



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled "Instructions for Non-Competitive Procurement Application" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department	Originator Name	Telephone	Date	Signature of Application Author
Law	Rajeev Kumar	(312) 744-0135	2/24/14	
Contract Liaison	Email Contract Liaison	Telephone		
Patrick J. Ryan	patrick.ryan@cityofchicago.org	(312) 744-7375		

List Name of NCRB Attendees/Department	
Rajeev Kumar	Law
James Dunn	Law
Lynda Peters	Law
Patrick Ryan	Law

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: Mitratech Holdings, Inc.

Contact Person:	Phone:	Email:
Mark D. Winders, Senior Account Executive	(630) 321-9213	mark.winders@mitratech.com

Project Description: Project is for upgrades and a maintenance agreement with related support services for continued upkeep of Law Department Legal Case Management System.

This is a request for:

<input checked="" type="checkbox"/> New Contract <u>Contract Type</u> <input checked="" type="checkbox"/> Blanket Agreement Term: <u>120</u> (# of mo) <input type="checkbox"/> Standard Agreement	<input type="checkbox"/> Amendment / Modification <u>Type of Modification</u> <input type="checkbox"/> Time Extension <input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Scope Change Contract Number: _____ Specification Number: _____ Modification Number: _____
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<p>Department Request Approval</p> <p style="text-align: center;"></p> <p>DEPARTMENT HEAD OR DESIGNEE</p> <p style="text-align: center;"><u>James L. Dunn</u></p> <p>PRINT NAME</p>	<p>Recommended Approval</p> <p style="text-align: center;"></p> <p>BOARD CHAIRPERSON</p> <p style="text-align: center;"><u>Rich Butler</u></p> <p>PRINT NAME</p>
<p><u>2/24/14</u></p> <p>DATE</p>	<p><u>5-13-14</u></p> <p>DATE</p>

(FOR NCRB USE ONLY)

Recommend Approval/Date: 5-13-14

Return to Department/Date: _____

Rejected/Date: _____

Approved Rejected

CHIEF PROCUREMENT OFFICER

5-15-14
DATE



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.

In 2002, the Law Department (through an RFS) hired Navigant Consulting to conduct a study on the feasibility and needs of a concise and comprehensive case tracking system to document case progress, case costs, case loads and case responsibilities. The study was conducted to investigate and consolidate multiple custom built case tracking systems and Legal Edge mainframe software that the Law Department was supporting. Navigant overwhelmingly recommended that the Law Department indeed purchase an enterprise class configurable Legal Case Management System to allow it to track and manage its enormous case load as well as to consolidate and save on case tracking costs. Navigant felt that there was legal exposure and risk involved for the City if the Law department kept supporting its disparate systems. The study recommended 5 potential case management systems based on the legal industry vertical and best of breed. The Law Department then embarked on a lengthy process of evaluating each of the vendors. Based upon the Department-wide evaluations, legal industry recommendations along with DoIT (formerly BIS) recommendations, the Law Department selected an enterprise class legal case and matter management system called TeamConnect Legal, manufactured by Mitratech Holdings. This software is still in use today at the Law Department. Furthermore, because of the enourmous costs involved with purchasing such a large system, the Law Department submitted E-Note requests and received approval from OBM and the Mayor's Office, along with the then ITGB board.

In 2007, after having sucessfully secured funding from OBM, Law also received NCRB approval and proceeded to purchase the proprietary software. (Contract number 14269; Awarded on 02/01/2007). This contract covered the cost of the configurable software, implementation services for the application, (because the application needed to be custom configured for use in the Law Department based upon the various legal practices and the procedural and organizational workflow needs of the Department), conversion of data contained in the disparate datasets, upgrades to the software and a 5 year (paid yearly) maintenance and support agreement with the software vendor.

TeamConnect is reffered to as the Legal Case Management System (LCMS). The contract (14269) expired on January 30,2012. As mentioned above, part of this contract had an annual maintenance and support agreement that allowed the Law Department to obtain updated software versions and product support services. With the expiration of this contract, the Law Department had to revert to a direct purchase of the annual maintenance agreement as litigation support material provided in Exhibit A of Department of Procurement Services Pre-Approved categories. By doing so, the Law Department was able to preseve the integrity and operation of this mission critical software application, and all related data, which the Law Department depends on to provide legal services for the City of Chicago. The current payment is effective until September 2013.

As the Law Department continues to manage it's legal cases on this proprietary application today, and in order to continue with its licenscing, to establish software product enhancements and upgrades of the TeamConnect application, including major and minor versions, and enterprise interfaces, and in order to receive yearly product support services related to this mission critical application, the Law Department is required to purchase an annual application maintenance and support contract from Mitratech. No one else is able to provide software enhancements and upgrades other than the software manufacturer. Furthermore it is cost and time prohibitive for the Law Department to purchase a different Legal Case Management System as the need for evaluation, changes in embedded configurations and conversion of data will cost at least a similar cost as the expired contract 14269 (if not more) and would take several years to implement in the City of Chicago environment.



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.

This is a continuation of a previous procurement from the same source. In 2006, the Law Department received approval from the Non-Competitive Review Board to enter into an Agreement with Mitrtech Holdings, Inc., (Mitrtech) for the purchase and implementation of the TeamConnect Legal (TeamConnect) software. TeamConnect was selected due to the fact that the off-the-shelf product could be configured to accommodate the various types of legal matters that the Law Department handles, including but not limited to commercial transactions, the rendering of legal advice and litigation of cases. The five-year Agreement with Mitrtech expired January 30, 2012.

3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted).

This is a continuation of services associated with the previous five-year maintenance agreement with Mitrtech under contract #14269. Since this is a proprietary software application, no other vendor can provide or replicate the maintenance, support and software updates other than Mitrtech, who develops and has all ownership rights to the software application. Due to the complex levels of configuration initiated by the Law Department, the Law Department must work with the vendor to ensure any upgrades and new releases are compatible with its current configurations. Furthermore, as the City plans for further integration of its enterprise software application, a maintenance and product support agreement is required. As mentioned in the procurement history section of this document, it is also anticipated that it will be cost and time prohibitive for the Law Department to purchase a different Legal Case Management System as the need for evaluation, changes in embedded configurations and conversion of data will cost at least a similar cost as the expired contract 14269 (if not more) and would take several years to implement in the City of Chicago environment.

4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.

The Law Department is satisfied with its existing Legal Case Management System. The software is proprietary in nature. No additional research is warranted or was done to attempt to purchase a different enterprise Legal Case Management System as it would require a new study that may take over a year to complete (as was done in 2002). The software is owned by Mitrtech. In 2011 Mitrtech was acquired by Vista Equity Partners.

5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?

Due to the proprietary nature of the software application, Mitrtech is the only company that can provide the annual maintenance agreement which includes general support, product development, versions of new releases, and support of new releases. The Law Department will continue to do business with Mitrtech as long as there is need to receive services related to the annual maintenance agreement and as long as the Law Department requires software upgrades that only Mitrtech can provide.

6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

Whether or not future competitive bidding is possible depends upon whether the Law Department can remain on a specific future version of the software, without future upgrades, and any of the City's MCA vendors can provide support services to maintain the software as required. At this time, the Law Department would have to choose not to



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

upgrade the baseline software and remain on this version which MCA's would be required to maintain. An analogy to not extending the maintenance agreement would be to operate on an older version of the City's Oracle Financial payment system (FMPS) (LCMS is similar in complexity), and have an MCA vendor support the application.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards contemplated? What is the funding source?

The estimated cost for completion of this requirement is

10 Years @ 4% Cap

Year 1 Cost -\$151,164

Year 2 Cost -\$157,211

Year 3 Cost -\$163,499

Year 4 Cost -\$170,039

Year 5 Cost -\$176,840

Year 6 Cost - \$183,914

Year 7 Cost -\$191,271

Year 8 Cost -\$198,922

Year 9 Cost -\$206,878

Year 10 Cost-\$ 215,154

Total- \$1,814,891

The Law Department receives funding through the local funding source of the Law Department annual budget and appropriation.

2. What is the estimated cost by fiscal year?

FY2014: \$151,164 for the annual software updates, support & maintenance agreement.

FY2015: \$157,211 for the annual software updates, support & maintenance agreement.

FY2016: \$163,499 for the annual software updates, support & maintenance agreement.

FY2017: \$170,039 for the annual software updates, support & maintenance agreement.

FY2018: \$176,840 for the annual software updates, support & maintenance agreement.

FY2019: \$183,914 for the annual software updates, support & maintenance agreement.

FY2020: \$191,271 for the annual software updates, support & maintenance agreement.

FY2021: \$198,922 for the annual software updates, support & maintenance agreement.

FY2022: \$206,878 for the annual software updates, support & maintenance agreement.

FY2023: \$215,154 for the annual software updates, support & maintenance agreement.

Total: \$1,814,891

3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.).



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

Cost proposal from Mitratech is attached to this document.

Cost estimates are made on the following assumptions:

- The Annual Maintenance Agreement quote as provided by the vendor.
- This does NOT include costs associated with additional configurations, database and application enhancements, infrastructure or database or middleware licensing support. or enhancements to the system such as interfaces, additional configurations, additional modules such as business intelligence reporting, content management interfaces, exchange/outlook interfaces etc. These would require an RFS to the MCA (or Mitratech partner) vendors as the City decides on the business cases for the interfaces.

4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.

The current LCMS/TeamConnect application was implemented at a cost of around \$1.3M (not inclusive of the yearly maintenance costs or software costs) plus 18 months of city employee time conducting gap sessions, testing, acceptance and training sessions. If another source was considered, all the time, money and effort spent on the LCMS/TeamConnect would need to be duplicated by the City. Furthermore, because the current LCMS is still in its useful life, the City would not need to expend money and resources for a new system. The maintenance and support costs we are seeking with this contract, would be incurred with a new source as well.

Additionally, since implementatin of the LCMS, the contractor has gained a significant understanding regarding the workflow configurations made to the Law Department's version of the LCMS/TeamConnect software, which requires that future software releases are adapted to these configurations. It would also take considerable time and money to educate and train another consulting firm to the point where the current vendor's knowledge set is today. Such a consulting firm would have to have an extensive knowledge not only of the Law Department's custom workflow configurations but specifically of the TeamConnect baseline software application and the underlying functionality that exists between the commercial off-the-shelf product and Law Department configuration. We would then have to rely on this vendor for subsequent work, or again apply considerable training time and money to obtain the appropriate knowledge set.

5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

The Law Department has requested a quote from the vendor. The vendor is basing this upon the previous 5 years of annual maintenance and support which was capped at 20% of the original cost of the software. The Law Department owns 500 licenses of the software. The original cost was \$1275 per license including the synchronized data warehouse and the custom business objects universe. The total software cost was \$637,500 in 2007. Each year the Law Department has paid the 20%, which came out to \$127,500 per year, until this year. Currently, the annual application maintenance and support has expired. This annual maintenance and support included upgrades to the application software. This is refelcted in the old contract #14269. The Law Department intends to possibly negotiate further with the vendor but would like NCRB approval before approching the vendor's decision makers on this. The costs are deemed reasonable because for the last several years Mitratech was locked into the City's contract and was not allowed to raise the annual maintenance fee due to any costs associated with doing business or inflation.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

Under the old contract, the annual maintenance agreement used to come due in September of each year based on the month to month initial rollout. The Law Department may require support assistance from Mitratech for software fixes and updates which will be included in the annual maintenance and support. The architecture of the TeamConnect software is proprietary. The yearly annualy manitenance and support schedule was developed as per the original agreement in 2007. Specific dates were know when the completed installation of the software as configured for the Law Department was completed, in September 2008, however the Law Department and the City intend to negotiate the start of the new maintenance and support agreement based upon the new contract, as there has been a lapse in maintenance and support and the Law Departmnet has not been under maintenance since September 2013.

2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.

Not applicable.

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

- Annual Maintenance Agreement Renewal Period: This is dependent upon the execution dates of the new contract and is to be negotiated with Mitratech.

Adhering to the annual maintenance agreement renewal schedule is essential so that the Law Department does not incur a lapse of service in the current and ongoing annual maintenance agreement. Additionally, staying at the current version of software will result in the vendor, at some point, refusing to provide support as needed.

4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

As previously stated, the proprietary nature of the software does not lend itself to competitive bidding. It would not make sense, be cost effective or an efficient use of resources at this time to competitively bid services as the Law Department would be locked into the current LCMS version, and a lengthy and costly learning curve would have to be imposed on a new vendor to ensure that they have the knowledge set commensurate with the current LCMS version and Law Department requirements.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.

The individual(s) must be experienced in TeamConnect Legal, Oracle 11g, Oracle Weblogic, SAP Business Objects/Crystal Reports along with SQL, Java and AJAX programming.

2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

Yes.

3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?

The proprietary application and access to the source code is essential for the individuals to perform the job.

4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?

The firm has the customized configuration relevant to the Law Department. For another firm to immediately engage on this task would require a significant learning curve that the City would essentially have to pay for initially.

5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?

This has been addressed in items 1, 2, 3 and 4 of this section.

6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?

Not applicable.

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?

Since Mitrtech is the developer and owner of the TeamConnect proprietary software application, Mitrtech is the only company that can provide product developments, versions of new releases and a related annual maintenance agreement. In addition, because the TeamConnect system is proprietary, there is no opportunity for subcontracting and thus no MBE/WBE participation. To support this, a MBE/WBE waiver request is provided with this document.

8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

Not applicable.

OTHER

Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form"

1. ITGB approval is provided and attached to this packet.



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

2. A MBE/WBE waiver request letter along with concurrence is provided and attached to this packet.
3. A description of the standard software support services is provided.



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
2. What is the estimated cost by fiscal year?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and **Temporary Consulting Services Form**.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

MBE/WBE COMPLIANCE PLAN

- * All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

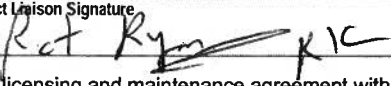
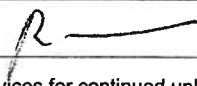
REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.

Department of Procurement Services Project Checklist

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to City Hall, Room 806, Attention: Chief Procurement Officer.

For blanket agreements, original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source. Note: 1) Funding: Attach information if multiple funding lines; 2) Individual Contract Services: Include approval form signed by Department Head and OBM; 3) ITGB: IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

Current Date: February 24, 2014		Estimated Contract Award Date:	
Department Name: Law		Contract Liaison: Patrick J. Ryan	Project Manager: Rajeev Kumar
Requisition No: 87468	Specification No: 122233	Telephone: (312) 744-7375	Telephone: (312) 744-0135
PO No: NA	Modification No: NA	Email: patrick.ryan@cityofchicago.org	Email: rajeev.kumar@cityofchicago.org
		Contract Liaison Signature: 	

Project Description: Project is continuation of annual licensing and maintenance agreement with related support services for continued upkeep of Law Department Case Management System. +

Funding:

<input checked="" type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input checked="" type="checkbox"/> Enterprise	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTIMATED \$ DOLLAR AMOUNT
1	2014 - 2024	0100 - 0740	031	2005	0154	220154			1,814,891.00

Check One:

New Contract Request **Modification or Amendment**

Purchase Order Information:

Contract Term (No. of Years): 10.0	MBE/WBE/DBE Analysis:
Estimated Spend/Value: \$ 1,814,891.00	<input type="checkbox"/> Full Compliance <input type="checkbox"/> Contract Specific Goals
*Grant Commitment / Expiration Date: NA	<input type="checkbox"/> No Stated Goals <input checked="" type="checkbox"/> Waiver Request
Pre-Bid/Submittal Conference:	Attach MBE/WBE or DBE Goal Setting Memo
<input type="checkbox"/> Yes <input type="checkbox"/> Mandatory	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Site Visit	

Purchase Order Type:

Blanket/Purchase Order (DUR)
 Master Consultant Agreement (Task Order)
 Standard/One-Time Purchase

Contract Type:

Architect Engineering
 Commodity
 Construction JOC
 Professional Services
 Revenue Generating
 Vehicle & Heavy Equipment
 Work Service
 Joint Procurement
 Reference Contract

Modification/Amendment Type:

Time Extension
 Vendor Limit Increase
 Scope Change/Price Increase/Additional Line Item(s)
 Requisition Encumbrance Adjustment
 Other (specify):

Procurement Method:

Bid RFP RFQ RFI
 Small Order

Special Approvals Required:

Emergency
 Non-Competitive Review Board (NCRB)
 Request for Individual Contract Services
 Information Technology Governance Board (ITGB)
 GSA/US Communities

Innovative Procurement:

Pilot Test

Vendor Info:

Name: Mitratech Holdings, Inc.
E-mail: mark.winders@mitratech.com
Address: Mitratech Holdings, Inc.
 5001 Plaza on the Lake, Suite 111, +
Contact Person: Mark D. Winders, Sr Account Executive
Phone: (630) 321-9213




DEPARTMENT OF LAW MEMORANDUM

MAR 04 2014

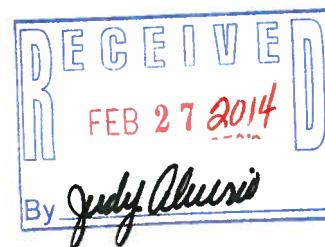
OT

Subject: Law Department Case Management System: Ten Year Contract for Maintenance & Support Agreement

To: Jamie Rhee, Chief Procurement Officer
Richard Butler, NCRB Chairman

From: Stephen Patton, Corporation Counsel 

Date: February 26, 2014



The Law Department requests to appear before the Non-Competitive Review Board to discuss our request for a ten year contract for a maintenance / support agreement and supplemental configuration work for our licensed proprietary legal case management system software application owned by Mitratech Holdings, Inc., 5001 Plaza on the Lake, Suite 111, Austin, TX 78746

The Law Department is requesting the contract so that we can continue to receive the standard software upgrades and maintenance and support services that are only available through this company. Should the Law Department not have this contract in place, the software application will become outdated, incapable of enhancements, and vulnerable to future hardware and operating system changes. We have attached the following documents to facilitate this request.

- Project Checklist
- Justification for Non-Competitive Procurement
- MBE/WBE Waiver Request / Concurrence

Requisition #87468 has been entered onto the Financial Management & Purchasing System to coincide with this request. The total 10 year cost for this maintenance is \$1,814,891.00

In addition to the electronic copy, a hard copy of all documents has been submitted to your attention and the NCRB Chairman. Please contact Rajeev Kumar at 744-0135 if you have any questions or require additional information.



DEPARTMENT OF LAW

MEMORANDUM

Subject: Law Department Case Management System: Ten Year Contract for Maintenance & Support Agreement

To: Richard Butler, NCRB Chairman
NCRB Committee

From: Rajeev Kumar
Director of Information Technology,
Law Department

Re: Scope of Work for NCRB submission of Mitratesh's
Annual Support and Maintenance Contract

Date: March 7, 2014

The standard Scope of Work for the proposed new Mitratesh Annual Maintenance and Support Contract is provided in our submission/packet. Because there is no application implementation work involved, the standard handbook has been provided. Upon NCRB approval, the Law department intends to further negotiate the support and maintenance terms during the contract process. In addition, should the Law Department require further configurations to the already implemented and currently viable application, we intend to utilize the existing Master Consulting Agreement process for project scope and services.

We are requesting a ten year contract for maintenance/support of the existing, licensed and proprietary legal case management system software application owned by Mitratesh Holdings, Inc., 5001 Plaza on the Lake, Suite 111, Austin, TX 78746.

The Law Department is requesting the contract so that we can continue to receive the standard software license upgrades and maintenance and support services that are only available through this company. Should the Law Department not have this contract in place, the software application will become outdated, incapable of enhancements, and vulnerable to future hardware and operating system changes.

Please contact me at 744-0135 if you have any questions or require additional information.

STATEMENT OF WORK FOR MITRATECH SUPPORT SERVICES
DEPARTMENT OF LAW, CITY OF CHICAGO

CONTACTING MITRATECH SUPPORT

For your convenience we support cases via email, phone, or directly through our portal:

- ! Email: Support [@mitratech.com](mailto:support@mitratech.com)
- ! Phone (product support): 888-784-7224
- ! Phone (hosting environment issues): 506-647-7130 (24 hour number for Mitratech host environment issues only)
- ! Portal: Please contact a support representative to secure credentials to our case handling system.

STANDARD OPERATING HOURS

Standard support (unlimited or by incident) is available Monday through Friday, 7am to 7pm Central Standard Time, excluding nationally recognized holidays.

Support for 24x7 subscribers is available all day, every day, excluding nationally recognized holidays. Please phone for support outside of normal operations hours.

Holidays under this plan are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the after Thanksgiving, and Christmas.

SUPPORT ON DEMAND

If you need to receive technical support above and beyond your contract, you can purchase a block of hours for an additional fee. Please send your requests to support@mitratech.com at least two weeks ahead of the time so that we are able to arrange for a dedicated support engineer to assist you.

Support is also available off hours to be on-call for assistance with upgrades. Contact us for information and fee structures for on-call support.

STANDARD SUPPORT AND MAINTENANCE

Mitratech shall provide the following support services as appropriate to address your issues:

- ! A technical customer support representative to answer your help desk questions regarding Mitratech software
- ! Help with the installation of Mitratech products and releases
- ! Troubleshooting of Mitratech software integration issues
- ! Help identifying and isolating the source of errors of failures, to the extent practicable
- ! A bridge between you and the third party software technical support department,

A Severity Level 0 issue occurs when the hosted Mitratech system is not operational, not reachable, or unresponsive to the point unusable. Mitratech will respond as soon as possible and no later than one (1) hour from the time the incident is detected by our monitors or reported by our client. Diagnosis and repair of the issue will commence immediately thereafter and will continue until a solution has been developed.

Please call 506-67-7130 for any severity 0 issue.

Severity Level 1:

A Severity Level 1 issue occurs when there is a critical fault that results in a complete system outage or major application failure which prevents our client from performing a critical business process that has immediate financial impact or there is an impact to data integrity with no workaround available. Mitratech will respond as soon as possible and not later than two (2) business hours from the time the client first reports the issue. Diagnosis and repair of the issue will commence immediately thereafter and will continue until a solution has been developed. If the issue cannot be resolved with 24 hours, Mitratech may, at the client's request and expense, dispatch a technician to the client's site until the issue has been resolved if such a presence is helpful.

Severity Level 2:

A Severity Level 2 issue occurs when there is a serious fault that prevents the execution of a critical business process causing disruption of a major business function, causing serious impact on daily functions or processing with no acceptable workaround. Mitratech will respond as soon as possible and no later than four (4) business hours from the time the client first reports the issue. Diagnosis and report of the issue will commence immediately and will continue until a solution has been developed. Additionally, Mitratech will use commercially reasonable efforts to provide an immediate workaround to allow continued use of the Mitratech software.

Severity Level 3:

A Severity Level 3 issue occurs when there is a fault that does not prevent the execution of a critical business process and does not impact data integrity or the issue may be circumvented using an available workaround. Mitratech will respond as soon as possible and no later than one (1) business day. Diagnosis and report of the issue will attempt to provide a workaround solution. A solution may be incorporated in a future release.

Severity Level 4:

A Severity Level 4 issue occurs when there is fault with low business impact, a cosmetic problem or an inquiry. Mitratech will attempt to diagnose and repair such issues on a time available basis, with the cooperation of the client. A solution may be incorporated in a future release.

STATUS CHECKING

The status of a case may be checked at any time by contacting us or may be viewed directly through the portal.

You may also receive surveys in regards to our performance on individual support cases. Your response to these surveys is important and we appreciate your participation.

[Signature Page Follows]

City of Chicago

A handwritten signature in blue ink, appearing to read "Patrick Ryan", is written over a horizontal line.

Patrick Ryan
Director of Administration
City of Chicago, Department of Law

CITY OF CHICAGO DEPARTMENT OF LAW
 FY2014 SPENDING PLAN
 LOCAL/CLIENT DEPARTMENT FUNDING SOURCES

1	2	3	4	8	9	10	11	12	13
AS AREA	ACCT	DESCRIPTION	2014 ALLOTMENT (\$)	2014 CORP 0100 ALLOTMENT (\$)	2014 WATER 0200 ALLOTMENT (\$)	2014 VEHICLE 0300 ALLOTMENT (\$)	2014 SEWER 0314 ALLOTMENT (\$)	2014 MIDWAY 0610 ALLOTMENT (\$)	2014 O'HARE 0740 ALLOTMENT (\$)
Multiple	0140	Professional & Technical Services							
IT	→ → → →	- LCMS Maintenance	914	914	0	0	0	0	0
IT	0154	Rental/Data Hardware Equipment							
IT	→ → → →	- LCMS Maintenance	750,250	120,467	6,883	5,239	4,188	4,497	8,982
	DOL	TOTAL ALL ACCOUNTS	151,164	121,381	6,883	5,239	4,188	4,491	8,982

¹ Law will request replenishment of 6% holdback from 0154 appropriation; if this is not provided we will pay balance from 0140 IT allotment.

- 100.31.2005.0140.220140 CORPORATE 0140
- 100.31.2005.1054.220154 CORPORATE 0154
- 200.31.2005.0154.220154 WATER 0154
- 300.31.2005.0154.220154 VEHICLE 0154
- 314.31.2005.0154.220154 SEWER 0154
- 610.31.2005.0154.220154 MIDWAY 0154
- 740.31.2005.0154.220154 O'HARE 0154

MITRATECH

December 17, 2013

City of Chicago
Jamie Rhee, Chief Procurement Officer
Department of Procurement Services
121 N. LaSalle Street, Room 806
Chicago, IL 60602

RE: City of Chicago-MBE/WBE Waiver

Dear Ms. Rhee:

In order to continue to provide The City of Chicago TeamConnect Legal Annual Maintenance and Support Services, Mitrtech is requesting a waiver of the City of Chicago's MBE/WBE requirements. This waiver request applies to an extension of the system maintenance and support contract for the TeamConnect Legal application originally contracted in 2007.

The ongoing Maintenance and Support of the application is critical to the City's Legal Department. It is a complex technical task that requires specialists with unique skills related to knowledge of the technical working and coding of the proprietary TeamConnect Legal application. It is impractical for Mitrtech to involve and train external MBE/WBE resources for the wide range of areas needed to support TeamConnect. The application Source Code is Mitrtech's confidential intellectual property, and cannot be disclosed to anyone outside of Mitrtech. The only practical path to continue to provide TeamConnect Maintenance and Support services is to allow this waiver.

We appreciate your consideration and look forward to your response. Please let me know if you should have further questions. I can be reached at 512-382-7322.

Best Regards,



Samuel S. Monti
Chief Financial Officer
Mitrtech Holdings, Inc.

MITRATECH

February 19, 2014

City of Chicago
Jamie Rhee, Chief Procurement Officer
Department of Procurement Services
121 N. LaSalle Street, Room 806
Chicago, IL 60602

RE: City of Chicago-TeamConnect Maintenance & Support

Dear Ms. Rhee:

Mitratech recognizes ongoing Maintenance and Support of the TeamConnect Legal application is critical to the City's Legal Department. Maintenance and Support for TeamConnect Legal is a complex technical task that requires specialists with unique skills related to knowledge of the technical working and coding of the proprietary TeamConnect Legal application. To this end, Mitratech is the exclusive vendor of Support and Maintenance Services of TeamConnect Legal. Similarly, professional services required to apply upgrades to TeamConnect can only be performed by Mitratech or a small group of contractors with specialized knowledge of the complex Mitratech software.

Please let me know if you should have further questions. I can be reached at 512-382-7322.

Best Regards,



Samuel S. Monti
Chief Financial Officer
Mitratech Holdings, Inc.



CERTIFICATE OF LIABILITY INSURANCE

9/4/2014

DATE (MM/DD/YYYY)

12/19/2013

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 Lockton Insurance Brokers, LLC 75 East Santa Clara Street, Suite 1450 CA License #0714705 San Jose 95113 (408) 200-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Atlantic Specialty Insurance Company	27154
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES 979716 **CERTIFICATE NUMBER:** 12712408 **REVISION NUMBER:** XXXXXXXX

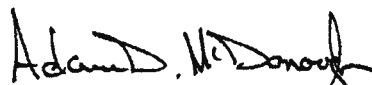
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N	N	711-01-40-79-0000	9/4/2013	9/4/2014	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N	N	711-01-40-79-0000	9/4/2013	9/4/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	N	N	711-01-40-79-0000	9/4/2013	9/4/2014	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$ XXXXXXXX
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	406-04-11-46-0000	9/4/2013	9/4/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

12712408 City of Chicago / Law Department Attn: Rajeev Kumar 121 N. LaSalle Street, Suite 600 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 

Kumar, Rajeev

From: Berman, Brenna
Sent: Thursday, February 13, 2014 4:11 PM
To: Kumar, Rajeev
Cc: Peters, Lynda; Dunn, James; Ryan, Patrick; Moran, Kevin; Bivian, Paul; Sandu, Carmen
Subject: RE: Legal Case Management -ITGB

OK – your NCRB package will need current funding identified so please make sure that is in there.

Brenna M. Berman
Commissioner & Chief Information Officer
Department of Innovation & Technology
City of Chicago
50 W. Washington Street
Suite 2704
312-744-9363 (office)
312-768-0032 (cell)

From: Kumar, Rajeev
Sent: Thursday, February 13, 2014 2:40 PM
To: Berman, Brenna
Cc: Peters, Lynda; Dunn, James; Ryan, Patrick; Moran, Kevin; Bivian, Paul; Sandu, Carmen
Subject: RE: Legal Case Management -ITGB

Hi Brenna,

The Law Department receives funding through the local funding source of the Law Department annual budget and appropriation for this software maintenance and support. While we cannot be certain, we anticipate that future appropriations will be provided through the same funding sources currently used, which are:

100-31-2005-0154-220154; 200-31-2005-0154-220154; 300-31-2005-0154-220154; 314-31-2005-0154-220154; 610-31-2005-0154-220154; 740-31-2005-0154-220154.

Thanks
Raj

From: Berman, Brenna
Sent: Wednesday, February 12, 2014 11:57 AM
To: Kumar, Rajeev
Cc: Peters, Lynda; Dunn, James; Ryan, Patrick; Moran, Kevin; Bivian, Paul; Sandu, Carmen
Subject: RE: Legal Case Management -ITGB

Ok – my approval is contingent on available funding.

Brenna M. Berman
Commissioner & Chief Information Officer
Department of Innovation & Technology
City of Chicago
50 W. Washington Street
Suite 2704

312-744-9363 (office)
312-768-0032 (cell)

From: Kumar, Rajeev
Sent: Wednesday, February 12, 2014 11:54 AM
To: Berman, Brenna
Cc: Peters, Lynda; Dunn, James; Ryan, Patrick; Moran, Kevin; Bivian, Paul; Sandu, Carmen
Subject: Re: Legal Case Management -ITGB

Certainly, we will get that to you hopefully in the next day or so.

From: Berman, Brenna
Sent: Wednesday, February 12, 2014 11:49:05 AM
To: Kumar, Rajeev
Cc: Peters, Lynda; Dunn, James; Ryan, Patrick; Moran, Kevin; Bivian, Paul; Sandu, Carmen
Subject: RE: Legal Case Management -ITGB

Raj – I neglected to confirm the funding source. Can you please confirm the funding for these licenses and support?

Brenna M. Berman
Commissioner & Chief Information Officer
Department of Innovation & Technology
City of Chicago
50 W. Washington Street
Suite 2704
312-744-9363 (office)
312-768-0032 (cell)

From: Kumar, Rajeev
Sent: Wednesday, February 12, 2014 10:46 AM
To: Berman, Brenna
Cc: Peters, Lynda; Dunn, James; Ryan, Patrick; Moran, Kevin; Bivian, Paul; Sandu, Carmen
Subject: RE: Legal Case Management -ITGB

Thank you so much! Yes, I am happy to have this meeting at any time.

From: Berman, Brenna
Sent: Wednesday, February 12, 2014 10:39 AM
To: Kumar, Rajeev
Cc: Peters, Lynda; Dunn, James; Ryan, Patrick; Moran, Kevin; Bivian, Paul; Sandu, Carmen
Subject: RE: Legal Case Management -ITGB

Rav, you have my approval to move forward to NCRB for renewal of software licenses and support. I do want to have a conversation in the near future with Doug, Tom and you to make sure that we have an appropriate application support model in place given the important of the this application and the ever increasing workload of their two team.

Brenna M. Berman
Commissioner & Chief Information Officer
Department of Innovation & Technology
City of Chicago
50 W. Washington Street

Suite 2704
312-744-9363 (office)
312-768-0032 (cell)

From: Kumar, Rajeev
Sent: Wednesday, February 12, 2014 10:26 AM
To: Berman, Brenna
Cc: Peters, Lynda; Dunn, James; Ryan, Patrick; Moran, Kevin; Bivian, Paul; Sandu, Carmen
Subject: RE: Legal Case Management -ITGB

Hi Brenna,
Hopefully these are helpful:

1. Yes. The contract is for license and software updates as well as maintenance and support of the application. (patch fixes etc). We own 500 perpetual licenses.
2. Until now we have managed the application at the Law Department with the help of a DBA and the BO admin from Tom's team and Doug's team providing web support. We don't plan to change this unless the application is further integrated to other City systems. Currently we will be providing a feed to RMIS, and extract address data from GIS.
3. The long term plan for the application was to integrate with Infor/Hansen. There was talk of replacing AHMS with this application but it never materialized. This application was also thought of as the go between of Hansen and AHMS. Other integrations considered were ARMS, IRIS and FMPS integration. DHR has also approached us to manage and track employee labor investigations.

Of course, being the central application whereby all of Law's legal cases go through, as well as HR, employment, HIPAA and attorney client privilege records are kept, we would also have to continue to maintain the confidentiality and security of the content on this database.

We would be very happy to have a renewed larger discussion on long term goals and plans with your team as we move forward.

Thanks!
Raj

From: Berman, Brenna
Sent: Wednesday, February 12, 2014 8:56 AM
To: Kumar, Rajeev
Cc: Peters, Lynda; Dunn, James; Ryan, Patrick; Moran, Kevin; Bivian, Paul; Sandu, Carmen
Subject: RE: Legal Case Management -ITGB

Hi Raj. A few clarification questions:

1. This contract would be just for license support correct?
2. What is the plan for application support?
3. Is there a long term plan for this application?

Brenna M. Berman
Commissioner & Chief Information Officer
Department of Innovation & Technology

City of Chicago
50 W. Washington Street
Suite 2704
312-744-9363 (office)
312-768-0032 (cell)

From: Kumar, Rajeev
Sent: Tuesday, February 11, 2014 5:40 PM
To: Berman, Brenna
Cc: Peters, Lynda; Dunn, James; Ryan, Patrick; Moran, Kevin
Subject: Legal Case Management -ITGB

Hi Brenna,

In the past, there used to be a committee called ITGB consisting of members from DoIT, OBM and the Mayor's Office who would approve large system purchases and implementations. This was the vehicle used by the Law Department to purchase its current Legal Case Management System.

As you know, we are attempting to get a new contract strictly for software maintenance and support of Law's legal case management system called TeamConnect, manufactured by a company called Mitrtech.

In order for this proprietary software maintenance contract, we require NCRB approval from DPS, however we have been informed that DPS's processes require ITGB approval.

Since the ITGB board does not exist anymore, DPS agreed an email from the CIO would suffice as ITGB approval. Could you kindly approve our request to pursue and an annual software maintenance and support contract with Mitrtech on behalf of ITGB?

Thank you.

Raj

Rajeev Kumar
Director of Technology
Law Department
312 744-0135 or 312 622-5997

February 24, 2014

Multi-year Options for City of Chicago

Year-to-Year @ No Cap										
Item	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Year 6 Cost	Year 7 Cost	Year 8 Cost	Year 9 Cost	Year 10 Cost
TeamConnect Enterprise	167,153	192,225	221,059	254,218	292,351	336,203	386,634	444,629	511,323	588,022
Cumulative Total	167,153	359,378	580,437	834,655	1,127,006	1,463,209	1,849,843	2,294,472	2,805,795	3,393,817
5 Years @ 7% Cap										
Item	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost					
TeamConnect Enterprise	155,525	166,411	178,060	190,524	203,861					
Cumulative Total	155,525	321,936	499,996	690,520	894,381					
					Total Saved Over Term:	232,625				
10 Years @ 4% Cap										
Item	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Year 6 Cost	Year 7 Cost	Year 8 Cost	Year 9 Cost	Year 10 Cost
TeamConnect Enterprise	151,164	157,211	163,499	170,039	176,840	183,914	191,271	198,922	206,878	215,154
Cumulative Total	151,164	308,375	471,874	641,912	818,753	1,002,667	1,193,938	1,392,859	1,599,738	1,814,891
					Total Saved Over Term:	1,578,926				

Requisitions - 87468

Operating Unit: CITY OF CHICAGO -

Number: 87468 Type: Purchase Requi Preparer: JOHNSON, ANITA E

Description: Law Department Ca Status: Incomplete Total: USD 0.00

[1]

Items Source Details Details Currency

Num	Type	Item	Rev	Category	Description	UOM	C	[]
1	Goods			91875	Law Department Case M	USD	1	

Destination Type: Expense Source: Supplier

Requester: JOHNSON, ANITA E Supplier: MITRATECH

Organization: CITY OF CHICAGO-INVENTOR Site:

Location: 031-3006A Contact:

Subinventory: Phone:

Catalog... Distributions Approve...



DEPARTMENT OF LAW

MEMORANDUM

Subject: MBE/WBE Waiver Concurrence – Mitrtech Holdings, Inc.

To: Jamie Rhee, Chief Procurement Officer
Richard Butler, NCRB Chairman

From: Stephen R. Patton, Corporation Counsel

Date: February 26, 2014

Stephen R. Patton

The Department of Law requests a waiver of either direct or indirect MBE / WBE participation for Requisition Number 87468.

Due to the extent of software and maintenance and support service requirements that the Law Department requests, and for the reasons specified in the vendor letter for request of waiver, the potential contract is not conducive to sub-contracting any portion of the services.

Therefore, the Law Department concurs with the request of Mitrtech Holdings, Inc. for a waiver of MBE / WBE participation.

CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 54329

Date of This Filing:03/26/2014 01:48 PM

Certificate Printed on: 03/26/2014

Original Filing Date:03/26/2014 01:48 PM

Disclosing Party: Mitrtech Holdings, Inc.

Title:CONTROLLER

Filed by: Joanne Williams

Matter: Enterprise Legal Management Software

Provider and Associated Software services

Applicant: Mitrtech Holdings, Inc.

Specification #:

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Mitratech Holdings, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant
OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
OR

3. a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 5001 Plaza on the Lake, Ste 111
Austin, TX 78746-1084

C. Telephone: 630-321-9213 Fax: 512-382-7529 Email: mark.windere@mitratech.com

D. Name of contact person: Mark Winders

E. Federal Employer Identification No. (if you have one): 74-3025949

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

Enterprise legal management software provider + associated software services

G. Which City agency or department is requesting this EDS? _____

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership
- Limited partnership
- Trust
- Limited liability company
- Limited liability partnership
- Joint venture
- Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
 Yes No
- Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

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

- Yes No N/A

Record shows we were registered at some point. Renewals of the registration are not on file. Mitatech is working to verify whether we renewed the registration and if we did not renew, then we will work with the state to renew if required.

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. **NOTE:** For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title	Name	Title
Jason Parkman	CEO	Nagendra Donepudi	VP, Client Tech Ops
Samuel Monti	CFO	Shawn Lane	VP, Sales
Todd Lietha	VP, Product Dev.	Katie Bullard	VP, Product Mgmt
Judith Tigner	VP, Professional Services	Jessi Marshall	Director, Strategic Programs

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party 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 Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative 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 Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "l.b.d." is not an acceptable response.
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(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. **NOTE:** If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

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

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

None

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

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

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

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name

Business Address

Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

___ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question 1. or 2. above, please provide an explanation:

**SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION,
COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

S.M. Fraled Holdings Inc.
(Print or type name of Disclosing Party)

By: [Signature]
(Sign here)

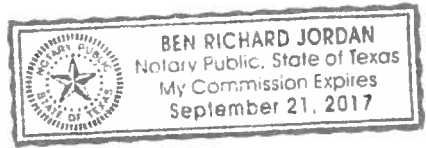
Samuel S Monti
(Print or type name of person signing)

CFD
(Print or type title of person signing)

Signed and sworn to before me on (date) March 5, 2014
at TAMU County, Texas (state).

[Signature] Notary Public.

Commission expires: 9/21/17.



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.
