



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

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

Department DoIT	Originator Name Carmen Sandu	Telephone 312-744-9408	Date 4/15/15	Signature of Application Author
Contract Liaison Judy Mims	Email Contract Liaison judith.mims@cityofchicago.org	Telephone 312-742-1817		

List Name of NCRB Attendees/Department	
Carmen Sandu - DoIT	
Judith Mims - DoIT	

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

Company: Ericsson Inc.

Contact Person: John Barney	Phone: 972-583-2465	Email: john.barney@ericsson.com
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Project Description: IT software and professional services for Aviation Billing system.

<p>This is a request for:</p> <p><input checked="" type="checkbox"/> New Contract</p> <p><u>Contract Type</u></p> <p><input checked="" type="checkbox"/> Blanket Agreement Term: <u>12</u> (# of mo)</p> <p><input type="checkbox"/> Standard Agreement</p>	<p><input type="checkbox"/> Amendment / Modification</p> <p><u>Type of Modification</u></p> <p><input type="checkbox"/> Time Extension <input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Scope Change</p> <p>Contract Number: _____</p> <p>Specification Number: _____</p> <p>Modification Number: _____</p>
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<p>Department Request Approval</p> <p></p> <p>DEPARTMENT HEAD OR DESIGNEE</p> <p>Brenna Borman</p> <p>PRINT NAME</p>	<p>Recommended Approval</p> <p></p> <p>BOARD CHAIRPERSON</p> <p>Rich Butler</p> <p>PRINT NAME</p>
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<p>(FOR NCRB USE ONLY)</p> <p>Recommend Approval/Date: <u>6-23-15</u></p> <p>Return to Department/Date: _____</p> <p>Rejected/Date: _____</p>	<p><input checked="" type="checkbox"/> Approved <input type="checkbox"/> Rejected</p> <p></p> <p>CHIEF PROCUREMENT OFFICER</p>	<p><u>6/23/15</u></p> <p><u>6-29-15</u></p> <p>DATE</p>
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**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

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

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

1. The City Comptroller's Office - Enterprise Funds invoices and collects approximately \$750 million per year for the Chicago Airport System. Revenues are primarily comprised of Landing Fees, Terminal Rents, Fuel Farm Fees, Concession revenues, and Passenger Facility Charges.

Department of Finance and Department of Innovation and Technology determined the requirements and identified the MetraNet Application suitable to fulfill the needs. In Oct 2006, DPS approved sole source request to contract with MetraTech Corporation.

The City of Chicago has implemented MetraNet as billing and relationship monetization for aviation billing. Currently, the MetraNet software is hosted and operated by MetraTech and support for the City's aviation billing operations is provided by MetraTech's billing operations team. The system interfaces with Oracle Financials.

In October 2014, Metratech was aquired by Ericsson Inc. and all materials included in this package reference Ericsson (e.g., Scope proposal, C-1, D1, etc.)

2. This is a continuation of a previous procurement from the same source.

It was stated in the original sole source request that it was the intention of the City to continue using this software for Aviation billing and to roll it out to satisfy other billing needs. This has not taken place and there is no plan at this time to extend functionality beyond CDA.

Subsequently, the City's analysis identified additional application systems that could satisfy busienss requirements (both from CDA and DOF) at lower cost (see #4 below for details).

This request for an extension of current application is intended to provide DOF, CDA, and DoIT with the needed time to finalize the contract and implement an alternative solution.

3. No attempts were made to competitively bid the software requirement. At the time (2006), there were no other sources that could provide defined requirements and the research performed was deemed sufficient.

4. In 2013, the City engaged KPMG in an audit/analysis of aviation billing systems. On March 20, 2013, KPMG performed a review of the metraTech Contract Review and System Assessment. Their findings outlined that the MetraNet capabilities are not unique. Additionally, the independent benchmarking analysis pointed out that 7 out of the 12 airports surveyed were using PropWorks including Houston, Los Angeles, Miami, Philadelphia, and Washington.

The City of Chicago intends to do a reference contract on Los Angeles contract as is most similar in scope including interfacing with Oracle financials.

5. The City has utilized MetraNet for a number of years and capabilities still provide needed functionality for the City of Chicago.

Considering the findings and significant cost reductions, the City of Chicago intends to replace MetraNet with PropWorks.

6. Yes. Future competitive bidding is possible.

ESTIMATED COST

1. Annual Software Maintenance License Fees: \$420,000/year (\$35,000/month).

Hosting Services: \$180,000/year (\$15,000/month) 1 year + year extension option

The funding source is 0740: O'Hare Airport Enterprise Funds



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

2. The annual cost is \$600,000 (\$420,000 software maintenance license fees and \$180,000 hosting services)
3. The cost estimate was based on the professional services costs listed in contract # 14298 for the optional period and annual license fees associated with MetraNet. This is also outlined in Ericsson's service proposal noting that costs will be maintained at the same rates.
4. The City has made a substantial investment in the system totalling \$7,853,918 to date.
 - Original implementation cost of \$3,653,918 and \$600,000 per year 2008-2014.
5. The annual Software License Maintenance fees are typically around 22% of the original software cost. The annual fee for 2015 were maintained at reduced cost of 19%.

SCHEDULE REQUIREMENTS

1. The one year contract will be needed until the new payment and billing system is in place.
2. The contract is for the software license and maintenance. There are no drawings or specifications constraints.
3. The contract needs to be in place for at one year before the new system is implemented in order to ensure no lapse in service. Without the hosting services in place, the City will not have access to the billing software and will be unable to provide monthly invoices to the airlines.
4. The City is currently drafting reference contract for replacement solution. City requires continuous billing of the airlines functionality while the contract is finalized and implementation of replacement solution is complete.

EXCLUSIVE OR UNIQUE CAPABILITY

1. The contract request for the period of time needed to implement an alternative and more cost effective solution.
2. There will be no staffing associated with this contract; This is a software/hosting services purchase.
3. The MetraNet software is proprietary to Ericsson Inc.
4. The vendor has the facilities to host the software and has hosted the software for the City for the past several years.
5. Ericsson Inc. also provides hosting services for MetraTech.
6. There is no equipment in the scope of this contract.
7. Competition is precluded because MetraNet software and licenses are proprietary to Ericsson.
8. No replacement parts or any equipment are included in the scope.

OTHER

1. It is the City's intention to replace the MetraNet solution by 2016. Implementation of the new solutions is targeted to begin in Q3 2015 and completed in Q2 2016.



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

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

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

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

PROCUREMENT HISTORY

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

ESTIMATED COST

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

SCHEDULE REQUIREMENTS

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

EXCLUSIVE OR UNIQUE CAPABILITY

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

MBE/WBE COMPLIANCE PLAN

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

OTHER

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

REVIEW AND APPROVAL

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

Project Checklist

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

Date:
4/15/15

Department Name:
Innovation & Technology

Requisition No: 98767 **Specification No:** 131681

PO No: **Modification No:**

Contract Liaison:
Judith Mims

Telephone:
x2-1817

Email:
Judith.Mims@cityofchicago.org


Project / Program Manager:
Carmen Sandu

Telephone:
x4-9408

Email:
Carmen.Sandu@cityofchicago.org

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

***By signing this form, I attest that all information provided is true and accurate.**

***Contract Liaison Signature:** 

Check One:
 New Contract Request

**By signing below, I attest the estimates provided for this contract are true and accurate.*

Project Title:
AUTOMATED BILLING & PAYMENT SYSTEM- IMPLEMENTATION, SOFTWARE LICENSE, MAINTENANCE & SUPPORT

Project Description:
SOFTWARE LICENSE, IMPLEMENTATION & ANNUAL MAINTENANCE

Funding:

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

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
1	015	0740	099	4406	0140	-0-	-0-	-0-	\$300,000
2	015	0100	099	4406	0138	-0-	-0-	-0-	\$300,000

***Project / Program Manager Signature:** 

***Commissioner/Authorized Designee Signature:**  5-12-15

Purchase Order Type:

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

Procurement Method:

Bid RFP RFQ RFI
 Small Order

Special Approvals Required:

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

Purchase Order Information:

Contract Term (No. of Months): 12 months

Extension Options (Rate of Recurrence): 1 additional year

Estimated Spend/Value: \$600,000.00

Grant Commitment / Expiration Date:

Pre-Bid/Submittal Conference: Yes No

Mandatory Site Visit

Contract Type:

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

Modification or Amendment

Modification Information:

PO Start Date: _____

PO End Date: _____

Amount (Increase/Reduction): _____

Modification/Amendment Type:

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

MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)

Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request

Vendor Info:

Name: Ericsson

Contact: John Barney

Address: 6300 Legacy Drive, Plano TX 75024

E-mail: john.barney@ericsson.com

Phone: 972-583-5000

Risk Management / EDS

Insurance Requirements (included): Yes No

EDS Certification of Filing (included): Yes No



DEPARTMENT OF INNOVATION AND TECHNOLOGY
CITY OF CHICAGO

MEMORANDUM

TO: Jamie L. Rhee
Chief Procurement Officer
Procurement Services

FROM: Brenna Berman
Chief Information Officer
Innovation and Technology *BMB*

DATE: April 23, 2015

RE: Sole Source Request
AUTOMATED BILLING & PAYMENT SYSTEM- IMPLEMENTATION, SOFTWARE LICENSE,
MAINTENANCE & SUPPORT
Ericsson Inc. (FKA MetraNet, Inc.)
Specification No. 131678
RX 98767

The Department of Innovation and Technology (DoIT) is requesting a one year blanket professional service agreement with one year extension option between Ericsson Inc. (previously MetraNet) and the City of Chicago for the provision of annual software license maintenance and hosting fees required for the Departments of Finance and Aviation. These services are for the support of the Dept. of Aviation's billing and payment system. The previous agreement with MetraNet (PO 14298) was initially approved by the NCRB in 2006 and expired on March 31, 2013. Since March 31, 2013, the City has utilized the MetraNet payment and billing system through direct voucher.

The City's intention is to finalize a new contract for a replacement solution and complete its implementation in 2016. A total of \$600,000 for the user license and the support and hosting fees will enable us to maintain MetraNet's functionality while the implementation of the new system is in progress.

Attached are the sole source justification package, a Project Checklist, Statement of Work, EDS and MBE/WBE compliance plan. Ericsson has committed to a 25% MBE and a 5% WBE utilization goal.

Carmen Sandu, Managing Deputy CIO, DoIT and Judith Mims, DoIT Contract Coordinator will be the primary representatives at the NCRB meeting.

attachments

cc: NCRB
J. O'Brien/DPS
M. Jimenez/DPS
J. Chan/DPS
C. Sandu/DoIT
J. Mims/DoIT



DEPARTMENT OF INNOVATION AND TECHNOLOGY
CITY OF CHICAGO

City of Chicago MetraNet Annual Maintenance and Managed Services Scope

The following services are included in Ericsson's Managed Services Offering:

- **Managed Services** – In this offering, Ericsson provides the servers, network infrastructure and all other software, hardware, and operational resources required to run the MetraNet solution.
- **Managed Infrastructure Services** – This is defined as the server, network, other hardware and software required to operate the MetraNet solution. This environment includes operational and database administration tasks listed in the Managed Infrastructure services activities section, below.
- **Managed Billing Services** – This refers to the outsourced day-to-day management of the MetraNet solution. In this service Ericsson operations team assumes responsibility for providing a defined set of services as listed in the Managed Billing services activities below.

Managed Infrastructure Services

The infrastructure is housed in a dedicated and segmented network infrastructure. Ericsson already set-up the managed environment including UAT, development, mock, and production. The following items are included:

1. Managed Infrastructure Data Center Network Security

Ericsson's operations team has secured remote access to the Managed Environment. Ericsson has secured all remote access to production servers and network infrastructure devices that reside at the data center for the non-console administrative access. A secure, encrypted connection (VPN) has been configured prior to commencement of services. Access via the VPN requires a two-factor authentication. Remote access is restricted to appropriate, authorized personnel; each user has unique account for auditing purposes.

Ericsson restricts access to externally visible devices to IP ranges of the customer depending on individual client application requirements. If the restriction is requested, customers provide specific IP addresses to Ericsson that will be configured on the edge firewalls and only allow customer access to their servers via secured HTTP. Customers' dedicated database and payment servers are only accessible

to their dedicated application servers on specific ports. By default, the firewalls disallow any access which is not specifically allowed.

MetraNet's external connectivity is primarily HTTPS for communication over IP-based networks using Simple Object Access Protocol (SOAP) for remote procedure call and request-response dialogues. For security, SSL and 256-bit encryption has been implemented.

The network topology is structured with two sets of redundant firewalls. The first set of firewalls protects the front line application servers. The second set of firewalls secures the data stored in the database and payment servers. The firewall layer has been established to provide an additional layer of protection for secured data that is stored in the database and payment server.

2. Intrusion Detection

Ericsson has deployed an intrusion detection system and intrusion prevention system to monitor and detect all network traffic and alert personnel to suspected compromises. Alerts are monitored by appropriate personnel in their Information Technology Group. Any suspicious activities are further investigated.

Intrusion Detection system (IDS) sensors are positioned to analyze traffic on various network segments; details are forwarded for correlation and analysis. In the PCI-ready configuration, IDS sensors are integrated into Cisco devices. Log correlation devices forward IDS alerts to appropriate IT personnel for follow-up. IDS signatures are updated weekly.

File integrity monitoring software has been deployed to alert personnel to unauthorized modification or critical system or content files.

Ericsson has deployed a Web Application Firewall (WAF) that examines the Application Layer (layer 7) for common attacks such as Cross-site Scripting (XSS) and SQL Injection.

3. Security

The Managed Environment is collocated in a world-class Internet Data Center (IDC) with a high level of physical security. Logical access to network resources is restricted to current Ericsson users with relevant job responsibilities. Ericsson requires that each user be assigned a unique user name and password. The network password is required to gain access to network resources; network passwords are different from application passwords. Critical applications require a separate password to gain access and rights are limited depending on the employee's job duties.

Basic network access is governed by the password mechanism inherent in Microsoft Active Directory Domain or, for servers not participating in the domain, a security mechanism local to the respective server.

Password policies enforce password restrictions as follows:

1. Passwords for new users are set to a unique value and changed after first use;
2. Password expires every 90 days;
3. Passwords must be at least 7 characters in length;
4. Passwords must be composed of both alphabetic and numeric characters;
5. Password recycling is limited.

All of the products in MetraNet are supported on the Microsoft Windows Server platform. MetraNet has been designed to incorporate application security, including:

1. Role-Based and Capability-Base Security: Role base and capability based access control is used, providing business-based security by specific user and/or capability; for example, subscribers cannot access the customer service representative's domain.
2. Encryption of Sensitive Data in Transit: Secure Socket Layer (SSL) is used for encryption of application information transmitted across public networks. Industry standard encryption is also used for VPN traffic.
3. Encryption of Sensitive Data in Storage: Industry standard encryption and associated key management is used to effectively secure stored information.

Several general system controls are in place to prevent, detect, and mitigate risks posed by unauthorized users, unauthorized devices, malware, and system vulnerabilities.

Anti-virus software is installed on all production workstations and servers in the data center environment. Client installation and virus definition files are managed from a central management console, which is installed on a management VLAN. Since the production servers in the Managed Infrastructure cannot access the Internet, the implementation as a central management console is required. Virus definition files are updated every 4 hours and program updates are performed every 24 hours. Scans are scheduled to run once per week.

Ericsson has implemented a process for patch management to ensure that patches and updates are installed in a timely manner.

4. Tape Backup

Backup and recovery processes and procedures have been implemented to ensure that systems and data can be restored in a timely manner.

For data centers, full backups of production database servers are performed weekly, with daily, incremental backups performed throughout the remainder of the week. A full system backup of all production servers is performed weekly. The MetraNet application and system log files are backed up weekly. All backup jobs are configured for encryption using EMC NetWorker. Production data is backed up using two types of storage.

A “near line” storage array is used for scheduled backups and the tape subsystem copies and removes older versions when the storage array is over 75% capacity. Before backup tapes are introduced to the tape library system, bar code stickers are attached to uniquely identify each tape.

Tapes are rotated from the tape drive system at the production data center to the Ericsson corporate office once each week. The tapes are stored securely, with access limited to authorized personnel.

5. Network Monitoring

Ericsson uses multiple network monitoring systems for proactive monitoring. Notifications are automatically sent to the Operations Team on a 24x7 basis and the escalation processes are followed to ensure timely resolution of critical events.

An enterprise Network Management System (NMS) is deployed for monitoring and control of networked devices that can be managed using SNMP (Simple Network Management Protocol).

NetIQ is another tool deployed to monitor logs and alert on correlated system and application events.

Ericsson has established a process to ensure audit trails are enabled and active. Access to log data is restricted to authorized personnel. Log data is collected, correlated, and reported for Windows event logs from all servers, IIS logs, syslog repository services, and significant events from SQL databases (such as table creation, drops, transaction activity, logon/logoff, etc.). MetraNet provides full logging capabilities for identification and troubleshooting of errors in files, which are in turn monitored by operations tools. If requested, logging for various product modules can be configured in separate log files. Third party tools are used to monitor processes and log files and provide alerts to operators in case of errors.

An internal primary time source provides time synchronization to all internal devices. The internal primary time server synchronizes its time with an external NTP pool.

Ericsson has implemented controls to manage and mitigate technical vulnerabilities as follows:

1. External penetration testing is performed on an annual basis;
2. External vulnerability scanning is performed on a quarterly basis;
3. Internal vulnerability scanning is performed continuously;
4. Prior to the deployment of web application changes to production, a web application security testing tool is used to test for common web application vulnerabilities, including SQL injection and cross-site scripting.

6. Availability Features

As a policy, Ericsson maintains Virtualized servers using VMware ESX vSphere 4.1:

1. Management Cluster (configured with 2 redundant VMware servers) CPU and memory resources are distributed between VM hosts; enough resources are available to handle a single VM host server failure.
2. Hosted Client Cluster (configured with redundant VMware servers) CPU and memory resources are distributed between VM hosts; enough resources are available to handle a single VM Host server failure.

7. Managed Infrastructure Activities

The following are the specific services provided as Managed Infrastructure Services. They are performed by network Operations and Database Administrator (DBA) Operations. This listing represents the services typically required to reasonably support the dedicated and shared server, database, and network infrastructure.

	Bundled Operations	Incremental Operations
Network Operations	<ul style="list-style-type: none"> - Server file system backups - Security patch application - Diagnosing and replacing failed hardware elements - Server monitoring and management - Network infrastructure monitoring, diagnostics, and repair - Firewall management 	<ul style="list-style-type: none"> - Management of high-end storage systems - Diagnosing Customer network issues - Upgrading or adding dedicated hardware
DBA Operations	<ul style="list-style-type: none"> - Daily updates of statistics - Archiving data - Data backup - Optimizing query plans for normal data distribution - Quarterly de-fragmenting indexes - Applying DBMS hot fixes - Repairing database in case of failure 	<ul style="list-style-type: none"> - Optimizing query plans for abnormal data distribution or "hockey stick" data - De-archiving data
Knowledge Transfer and Training	<ul style="list-style-type: none"> - Specific and scheduled workshops (via conference call) to cover key Operations functions with the aim of accelerating knowledge transfer to the Customer team 	<ul style="list-style-type: none"> - One hour sessions on topics including: Bill Groups; Soft Close; Failed Transaction Management, etc. - Questions or requests for assistance on tasks within the

		<p>customer's control, but where further assistance is needed.</p> <ul style="list-style-type: none"> - Setting up a complex new services - Analyzing applied rates or discounts and explaining.
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Managed Billing Services Activities

The Managed Billing Services provided as part of the allocation of hours per month are provided by Ericsson's experienced billing operations team and include the following:

Category	Definitions	Examples
Data Remediation	Using data in MetraNet database	<ul style="list-style-type: none"> - Updating, deleting, and reprocessing usage data - Interval mapping - Simple data table updates - Bulk re-rating of data
Soft Close (SC)	Initial step of the bill close process	<ul style="list-style-type: none"> - Generate invoices - Undoing and re-running Billing Process Adapters
Hard Close (HC)	Final steps to complete bill run	<ul style="list-style-type: none"> - Managing the bill close process - Undoing and re-running Business Process Adapters - Managing credit card processing - Managing AR uploads
Knowledge Transfer and Training	Specific and scheduled workshops (via conference call) to cover key Operational functions with the aim of accelerating knowledge transfer to Customer team	<ul style="list-style-type: none"> - One hour sessions on topics including: Bill Groups; Soft Close; Failed transaction Management; etc. - Questions or requests for assistance on tasks within the customer's control, but where further assistance is needed. - Setting up a complex new services - Analyzing applied rates or

Category	Definitions	Examples
		discounts and explaining
Usage Metering	Monitored Metered Data	- Analyzing metering failures on Customer side
Invoice Generation	Rendering the subscriber's printed or electronic (e.g., PDF) invoice	- Ad-hoc address correction - Ad-hoc language change
Data Export	Export data to external systems	- Customer's systems (AR, GL, data warehouse, etc.) - End-customer's systems (e.g., internal chargeback)
Reconciliation	The act of verifying usage data to prevent leakage	- Compare MetraNet data with mediations systems
Third Party Vendors	Managing issues with third party vendors (This does not include vendors used by the MetraNet Software as delivered via company's standard release)	- Taxation vendors - Payment processors
Daily adapters	Monitor daily adapter processing	- Review adapter processing - Review/resolve any issues
Scheduled jobs	Monitor scheduled tasks/jobs	- Review results of scheduled jobs - Resolve any issues
Application monitoring	Maintain specified application alerts	- Define application alerts - Monitor and address alerts - Manage defined alerts and adjust as needed
Pre-close checks	Validate application specific items prior to EOP	- Review reports for any discrepancies - Check usage metering completing
Application updates	Deploy updates to application	- New feature request requires code update deployment - Change to functionality deployment

Category	Definitions	Examples
		- Configuration updates

Carmen Sandu 04/24/15

Carmen Sandu
Managing Deputy CIO
Innovation & Technology
City of Chicago



April 23, 2015

Brenna Berman
Commissioner and Chief Information Officer
Department of Innovation and Technology
50 W. Washington
Chicago, IL 60602

Regarding: Exclusivity of software and services supply: Department of Aviation Automated Billing project (Current Contract #14298 and Specification # 51872, expired March 31, 2015), under the direction of the Department of Finance and the Department of IT.

Commissioner Berman,

Ericsson Inc. provides the following sole source justification for hosting, support and maintenance of the Ericsson MetraNet proprietary products currently used by City of Chicago.

This letter sets out the underlying circumstances which create the requirement for MetraTech Corp, now part of Ericsson Inc. to be considered the sole supplier of the software and associated software maintenance and operations support services for the MetraNet billing software currently in use by the City of Chicago for the Automated Billing of the Department of Aviation services and fees, under the auspices of the Department of Finance. There are two aspects of Exclusivity to be considered:

1. Software Maintenance and Support

- By the very nature of software applications, the Software Maintenance and Support is performed by the software application developer. Changes to the core software code cannot be made by other parties without breaching Intellectual Property Ownership legal protections.
- This is the case with MetraTech, now part of Ericsson Inc. as it is with other suppliers to the City including Oracle, Microsoft and Computer Associates among others.
- The MetraNet billing application is the Intellectual Property of MetraTech Corp., now part of Ericsson Inc. This award winning software is used by many of the largest and most innovative corporations in the world, including Microsoft, Cisco, the Depository Trust and Clearing Corporation, Bell Canada among many others

Ericsson

6300 Legacy Drive
Plano, TX 75024
Tel: 972-583-5000

to bill for complex agreements-based fees that are not easily handled by traditional billing systems.

- The investment in ongoing research and development of the MetraNet application is significant to continuously add to the base of unique MetraNet features and functionality. The investment in R&D ensures that the platform remains current while continuously increasing its capacity and performance characteristics.
- The on-going investments in the MetraNet application and the resulting new releases of the application are funded in part by the Annual Software Maintenance and Support fees paid by each licensee. This fee is usually 20-22% of the license fee for the software itself. This is the case for most software suppliers, including other suppliers to the City, for example Oracle, Microsoft and Computer Associates. Payment of this fee also entitles the City to new releases of the software with no additional software license fee.
- In order to take full advantage of the new releases; direct support from our Engineering team; and the management of software patches and fixes necessitated by changes to the Microsoft Windows and SQL operating systems, the City of Chicago has such an Annual Software Maintenance and Support Agreement in place with MetraTech, now Ericsson Inc.
- For the initial 5 year contract period, the Annual Software Maintenance and Support fee was set at 21%. In year 6, we reduced the fee to 19% of the license fee. We are pleased to keep the fee at 19% for the extension period.

2. Billing Operations Support

- This set of services provides the City with expert support from Ericsson's Customer Care department. Services provided include Back Out and Rerun (when the City determines that changes must be made to the originally applied fees or other conditions that require invoices to be re-calculated); End of Period Bill Closing processing; and assistance with infrequent processes or where errors have occurred requiring expert assistance to clear.
- These support services to the City could be tendered to competitive bid, however it must be noted that:
 - Currently in North America, there are no systems integrators or cloud services providers running MetraNet in a hosted environment (as we do for the City of Chicago). That means that currently there is no other supplier with firsthand experience operating MetraNet (as we do for more than a dozen of our customers).

- In Europe, we have one business partner who hosts MetraNet and uses MetraNet to bill for a variety of services. This company has chosen to invest in training its staff to gain the necessary level of expertise to operate the billing system efficiently.
- Should a North American company choose to make the same investments in establishing an operating environment and training its staff to achieve a certified level of MetraNet competency, it would be entirely possible for such a supplier to migrate the City's MetraNet environment to its own facility. Once in place, they could then offer the monthly Billing Operations support currently supplied by MetraTech, now Ericsson Inc.
- Since there is currently no other supplier with the necessary data center environment and MetraNet expertise, this one-year extension of the licensing period of Exclusivity of Billing Operations Support services is required to keep the City's MetraNet system operating.
- Supply of the physical computing environment in a world class secure facility with full power and network redundancy; the third party software applications also required (Windows, SQL, NetIQ, Crystal Reports, etc) and the operation of the complete system and 70 hours of Billing Operations expert support per quarter are provided to the City for \$180,000.00 per year. This offer is valid for the one year extension, plus optionally available for another two 1 year extensions.

In summary, the Annual Software Maintenance and Support Agreement provides the City with the access to technical engineering expertise, new releases and management of hot fixes and patches as required to keep the MetraNet software running smoothly. This is an exclusive capability of the software application proprietary owner, in this case Ericsson Inc.

Ericsson is the copyright owner for these software products and as such, Ericsson is the only vendor that has the unrestricted ability to provide licenses, access, and modification of such software products in order to provide bug-fixes, updates, and upgrades to you as part of support and maintenance.

The Hosting Services and Billing Operations Support provides the City with the physical computing environment, and all third party software and network services required to operate MetraNet, as well as billing operations support services provided by expert users of MetraNet. These services are exclusively available from Ericsson Inc. at this time. These services could be provided by another supplier if that supplier (or suppliers) invested in becoming MetraNet experts. This may become a viable business proposition for another supplier to the City to undertake should the City decide to expand the use of MetraNet to bill for a broad array of services and fees, since developing a sufficiently robust and expert MetraNet practice would require significant investment not easily recouped at the current \$180,000.00 per year level. We offer the following additional information about our Pricing Strategy and our offers to the City of Chicago for your consideration as part of your Exclusivity analysis:

- MetraNet pricing is set on tiers that reflect each customer's Revenues processed on MetraNet or the volume of Transactions processed on MetraNet; whichever best aligns with your business models. Pricing tiers enable us to offer MetraNet to smaller organizations as well as to scale to very large organizations. For the City of Chicago, currently processing approximately \$1B in revenues each year, our standard perpetual license fee is \$6.85M. While we do offer discounts of typically 15% to 25%, we worked with the City on very special pricing of \$2.2M. This special discounting takes several factors into consideration, including: 1) We understand that funding in governmental organizations is very tight and that unlike private corporations, your ability to increase profits is limited, 2) We look forward to the opportunity to help the City monetize the variety of complex fees and agreements, which we think is uniquely done through MetraNet, with Aviation as the first logical application of MetraNet's strengths.

We highly value our relationship with the City of Chicago and look forward to continuing to provide world class services and support. Should you have any questions or require further information, please let me know.

With Best Regards,



John Barney
VP, Sales
972-583-2465
john.barney@ericsson.com
Ericsson Inc.

cc: Jamie Rhee – CPO

MetraNet Annual Maintenance and Managed Services Fees

Proposal prepared by: Jay Wright
 Prepared for: The City of Chicago Enterprise Fund

Quote Date: April 23, 2015
 Quote Expiration Date: June 18, 2015

Services - MetraNet Annual Maintenance and Managed Services				
Quantity	Resource Type	Description	Unit Price	Ext Net Price
1	HOS-1	MetraNet annual maintenance fees	\$ 420,000.00	\$ 420,000.00
1	MAI-01	MetraNet Managed Services fees	\$ 180,000.00	\$ 180,000.00
Sub-total				\$ 600,000.00

Grand Total: \$ 600,000.00

Pricing Notes and Assumptions:

1. Reference: Specification No: 51872; Contract No: 14298; Vendor No: 50377021-A
2. This offer expires in 45 days unless purchasers acceptance is received by Ericsson prior to that date.
3. The stated quote does not include sales taxes. The sales tax, which is based upon each tax jurisdiction, will be included on each invoice as applicable. Tax exemption certificates will be honored as applicable.
4. This quote is for the annual maintenance and managed services fees associated with the use of the MetraNet automated payment and billing system used by O'Hare Airport. The term of the fees is from April 1, 2015 to March 31, 2016.
5. Fees are payable annually in advance.
6. Other terms of the existing Agreement shall govern.



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JAN 15 2014

Rajinder Duggal
Sofbang, LLC.
145 Tower Drive, #1
Burr Ridge, IL 60527

Dear Mr. Duggal:

We are pleased to inform you that **Sofbang, LLC.** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **01/01/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **01/01/2015, 01/01/2016, 01/01/2017, and 01/01/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **01/01/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **11/01/2018**.

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

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

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

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

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

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

NAICS Code(s):

511210 - Software Publishers

518210 - Data Processing, Hosting, and Related Services

541511 - Custom Computer Programming Services

541512 - Computer Systems Design Services

541519 - Other Computer Related Services

541690 - Other Scientific and Technical Consulting Services

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/ha





SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

FOR
NON-CONSTRUCTION
PROJECTS ONLY

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name: Billing Software for Aviation

Specification No.: 114458

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of Ericsson Inc. (For the period of April 11, 2016 to March 31.) Note: Ericsson acquired MetraTech Corp. on Sept. 15, 2014.
 (Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____
 Phone Number: _____
 Dollar Value of Participation \$ _____
 Percentage of Participation % _____
 Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ _____%
Total Participation % _____

2. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____

¹ The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: Jansco, Inc

Address: 19 North Park Blvd, Jansco Inc., Glen Ellyn, IL 60137

Contact Person: Jackie Jackson

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: 630-790-0004

Dollar Value of Participation \$ 15,000.00

Percentage of Participation % 2.5%

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % 2.5%

2. Name of MBE/WBE: Go Promotions, Inc.

Address: 1510 Old Deerfield Rd, Suite 229, Highland Park IL 60035

Contact Person: Linda Kroloff

Phone Number: 847-579-1700

Dollar Value of Participation \$ 15,000.00

Percentage of Participation % 2.5%

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % 2.5%

3. Name of MBE/WBE: Sofbang, LLC

Address: 145 Tower Drive, #1, Burr Ridge, IL 60527-1543

Contact Person: Allen Pomerantz

Phone Number: 630-789-3659

Dollar Value of Participation \$ \$100,000

Percentage of Participation % 16.7

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % 16.7

4. Name of MBE/WBE: Birkdesign Inc.

Address: 2012 W Augusta Blvd., Chicago, IL 60622

Contact Person: JinJa Birkenbeuel

Phone Number: 312-316-5539

Dollar Value of Participation \$ \$50,000

Percentage of Participation % 8.33%

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % 8.33%

5. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Sofbang, LLC	\$100,000	16.67%
Birkdesign, Inc.	\$50,000	8.33%
Total Indirect MBE Participation	\$150,000	25.0%

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Jansco, Inc	\$15,000	2.5%
Go Promotions, Inc.	\$15,000	2.5%
Total Indirect WBE Participation	\$30,000	5.0%

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

Anisha Jackson

913-253-5575

(Name- Please Print or Type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

Ericsson Inc

(Name of Prime Contractor – Print or Type)

State of: Texas

John Barney
(Signature)

County of: Collin

John Barney , VP Business Strategy

(Name/Title of Affiant – Print or Type)

March 25, 2015
(Date)

On this 25th day of March, 2015, the above signed officer John Barney
(Name of Affiant)

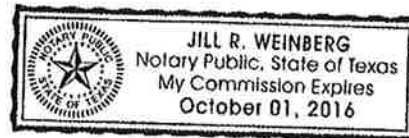
personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Jill R. Weinberg
(Notary Public Signature)

Commission Expires: 10/1/16

SEAL:





FOR
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SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

Project Name: Billing Software for Aviation Specification No.: 114458
From: GO Promotions, Inc
(Name of MBE/WBE Firm)
To: ERICSSON, Inc. and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:
Tradeshaw displays, giveaways and promotional goods

The above described performance is offered for the following price and described terms of payment:
\$15,000 for tradeshaw items and internal/external branding of logo onto promotional goods for ERICSSON

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.
0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Jill Goldstein 12/18/14
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)
Jill Goldstein, Partner
(Name/Title-Please Print)
jill@gopromotions.com 847-579-1700
(Email & Phone Number)



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAR 04 2015

Linda Kroloff
Go Promotions, Inc.
1510 Old Deerfield Road, Suite 229
Highland Park, IL 60035-3068

Dear Linda Kroloff:

We are pleased to inform you that **Go Promotions, Inc.** has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **11/01/2016**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **11/01/2015**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/01/2016**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **09/01/2016**.

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

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

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

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

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

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

NAICS Code(s):

541890 - Other Services Related to Advertising

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/sl



**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

Project Name: Billing Software for Aviation Specification No.: 114458

From: Birkdesign Inc.
(Name of MBE/WBE Firm)

To: Ericsson Inc. and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Graphic design, video production and marketing consulting services

The above described performance is offered for the following price and described terms of payment:

\$50,000 for the creation of internal and external marketing material through graphic design and video production services. Rates are all inclusive from \$150-200/hour for a total budget of \$50,000

Payment to be paid and remitted to BirkdesignInc. within 30 days of submission of invoices to Ericsson, Inc.

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)

Dec 30, 2014
(Date)

Jin Ja Birkendael, President and CEO
(Name/Title-Please Print)

jinjab@birkdesign.com / 312-316-5539
(Email & Phone Number)



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

NOV 19 2014

JinJa Birkenbeul
Birkdesign Inc.
2012 W. Augusta Blvd. 1st Fl.
Chicago, IL 60622

Dear JinJan Birkenbeul:

We are pleased to inform you that **Birkdesign Inc** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** and **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **11/15/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **11/15/2015, 11/15/2016, 11/15/2017, and 11/15/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/15/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **9/15/2019**.

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

NOV 19 2014

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

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

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

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

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

NAICS Code(s):

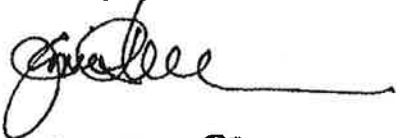
- 512110 - **Commercials, television, production**
- 512110 - **Instructional video production**
- 512110 - **Music video production and distribution**
- 512110 - **Video production and distribution**
- 512230 - **Music Publishers**
- 519130 - **Internet Publishing and Broadcasting and Web Search Portals**
- 519130 - **Internet book publishers**
- 519130 - **Book publishers, exclusively on Internet**
- 541430 - **Graphic Design Services**
- 541430 - **Graphic art and related design services**
- 541511 - **Applications software programming services, custom computer**
- 541511 - **Web (i.e., Internet) page design services custom**
- 541511 - **Computer program or software development, custom**
- 541511 - **Computer software analysis and design services, custom**
- 541511 - **Computer software programming services, custom**
- 541511 - **Computer software support services, custom**
- 541511 - **Programming services, custom computer**
- 541511 - **Software analysis and design services, custom computer**
- 541511 - **Software programming services, custom computer**
- 541512 - **Computer Systems Design Services**
- 541519 - **Other Computer Related Services**
- 541611 - **Administrative management consulting services**

- 541611 - Business management consulting services
- 541611 - Business start-up consulting services
- 541611 - General management consulting services
- 541611 - Strategic planning consulting services
- 541613 - Customer service management consulting services
- 541613 - Marketing management consulting services
- 541810 - Advertising agency consulting services
- 541810 - Advertising agencies
- 541820 - Public relations agencies
- 541820 - Public relations consulting services
- 541820 - Public relations services
- 541830 - Media buying services
- 541850 - Transit advertising services
- 541850 - Outdoor Advertising
- 541850 - Advertising services, indoor or outdoor display
- 541860 - Direct Mail Advertising
- 541870 - Advertising Material Distribution Services
- 541890 - Other Services Related to Advertising
- 541921 - Photography studios, portrait
- 541922 - Photography studios, commercial
- 611420 - Computer programming schools
- 611420 - Computer operator training
- 711130 - Musical Groups and Artist
- 711510 - Independent Artists, Writers, and Performers
- 711510 - Writers of advertising copy, independent
- 711510 - Script writers, independent
- 711510 - Song writers, independent

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

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

Sincerely,



Jamie L. Rhee *RJ*
Chief Procurement Officer
JLR/mm





FOR
NON-CONSTRUCTION
PROJECTS ONLY

SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

Project Name: Billing Software for Aviation Specification No.: 114458

From: Jansco, INC.
(Name of MBE/WBE Firm)

To: ERICSSON, INC. and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Trade show displays, giveaways and promotional goods

The above described performance is offered for the following price and described terms of payment:

\$ 15,000 for trade show items and internal branding of logo
of promotional goods for Ericsson and its products

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

[Signature] 12-29-14
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Jackie Jackson
(Name/Title-Please Print)

Jackiej@janscoinc.com 630-545-0752
(Email & Phone Number)



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAR 17 2015

Jacqueline Ann Jackson
Jansco, Inc.
19 North Park Boulevard
Glen Ellyn, IL 60137

Dear Jacqueline Ann Jackson:

We are pleased to inform you that **Jansco, Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **3/15/2020**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **3/15/2016, 3/15/2017, 3/15/2018, and 3/15/2019**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **3/15/2020**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **1/15/2020**.

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

MAR 17 2015

Jansco, Inc.

Page 2 of 2

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

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

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

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

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

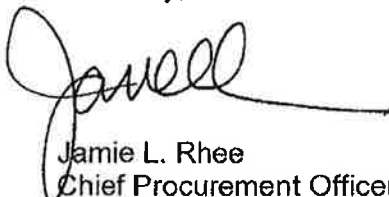
NAICS Code(s):

- 541850 - Advertising services, indoor or outdoor display**
- 541870 - Advertising Material Distribution Services**
- 541890 - Advertising specialty (e.g., keychain, magnet, pen) distribution services**

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer
JLR/gd



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2015

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

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

PRODUCER Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 Attn: dallas.certs@marsh.com 212-948-0519/866-966-4664 06925 --NET -15-16	CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Ericsson Inc. etal Attn: Sandra Fontenot 6300 Legacy Dr. Plano, TX 75024	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : ACE American Insurance Company		22667
	INSURER B : ACE Property & Casualty Insurance Company		20699
	INSURER C : Agri General Insurance Company		42757
	INSURER D : ACE Fire Underwriters Co		20702
	INSURER E :		
INSURER F :			

COVERAGES	CERTIFICATE NUMBER: 04-002344283-04	REVISION NUMBER: 16
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDO G27392908	05/01/15	05/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISA H08856655	05/01/15	05/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			G27637875	05/01/15	05/01/16	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLR C48149236 (AOS) WLR C48149248 (TN) SCF C4814925A (WI)	05/01/15 05/01/15 05/01/15	05/01/16 05/01/16 05/01/16	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER City of Chicago Department of Procurement Services 121 N. La Salle Street Room 403 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 63640
Certificate Printed on: 12/30/2014

Date of This Filing: 12/30/2014 04:20 PM
Original Filing Date: 12/30/2014 04:20 PM

Disclosing Party: Ericsson Inc.
Filed by: Mr. John Barney

Title: VP, Business Strategy

Matter: Exclusivity of software and services
supply: Department of Aviation Automated
Billing project
Applicant: Ericsson Inc.
Specification #: 51872
Contract #: 14298

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

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

Ericsson Inc.
**Managed
MetraNet Services**
For the City of Chicago

October 8, 2014

Ericsson, Inc. Managed MetraNet Services

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Ericsson, Inc. Managed MetraNet Services

The following infrastructure and billing services are included in Ericsson's Managed Services offering. Within this document we include the key terms and describe the task provided in this service.

1 Managed Services key Terms

Managed Services is defined as managed infrastructure services and billing operations services provided by Ericsson. In this offering Ericsson provides the servers, network infrastructure and all other software, hardware and operational resources required to run the MetraNet solution.

Managed Infrastructure Services is defined as the server, network, other hardware and software required to operate the MetraNet solution. This environment includes operational and database administration tasks listed Managed Infrastructure Services activities below.

Managed Billing Services is defined as the outsourced day-to-day management of the MetraNet solution. In this service Ericsson operations team assumes responsibility for providing a defined set of services as listed in the Managed Billing Services below.

2 Managed Infrastructure services

Segmented, Network Infrastructure; Setup. The infrastructure is housed in a dedicated and segmented, network infrastructure. Ericsson shall perform the following tasks in connection with the setup of the managed environment: (i) Transport and install the third-party hardware described below (normally for UAT, Development, Mock, and Production); (ii) install the third-party software including the operating system, database, reporting infrastructure and other related software products described below; (iii) install the Software and product extensions; (iv) assure the acquisition our customer of the first year's maintenance and support for third-party hardware and software as purchased; (v) acquire (if applicable) and install the required security certificates; (vi) apply security lockdown procedures; (vii) Create and configure virtual servers, single server instance or multiple server environment according to build out instructions and Customer's fit requirements; (viii) configure load-balancers, firewalls, switches, network monitoring and other network related equipment and software to accommodate the servers; and (ix) perform final configuration testing. Ericsson will use certified network engineers and billing operations experts to carry out the work described above. These items are included in the setup fee.

2.1 Managed Infrastructure Data Center Network Security

Ericsson's Operations Team has secure remote access to the Managed Environment.
Ericsson has secured all remote access to production servers and network infrastructure

Ericsson, Inc. Managed MetraNet Services

devices that reside at the data center for non-console administrative access. A secure, encrypted connection (VPN) shall have been configured prior to commencement of the Services hereunder. Access via the VPN requires two-factor authentication. Remote access is restricted to appropriate, authorized personnel; each user has a unique account for auditing purposes.

Ericsson restricts access to externally visible devices to IP ranges of the customer depending on individual client application requirements. If this restriction is requested, customers provide specific IP addresses to Ericsson that will be configured on the edge firewalls and only allow customer access to their servers via secured HTTP. Customers' dedicated database and payment servers are only accessible to their dedicated application servers on specific ports. By default, the firewalls disallow any access which is not specifically allowed.

MetraNet's external connectivity is primarily HTTP/HTTPS for communication over IP-based networks, using Simple Object Access Protocol (SOAP) for remote procedure call and request-response dialogues. For security, SSL and 256-bit encryption has been implemented. FTP is also used to transfer large data files to and from external systems.

The network topology is structured with two sets of redundant firewalls. The first set of firewalls protects the front line application servers. The second set of firewalls secures the data stored in the database and payment servers. This firewall layer has been established to provide an additional layer of protection for secured data that is stored in the database and payment server.

2.2 Intrusion Detection

Ericsson has deployed an intrusion detection system and intrusion prevention system to monitor and detect all network traffic and alert personnel to suspected compromises. Alerts are monitored by appropriate personnel in the Information Technology Group. Any suspicious activities are further investigated.

Intrusion Detection System ("IDS") sensors are positioned to analyze traffic on various network segments; details are forwarded for correlation and analysis. In the PCI-ready

Ericsson, Inc. Managed MetraNet Services

configuration, IDS sensors are integrated into Cisco devices. Log correlation devices forward IDS alerts to appropriate IT personnel for follow-up. IDS signatures are updated weekly.

File integrity monitoring software has been deployed to alert personnel to unauthorized modification of critical system or content files.

Ericsson has deployed a Web Application Firewall (WAF) that examines the Application Layer (layer 7) for common attacks such as Cross-site Scripting (XSS) and SQL Injection.

2.3 Security

The Managed Environment will be co-located in a world-class Internet Data Center (“IDC”) with a high-level of physical security. Logical access to network resources is restricted to current Ericsson users with relevant job responsibilities. Ericsson requires that each user be assigned a unique user name and password. The network password is required to gain access to network resources; network passwords are different from application passwords. Critical applications require a separate password to gain access and rights are limited depending on the employee’s job duties.

Basic network access is governed by the password mechanism inherent in the Microsoft Active Directory Domain or, for servers not participating in the domain, a security mechanism local to the respective server.

Password policies enforce password restrictions as follows:

- (i) Passwords for new users are set to a unique value and changed after first use.
- (ii) Passwords expire every 90 days.
- (iii) Passwords must be at least 7 characters.
- (iv) Password must be composed of both alphabetic and numeric characters.
- (v) Password recycling is limited.

All of the products in MetraNet are supported on the Microsoft Windows Server platform. MetraNet has been designed to incorporate application security, including:

(i) Role-Based and Capability-Based Security

Role-based and capabilities-based access control is used, providing business-based security by specific user and/or capability; for example, subscribers cannot access the customer service representative’s domain.

Ericsson, Inc. Managed MetraNet Services

(ii) Encryption of Sensitive Data in Transit

Secure Socket Layer (SSL) is used for encryption of application information transmitted across public networks. Industry standard encryption is also used for VPN traffic.

(iii) Encryption of Sensitive Data in Storage

Industry standard encryption and associated key management is used to effectively secure stored information.

Several general system controls are in place to prevent, detect, and mitigate risks posed by unauthorized users, unauthorized devices, malware, and system vulnerabilities.

Anti-virus software is installed on all production workstations and servers in the data center environment. Client installation and virus definition files are managed from a central management console, which is installed on a management VLAN. Since the production servers in the Managed Infrastructure cannot access the Internet, the implementation of a central management console is required. Virus definition files are updated every 4 hours and program updates are performed every 24 hours. Scans are scheduled to run once per week.

Ericsson has implemented a process for patch management to ensure that patches and updates are installed in a timely manner.

Ericsson, Inc. Managed MetraNet Services

2.4 Tape Backup

Backup and recovery processes and procedures have been implemented to ensure that systems and data can be restored in a timely manner.

For data centers, full backups of production database servers are performed weekly, with daily, incremental backups performed throughout the remainder of the week. A full system backup of all production servers is performed weekly. The MetraNet application and system log files are backed up weekly. All backup jobs are configured for encryption using EMC Networker. Production data is backed up using two types of storage.

A "near line" storage array is used for scheduled backups and the tape subsystem copies and removes older versions when the storage array is over 75% capacity. Before backup tapes are introduced to the tape library system, bar code stickers are attached to uniquely identify each tape.

Tapes are rotated from the tape drive system at the production data center to the Ericsson corporate office once each week. The tapes are stored securely, with access limited to authorized personnel.

2.5 Network Monitoring

Ericsson uses multiple network monitoring systems for proactive monitoring. Notifications are automatically sent to the Operations Team on a 24 x 7 basis and the escalation processes are followed to ensure a timely resolution of critical events.

An enterprise Network Management System ("**NMS**") is deployed for monitoring and control of networked devices that can be managed using "**SNMP**" (Simple Network Management Protocol)

NetIQ is another tool deployed to monitor logs and alert on correlated system and application events.

Ericsson has established a process to ensure audit trails are enabled and active. Access to log data is restricted to authorized personnel. Log data is collected, correlated, and reported for Windows event logs from all servers, IIS logs, syslog repository services, and significant events from SQL databases (such as table creation, drops, transaction activity, logon/logoff, etc.). MetraNet provides full logging capabilities for identification and troubleshooting of errors in log files, which are in turn monitored by operations tools. If requested, logging for various product modules can be configured in separate log files. Third-party tools are used to monitor processes and log files and provide alerts to operators in case of errors.

Ericsson, Inc. Managed MetraNet Services

An internal primary time source provides time synchronization to all internal devices. The internal primary time server synchronizes its time with an external NTP pool.

Ericsson has implemented controls to manage and mitigate technical vulnerabilities as follows:

- (i) External penetration testing is performed on an annual basis.
- (ii) External vulnerability scanning is performed on a quarterly basis.
- (iii) Internal vulnerability scanning is performed continuously.
- (iv) Prior to the deployment of web application changes to production, a web application security testing tool is used to test for common web application vulnerabilities, including SQL injection and cross-site scripting.

2.6 Availability Features

As a policy Ericsson maintains Virtualized servers using VMware ESX vSphere 4.1:

- (i) Management Cluster (configured with 2 redundant VMware servers) CPU and memory resources are distributed between VM hosts; enough resources are available to handle a single VM host server failure.
- (ii) Hosted Client Cluster (configured with redundant VMware servers) CPU and memory resources are distributed between VM hosts; enough resources are available to handle a single VM Host server failure.

2.7 Managed Infrastructure Activities

The following are the specific services provided as Managed Infrastructure Services. They are performed by Network Operations and Database Administrator (DBA) Operations. This listing represents the services typically required to reasonably support the dedicated and shared server, database and network infrastructure.

Ericsson, Inc. Managed MetraNet Services

	Bundled Operations	Incremental Operations
Network Operations	<ul style="list-style-type: none"> • Server file system backups • Security patch application • Diagnosing and replacing failed hardware elements • Server monitoring and management • Network infrastructure monitoring, diagnostics, and repair • Firewall management 	<ul style="list-style-type: none"> • Management of high-end storage systems • Diagnosing Customer network issues • Upgrading or adding dedicated hardware
DBA Operations	<ul style="list-style-type: none"> • Daily update of statistics • Archiving data • Database backup • Optimizing query plans for normal data distributions • Quarterly de-fragmenting indexes • Applying DBMS hot fixes • Repairing database in case of failure 	<ul style="list-style-type: none"> • Optimizing query plans for abnormal data distribution or "hockey stick" data • De-archiving data
Knowledge Transfer and Training	<p>Specific and scheduled workshops (via conference call) to cover key Operational functions with the aim of accelerating knowledge transfer to the Customer team</p>	<ul style="list-style-type: none"> • One hour sessions on topics including: Bill Groups; Soft Close; Failed Transaction Management, etc. • Questions or requests for assistance on tasks within the customer's control, but where further assistance is

Ericsson, Inc. Managed MetraNet Services

		<p>needed.</p> <ul style="list-style-type: none"> • Setting up a complex new service <p>Analyzing applied rates or discounts & explaining</p>
--	--	--

3 Managed Billing Services Activities

The Managed Billing Services provided as part of the allocation of hours per month are provided by Ericsson's experienced billing operations team and include the following.

Category	Definitions	Examples
Data Remediation	Updating data in the MetraNet database	<ul style="list-style-type: none"> • Updating, deleting and reprocessing usage data • Interval mapping • Simple data table updates • Bulk re-rating of data
Soft Close (SC)	Initial step of the bill close process	<ul style="list-style-type: none"> • Generate invoices • Undoing and re-running Billing Process Adapters
Hard Close (HC)	Final steps to complete bill run	<ul style="list-style-type: none"> • Managing the bill close process • Undoing and re-running Business Process Adapters • Managing credit card processing

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Category	Definitions	Examples
Knowledge Transfer and Training	Specific and scheduled workshops (via conference call) to cover key Operational functions with the aim of accelerating knowledge transfer to the Customer team	<ul style="list-style-type: none"> • Managing AR uploads • One hour sessions on topics including: Bill Groups; Soft Close; Failed Transaction Management, etc. • Questions or requests for assistance on tasks within the customer's control, but where further assistance is needed. • Setting up a complex new service • Analyzing applied rates or discounts & explaining
Usage Metering	Monitor Metered Data	<ul style="list-style-type: none"> • Analyzing metering failures on Customer side
Invoice Generation	Rendering the subscriber's printed or electronic (i.e., PDF) invoice	<ul style="list-style-type: none"> • Ad-hoc address correction • Ad-hoc language change
Data Export	Exporting data to external systems	<ul style="list-style-type: none"> • Customer's systems (AR, GL, data warehouse, etc.) • End-customer's systems (i.e., internal chargeback)
Reconciliation	The act of verifying usage data to prevent leakage	<ul style="list-style-type: none"> • Compare MetraNet data with mediation systems
Third-Party Vendors	Managing issues with third party vendors (This does not include vendors used by the MetraNet Software as delivered via Company's standard software release)	<ul style="list-style-type: none"> • Taxation vendors • Payment processors

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Category	Definitions	Examples
Daily adapters	Monitor daily adapter processing	<ul style="list-style-type: none"> • Review adapter processing • Review/resolve any issues
Scheduled jobs	Monitor scheduled tasks/jobs	<ul style="list-style-type: none"> • Review results of scheduled jobs • Resolve any issues
Application Monitoring	Maintain specified application alerts	<ul style="list-style-type: none"> • Define application alerts • Monitor and address alerts • Manage defined alerts and adjust as needed
Pre-close checks	Validate application specific items prior to EOP	<ul style="list-style-type: none"> • Review reports for any discrepancies • Check usage metering completing
Application updates	Deploy updates to application	<ul style="list-style-type: none"> • New feature request requires code update deployment • Change to functionality deployment • Configuration updates

4 Conclusion

We look forward to continue support the City of Chicago, enhancing the performance and value of your MetraNet solution.

Ericsson, Inc. Managed MetraNet Services



ERICSSON

May 14, 2015

Brenna Berman
Commissioner and Chief Information Officer
Department of Innovation and Technology
50 W. Washington
Chicago, IL 60602

Commissioner Berman,

In connection with the Economic Disclosure Statement and Affidavit ("EDS"), I hereby acknowledge and attest that all certifications and statements contained in the original EDS that Ericsson Inc. submitted on Dec 30, 2014 are and continue to be true, accurate and complete as of the date of this letter.

John Barney
VP, Sales
972-583-2465
john.barney@ericsson.com
Ericsson Inc.

cc: Jamie Rhee – CPO

Ericsson

6300 Legacy Drive
Plano, TX 75024
Tel: 972-583-5000



Vendor Profile: Certifications

[Help & Tools](#)

Business Name: **Sofbang, LLC**

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[Certifications](#) [Contract](#)

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- [Help & Support »](#)
- [Logoff](#)
- [Show All](#) [Hide All](#)
- Logged on as:
Judith Mims
06 Dept of Innovation & Technology

Current Certifications

Type	Action	Effective	Renewal	Organization	Reviewer	Actions
MBE	No Change Affidavit	3/24/2015	1/1/2016	City of Chicago	Ayeww Biru	View
MBE	No Change Affidavit	4/30/2013	4/30/2014	Cook County	Eli Washington	View

Other Certifications

Status	Type	Action	Action Date	Cert Dates	Organization	Reviewer	Actions
Deactivated	MBE	Recertification/ Renewal/ Annual	3/24/2015	Cert: 1/15/2014 Renew: 4/1/2015	City of Chicago	Christina Lee	View
Deactivated	MBE	No Change Affidavit	1/15/2014	Cert: 4/25/2012 Renew: 2/1/2014	City of Chicago	Felicia Hinton	View
Deactivated	MBE	Recertification/ Renewal/ Annual	5/1/2012	Cert: 4/15/2009 Renew: 6/1/2012	City of Chicago	Desiree Smith	View
Deactivated	MBE	New	5/6/2009	Cert: 11/20/2007 Renew: 6/1/2009	City of Chicago	Desiree Smith	View

Customer Support

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**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

SCHEDULE C-1
DBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

Project Name: Billing Software for Aviation Specification
No.: 14458

From: Sofbang LLC
(Name of DBE Firm)

To: Ericsson Inc, and the City of Chicago.
(Name of Prime Contractor/Consultant)

The DBE status of the undersigned is confirmed by the attached City of Chicago or Illinois Uniform Certification Program Certification Letter dated: 1/15/2014

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the DBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Enterprise Strategy, Business Analysis, System Analysis and Design, Technical Architecture, Software Development

The above described performance is offered for the following price and described terms of payment:
Value \$100,000

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the DBE will not be subcontracting any of the work listed or attached to this schedule.

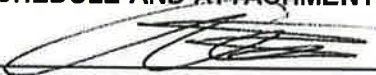
0 % of the dollar value of the DBE subcontract that will be subcontracted to non-DBE contractors.

100 % of the dollar value of the DBE subcontract that will be subcontracted to DBE contractors.

NOTICE: If any of the DBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. DBE credit will not be given for work subcontracted to Non-DBE contractors, except for as allowed in the Special Conditions Regarding Disadvantaged Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

 12/31/2014
(Signature of Presiden/Owner/CEO or Authorized Agent of DBE) (Date)

Allen Pomerantz General Manager
(Name/Title-Please Print)

al.pomerantz@sofbang.com, 312.279.0430 x2001
(Email & Phone Number)

Certification: View

Help & Tools 

Certification List

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Vendor Information 

Business Name	Sofbang, LLC
VendorID	20069478
Primary Owner's Name	Mr. Rajinder Duggal
Ethnic Group	Asian American
Gender	Male

Certification Information 

Certifying Agency	City of Chicago
Certification Type	MBE - Minority Business Enterprise
Effective Date	1/15/2014
Renewal/Anniversary Date	1/1/2015
Expiration Date	1/1/2019

Contact Information 

Main Company Email	
Main Phone	630-789-3659
Main Fax	888-630-9522
Internet Web Page	www.sofbang.com

Addresses 

Physical Address	145 TOWER DRIVE #1 BURR RIDGE, IL 60527
Mailing Address	145 TOWER DRIVE #1 BURR RIDGE, IL 60527

Business Capabilities 

Business certified for	NAICS 511210 Software publishers NAICS 518210 Data Processing, Hosting, and Related Services NAICS 541511 Custom Computer Programming Services NAICS 541512 Computer Systems Design Services NAICS 541519 Other Computer Related Services NAICS 541690 Other Scientific and Technical Consulting Services
Full Description of Capabilities/Products	NAICS 511210 Software publishers NAICS 518210 Data Processing, Hosting, and Related Services NAICS 541511 Custom Computer Programming Services NAICS 541512 Computer Systems Design Services NAICS 541519 Other Computer Related Services NAICS 541690 Other Scientific and Technical Consulting Services
Commodity Codes	NAICS 511210 Software publishers (More) NAICS 541511 Custom Computer Programming Services (More) NAICS 541519 Other Computer Related Services (More) NAICS 541690 Other Scientific and Technical Consulting Services (More)

Owner Ethnicity and Gender 

Ethnic Group	Asian American
Gender	Male

DBE Ethnic Group

Sub Continent Asian American

Location



County

Cook (IL)

Certification List

Customer Support

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