CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
ROOM 403, CITY HALL, 121 N. LASALLE STREET

NON-COMPETITIVE REVIEW BOARD (NCRB)
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, fill in each of the four (4) major subject areas below in accordance with the instructions for Preparation of Non-Competitive Procurement Form on the reverse side. Complete "Other" subject area if additional information is needed. Subject areas must be fully completed. Responses merely referencing attachments will not be accepted.

Request that negotiations be conducted only with Mitractech Holdings, Inc. for the product(s) and/or service(s) described herein.

This is a request for:

☐ One-Time Contractor Requisition #: , copy attached or ☐ Term Agreement or ☐ Delegate Agency (Check one).

If Delegate Agency, this request is for "blanket approval" for all contracts within the (Attach List).

Pre-Assigned Specification No.: Pre-Assigned Contract No.:

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

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, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: 14269
Specification #: 47617
Modification #: NA

Company or Agency Name: Mitractech Holdings, Inc.
Contract or Program Description: Legal Case Management System

Rejeet Kumar 744-0135
Originator Name Telephone

Signature   Law
Department Date (mm/dd/yr)

PROCUREMENT HISTORY

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

The original contract included the building of an interface between the Law Department's TeamConnect system and the Hansen system, the database used by the Building Department to track inspection information. When the contract was originally drafted, the scope of the interface was described as a batch delivery of information "scheduled to run every half day" between the two databases. See: Contract # 14269, Exhibit B, Interface Requirement 5 of 20, attached) Over the last several months, extensive requirements gathering sessions have been held involving the Departments of Law, Buildings and Innovation and Technology. The sessions have determined that the scope of the interface described in Exhibit B of the original contract will be of little value to the City.

At present, the Building Department enters data in Hansen about buildings that have been inspected, such as property address, assumed property ownership and Inspection results. The Building Department requests the Law Department perform a title search and obtain the necessary documentation which demonstrates the correct legal address and all likely owner(s) for each property. On average, the Law Department performs 18,000 title searches annually for the Building Department. The Hansen system is used to generate legal complaints which must be scanned and edited by the Law Department before they can be filed in court. During the course of this process, the Building Department must physically drive between its Racine facility, the Daley Center and the Law Department multiple times to deliver paperwork to the Law Department needed for each stage of the process.

The requirements gathering sessions revealed efficiencies and consolidations that would benefit both the Buildings and Law
Departments. It also revealed that a twice daily batch delivery of information between the two systems would address few of the many observed inefficiencies.

By leveraging web-services technology which allows for the real-time transfer of information, it is anticipated that double data entry and the physical delivery of documents will no longer be necessary. Users will be alerted when multiple inspections performed by various Bureaus within the Building Department are performed at the same property address. Legal complaints will be generated by the Law Department. Scheduling tools will be created to alleviate the need to use personnel to manually assign each of the 18,000 title searches performed each year, as well as the high volume of cases sent to be heard at the Department of Administrative Hearings. Paperwork will no longer have to be driven between the Buildings and Law Departments. Additionally, it is anticipated that once the interface is in place, data entry needs within both Departments will need to be re-evaluated.

In 2009, the NCRB approved a vendor limit increase for the Law Department's contract #14269 with Mitratech. The vendor limit increase was approved for three enhancements to the TeamConnect system, namely the TeamConnect-Hansen Interface, a TeamConnect-AHMS (Administrative Hearings Management System) Interface, and DHHS reporting. At that time, it was estimated the Hansen Interface would cost $300,000. The DHHS reporting was to build a solution within TeamConnect to satisfy a recent change in federal law which has imposed the mandatory reporting of certain types of information on certain personal injury settlements and judgments.

Discussions with Mitratech regarding the most cost-effective way to implement a solution to the DHHS reporting requirement, however, did not conclude prior to the expiration of the vendor limit increase release. Since that time, the federal government has extended the date by which electronic reporting is required and has created a database that reporters such as the Law Department can utilize. These developments obviate the need to create a reporting solution within the TeamConnect system and, as such, the Law Department no longer seeks a vendor limit increase for the DHHS reporting purpose.

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 a contract with Mitratech Holdings, Inc. (Mitratech) 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 modified 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 contract with Mitratech expires January 31, 2012.

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

This is a continuation of work associated with the current five-year contract with Mitratech. The Law Department desires to exercise its right to amend the contract as provided in Section 4.1. which states:

From time to time during the term of this Agreement, the City may request Mitratech to perform additional services not included in the Scope of Services of this Agreement but which are nonetheless related to the Implementation Services hereunder, such as the development of functionality not set forth in Exhibit B or the creation of new Interfaces or Custom Software not described in the Scope of Services. City shall request Mitratech to perform such services pursuant to a task order request. Mitratech shall respond to the task order request with a detailed Scope of Services, a proposed amount for completion of the task, and a proposed schedule for completion of the task. Upon agreement of the parties as to the detailed scope of services, the compensation, and the schedule, an amendment to the Agreement will be processed to reflect such changes. Mitratech agrees that it will perform the task that is the subject of the amendment for the amount that is equal to the lesser of a or b as follows: a) compensation set forth in the task order, or b) the hourly rates set forth in Exhibit C applicable to task orders multiplied by the total number of hours expended by Mitratech to complete the task. (Emphasis supplied.)

4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).

Not applicable. The Law Department desires to exercise its right to amend the contract as provided in Section 4.1.

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

The Law Department was invited to return to the Information Technology Governance Board (ITGB) once the Hansen Interface is completed at such time as additional functionality and/or interfaces are warranted.

6. Explain whether or not future competitive bidding is possible. If not, why not?

Whether or not future competitive bidding is possible depends upon whether the future work to be completed falls within or outside the language of the City's contract with Mitratech.
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 $821,280.00. The ITGB appropriated $300,000 of the funding which currently resides within a dedicated funding strip (017-06-2005-3006-4011-1829-0140). The ITGB is currently evaluating whether to appropriate the remaining $321,280 of the funding and recommended the Law Department present this request to the NCRB for its December meeting.

2. What is the estimated cost by fiscal year, if the job project or program covers multiple years?

Approximately 43% of the Mitratrech consulting costs will be in 2010, with the rest, 57%, in 2011. Thus, we anticipate costs of $267,150 in 2010 and $354,130 in 2011.

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.)

This software development project was estimated using the standard Software Development Life cycle (SDLC) Waterfall approach. This method provides the framework for the project schedule by first breaking the work into six stages:

- Project Planning
- Requirements Definition
- Design
- Development
- Integration and Testing
- Installation and Acceptance

The SDLC identifies the software development activities that are normally performed during each of these stages. The relationship of each stage to the others can be roughly described as a waterfall, where the outputs from a specific stage serve as the initial inputs for the following stage. The project’s scope and high level business requirements have already been identified. The requirements were then broken down into development tasks for expert level (City and vendor), modified Delphi method estimation and dependency identification. Once this was accomplished, we were able to build a base-lined schedule and budget.

The basis for estimating the hourly cost is found within Section 4.E. of the contract which states “the hourly rates set forth in Exhibit C applicable to task orders multiplied by the total number of hours expended by Mitratrech to complete the task.” The hourly rate set forth in Exhibit C of the contract is $187.50.

1. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other actors 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.

Over the past several months, the Contractor has gained a significant understanding regarding:

- The customizations made to the Law Department’s version of the TeamConnect software, which serves as the foundation for further software design
- The functions and capabilities of the Building Department’s Inspections and Permitting Software (Hansen)
- The scope, detailed requirements and technical architecture necessary to deliver this project

I would take considerable time and money to ramp up another consulting firm to the point where the current vendor’s knowledge set is today. Additionally, numerous hours have been invested by City subject matter experts to educate the vendor.

The Law Department desires to exercise its right to amend the contract as provided in Section 4.E. Additionally, Mitratrech has performed extensive customization for the Law Department to its off-the-shelf version of the TeamConnect software.

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

By breaking down the work necessary to fulfill the project requirements into specific tasks, the vendor and key City subject matter experts were able to discuss, estimate and agree upon the amount of work each task would take. The basis for estimating the hourly cost is found within Section 4.E. of the contract which states “the hourly rates set forth in Exhibit C applicable to task orders multiplied by the total number of hours expended by Mitratrech to complete the task.” The hourly rate set forth in Exhibit C of the contract is $187.50. This rate is within the normal limits of what we pay other vendors for the level of expertise and unique skill set. Additionally, Mitratrech has represented that a bulk pre-payment of funds against which approved invoices for work performed may be applied will not result in a decrease in the project cost equal to 10% of the bulk payment amount.
1. Explain how the schedule was developed and at what point the specific dates were known.

This software development project was estimated using the standard Software Development Lifecycle (SDLC) Waterfall approach. This method provides the framework for the project schedule by first breaking the work into six stages:

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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. The Law Department desires to exercise its right to amend the contract as provided in Section 4.E.

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

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The schedule is critical to maximize the availability and productivity of key consulting resources that possess necessary knowledge and expertise to deliver this project. If this schedule is delayed, there is a high percentage likelihood that we will lose many of these resources due to vendor reassignment.

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

As previously stated, the Law Department desires to exercise its right to amend the contract as provided in Section 4.E. Therefore competitive bidding is not a factor at this time.

EXCLUSIVE OR UNIQUE CAPABILITY

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 copy of the cost proposal, scope of services, and temporary consulting services form.

The plain language of Section 4.E. of the contract provides that when the City seeks to have additional services performed which are related to the Implementation Services hereunder, such as the development of functionality not set forth in Exhibit B or the creation of
new Interfaces or Custom Software not described in the Scope of Services" that the City "shall request Mitrace to perform such services." (Emphasis supplied.) While the original contract contains the TeamConnect – Hansen Interface, extensive requirements gathering over the last several months involving the Departments of Law, Buildings and Innovation and Technology has determined that the scope of the interface described in Exhibit B of the original contract will not provide a benefit to the Law Department.

2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
Not applicable. The language of the contract between the City and Mitrace controls.

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?
Not applicable. The language of the contract between the City and Mitrace controls.

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?
Not applicable. The language of the contract between the City and Mitrace controls.

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?
Not applicable. The language of the contract between the City and Mitrace controls.

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? Explain why?
Not applicable. The language of the contract between the City and Mitrace controls.

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.
Not applicable. The language of the contract between the City and Mitrace controls.

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.
Not applicable.

☑ OTHER

Project advantages include efficient and effective communications on property ownership information, inspection results, pending case information, and matter and case disposition information; consistent and accurate information shared by and between both Departments; increased accuracy on reporting on Building Code violations, the status of compliance, and the fines and penalties collected; and reduction in data entry effort by both Law Department Building Department personnel.

APPROVED BY:

[Signatures]

DATE

DATE

DATE

PRINT NAME

PRINT NAME

PRINT NAME

DATE OF APPROVAL
DEPARTMENT OF LAW
MEMORANDUM

Subject: Law Department Case Management System: Vendor Limit Increase to Perform Hansen Interface

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

From: Patrick Ryan, Director of Administration

Date: November 23, 2010

The Law Department requests to appear before the Non-Competitive Review Board on December 7, 2010 to discuss modification of the scope of work and increasing the vendor limit on the current contract agreement with Mitrattech Holdings, Inc., for TeamConnect software.

We previously appeared before the Non-Competitive Review Board in December 2009 and received approval for a scope modification and vendor limit increase for three purposes: a TeamConnect-Hansen Interface, a TeamConnect-AHMS interface and a solution within TeamConnect to satisfy the mandatory reporting required by the federal Department of Health & Human Services (DHSS). The Law Department withdrew the requisition because we decided not to pursue the DHSS reporting by using TeamConnect. At that time, the Law Department represented that we would re-submit a request to the NCRB for the TeamConnect-Hansen interface component only.

At this time, the Law Department is requesting a vendor limit increase in the amount of $621,280 to provide a sufficient funding allowance which will cover completion of the Hansen Interface project. I have attached the following documents to facilitate this request.

- Project Checklist
- Justification for Non-Competitive Procurement
- Contract Amendment Documents
- Statement of Work
- Cost Estimate
- Project Schedule
- Economic Disclosure Statements
- MBE/WBE Documents

Requisition #55195 has been entered onto the Financial Management & Purchasing System to coincide with this request.

An electronic copy and hard copy of all documents has been submitted to your attention and the NCRB Chairman. Please contact me at 744.7375 if you have any questions or require additional information.
DPS PROJECT CHECKLIST

IMPORTANT: ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR ROUTING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602, ATTENTION: CHIEF PROCUREMENT OFFICER.

General Information:

Date: 11/33/2010  Need by (estimated date): 12/07/2010
Requisition No.: 66195  Contact Person: Rajeev Kumar
Specification No.: (if known) 47617  Project Manager: Rajeev Kumar
PO No.: (if known) 14269  Telephone: 7440135
Modification No.: (if known) NA  Telephone: 7440135
Previous PO No.: (if known) 14269  Fax: 7420664
Email: rkumar@cityofchicago.org

Project Description: Vendor Limit Increase for Hansen Interface

Funding:

City: ☐ Corporate  ☐ Bond  ☐ Enterprise  ☐ Grant*  ☒ Other: Equipment Note
State: ☐ IDOT/Transit  ☐ IDOT/Highway  ☐ Grant*  ☐ Other:
Federal: ☐ FHWA  ☐ FTA  ☐ Grant*  ☐ Other:

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Term Estimated Value: $621,280

*If Grant Funded, Attach Copy of Approved Grant and Application and Any Other Terms and Conditions of Funding Source That May Apply. Grant Funds Must Be ___ Committed or ___ Spent by Deadline: ___ (Date)

Scope Statement:
☐ Attached is a Detailed Scope of Services and/or Specification. E-mail softcopy in Microsoft Word to DPS Unit Manager

IMPORTANT:
THIS IS A CRITICAL PORTION OF YOUR SUBMITAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

Purchase Order Type (Check All That Apply):

☐ New Request  ☐ Modification/Amendment
☐ Blanket/Term/DUR/Agreement  ☐ Time Extension**
☐ Master Agreement (Task Order)  ☒ Vendor Limit Increase
☐ Standard/One-Time Purchase  ☒ Scope Change/Price Increase/Additional Line Item(s)
☐ Other (specify): Amendment Attached

Forms
☐ Non-Competition Review Board (NCRB)

Contract Term: Current
** Requested Term (Number of Months): Na

Pre-Bid/Submittal Requirements:
Mandatory Pre Bid/Submittal Conference?  ☐ Yes* ☒ No
Requesting Site Visit?  ☐ Yes  ☒ No

*If yes, explain reasons why mandatory attendance is necessary.
ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

Required Attachments: Scope of Services, including location, description of project, services required, deliverables, and other information as required.

Risk Management

Current Insurance Requirements prepared/approved by Risk Management:
 Will services be performed within 50 feet of CTA train or other railroad property?
 Will services be performed on or near a waterway?

☐ Yes ☐ No
☐ Yes ☐ No
☐ Yes ☐ No

If applicable, Pre-Qualification Category No. Category Description:

For Pre-Qualification Program, attach list of suggested firms to be solicited.

Other Agency Concurrence Required: ☐ None ☐ State ☐ Federal ☐ Other _______

If Amendment request, please verify and provide the following:

Contractor's Name:
Contractor's Address:
Contractor's e-mail Address:
Contractor's Phone Number:
Contractor's Contact Person:

Attach Recommendation of MBE/WBE/DBE Analysis Form

☐ Yes ☐ No

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents:

☐ Yes ☐ No

Required Attachments:
Copy of Draft Contract Documents and Detailed Specifications

Risk Management:

Current Insurance Requirements prepared/approved by Risk Management:
 Will work be performed within 50 feet of CTA or ATS structure or property?
 Will work be performed aside?

*NOTE: Any non-construction Aviation request, complete the applicable section.

Do bid documents contain Sensitive Security Information (SSI)?
*If yes, attach Confidentiality Statement

☐ Yes* ☐ No ☐ Redacted

Attach Recommendation of MBE/WBE/DBE Analysis Form

☐ Yes ☐ No

If Amendment request, please verify and provide the following:

Contractor's Name:
Contractor's Address:
Contractor's e-mail Address:
Contractor's Phone Number:
Contractor's Contact Person:

10/21/2009, 2 of 5
**COMMODITIES SUPPLEMENTAL CHECKLIST**

**Required Attachments:**
- Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, user department contact, price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

Attach Recommendation of MBE/WBE/DBE Analysis Form

Is this a Revenue Producing contract?

If Modification request, please verify and provide the following:
- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

**CONSTRUCTION SUPPLEMENTAL CHECKLIST**

**Required Attachments:**
- Copy of Draft (80% Completion), Contract Documents and Detailed Specifications
- Risk Management
- Current Insurance Requirements prepared/approved by Risk Management:
- Will services be performed within 50 feet of CTA train or other railroad property?
- Will services be performed on or near a waterway?

Attach Recommendation of MBE/WBE/DBE Analysis Form

If Modification request, please verify and provide the following:
- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

**PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST**

If New Request (Check applicable boxes):
- Is this a Request for Information (RFI)?
- Is this a Request for Qualifications (RFQ)?
- Is this a Request for Proposal (RFP)?
- If RFQ or RFP, did any outside Consultant provide advice or deliverables in developing the RFQ or RFP?

*If yes, Company Name:

Attach a narrative explaining the consulting services and deliverables provided.

Is this a Non-Competitive Procurement?

*If yes, attach completed Non-Competitive Justification form, vendor proposal and completed MBE/WBE compliance plan (Schedules C-1 and D-1) submitted to the Non-Competitive Review Board.

Is this a request for Individual Contract Services?

*If yes and you seek a sole source contract to hire a person as a Consultant, attach completed Office of Compliance "Request for Individual Contract Services" approval form signed by Department Head, Office of Compliance & OBM.

Is this a Revenue Producing contract?

Does this request involve the purchase of Software?

*If yes, is City required to sign a software license?

*If yes, attach descriptions of software and software license agreement.
**PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST (continued)**

Required Attachments (IF RFP/RFQ OR SOLE SOURCE):
- Statement of Work (SOW), Deliverables or Scope of Services defined

**Does SOW involve any work in the public way?**
- [ ] Yes*  [x] No

**If yes, attach list of locations.**

**Does SOW involve any public improvement to property that requires performance bond or prevailing wage?**
- [ ] Yes*  [x] No

**If yes, attach list of locations.**

**Is City Council approval required?**
- [ ] Yes  [x] No

- Project or Program Background Information
- Project Goals and Objectives
- Qualifications or Licenses/Certifications required for any disciplines  NA
- Evaluation Criterion desired in RFP or RFQ  NA
- Evaluation Committee (EC) members recommended. Attach list of names, titles and departments  NA
- Technical and/or Functional Requirements, if applicable
- Cost Proposal/Schedule of Compensation structure (If Sole Source, only Contract Term by Milestone Deliverables)
- If an Information Technology (IT) project valued at $100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

**Attach Recommendation of MBE/WBE/DBE Analysis Form:**
- [ ] Yes  [x] No

**If Amendment request, please verify and provide the following:**
- Contractor's Name: Mitratech Holdings, Inc.
- Contractor's Address: 5900 Wilshire Blvd., Suite 300
- Contractor's e-mail Address: bob.ven@mitratech.com
- Contractor's Phone Number: 323.384.3792
- Contractor's Contact Person: Robert A. Ven

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**VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST**

Required Attachments:
- Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories
- Special Provisions (Delivery, Warranty; Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)
- Delivery Location(s)
- Technical Literature
- Drawings, if any
- Part Number List (Manufacturer; or Dealer; or Other Source)
- Current Price List(s)/Catalog(s)
- Special Approval Form
- Exhibits and Attachments

**Attach Recommendation of MBE/WBE/DBE Analysis Form:**
- [ ] Yes  [x] No

**Is this a Revenue Producing Contract?**
- [ ] Yes  [x] No

**If Modification request, please verify and provide the following:**
- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:
WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments:
- Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate
- If an Information Technology (IT) project valued at $100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Risk Management:
- Will services be performed within 50 feet (50') of CTA train or other railroad property? □ Yes □ No
- Will services be performed on or near a waterway? □ Yes □ No
- Will services require the handling of hazardous/bio-waste material? □ Yes □ No
- Will services require the blocking of streets or sidewalks which may affect public safety? □ Yes □ No

Attach Recommendation of MBE/WBE/DBE Analysis Form
Is this a Revenue Producing contract? □ Yes □ No

If Modification or Amendment request, please verify and provide the following:
Contractor's Name:
Contractor's Address:
Contractor's e-mail Address:
Contractor's Phone Number:
Contractor's Contact Person:
version of the Software installed in the System. If the City elects to have them installed, the City may elect to install them without the assistance from Mitratech, or to have Mitratech to install them; if the City chooses the latter, Mitratech will do so at the hourly rates included in Exhibit C (Compensation). Upon installation, acceptance will follow the procedures set forth in Exhibit F and H and Section 4C hereof. Upon acceptance by the City, Mitratech will provide a certification to the City that the upgraded and/or enhanced Software will perform pursuant to the functional specifications set forth in this Agreement. Any such updates, enhancements, modifications, and new version of the Software must perform at least the functions of the Software required under this Agreement (which requires the Mitratech to configure the Software during the Implementation Phase to meet the requirements of this Agreement) and must continue to otherwise comply in all respects with the terms and conditions of this Agreement; any loss of functionality or other failure of the update, enhancement, modification, and/or new version to conform to the requirements of this Agreement must be promptly remedied by the Mitratech at its sole cost and expense. Further, Mitratech guarantees that any new version of the Software provided to the City will not impair the functionality of Teamconnect Legal as configured by Mitratech during the Implementation Phase; any impairment of functionality from that required in Exhibit B must be promptly remedied by Mitratech at its own cost and expense. Mitratech warrants and guarantees that any updates, enhancements, modifications and new versions provided to the City will not impair in any respect the operation of the configured Software accepted by the City.

3. Scope Of Use

City will use the Software and Documentation at such Law Department or other sites as it deems necessary. The initial locations are set forth in Exhibit E. City shall give Mitratech notice of any different location.

4. Implementation Phase

A. Procedure for Installation and Acceptance of Base Application. Pursuant to the project schedule, Mitratech will install the Software, prior to Mitratech’s implementation and configuration of it in Division Groups, at the locations set forth in Exhibit E, or, in a hosted environment, as determined by the City, and Mitratech will demonstrate to the City that it functions in accordance with the specifications set forth in Exhibit D and with the acceptance testing protocol for the Software, which is included as part of Exhibit H. If the City determines that the Software meets the functionality referenced in Exhibit D, it will notify Mitratech no later than midnight, PT, January 31, 2007, that it accepts the base application. If City does not notify Mitratech by such time, City will be deemed to have not accepted the Software, and this Agreement will be deemed to have terminated, with no sums owed to either party.
B. Implementation Phase: Scope of Services, and Schedule for Implementation. Exhibit F contains a detailed Scope of Services setting forth Mitratex's Implementation Services, as well as time-frames for the City to respond to certain deliverables provided by Mitratex. Mitratex must perform those Implementation Services for each Division Group pursuant to the schedule set forth in Exhibit F. Such Implementation Services include, without limitation, the installation of the Software on the hardware at City locations, the configuration/customization of the Software to enable the configured Software to perform the functions set forth in this Agreement, the creation of Interfaces of the Software with certain applications identified in Exhibit F, and data conversion. Mitratex acknowledges that it will, pursuant to the timetable set forth in Exhibit F, provide the Implementation Services for each Division Group (as described on Exhibit D).

If Mitratex is delayed in meeting the timetable for configuring the Software and providing the other Implementation Services for any Division Group because the City has not completed a given task within the time prescribed for that task in Exhibit F, and provided that Mitratex has taken commercially reasonable steps to mitigate the effects of the delay, Mitratex will be afforded extra time to complete the task at issue for that Division Group commensurate with the extra time taken by City. As Mitratex completes the implementation for each Division Group, the parties will follow the acceptance procedures set forth in this Agreement, including Section C below, which contemplate that the City, upon demonstration that the Implementation Services meet the Acceptance Criteria for each Division Group, will accept them for that Division Group. All implementation activities to be performed for each Division Group may be referred to herein as "Stage."

C. Acceptance. The criteria and procedures for City acceptance for each Division Group are set forth in this subsection C and Exhibit H.

(i) Acceptance Criteria. Without limiting the generality of the foregoing, the Implementation Services may be subject to acceptance testing by City, in its sole discretion, to verify that they satisfy the Acceptance Criteria, as set forth in Exhibit F and Exhibit H. Such Acceptance Criteria shall be based, at a minimum, on conformance of the Implementation Services with the Functional Specifications, as set forth in Exhibit H and shall conform to the acceptance protocols set forth below.

(ii) Acceptance Testing by the City. The City may, in its sole.
discretion, elect to test or evaluate any such Implementation Services with respect to a Division Group to determine whether they comply in all material respects with the Acceptance Criteria. Upon completion of review and testing with respect to each Division Group, the City shall notify Mitratex whether it has accepted any such Implementation Services ("Accept") or whether it has identified discrepancies with the Acceptance Criteria ("Reject"). The City may Accept or Reject the Implementation Services for a Division Group in its sole discretion. If the City Rejects any Implementation Services for a Division Group, it shall provide a written list of items that must be corrected. On receipt of such notice, Mitratex shall promptly commence, at no additional charge to the City, all efforts to complete, as quickly as possible, such necessary re-performance of that portion of the Implementation Services as will permit them to be ready for retesting and review, but in no event shall performance of such corrective measures exceed 20 days from receipt of the City’s notice. The testing and evaluation process shall resume, as set forth above. If the City Accepts the Implementation Services for a Division Group, it shall issue a written "Acceptance Notice." The date of such Acceptance Notice shall be deemed the "Acceptance Date." If the City determines that the Implementation Services for a Division Group have been modified subsequent to City’s rejection, but still does not comply in all respects with the Acceptance Criteria, the City may, either, in its sole discretion, (1) afford Mitratex the opportunity to repeat the correction and modification process as set forth above at no additional cost or charge to the City, or (2) depending on the nature and extent of the failure in the City’s sole judgment, terminate this Agreement (either in whole or in part) if the failure materially affects the function or desirability of the Configured Software to the City as a whole, and treat the failure as an event of default. The foregoing correction and modification procedure shall be repeated until the Implementation Services for each Division Group, passes the applicable Acceptance Criteria, or the City elects the termination option described above. In the event of a termination under this paragraph, Mitratex shall refund to City, within 10 business days of written notice of termination, all sums paid to Mitratex hereunder for the Implementation Services not accepted. This paragraph is not in limitation of any of the City’s remedies under this Agreement.

(ii) Integration. As part of the Implementation Services involve the integration of the Software with other City applications, as set forth in the Scope of Services, the Implementation Services for any Division Group will not be accepted by the City until the Implementation Services cause the Configured Software to work
together with any such applications as an integrated whole and performs the functions set forth in this Agreement. Further, the Implementation Services will not be accepted for any Division Group until it is verified that (a) the Configured Software works together as an integrated whole with those portions of the Configured Software and Interfaces previously implemented by Mitratech under this Agreement and accepted by the City for other Division Groups, (b) that the Implementation Services did not impair the functionality of the portions of the Configured Software previously accepted for other Division Groups, and (c) the Configured Software works together with and does not impair the functionality of the base application. Mitratech shall promptly, at its own cost and expense, re-perform those Implementation Services previously accepted if Mitratech’s Implementation Services performed for any Division Group cause impairment of functions in such previously accepted portions.

D. Project Management and Quality Assurance. During the Implementation Phase, Mitratech must provide sufficient resources to insure the successful completion of the Implementation Services. A schedule setting forth the City’s minimum expectations with respect to personnel to be working at the City’s facilities during this phase is set forth on Exhibit G. Mitratech must immediately notify the City when it believes that the Implementation Services are not being properly performed and will take corrective action to remedy any problem.

E. Task Order Services. From time to time during the term of this Agreement, the City may request Mitratech to perform additional services not included in the Scope of Services of this Agreement but which are nonetheless related to the Implementation Services hereunder, such as the development of functionality not set forth in Exhibit B or the creation of new Interfaces or Custom Software not described in the Scope of Services. City shall request Mitratech to perform such services pursuant to a task order request. Mitratech shall respond to the task order request with a detailed Scope of Services, a proposed amount for completion of the task, and a proposed schedule for completion of the tasks. Upon agreement of the parties as to the detailed scope of services, the compensation, and the schedule, an amendment to the Agreement will be processed to reflect such changes. Mitratech agrees that it will perform the task that is the subject of the amendment for the amount that is equal to the lesser of a or b as follows: a) compensation set forth in the task order, or b) the hourly rates set forth in Exhibit C applicable to task orders multiplied by the total number of hours expended by Mitratech to complete the task.
Replace the current section 5 with the following:

5. Hansen Interface:

Services as detailed in Exhibit A, Hansen Interface, will be included within the Services in the Agreement (these may be known herein as the “Hansen Interface Services” and the interface may be known as the Hansen Interface). Mitratiteh will be compensated for such services at the hourly rates set forth in the compensation section of Exhibit A. The Hansen Interface must meet the functional specifications contained in Exhibit B hereof, and the Hansen Interface may not impair the functionality of any other part of the System previously delivered to the City.

Mitratiteh will complete the Hansen Interface Services in accordance with the schedule attached hereto as Exhibit C. Mitratiteh will convey ownership of the Hansen Interface to the City upon the City’s acceptance of it, inclusive of all source and object code, free of all liens and encumbrances.

Mitratiteh will notify the City in writing when it believes the Hansen Interface has been completed, and Mitratiteh will run such tests of the Hansen Interface as the City deems necessary to determine whether the Hansen Interface is operable. Mitratiteh will warrant that the Hansen Interface is fully operational for a period of 90 days following the City’s acceptance in writing of the Hansen Interface. Following acceptance, the Hansen Interface will be part of the System as defined in the Agreement. If, during this period, the Hansen Interface does not meet the functional specifications, Mitratiteh will immediately repair and replace as necessary at its own cost and expense and resubmit to the City for acceptance. Nothing herein is a limitation on the City’s remedies under the Agreement.
### Exhibit B- City of Chicago Business Requirements Document

**Interface Requirement 5 of 20**

<table>
<thead>
<tr>
<th>Application Name</th>
<th>HANSEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interface to or from this application?</td>
<td>Two way to and from Hansen</td>
</tr>
<tr>
<td>Application Owner Dept/External Entity</td>
<td>Department of Buildings</td>
</tr>
<tr>
<td>Contact name and number</td>
<td>Department of BIS</td>
</tr>
<tr>
<td>Application Support Department</td>
<td>Troubled buildings, Demolitions, Building Inspections, Building related court action cases</td>
</tr>
<tr>
<td>Business reason for interface</td>
<td>Proprietary Application</td>
</tr>
<tr>
<td>Application type (custom or package)</td>
<td>Oracle</td>
</tr>
<tr>
<td>Application DB</td>
<td>BIS.</td>
</tr>
<tr>
<td>Hardware platform and location</td>
<td>SQL</td>
</tr>
<tr>
<td>Language</td>
<td>YES</td>
</tr>
<tr>
<td>On City Network?</td>
<td>Yes</td>
</tr>
<tr>
<td>Interface type (function call, real-time, batch, etc.)</td>
<td>The batch job will be scheduled to run every half day</td>
</tr>
<tr>
<td>Interface method (DB link, etc.)</td>
<td>SOA</td>
</tr>
<tr>
<td>Interface frequency if batch (daily, etc.)</td>
<td>Twice a day</td>
</tr>
<tr>
<td>Peak and average number of daily transactions</td>
<td></td>
</tr>
<tr>
<td>Data elements required (list and describe)</td>
<td>The DOL is already working with BIS and DOB to include this interface as part of the grand Service Orientated Architecture “BUS” DOL would require this interface to access and edit legal charges but would end up pushing the data back into Hansen.</td>
</tr>
<tr>
<td>Additional comments</td>
<td></td>
</tr>
</tbody>
</table>
City of Chicago

Statement of Work
TeamConnect/Hansen Integration Project

September 14, 2010

MITRATECH
Connecting People, Knowledge and Process

KIERSTED/SYSTEMS
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1 Introduction

The City of Chicago currently uses the Hansen application to answer permit, annual and complaint inspections, for the maintenance of building related data. The City of Chicago uses Mitratech’s TeamConnect software to manage their legal cases.

The TeamConnect/Hansen Interface project will automatically send the inspection, violation, recommendation, parcel, building and other necessary information to TeamConnect. In addition certain information will also be synced back to Hansen from TeamConnect as the case details are updated by legal.

2 Approach

The project will be divided into three phases to allow rollout of functionality to the business users in a modular fashion. Resources dedicated to the project to complete the three phases will be a combination of Mitratech/Kiersted, DoIT, the Hansen team and Infor.

2.1 Phase 1

In phase 1 Department of Building (DOB) will conduct inspections, record this information in Hansen and store documents in SharePoint related to the case. Once the inspections are approved in Hansen if the case is designated as a 50’s or 80’s case the Hansen interface will create the matter in TeamConnect.

These cases are routed to Collection and Ownership Litigation, Department of Law (COLD) for title work. A case assignment tool will be created in TeamConnect to automatically assign these cases to Data Team Members within COLD to pull the title documents. Once the Data Team Members have completed their work the case assignment tool will assign the case to a Law Clerk within COLD to perform the title search. In addition further TeamConnect workflows will be created to facilitate Title Trust Expert reviews, Title Bank Disclosure work, Supervisor reviews and Title Exceptions.

Due to the volume of administrative hearings a court date assignment tool will be created in TeamConnect to assign court dates for these cases. These court dates will be synced back to Hansen by the Hansen interface. Once COLD has completed the title work the case will be either sent back to DOB or forwarded to Building License Enforcement, Department of Law (BLE).

The administrative hearings will be manually assigned to a BLE attorney by designated personnel within BLE. A tool will be created in TeamConnect to automatically assign the Circuit court cases to appropriate personnel.
At any time during the process either COLD or BLE may:

- Reject the case back to DOB
- Upgrade or downgrade the case, i.e. change from/to a 50/80 or downgrade further to a 20

This information will be synced back to Hansen.

If case is rejected back to DOB they may make changes in Hansen and then resubmit the case to legal. The resubmit will be synced to TeamConnect.

- If Contact information is updated this information will be synced between Hansen and TeamConnect.
  - All assignees and involved contacts for the matter in TeamConnect will automatically sync to Hansen
  - Contact information in Hansen may be selectively sent to TeamConnect.

All review and updates to violation information will be performed in Hansen. This information will not be synced to TeamConnect.

A combined Business Objects universe will bring information from both Hansen and TeamConnect to provide proper reporting.

The following diagram illustrates Phase 1 functionality. The functionality for Phase 1 was signed off by the business and team members on September 9th, 2010:
2.2 Phase 2

Phase 2 will expand the TeamConnect and Hansen interface functionality to include:

- Updates/additions/deletion made to violations in TeamConnect will be synced to Hansen
- Re-inspection requests entered in Hansen will be synced to TeamConnect
- Re-inspection results entered in Hansen will be synced to TeamConnect

2.3 Phase 3

Phase 3 will complete the Hansen interface project and will include:

- Condition requirements and due dates for Consent Decrees and Agreed Orders will be synced from TeamConnect to Hansen for proper scheduling and completion of re-inspections
- Outcomes of Consent Decrees and Agreed Orders should be passed from TeamConnect to Hansen for proper closing or continuance of Case/Hearing
- The outcomes of Circuit Court and Administrative Hearing cases should be passed from TeamConnect to Hansen for proper closing of cases
- Compliance information for all cases should be passed to TeamConnect from AHMS for proper closing of Matters. This will be an automated BO import process from AHMS to TeamConnect.

3 Assumptions

The following assumptions were made in preparing this SOW. Tasks for all phases will be divided between the Hansen interface team - Mitrachek/Klersted, DoIT, the Hansen team and Infor. This statement of work only addresses tasks to be performed by Mitrachek/Klersted.

Mitrachek/Klersted will provide a consulting team to deliver services associated with configuration, customization and implementation

3.1 Environmental Assumptions

This SOW assumes the following environmental parameters:

- TeamConnect 3.2 will be up and running in production
- Dedicated development/test environment with both TeamConnect 3.2 and Hansen will be provided by City of Chicago to development team
Remote access must be granted to Mitratech/Kiersted team to the development/test environment
The Hansen team will develop WebServices for TeamConnect so that TeamConnect may update Hansen according to the specifications
Mitratech/Kiersted team will develop WebServices for Hansen so that Hansen may update/create information in TeamConnect according to the specifications

3.2 Phase 1 – Mitratech/Kiersted Tasks

Mitratech/Kiersted will perform the following:

- Conduct personnel interviews with COLD and BLE to determine workflows and automated tools necessary to support phase 1
- Participate in Integration/Mapping meetings to determine mapping of information from/to Hansen and TeamConnect
- Participate in architectural/design meetings with Hansen team
- Prepare business requirements documentation for business sign off
- Prepare technical specification documentation for sign off
- Develop WebServices Skeleton for acceptance of information into TeamConnect
- Develop WebServices Stub for acceptance of information into TeamConnect

WebServices calls will be limited to the following:

- Accepting information from Hansen to create a matter in TeamConnect
- Sending Contact/Involved information from TeamConnect to Hansen
- Accepting Contact/Involved information from Hansen into TeamConnect
- Sending case reject from TeamConnect to Hansen
- Accepting case re-submit from Hansen to TeamConnect
- Sending AH court dates from TeamConnect to Hansen
- Sending case upgrade/downgrade information from TeamConnect to Hansen

- Develop workflows for COLD and BLE including automated case assignment tool
- Develop automated court assignment tool for Administrative Hearings
- Facilitate link to SharePoint from the matter in TeamConnect

- This will be a simple link that users may click on to open up the SharePoint site in a new window
- The creation of the site is not part of this SOW. It is assumed that this will be done in Hansen and the url to the site will be passed to TeamConnect as part of the create a matter information
- Users will not be able to add documents to SharePoint from within TeamConnect or using any of the Mitratech Outlook drag and drop functionality
City of Chicago – TeamConnect/Hansen Integration Project

- Perform system testing for the WebService calls, COLD and BLE workflows and case assignment tool, AH court assignment tool
- Package and deploy in staging environment
- Participate in compiling pre-production check list
- Package for production, assist in production rollout
- 36 hours post production on-site floor support
- Provide project management and participate in weekly status meetings

All other tasks for Phase 1 are not included in this SOW and are assumed to be performed by other members of the Hansen interface team.

3.3 Phase 2 – Mitratelych/Kiersted Tasks

Mitratelych/Kiersted will perform the following:

- Conduct personnel interviews with COLD and BLE for business requirements to support phase 2
- Participate in Integration/Mapping meetings to determine mapping of information from/to Hansen and TeamConnect
- Participate in architectural/design meetings with Hansen team
- Prepare business requirements documentation for business sign off
- Prepare technical specification documentation for sign off
- Develop WebServices Skeleton for acceptance of information into TeamConnect
- Develop WebServices Stub for acceptance of information into TeamConnect

WebServices calls will be limited to the following:

- Updates/additions/deletion made to violations in TeamConnect will be synced to Hansen
- Re-inspection requests entered in Hansen will be synced to TeamConnect
- Re-inspection results entered in Hansen will be synced to TeamConnect

- Develop business rules and screens to support phase 2
- Perform system testing for the WebService calls, business rules and screens
- Package and deploy in staging environment
- Participate in compiling pre-production check list
- Package for production, assist in production rollout
- 36 hours post production on-site floor support
- Provide project management and participate in weekly status meetings
All other tasks for Phase 2 are not included in this SOW and are assumed to be performed by other members of the Hansen interface team.

3.4 Phase 3 – Mitrateg/Klersted Tasks

Mitrateg/Klersted will perform the following:

- Conduct personnel interviews with COLD and BLE for business requirements to support phase 3
- Participate in Integration/Mapping meetings to determine mapping of information from/to Hansen and TeamConnect
- Participate in architectural/design meetings with Hansen team
- Prepare business requirements documentation for business sign off
- Prepare technical specification documentation for sign off
- Develop WebServices Skeleton for acceptance of information into TeamConnect
- Develop WebServices Stub for acceptance of information into TeamConnect

WebServices calls will be limited to the following:

- Condition requirements and due dates for Consent Decrees and Agreed Orders will be synced from TeamConnect to Hansen for proper scheduling and completion of re-inspections
- Outcomes of Consent Decrees and Agreed Orders should be passed from TeamConnect to Hansen for proper closing or continuance of Case/Hearing
- The outcomes of Circuit Court and Administrative Hearing cases should be passed from TeamConnect to Hansen for proper closing of cases
- Develop business rules and screens to support phase 3
- Perform system testing for the WebService calls, business rules and screens
- Package and deploy in staging environment
- Participate in compiling pre-production check list
- Package for production, assist in production rollout
- 36 hours post production on-site floor support
- Provide project management and participate in weekly status meetings

All other tasks for Phase 3 are not included in this SOW and are assumed to be performed by other members of the Hansen interface team.
3.5 Mitrtech/Kiersted Resources

Mitrtech/Kiersted will supply the following resources:

<table>
<thead>
<tr>
<th>Resource</th>
<th>Number</th>
<th>Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Analyst/Project Manager</td>
<td>1</td>
<td>Meet with business to determine and document business requirements. Provide project management and participate in weekly status meetings.</td>
</tr>
<tr>
<td>Consultant</td>
<td>1</td>
<td>Meet with Hansen team to determine and document the protocol and methodology for exchange of information between Hansen and TeamConnect</td>
</tr>
<tr>
<td>Technical Lead</td>
<td>1</td>
<td>Participate in Hansen team meetings and prepare technical specifications. Manage the Mitrtech/Kiersted development resources.</td>
</tr>
<tr>
<td>Developer</td>
<td>2</td>
<td>Develop interfaces calls, workflows, and automated assignment tools</td>
</tr>
</tbody>
</table>

3.6 Team Assumptions

This SOW assumes that the Hansen team will be available in a timely fashion to work with Mitrtech/Kiersted resources to determine the format and methodologies for the WebSphere calls.

It is assumed that business personnel will review and approve business requirements and technical documentation in a timely manner.

3.7 Time and Materials

The Hansen interface project is a time and materials project. The estimates supplied in this SOW are based on our current knowledge and projects of a similar nature. Estimates in this SOW should not be interpreted as fixed costs. Please see the COLD business requirements as currently defined.

3.8 Travel and Expenses

Travel and expenses will be billed at cost to City of Chicago for on-site personnel.
4 Estimate Hours/Cost

The estimate for Phase 1 is broken down at a detail level. Phases 2 and 3 are ballpark estimates based on current knowledge. All estimates are subject to assumptions stated in this SOW.

Estimated cost is exclusive of travel and expenses related to the project.

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Hour(s)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coding</td>
<td>1,000</td>
<td>$110,000</td>
</tr>
<tr>
<td>Project Management, Business Analysis, Technical Design</td>
<td>2,502</td>
<td>$469,280</td>
</tr>
<tr>
<td>Travel Reimbursement</td>
<td></td>
<td>$42,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$621,280</td>
</tr>
</tbody>
</table>

5 Estimate Timeline

Following are the estimated delivery dates for the rollout of each of the three phases. Please note that the delivery dates are also dependant on other business and team members outside the control of Miratech/Kiersted resources.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Estimated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>See Attached</td>
</tr>
<tr>
<td>Phase 2</td>
<td>See Attached</td>
</tr>
<tr>
<td>Phase 3</td>
<td>See Attached</td>
</tr>
</tbody>
</table>
CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

MITRATECH HOLDINGS, INC.

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. [X] 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 Disclosing Party holds an interest:

   OR

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

B. Business address of Disclosing Party:

5900 WILSHIRE BLVD.
LOS ANGELES CA 90036

C. Telephone: 323/900-1700 Fax: 323/964-0000 Email:

D. Name of contact person: DAVID H. MORTON

E. Federal Employer Identification No. (if you have one): 74-3025749

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):

ENHANCE CITY'S TELECONNECT LEGAL APPLICATION TO COMPLY WITH NEW HEALTH & HUMAN SERVICES REPORTING REGULATIONS

G. Which City agency or department is requesting this EDS? DEPT OF LAW

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

Specification # 47617 and Contract # 14269
SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:
   [ ] Person
   [ ] Publicly registered business corporation
   [x] 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)

* Note B.1.b below.

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

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. 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).

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liran Benhia</td>
<td>CHAIRPERSON</td>
</tr>
<tr>
<td>Heshin Benhia</td>
<td>PRESIDENT &amp; CEO</td>
</tr>
<tr>
<td>(Directors are the same as above)</td>
<td></td>
</tr>
</tbody>
</table>

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), 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


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

Asim Benia               5700 W. 26th St. 52%
Los Angeles, CA 90086

Isham Benia              Same                          32%

Shir Benia               Same                          16%

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

X 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.

<table>
<thead>
<tr>
<th>Name (indicate whether retained or anticipated to be retained)</th>
<th>Business Address</th>
<th>Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)</th>
<th>Fees (indicate whether paid or estimated)</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(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 term of the contract.

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 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. 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 otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.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.

2. The certifications in subparts 2, 3 and 4 concern:

   • the Disclosing Party;
   • any “Applicable Party” (meaning any party participating in the performance of the Matter, including but not limited to any 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 Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party'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).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, 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.

4. 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.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).
6. 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:

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.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

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

[ ] is  X 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
   X 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
X 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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
<th>Nature of Interest</th>
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</table>

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

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

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 requisite information as set forth in that paragraph 2.

X 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

SECTIO N 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.

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: (Begin list here, add sheets as necessary):
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.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting 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 Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at http://www.whitehouse.gov/omb/grants/sfllllm.pdf, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

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. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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.

C. 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 online 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.
D. 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, void or voidable), 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.

E. 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.

F. 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.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any 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 the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.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 affiliates 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.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.
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 H.1. and H.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 H.1., H.2. or H.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 on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

MitraTech Holdings Inc.  
(Print or type name of Disclosing Party)

Date:  
(MMM DD, YYYY)

By:  
(sign here)

David H. Morton  
(Print or type name of person signing)

(CAO  
(Print or type title of person signing)

Signed and sworn to before me on (date) 1/25/2010, by David H. Morton at Los Angeles County, California (state). Proved true and satisfactory evidence to be the person herein.

Notary Public.

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, by blood or adoption, to the mayor, any alderman, the city clerk, the city treasurer or any city department head as 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 corporate officers of the Disclosing Party, 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.

CERTIFICATION

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

Strategic Holdings Inc. Date: Jan 25, 2010
(Print or type name of Disclosing Party)

By:

David H. Morton
(Print or type name of person signing)

CFO
(Print or type title of person signing)

Signed and sworn to before me on (date) 1/25/10, by David H. Morton.

at Los Angeles County, California (State). I hereby give Satisfactory Evidence to be true to this person herein.

Leslie Rae Saller Notary Public.

VENDOR HAS STATED THAT THEY ARE REQUESTING A WAIVER PER THE FOLLOWING EMAIL EXCHANGE.

From: Peters, Lynda
Sent: Tuesday, November 23, 2010 4:15 PM
To: 'bob.ven@mitratech.com'
Subject: RE: compliance plan

Thank you, Bob. Please ask Chris to include and provide an explanation in support of the waiver request regarding work on the Hansen Interface if that is what he will be seeking.

From: Bob Ven [mailto:bob.ven@mitratech.com]
Sent: Tuesday, November 23, 2010 4:07 PM
To: Peters, Lynda
Subject: Re: compliance plan

Lynda,

Yes. Chris will provide a letter for waiver of compliance similar to previous letters by EOB tomorrow

Thanks

Bob

Sent via BlackBerry from T-Mobile

From: "Peters, Lynda" <lynda.peters@cityofchicago.org>
Date: Tue, 23 Nov 2010 16:00:50 -0600
To: Ven, Bob<bob.ven@mitratech.com>
Subject: compliance plan

Bob -

To confirm our conversation, you told me that due to the Thanksgiving holiday both you and Chris Lang are out of the office. Chris will be able to provide us with documentation by the close of business tomorrow, which is November 24th.

Please let me know whether I understood correctly.

Thank you,
Lynda

Lynda A. Peters

11/23/2010
City Prosecutor
33 N. LaSalle, 2nd floor
Chicago, Illinois 60602
(312) 744-2816

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.
November 30, 2010

City of Chicago
Mara Georges, Corporate Counsel
121 North LaSalle Ave.
Chicago, IL 60602

RE: City of Chicago-MBE/WBE

Dear Ms. Georges:

Mitratech is requesting a waiver of the City of Chicago's MBE/WBE requirement for a project we have been requested to undertake. The objective of this project is to design, develop, test and deploy bi-directional interfaces for system integration of the City of Chicago's TeamConnect Legal application and Hansen Building Management System. The design and code complexity of the application interfaces, specialized resources requirements, and technical knowledge of the TeamConnect software make it impractical for us to involve and train MBE and WBE resources in the project work. The timeframe for training any new resource for a project of this complexity is 9-12 months.

The practical path to meeting the City of Chicago's needs in this instance is to utilize resources with recent experience and specialized skills related directly to our product.

Best Regards,

Christopher Lang
Vice President, Client Services
Mitratech Holdings, Inc.
From: DeHaan, Jason  
Sent: Wednesday, November 24, 2010 3:11 PM  
To: Cobb, Carolyn  
Subject: FW: Hansen / TeamConnect interface

Congrats, you have a majority vote from the ITGB. Happy Thanksgiving!

Jason

From: O'Brien, Diane  
Sent: Wednesday, November 24, 2010 3:07 PM  
To: DeHaan, Jason; Keane, Erin; Gibson, Andrea; Esquivel, Mario; Bhatt, Hardik; McAdams, Kate; Murray, Lydia  
Subject: RE: Hansen / TeamConnect interface

My first vote is yes.

Thanks!
Diane

-----Original Message-----
From: DeHaan, Jason  
Sent: Wednesday, November 24, 2010 1:27 PM  
To: O'Brien, Diane; Keane, Erin; Gibson, Andrea; Esquivel, Mario; Bhatt, Hardik; McAdams, Kate; Murray, Lydia  
Subject: Hansen / TeamConnect interface

Hi,

Following up on the Law request for additional funding for the Hansen / TeamConnect interface, FileNet work will add $25k to the estimate. That brings the total request to $346,280. Evote? I vote yes.

Jason
Ryan, Patrick

From: Ryan, Patrick
Sent: Wednesday, December 01, 2010 5:07 PM
To: Butler, Richard; Rhee, Jamie
Cc: Dunn, James; Kumar, Rajeev; Peters, Lynda
Subject: Hansen Interface Documents
Attachments: ncrb supplemental docs_hansen.pdf

Hello -

Please include the attached documentation with the Mitratcch NCRB request recently submitted by the Law Department.

Thank you.
From: DeHaan, Jason
Sent: Wednesday, November 24, 2010 3:11 PM
To: Cobb, Carolyn
Subject: FW: Hansen / TeamConnect interface

Congrats, you have a majority vote from the ITGB. Happy Thanksgiving!

Jason

From: O'Brien, Diane
Sent: Wednesday, November 24, 2010 3:07 PM
To: DeHaan, Jason; Keane, Erin; Gioson, Andrea; Esquivel, Mario; Bhatt, Hardik; McAdams, Kate; Murray, Lydia
Subject: RE: Hansen / TeamConnect interface

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Diane

-----Original Message-----
From: DeHaan, Jason
Sent: Wednesday, November 24, 2010 1:27 PM
To: O'Brien, Diane; Keane, Erin; Gioson, Andrea; Esquivel, Mario; Bhatt, Hardik; McAdams, Kate; Murray, Lydia
Subject: Hansen / TeamConnect interface

Hi,

Following up on the Law request for additional funding for the Hansen / TeamConnect interface, FileNet work will add $25k to the estimate. That brings the total request to $346,280. Evote? I vote yes.

Jason
November 30, 2010

City of Chicago
Mara Georges, Corporate Counsel
121 North LaSalle Ave.
Chicago, IL 60602

RE: City of Chicago-MBE/WBE

Dear Ms. Georges:

Mitratech is requesting a waiver of the City of Chicago's MBE/WBE requirement for a project we have been requested to undertake. The objective of this project is to design, develop, test and deploy bi-directional interfaces for system integration of the City of Chicago's TeamConnect Legal application and Hansen Building Management System. The design and code complexity of the application interfaces, specialized resources requirements, and technical knowledge of the TeamConnect software make it impractical for us to involve and train MBE and WBE resources in the project work. The timeframe for training any new resource for a project of this complexity is 9-12 months.

The practical path to meeting the City of Chicago’s needs in this instance is to utilize resources with recent experience and specialized skills related directly to our product.

Best Regards,

Christopher Lang
Vice President, Client Services
Mitratech Holdings, Inc.