit remote access where appropriate to complete the project.
- Provide user names and passwords necessary to complete the project.
- Require staff to attend training appropriate to them.

Hard/Software Pricing

Quantity	Description	Price	Total
1	Tab3 Platinum 99 Timekeeper System	\$10,585.00	\$10,585.00
1	Platinum Server Software	\$3,605.00	\$3,605.00
1	ODBC Driver	\$99.00	\$99.00
TBD	Tab3 Connect License (\$60.00 annually per named user, can add more at any time)		
Total Hardware and Software Costs			\$14,289.00

Tab3 software is purchased directly from Software Technology, Inc. The cost is shown as part of this proposal for informational purposes only. The actual cost or terms of purchase from Software Technology, Inc., may vary.

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Consulting Costs

Task	Description	Est. Hours	Est. Cost
Tabs3 Planning	Conference to discuss Tabs3 setup, custom reports and timeline of implementation.	2	\$ 300.00
Tabs3 Installation	Install Tabs3 to server and all workstations.	3	\$ 450.00
Tabs3 Configuration	Configure Tabs3 according to planned setup, create custom reports, and assist with payroll integration to ADP.	8	\$ 1,200.00
Tabs3 Training	Tabs3 Introductory Training. Assumes six groups of approximately 8-10 users each. 1.5 hours each	9	\$ 1,350.00
Tabs3 Training	Tabs3 Intermediate Training. Assumes one group of up to 10 users. 3 hours per session.	3	\$ 450.00
Tabs3 Training	Tabs3 Administrator Training. Assumes one group of 1-2 administrative personal. 1 hour session.	1	\$ 150.00
Project Management	Project management throughout project. Includes scheduling, establishing remote access, training room setup and other project related tasks not itemized above.	4	\$ 600.00
Ongoing Support	Provide ongoing support as needed for additional custom reports, training, troubleshooting, etc.	20	\$3,000.00
Total Estimated Consulting Costs		50	\$7,500.00

Item	Description	Total
Hardware and Software	Tabs3 Billing Software	\$14,289.00
Consulting	Tabs3 Consulting	\$7,500.00
Total Project Costs		\$21,789.70

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Additional Items:

- **Sales Tax:** The Commission is Tax Exempt and will provide a copy of the Tax Exempt letter to Consultant.
- **Hourly Rate:** Additional hours beyond what's quoted above are billed at a standard hourly rate of \$180.00.
- **Project Management:** It is Consultant's role to manage expectations when first entering into an project with clients. It is important to understand that with any service provided, whether install, upgrade, conversion, support or training there may be unforeseen circumstances that arise. It is Consultant's policy that if that should occur to immediately address the issues with PBC and determine a course for remedy. The Commission agrees to not hold CONSULTANT responsible for issues that arise that are not in the direct control of CONSULTANT, such as software technical issues, IT/Network issues, firm environment, staff issues, or changes.
- **Certified Consultants:** Consultant must are Certified Consultants for Tabs3, which means Consultant is certified to install, configure and train on these systems. Consultant does not have control over pricing of said software, the software code or database structure. Should an issue arise with the software, PBC will defer to the software developers technical support team for assistance with the same.
- **IT/Network:** CONSULTANT is not providing IT or network services to PBC. However, we will strive to work very closely and collaboratively with PBC's IT Department. As such, should an IT/Network problem arise, we will defer to them to troubleshoot and assist with the same. PBC warrants that their network infrastructure can support the Tabs3 software and has been provided a copy of the software system requirements (see addendum A).
- **Annual Maintenance:** Is provided by the developer of the software, and it is recommended by CONSULTANT that PBC participate in the same. If not purchased, PBC will incur the expense to resolve any technical issue. If technical support is required for an issue that cannot be resolved by CONSULTANT, PBC will be charged the software company's rate for technical support.
- **Confidentiality:** CONSULTANT will hold in confidence all sensitive case, contact, matter and related firm proprietary information belonging to PBC and shall not divulge to unauthorized person(s) without prior written consent of PBC. PBC agrees to hold in confidence all trade secrets, procedures and program design performed by or set forth by CONSULTANT, including any proposals and any related pricing information. PBC further agrees to hold in confidence all conversions and services (regardless of acceptance) provided by CONSULTANT and shall not divulge the same in any of the above to unauthorized person(s) without the prior written consent of CONSULTANT.

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**EXHIBIT B
COMPENSATION OF THE CONSULTANT**

B.1 CONSULTANT'S FEE

- B.1.1 The Commission shall pay the Consultant as described in Exhibit A for the satisfactory performance of the Services in a **Not To Exceed Fee** ("Fee") of **\$25,000.00** for all work included in Exhibit A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendment constitutes the Consultant's maximum amount of compensation for Services.
- B.1.2 Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

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**EXHIBIT C
INSURANCE REQUIREMENTS**

(INSURANCE REQUIREMENTS ATTACHED)

PBC NETWORK
PS2045

Insurance Requirements

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

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

D.1.2. Commercial General Liability

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

D.1.3. Automobile Liability (Primary and Umbrella)

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

D.1.4. Professional Liability/Technology Errors & Omissions

When any Consultant performs work in connection with the Agreement, Professional Liability Insurance/Technology Errors & Omissions will be maintained with limits of not less than \$1,000,000 covering acts, errors, or omissions. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

D.2. ADDITIONAL REQUIREMENTS

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

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0000-01-14-05

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

The insurance must provide for 30 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

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

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

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

Any insurance or self-insurance programs maintained the Public Building Commission of Chicago and the City of Chicago do not contribute with insurance provided by the Consultant under the Agreement.

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/6/2015

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 MUSKEGO INSURANCE SERVICES S73W16485 JANESVILLE RD PO BOX 403 MUSKEGO WI 53150		CONTACT NAME: Jeff Verburgt PHONE (A/C No. Ext): (414) 422-1970 FAX (A/C. No): (414) 422-1975 E-MAIL ADDRESS: jeff@muskegoinsurance.com	
INSURED SOLFECTA, LLC 5002 MESA CT WATERFORD WI 53185		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

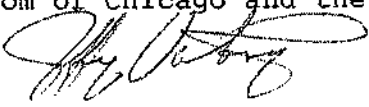
COVERAGES CERTIFICATE NUMBER: CL151600014 REVISION NUMBER:

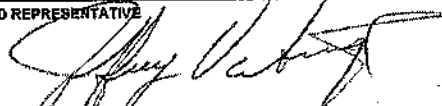
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 ISBR/INSR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Tech E & O Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	BOV2098261	5/28/2014	5/28/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000
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	CPV2098422	5/28/2014	5/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
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 <input type="checkbox"/>	N/A VUV2131753	6/14/2014	5/29/2015	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Public Building Commission of Chicago and the City of Chicago as additional Insured's



CERTIFICATE HOLDER Public Building Commission Procurement De Richard J. Daily Center Room 2 Chicago, IL 60602 ok eryan 1/9/15	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**EXHIBIT D
DISCLOSURE OF RETAINED PARTIES**

(DISCLOSURE OF RETAINED PARTIES ATTACHED)

**Attachment D
DISCLOSURE OF RETAINED PARTIES**

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Tabo3 System Implementation

Description of goods or services to be provided under Contract:

Installation, Training, Support

Name of Consultant: Solfecta

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

Retained Parties:


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

Check Here If No Such Persons Have been Retained or Are Anticipated to Be Retained: *KJ*

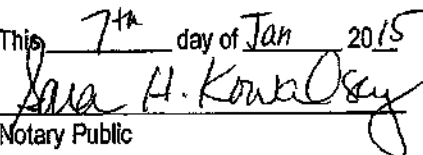
The Consultant understands and agrees as follows:

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

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

 Signature	<u>1-7-15</u> Date
<u>KATRINA JASAITIS</u> Name (Type or Print)	<u>Partner</u> Title

Subscribed and sworn to before me

This 7th day of Jan 2015

Notary Public

NOTARY SEAL
SARA H. KOWALSKY
NOTARY PUBLIC, PORTER COUNTY
STATE OF INDIANA
MY COMMISSION EXPIRES 08/20/2016

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**EXHIBIT E
M/WBE REPORT
MBE/WBE Certifications**

Is your organization currently certified as a Minority-Owned Business Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE") with any of the following agencies or organizations?

Yes No

If "Yes" check and ATTACH copy of current Letter of Certification:

Certifying Agency:

City of Chicago _____

County of Cook _____

Category:

WBE _____

MBE _____

If yes, please submit a one current copy of your firm's letter of certification from no more than one of the applicable agencies listed above.

SOLFECTA LLC
Company Name

KATRINA JASAITIS
Print Name

1-7-15
Date


Signature