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

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## PROVED

JUSTIFICATION FOR NON-CO	OMPETITIVE PROCUREMENT
COMPLETE THIS SECTION IF NEW CONTRAC	T
For contract(s) in this request, answer applicable questions in each of the 4 Preparation of Non-Competitive Procurement Form on the reverse side.	major subject areas below in accordance with the <u>Instructions for</u>
Request that negotiations be conducted only with	
(Name of Person or Firm)	
his is a request for (One-Time Contractor Requisition # 42391 Delegate Agency (Check one). If Delegate Agency, this request	is for "blanket approval" for all contracts within the
COPA Subscription for Head Start/Child Care (Program Name)	(Attach List) Pro-Assigned Specification No
(i rogram Name)	Pre-Assigned Contract No.
COMPLETE THIS SECTION IF AMENDMENT OR MO	ODIEIC ATION TO CONTRACT
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pporting documents. Request approval for a contract amendment or mod	
Contract #:	Company or Agency Name:
Specification#	Contract or Program Description:
Modification #:	(Attack List, if multiple)
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ric Echols 313-743-150% riginator Name Telephone	Signature Department Date
dicate SEE ATTACHED in each box below if additional space needed:	· ·
PROCUREMENT HISTORY See A	Attachment I
ESTIMATED COST	
See A	Attachment I
SCHEDULE REQUIREMENTS	
See	Attachment I
WAY VOLUME	
EXCLUSIVE OR UNIQUE CAPABILITY	Attachment I
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#### INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT FORM (Rev. 5/04)

If a City Department has determined that the purchase of supplies, equipment, work and/or services can not be done on a competitive basis, a sole source justification must be prepared on this "Justification for Non-Competitive Procurement Form" in which procurement is requested on a non-bid or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. All applicable questions in each Subject Area below must be answered. 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. Also attach a complete CPAC Project Checklist, and any other required forms (see Other #1, below). The Board will not consider justifications with incomplete information documentation

#### 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 notices and list of sources contacted)
- Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).
- 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, why not?

#### ESTIMATED COST(

- 1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?
- 2. What is the estimated cost by fiscal year, if the job project or program covers multiple years?
- Explain the basis for estimating the cost and what assumptions were made and/or data used (ie. 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.
- 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**

- If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, other factors make this person or firm exclusively or uniquely qualified for the project. Attach copy of cost proposal and scope of services.
- 2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
- 3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
- 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, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why.
- Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.
- 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.

#### 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 complete C-1 and D-1 form, which is available on the Procurement
Services page on the City's intranet site.

#### **OTHER**

Explain other related considerations and attach all applicable supporting documents (an approved Information Technology Strategy Committee (ITSC) form, an approved Request for Individual Contract Services form, etc.)

#### REVIEW AND APPROVAL

This form must be signed by both the Originator of the request and approved by the Department Head or authorized designee. After review and final disposition from the Board, this form will be stamped to indicate the final disposition and signed by the Chairperson of the Board of authorized designee. Its "This form must be signed by both the Originator of the request and approved by the Department Head or authorized designee. After review and final disposition from the Board, this form will be stamped to indicate the final disposition and signed by the Chairperson of the Board of authorized designee."



City of Chicago Richard M. Daley, Mayor

Chicago Department of Family and Support Services

Mary Ellen Caron, Ph.D. Commissioner

Executive Office 2nd Floor 1615 West Chicago Avenue Chicago, Illinois 60622 (312) 743-0300 (312) 743-0400 (FAX) (312) 746-5455 (TTY) www.cityofchicago.org December 8, 2009

To:

Jaime L. Rhee, Chief Procurement Officer

Department of Procurement Services

From:

Mary Ellen Caron

Commissioner

Department of Family and Support Services ("FSS")

Re:

Nulinx International Inc. Revision to Justification for Non-

Competitive Procurement (originally approved 4/23/09)

Requisition # 42391

The Department of Family and Support Services is requesting the following revisions to the subject approved sole source service agreement for Nulinx International, Inc.

The base term of the agreement would be for three (3) years with one (1) year extension option.

Maximum compensation updated to reflect the 3-year agreement for \$1,532,890.00.

MBE/WBE Waiver request memo submitted to Chief Procurement Officer on 9/21/09.

If you have any questions or concerns, please contact Eric Echols, Contracts Coordinator, Contracts Unit at (312) 743-1508.

#### Attachments:

cc:

Kenneth McGhee

David Wells Hani Mayzouni Randi Brokvist

Eric Echols







City of Chicago Richard M. Daley, Mayor

Office of the Mayor

City Hall, Room 509 121 North LaSalle Street Chicago, Illinois 60602 (312) 744-3300 http://www.cityofchicago.org

#### Memorandum

To: Montel Gayles

Chief Procurement Officer, DPS

From: Tony Ruiz

Information Technology Governance Board (ITGB) Chair Chief Technology Operations Officer, Mayor's Office

Date: March 12, 2009

Re: ITGB Approval to Continue Technology Procurement

The Information Technology Governance Board has reviewed and approved the request for the Department of Family of Support Services to procure a Blanket Agreement for NULINX as detailed in the attached DPS Project Checklist. Please continue the RFQ/P/non-competitive procurement process.

Should you have any questions, do not hesitate to contact me at 4-5495.

Thank you.

cc: Kate McAdams, Mayor's Office
Andrea Gibson, Erin Keane, Mario Esquivel, OBM
Hardik Bhatt, Jason DeHaan, DoIT
Gustavo Giraldo, DPS
Mary Ellen Caron, Eric Echols, DFSS







City of Chicage Rickard M. Daley, Mayor

Chicago Bepartment of Family and Support Services

Mary Ellen Caron, Ph.D. Commissioner

Encestive Office 2nd Floor 1615 West Chicago Avenue Chicago, Illinois 68622 (312) 743-8300 (312) 743-8400 (FAX) (312) 746-5455 (TTY) www.cityefchicago.org TO:

Jaime Rhee

Chief Procurement Officer

Department of Procurement Services

ATTN:

Joseph, Chan, Contract Negotiator

FROM:

Mary Ellen Caron Commissioner

DATE:

September 21, 2009

SUBJECT:

Approval for Waiver Compliance for MBE/WBE Requirements

The Chicago Department of Family and Support Services (DFSS) approves a waiver of the MBE/WBE requirements in the contract with Nulinx International, Inc. This waiver is requested due to the proprietary nature of Nulinx's COPA software annual service agreement.

This service agreement does not offer MBE/WBE subcontracting opportunities because the COPA software was developed exclusively by Nulinx and consequently no other company is permitted, qualified or authorized to provide the unique scope of annual maintenance and services required by DFSS. These services include specialized tracking of Head Start enrollment and eligibility; site monitoring and document management; customized billing and reimbursement reports for Child Care related programs; as well as agency intranet collaboration and communication capabilities.

The recommended award for Nulinx for the three (3) year contract is \$1,532,890.

If you have questions or concerns, please contact Eric Echols, Contracts Coordinator, Contracts Unit at (312) 743-1508.







September 1, 2009

Department of Family and Support Services Grants, Contracts & Information Technology 1615 West Chicago Avenue Chicago, Ill 60622

ATTN: Ms. Elise Mann Deputy Commissioner

Dear Ms. Mann,

We would like to extend our gratifude to the Department for the opportunity granted to Nulinx International Inc. to provide COPA software to the City of Chicago and Department of Family and Support Services (DFSS). Due to the nature of Nulinx's COPA software annual service agreement, we respectfully request a waiver of the city's MBE/WBE goals on this contract.

Nulinx International Inc. is committed to assisting in the growth of Chicago area MBE/WBE firms and will offer MBE/WBE subcontracting opportunities whenever possible. Unfor(unately, this annual service contract does not provide for any,

COPA software is a proprietary software that has been developed exclusively by Nulinx International Inc. No other correspond is permitted, qualified of authorized to provide the comprehensive scope of annual maintenance and services required by the Chicago Department of Family and Support Services to manage, monitor and serve over 25000 children and families from multiple funding sources.

Nulinx International Inc.'s COPA software, is being provided to the FSS as a hosted solution... accessible via the interpet. Recause of the proprietary pature of the service agreement, confidentiality of information, expertise on the technology and subject and scope of services provided, there is no direct local subcontracting opportunity, MBE/WBE or otherwise, for Nulinx International, Inc. in provide. Additionally, Nulinx International, Inc., the servers, support staff and services providing the bosted system are managed by Nullax International, Inc. and are located in Los Angeles; California and the ability to use Chicago area MBE/WBE firms for indirect spending is quite limited.

If you have any questions, please don't besitate to contact me directly at \$18-304-0110.

Hamid Kelishadi President

Nulinx International Inc. (COPA)

#### **PROCUREMENT HISTORY**

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

On November 26, 2003, the final area of non-compliance for CDHS' (now "FSS" - the Department of Family and Support Services') Head Start Program, was corrected and the deficiency status lifted. This was due to the development of a HSEV (Head Start Eligibility Verification) and a MER (Monthly Enrollment) forms to determine eligibility and number of children in the Head Start program. It was intended that the HSEV Paradox database system would be reconfigured to an Oracle, internet accessible system to be fully functional.

Realizing that the development of the Oracle system was taking longer than anticipated, the Department requested an Emergency contract for Nulinx International Inc. (COPA) to immediately implement a child enrollment and tracking system for the City's Head Start and Child Care program which served approximately 20,000 children. The firm was identified with the assistance of the Department of Business Information Systems (BIS) as the only source which would meet all of our tracking needs for family and child data in addition to eligibility and enrollment.

It was also realized during this time that the costs associated with customizing reporting requirements by the grantor, HSS would be cost prohibitive. Due to the urgent need for the unique services that could be provided by Nulinx, the Department entered into an agreement with Nulinx to provide swipe card and associated expenses to track attendance, subscription fees, customization and training. Intranet services were also included in this contract in 2005.

Based on the Department's continued needs and the exclusive nature and unique capabilities of Nulinx and its COPA system, FSS is requesting to contract with Nulinx International, Inc. for 2009. The Department would like to contract with Nulinx to serve as the host organization for use of the COPA internet system which would provide multiple services including: 1) data tracking and customized reporting as it relates to Head Start enrollment and eligibility; 2) comprehensive intranet services for FSS and its Head Start/Child Care agencies; and 3) data tracking which includes customized billing and reimbursement reports for Child Care related programs, both at the family and child level as well as site reimbursements by the Grantee.

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

This is a continuation of a previous software license contractual agreement. Due to the fact that the contract ended on November 30, 2008, the Department is requesting sole source approval for a new contract.

#### 3. Explain attempt to competitively bid the requirement

Nulinx is the only company that supports this product, and as a result, a competitive bid is not possible.

#### 4. Describe all research done to find other sources

Initially, the Department attended a Vendor's Fair to identify those contractors that could potentially meet our needs. No other sources were identified, as Nulinx is the only company that supports the COPA product. Other vendors at the fair include HSFIS and Galileo.

# 5 Explain if future competitive bidding is possible? Is this a one-time request or will future requests be made for doing business with the same source?

Future competitive bidding is NOT possible as the Department has identified Nulinx as the only organization that can provide this product which is proprietary, currently in use, highly customized, and solely dependent upon Nulinx personnel. FSS requests that approval be based on a three (3) year blanket agreement between our Department and Nulinx with a (1) year extension option. Yes, there may be future requests.

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

Future competitive bidding is NOT possible because both FSS and the United States Department of Health and Human Services (HHS) are fully satisfied with the firm's services, Nulinx has established a continuity of services over the past several years which ensures ongoing quality services, and it would be impractical to implement a new system given the high costs that would be realized to develop a system with similar capabilities.

#### **Estimated Cost**

#### 1. What is the estimated cost for this requirement? What is the funding source?

The estimated cost for this system is: \$1,532,890. The funding sources are Head Start (Federal) and Child Care (State) funding.

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

The estimated costs are as follows:

Year 1 - \$487,800

Year 2 - \$509,800

Year 3 - \$535,290

Year 4 - \$(Year 3 Amount + estimated 5%)

3. Explain the basis for estimating the cost and what assumptions were made and data used.

The Vendor's cost proposal is based on requirements identified by key FSS staff and all applicable Federal, State and local rules and regulations.

- 4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
  - The City has invested over 1.7 million dollars in services received from Nulinx since 2004. Due to the fact that the COPA system was already developed prior to use by FSS, major costs normally associated with development and implementation of such a system were not incurred.
  - The COPA (system) is already developed and readily available an in use. Due to the fact that the system has been so well received by the funding source, it is intended that its continued use will ensure that the City is in compliance with Head Start requirements, thus helping to ensure that FSS will receive its 114.6 million Head Start and 44.3 million State of Illinois Child Care awards.
  - All hardware, staff required for maintenance, software licensing and maintenance, hosting fees, and updates, etc. are included in the subscription cost (with any additional trainings provided and quoted on an as needed basis).
  - In order to custom create a system such as COPA, it could take years, millions of dollars, and an ongoing commitment for support, development and maintenance.
  - A combined Head Start and Child Care system will likely save tens of thousands of dollars because it eliminates inefficiencies such as duplicate data entry and tracking.
  - The time saved by this system's 2300 users, by conservative estimates, as compared to using another system would easily realize the city over a million dollars a year.
- 5. Explain what negotiation of price has occurred or will occur. Detail why the cost is deemed reasonable.

The FSS' IT Unit along with Administration' Senior Management have been the leads in identifying requirements related to this system. As a result, during requirements formulation for 2009, \$60,000 in costs have been eliminated. Further negotiations and cost reductions may still be possible. These savings are very good considering that costs saved by not having major development and implementation costs as well as fixed subscriptions costs are already significant.

#### Schedule Requirements

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

The schedule was developed by the Department's need to comply with the enrollment and eligibility requirements of the United States Department of Health and Human Services. The emergency nature of the original procurement caused the Department to seek a "solution" system as soon as possible. The contract period for continued services would now be determined by the Head Start fiscal year which ends on November 30<sup>th</sup> of each year.

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 these circumstances? Why are the drawings and specifications lacking? What is the lead time to get drawings and specifications suitable for competition? If lack of drawings is not a constraining factor to competitive bidding; explain why only one person or firm can meet the required schedule.

This is NA. Nulinx has proprietary rights to the COPA product and would provide this tool to the Department on a subscription basis.

- 3. Outline the required schedule by delivery or completion dates and explain the reason why the schedule is critical.
  - It is anticipated that the Department would enter into a contract with Nulinx by December 1, 2009. This date is critical as the vendor currently has no contract with the FSS, and based on negotiations and the contracting process – May is the earliest that we anticipate that a contract would be executed.
  - This schedule is critical because the Department wants to be proactive in complying with Head Start / Child Care requirements which together include major areas such as enrollment, eligibility, and billing. We also want to be expeditious in the execution and administration of our contracts. An executed Nulinx contract will help the Department's Head Start program continue operating at it highest level of efficiency.
- 4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

Any delays in this hosting agreement with Nulinx would not only jeopardize the Department's goal to ensure that quality services continue to be provided to Chicago's children and families in need, but it would also expose the Department's to the risk of being unable to effectively track and monitor the Head Start and Child Care programs, and thus a possibility of losing over 150 million dollars in grant funds per year.

#### 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, other factors make this person or firm exclusively or uniquely qualified for the project. Attach copy of cost proposal and scope of services.

Nulinx, International is the only organization that can provide specialized Head Start and Child Care tracking and reporting, in combination with site monitoring and work flow process, as well as Billing and Reimbursement features under one platform, while also providing intranet collaboration and communication simultaneously. (See Attachments II, III, and IV)

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

Yes, Nulinx is the only organization that provides the COPA software. There are no other vendors with this proprietary software and therefore personnel with exclusive knowledge and expertise related to these services. Nulinx has been providing the Department with its exclusive software services and extraordinary personnel for several years. (See Attachments III & IV)

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

Nulinx is the only organization that provides services to support the COPA product. Nulinx has had a previous contract with the City which began in June of 2004 and ended in 2008. Nulinx' COPA system has also provided its services to numerous other major governmental agencies including the State of Arkansas' Division of Child Care an Early Childhood Education 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?

Nulinx uses cutting edge technology all under one platform (i.e. Unix) to meet the multifaceted needs of Head Start programs, Child Care providers, City and State agencies, etc. Moreover, the new CABS, will enable the Department to have in its Child Care billing & reimbursement system, the time-tested efficiency and effectiveness that has been demonstrated by the COPA system in meeting the Department's Head Start requirements since 2004.

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?

Nulinx' professional staff; years of experience in serving the specific needs of governmental agencies; as well as the firm's commitment to serve the Department's needs will certainly guarantee that the Nulinx COPA solution will be an invaluable resource in the years ahead.

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

NA/Acquiring services.

- 7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.
- YES. Attached is a copy of the agency's previous agreement cover pages (2) which identifies the Nulinx agreement with the City as a software license agreement. (See Attachment V and VI)
- 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.

N/A

#### MBE/WBE Compliance Plan

1. 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 complete C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site.

The vendor has submitted the request for MBE/WBE Compliance waiver to FSS. Family and Support Services concurs with the vendor waiver request and submitted this concurrence waiver request to DPS on September 21, 2009. To date FSS is awaiting CPO approval.

#### Other

1. Explain other related considerations and attach all applicable supporting documents (an approved Information Technology Strategy Committee (ITSC) form, an approved Request for Individual Contract Services form, etc.)

On March 12, 2009, as part of the Procurement process for IT projects, FSS provided the IT Governance Board with information regarding Nulinx. The Governance Board reviewed and approved the Department's request to procure a Blanket Agreement for Nulinx.

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

For DPS Use Only
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ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST	
Required Attachments: Scope of Services, including location, description of project, services required	red, deliverables, and other information as required
Risk Management	
Current Insurance Requirements prepared/approved by Risk Management:	
Will services be performed within 50 feet of CTA train or other railroad property?	☐ Yes ☐ No
Will services be performed on or near a waterway?	☐ Yes ☐ No
( Manage of the	☐ Yes ☐ No
If applicable, Pre-Qualification Category No. Category Description:	
For Pre-Qualification Program, attach list of suggested firms to be solicited	
Other Agency Concurrence Required: □None □State □ Federal □ Other	
If Amendment request, please verify and provide the following:	
Contractor's Name:	
Contractor's Address:	
Contractor's e-mail Address:	
Contractor's Phone Number:	•
Contractor's Contact Person:	ż
Has an MBE/WBE or DBE Project Specific Goals been submitted to Compliance?	El Vest El Ma
*If yes, attach approval transmittal from Compliance	☐ Yes* ☐ No
AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST  DOA sign-off for final design documents:	☐ Yes ☐ No
Required Attachments:	
Copy of Draft Contract Documents and Detailed Specifications	
Risk Management:	
Current Insurance Requirements prepared/approved by Risk Management:	☐ Yes ☐ No
Will work be performed within 50 feet of CTA or ATS structure or property?	☐ Yes ☐ No
Will work be performed airside?	Yes No
*NOTE: Any non-construction Aviation request, complete the applicable section.	
Do bid documents contain Sensitive Security Information (SSI)?	☐Yes* ☐No ☐Redacted
*If yes, attach Confidentiality Statement	a 165 and anegaciad
Has an MBE/WBE or DBE Project Specific Goals request been submitted to Compliance?	☐ Yes*☐ No
*If yes, attach approval transmittal from Compliance.	C 165 C NO
f Amendment request, please verify and provide the following:	
Contractor's Name:	
Contractor's Address;	
Contractor's e-mail Address:	
Contractor's Phone Number:	•
Contractor's Contact Person:	

COMMODITIES SUPPLEMENTAL CHECKLIST	
Required Attachments:	
Detailed Specifications (Scope of Services) including detailed description of the product	t delivery location, upor demonstrate and and a second
considerations	it, centery location, user department contact, price escalation
☐ Bidder's qualification, contract term and extension options	
Contractor's qualifications, citation of any applicable City/State/Federal statutes or regula	ations attation of any attacks
Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropria	ations, citation of any applicable technical standards
and attachments as appropris	ate.
Has an MBE/WBE or DBE Project Specific Goals request been submitted to Compliance?	7
*If yes, attach approval transmittal from Compliance.	? ☐ Yes*☐ No
, and appears desiration to the parties.	
If Modification request, please verify and provide the following:	
Contractor's Name:	
Contractor's Address:	
Contractor's e-mail Address:	
Contractor's Phone Number:	
Contractor's Contact Person:	
CONSTRUCTION SUPPLEMENTAL CHECKLIST	
Required attachments:	
•	
Copy of Draft (80% Completion), Contract Documents and Detailed Specifications Risk Management	
Current Insurance Requirements prepared/approved by Risk Management:	☐ Yes ☐ No
Will services be performed within 50 feet of CTA train or other railroad property?	☐ Yes ☐ No
Will services be performed on or near a waterway?	☐ Yes ☐ No
Mr Madissation removed at the second	
If Modification request, please verify and provide the following:	
Contractor's Name: Contractor's Address:	
***************************************	
Contractor's e-mail Address:	•
Contractor's Phone Number:	
Contractor's Contact Person:	
DDOFFCCIONAL OFFICE OUT TO THE TOTAL OF THE	
PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST	
If New Request (Check applicable boxes):	
Is this a Request for Qualifications (RFQ)?	☐ Yes ⊠ No
Is this a Request for Proposal (RFP)?	□ Yes ⊠ No
If RFQ or RFP, did any outside Consultant provide advice or deliverables in developing the RF	FQ or RFP? ☐ Yes* ⊠ No
*If yes, Company Name: PO#	
Attach a narrative explaining the consulting services and deliverables provided.	
Is this a Non-Competitive Procurement?	⊠ Yes* □ No
*If yes, attach completed Non-Competitive Justification form, vendor proposal and completed in	MBEWBE compliance plan (Schedules C-1 and D-1)
submitted to the Non-Competitive Review Board.	(Constitute of and Del)
Is this a request for individual Contract Services?	☐ Yes ⊠ No
*If yes and you seek a sole source contract to hire a person as a Consultant, attach completed	d Office of Compliance "Pequeet for Individual Contract
Services" approval form signed by Department Head, Office of Compliance & OBM.	or combinance Medicar for individual Coultact
The state of the s	
is this a Revenue Producing contract?	☐ Yes* ⊠ No
•	FILES. MINO
Does this request involve the purchase of Software?	CI Vant M.N.
*If yes, is City required to sign a software license?	☐ Yes* ⊠ No
*If yes, attach descriptions of software and software license agreement.	☐ Yes* ☒ No

PROPESSIONAL SERVICES SUPPLEMENTAL CHECKLIST (continued)	
Required Attachments (IF RFP/RFQ OR SOLE SOURCE):	
Statement of Work (SOW), Deliverables or Scope of Services defined	
Does SOW involve any work in the public way?	☐ Yes* ☒ No
*If yes, attach list of locations.	
Does SOW involve any public improvement to property that requires performance bond or prevailing wage?	☐ Yes* ⊠ No
*If yes, attach list of locations.	<del></del>
Is City Council approval required?	☐ Yes ⊠ No
☑ Project or Program Background Information	
☑ Project Goals and Objectives	
Qualifications or Licenses/Certifications required for any disciplines	
Evaluation Criterion desired in RFP or RFQ	
Technical and/or Functional Requirements, if applicable	
Cost Proposal/Schedule of Compensation structure (If Sole Source, over Contract Term by Milestone Delive	rables)
if an information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from	om Information Technology Governance
Board (ITGB)	•
Has an MBE/WBE or DBE Project Specific Goals request been submitted to Compliance?	⊠ Yes* □ No
*If yes, attach approval transmittal from Compliance.	Mies IIII
MBE/WBE Waiver Request submitted to DPS on 9/21/09 (copy attached)	
If Amendment request, please verify and provide the following:	
Contractor's Name:	
Contractor's Address:	
Contractor's e-mail Address:	
Contractor's Phone Number:	
Contractor's Contact Person:	
VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST	
Required Attachments:	
Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if a	ny, and options/accessories
☐ Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittel In Delivery Location(s)	nformation, etc.)
☐ Technical Literature	
Drawings, if any	
Part Number List (Manufacturer, or Dealer; or Other Source)	
☐ Current Price List(s)/Catalog(s)	
☐ Special Approval Form	
Exhibits and Attachments	
Has an MBE/WBE or DBE Project Specific Goals request been submitted to Compliance?  *If yes, attach approval transmittal from Compliance.	☐ Yes* ☐ No
у том тругов и и потполници потполниции.	
If Modification request, please verify and provide the following:	
Contractor's Name:	
Contractor's Address:	
Contractor's e-mail Address:	
Contractor's Phone Number:	
Contractor's Contact Person:	

Required Attachments:  Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contact work hours/days, laborer/supervisor mix, compensation and price escalation considerations  Bidder's qualification, contract term and extension options  Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards  Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate  If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)		
☐ Yes ☐ No		
☐ Yes* ☐ No		

Contractor's Contact Person:

#### **Attachment II**

# **SCOPE OF SERVICES Nulinx International, Inc.**

#### **Description**

Nulinx International, Inc. is to provide the internet technology needed by the Department of Family and Support Services (FSS) to operate the Child Outcome Planning and Assessment (COPA) system. The COPA online system has three components which together enable the Department to meet its needs as it relates to child data management and related administrative processes:

- The system's main application COPA tracks Head Start children's enrollment and eligibility, assessments, outcomes, health, disability and goals, etc. This application is a continuation of the Head Start project started in 2004 that has provided tracking and reporting information on approximately 90,000 children and families. A crucial aspect of information provided, includes the Program Information Report (PIR) data which describes important demographic information such as staffing and enrollment trends related to the Head Start program. New for 2009 is the COPA Automated Billing System (CABS). CABS is designed to replace the Child Care Management Information System (CCMIS) and to track the requirements of the Child Care program, as well as billing and reimbursements of sites and delegate agencies. This new COPA component is expected to enhance the COPA system immeasurably.
- COPA.org is the organization tool that allows for such things as monitoring, self assessment, auditing, site visit trackings and action plans. This tool also allows for document management and routing, access controlled file sharing, and customizable work flow automaton forms such as timesheets, vacation requests and purchase requisitions.
- COPA.net is the communication component that allows for full intranet capabilities. The COPA Intranet system is comprised of the following: 1) FSSagency.com which allows agencies to communicate directly with each other and 2) FSSnet.com which allows FSS staff to communicate directly with each other. This communication system is comprehensive and allows FSS and its agencies to collaborate and share information in real time, which then allows these entities to address all changes and needs as they arise.

Other features of the COPA system include intranet archival capabilities, customized reporting and ongoing maintenance and support.

(See Attachments III & IV)

#### **Time Frame**

The COPA system is developed, and available for use at over 570 sites, 1600 classrooms and 2300 users.

#### **Special Requirements/Qualifications**

- The United States Department of Health and Human Services Head Start and State of Illinois Child Care programs require specialized software and expertise that are not readily available through other vendors. FSS needs the COPA system which has been exclusively designed by Nulinx to track and report data in compliance with the Head Start and Child Care funding requirements, and consequently, help to ensure that funding from these sources is maintained.
- Nulinx saves the City tens of thousands of dollars each year through COPA, because the system is readily available, extremely efficient, user-friendly, and highly customizable with its modular format. The Department's use of COPA not only eliminates major costs that would be inevitable with the development and implementation of a similar system, but smaller costs are eliminated as well, because the system is subscription-based with no extra fees such as licensing, user, or site fees.
- Due to the fact that Nulinx has proprietary rights to COPA, Nulinx staff is uniquely qualified and experienced in providing needed maintenance and support.
- In summary, COPA is the only affordable, state of the art solution that the
  Department has identified which can provide specialized Head Start and Child
  Care tracking and reporting, in combination with site monitoring and work flow
  process, as well as billing and reimbursement features under one platform, while
  simultaneously providing intranet collaboration and communication.

#### **Location**

Nulinx was founded in California and has been solely dedicated to serving Head Start programs and child care providers since 2001 through its offices in Tarzana and Sherman Oaks California. COPA is available for not only FSS administrative staff but also for Head Start/Child Care agencies city-wide.

#### NULINX 2009 - COMPENSATION SCHEDULE - TOTAL: \$487,800

Software	\$410,800
<ul> <li>COPA Subscription Fee (annual cost for use of the Child Outcome Planning and Adm. software (COPA), a Web-based tool) including all support, maintenance and same version updates)</li> </ul>	n \$324,000
<ul> <li>COPAorg Subscription (annual cost for the Ongoing Monitoring and Audit Mgt. Tool, for compliance monitoring including all support, maintenance and same version updates)</li> </ul>	\$60,000
<ul> <li>COPAnet Subscription Fee including CRM (annual cost to use the Intranet COPAnet "my.cyscopa.com" and its add'l CRM Tool including all support, maintenance and same versupdates)</li> </ul>	sion \$10,800
- COPAnet Subscription Fee for "my fssagency.com" (annual cost for Agency COPAnet. Provides secure collaboration and communication environment for all agencies in real time)	\$10,800
- COPAnet email Archiving for "my fssagency com (allows agency communications with all all agencies to be archived for future retrieval	\$5,200
Implementation (Consulting) – {Customization} (Additional Customization allowance on CABS Eligibility and Billing Phase I)	\$48,000.00
Training COPA Subscription Fee for "CysTraining.mycopa.com". (COPA add'l Training Site Subscrip Fee). The training system is duplicate of production system and is needed for training of FSS Agency staff. Vendor will update training system with the production system upon FSS-MIS'	Sand
Other  Development and Customization of various Reports, Triggers and Functions ( Allowance for variences and reports to be created/adjusted to comply with new requirements, where in account COPA guidelines, design and policies)	\$17,000.00 Various

Total: \$487,800

### NULINX 2010 - COMPENSATION SCHEDULE - TOTAL: \$509,800

Software	\$462,000.00
COPA Subscription Fee (annual cost for use of the Child Outcome Planning and Adm. software (COPA), a Web-based tool) including all support, maintenance and same version updates) \$360,000	70000
COPAorg Subscription (annual cost for the Ongoing Monitoring and Audit Mgt. Tool, for compliance monitoring including all support, maintenance and same version updates) \$72,000	
COPAnet Subscription Fee including CRM (annual cost to use the Intranet COPAnet "my.cyscopa.com" and its add'l CRM Tool including all support, maintenance and same version updates) \$12,000	
COPAnet Subscription Fee for "my.fssagency.com" (annual cost for Agency COPAnet.  Provides secure collaboration and communication environment for all agencies in real time) \$12,000	
COPAnet email Archiving for "my fssagency.com (allows agency communications with all agencies to be archived for future retrieval \$6,000	
Implementation (Consulting) – {Customization}  Additional Customization allowance on CABS Eligibility and Billing Phase II) (To be defined)	\$18,800.00
Training  COPA Subscription Fee for "CysTraining.mycopa.com". (COPA add'l Training Site Subscription Fee).  The training system is duplicate of production system and is needed for training of FSS and Agency staff. Vendor will update training system with the production system upon FSS-MIS' request	\$12,000.00
Other  Development and Customization of various Reports, Triggers and Functions (Allowance for Various screens and reports to be created/adjusted to comply with new requirements, where in accordance with COPA guidelines, design and policies)	<u>\$17,000.00</u>

Total: \$509,800

#### NULINX 2011 - COMPENSATION SCHEDULE - TOTAL: \$535,290

	T .
Software	\$504,000.00
<ul> <li>COPA Subscription Fee (annual cost for use of the Child Outcome Planning and Adm. software (COPA), a Web-based tool) including all support, maintenance and same version updates) \$396,000</li> </ul>	
<ul> <li>COPAorg Subscription (annual cost for the Ongoing Monitoring and Audit Mgt. Tool, for compliance monitoring including all support, maintenance and same version updates)</li> <li>\$78,000</li> </ul>	
<ul> <li>COPAnet Subscription Fee Including CRM (annual cost to use the Intranet COPAnet         "my.cyscopa.com" and its add'l CRM Tool including all support, maintenance and same version         updates)</li> </ul>	
COPAnet Subscription Fee for "my.fssagency.com" (annual cost for Agency COPAnet. Provides secure collaboration and communication environment for all agencies in real time) \$12,000	
COPAnet email Archiving for "my fssagency.com (allows agency communications with all agencies to be archived for future retrieval \$6,000	
Implementation (Consulting) – {Customization} (Additional Customization allowance on CABS Eligibility and Billing Phase III) (To be defined)	<u>\$9,290.00</u>
Training COPA Subscription Fee for "CysTraining.mycopa.com". (COPA add'l Training Site Subscription Fee). The training system is duplicate of production system and is needed for training of FSS and Agency staff. Vendor will update training system with the production system upon FSS-MIS' request	<u>\$12,000.00</u>
Other  Development and Customization of various Reports, Triggers and Functions (Allowance for Various screens and reports to be created/adjusted to comply with new requirements, where in accordance with COPA guidelines, design and policies)	\$10,000.00

Total: \$535,290

TOTAL MAXIMUM COMPENSATION: \$1,532,890.00

# SCAN COPY CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing P	arty submitting this EDS. Include d/b/a/arapplicable:
Nuting Internation	mail, Inc
Check ONE of the following t	liree boxes:
Indicate whether Disclosing Par I. The Applicant OR	ty submitting this EDS is:
2 [] a legal entity holding; Applicant in which Disclo	a direct or indicate interest in the Applicant. State the logal name of the sing Party holds an interest:
A [ ] a specified legal entity the unity in which Disolos	with a right of control (see Section II B. l.b.) State the legal name of sing Party holds a right of control:
B. Business address of Disclosi	ing Party: 15250 Ventura Blvd, Sulle 805 Sherman Oaks, CA 91403
C. Telephone 8/5-1509-6	110 Fax: 818 - 474-7254 Email N. Dmyropa com
D. Name of contact person:	Arnid Kalishadi
E. Federal Employer Identificati	on No. (if you have one):
menu dis Los permis, (metu	transaction or other undertaking treferred to below as the "Matter") to de project number and incation of property, if applicable):
Head Start / Barly	Head Start and your development were
G. Which City agency or departs	ment is requesting this EDS? Family and Support Services
If the Matter is a contract bein complete the following:	ng handled by the City's Department of Procurement Services, please
Specification #	and Contract #
Vev. 11-01-05	Page Lar 19

# SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS A. WATURE OF DISCLOSING PARTY

#### A. NATURE OF DISCLOSING PARTY

ON OUR SE

1. Indicate the nature of the Disclosing Pa	
[] Person	[] Limited liability company* [] Limited liability parinership*
Privately held business corporation	[ ] Joint venture*
[] Sole propriem thip	[] Not-for-profit corparation
[ ] General partnership*	(Is the not-for-profit corporation also a 101(c)(3))?
[ ] Limited partnership*	[]Yes []No
13-1408	[] Ofher (please specify)
*Note B.1 b below.	
2. For legal entities, the state (or foreign e	country) of innorporation or organization, if applicable
California	
	The commence of the second
<ol> <li>For legal entities not organized in the S business in the State of Illinois as a foreign en</li> </ol>	tate of Blineis: Has the organization registered to do lify?
Terres [] No	[ JINFA
B. IF THE DISCLOSING PARTY IS A LEG	AI.ENTETY:
were must produce of potations, also list below	les of all executive officers and all directors of the ent all members, if any, which are legal antities. If there arts, estates or other similar entities, list below the leg
Name Harmid Kelishadi	Tille President & CED
700	THE PARTY OF THE P
222 - 10 th drawn	the second secon
A STATE OF THE STA	
CONTRACTOR OF THE STATE OF THE	THE REST OF THE PARTY OF THE PA

1.5. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership," or "Joint venture" in response to Item A. I. above (Mantre of Disclosing Barry), list below the name and title of cach general partner, managing member, manager or A// -- 1 / 1 2 2 2 1000 A 1000 A

Name W/A		Title
<u> </u>		
of such an interest in interest of a member estate or other similar Municipal Code of	derest (including pwnefship) in a salude shares in a corporation, par for manager in a limited flacility or entire. If none, state "None." N	erning each person or entity having a direct or roless of 7.5% of the Disclosing Party. Examples thereby interest in a partnership or joint wenture, company, or interest of a beneficiary of a trust.  OTE: Pursuant to Sestion 2-154-030 of the Olyman require any such additional information hiere full disclosure.
Name 1074	Business Andress	Percentage Interest in the Disclosing Party
Has the Disclosing Folic, with any City ( [1] Yes	i Party had a "business relationsh dected of Genel in the 12 months i	ITH CITY ELECTED OF EICLALS  19," as defined in Chapter 2-156 of the Monteipul before the date this EDS is signed?
i yes, please adentify elationship(s):	below the name(s) of such Gitys	niceted official(s) and describe such
		2 A S
The Disclosing Par libbylst, accountant, a	ly must disclose the name and bu	CTORS AND OTHER RETAINED PARTIES sinuss address of each subcontractor, automosy, rentity whom the Disclosing Party has relained ell as the patrice of the relationship, and the total

AND When the second of the second second

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid salely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than; (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to hallucate any logislative or administrative aption.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must cuber ask the City whether disclosure is required or make the disclosure.

Name findicate whether Address retained or unticipated

Relationship to Diseldsing Party (subconfractor, attorney,

(indicate whether

lobbyist etc.)

paid or estimated)

to be retained)

2605 Robertson Blud. Attorny

Bevery Hills, 04 90211

(Add sheets if necessary)

[1] Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V - CERTIFICATIONS

#### A. COURT-ORDERED GRUED SUPPORT COMPLIANCE

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

Has any person who directly or indirectly owns 10% or more of the Disclasing Party been declared i arrearage on any child support obligations by any Illinais court of numpriont jurisdiction?

HANO

[ ] No person owns 10% or more of the Disclosing Party

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

#### B. FURTHER CERTIFICATIONS

- The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entitles dentified in Section II.B.1. of this EDS;
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government.
  - b have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment tendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embesselement; that; forgers; bribers, faisification or destruction of records; making faise statements; or receiving stolen property;
    - are not presently indicted for or otherwise criminally or civilly charged by a governmental enlity (federal, state or local) with commission of any of the offenses enumerated in clause B. i.b. of this Section V;
    - d. have not, within a five-year period preceding the date of this EDS, had one or more public figurantions (federal, sinte or local) terminated for gause or default; and
    - c. frave not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found hable in a civil proceeding, or in any criminal or civil action, including autions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
  - 2. The certifications in subparts 2, 3 and 4 contern:
  - . the Disclosing Party;
  - any "Applicable Party" (meaning any party participating in the performance of the Marter, including but not imited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
  - Affiliated Entity" (meaning a person or entity that, directly of indirectly controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under person or entity. Indicas of control include, without fanitation; interlocking management or undership; identity of interests among family members, shared facilities and equipment, common use of employees, at enganization of a business entity following the mellipibility of a business antity to do business with federal or state or local government including the City, using substantially the same management, ownership, or principals as the incligible entity); with respect to Applicable Parties, the term Affiliated finity means a person or entity that directly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party of any Affiliated Entity of any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity setting pursuant to the direction or authorization of a fesponsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, him any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this RDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party sor Affiliated Entity of an Applicable Party's or Affiliated Entity of contract or engagement in connection with the Matter.

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state of local povernment in the United States of America, in that officer's or employee's official capacity.
- agreed or collected with other bidders or prospective bidders, or been a party to any such
  agreement, or been convicted or adjudged guilty of agreement or sollusion among bidders or
  prospective bidders, in restraint of freedom of competition by agreement to hid a fixed price or
  otherwise; or
- made an admission of such conduct described in a or beabove that is a matter of record, but have not been prosecuted for such conduct or
- d. Violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).
- 3. Notifier the Disclosing Party, Affiliated Entity of Applicable Party, of any of their employees, officials, agents or partners, is barred from commoning with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILUS 5733h-5; (2) bid-rotating in violation of 720 ILUS 5733h-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
- 4. Neither the Disclosing Party not any Affiliated Entity is fisted on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce of their successors: the Specially Designated Nationals Lists the Demied Persons List, the Unversited List, the Entity List and the Debarred List.
- 5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinaries of the City. Title 2, Chapter 2-156 of the Municipal Gode; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disc	lasina Parto is un	akla za sa <i>dik</i> d	a a sandak s		ds Port B (Fauther
Carifications), th	e Disclisting Por	word in Chiley 1	n anami (ne ano	on staticiticuts to ti	us Port is Centiller
_N/A-	- Described Figure	y musi explain	oczow.		
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	- Custing		* 22 L		And Advices to Appendix to

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

#### C. CERTIFICATION OF SEATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2.32.455(b), the term "financial institution" means a bank, savings and loan association, thrift, are dit union, anotigage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, sociaties dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment must, venture capital company, bank holding company, financial services holding company, of any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Morigage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Monicipal Code Section 2.32.455(b).)

#### L CERTIFICATION

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

[] ts — Lidds not

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

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-82-435(b) of the Municipal Code) is a predatory lender within the meaning of Chapter

If the letters "NA	,," the word "None," or no response named that the Disclosing Party certi	appears on the lines above, it will be	
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		of the Municipal Code have the same	
meanings when p	sed in this Part D.	on me wantribur road nave the same	
L. In accorda of the City have a county in the Man	tinancial intotust in his or her own.	furlying Code! Does any official or employee. name of any other person or	
[]Yes	4TNo		
NOTE: If you el Less D. I., procee	neeked "Yes" to Hem D.L., proceed d to Part E.	to Items D.2, and D.3. If you checked "Not to	
any other person a for lastes or ussess "City Property Sa	employee shall have a financial into or eality in the purchase of any prop sments, or (lii) is sold by virtue of le le*). Compensation for property tal	ve bidding, or otherwise permitted, no City erest in his or her own name or in the name of erty that (i) belongs to the City, or (ii) is sold gal propess at the suit of the City (collectively, on pursuant to the City's entirent domain pawer ning of this Part D.	
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Dogsahe Mener in	nvolve a City Property Sale? LIMa	mannes and business addresses of the Cify The nature of such interest:	
Dogsahê Maner û [] Yes 3. If yan chee	nvolve a City Property Sale?  Liffle  ked "Yes" to Rem D. L. brovide the	names and business addresses of the City ly the nature of such interest: Nature of Interest	
Door the Maner in  [] Yes  3. If you thee officials or employ	nvolve a City Property Sale?  LINo  Led "Yes" to Rem D.1., provide the yees having such interest and intention	ythe nature of such interest:	

reach philippethy the comment of the

#### B. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

Please check either 1 or 2 below. If the Disclosing Purity checks 2, the Disclosing Party must disclose below or in an attachment to this UDS all requeste information as ser forth in that paragraph 2.

- L. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all reports of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the clave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the clave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.
- 2. The Disclosing Party ventiles that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

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#### SECTION VI 4 CERTIFICATIONS FOR SEDERALLY-FUNDED MATTERS

NOTE: If the Metter is federally funded, complete this Section VI. If the Manet is not federally funded, proceed to Section VII.

#### A. CERTIFICATION REGARDING LOBBYING

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

- 2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or ber hobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or four, entering into any enoperative agreement, or to extend, continue, sensor, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.
- 3. The Disclosing Party will submit an applated certification at the end of each extender quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to ordinace an officer or employed of any agency (as defined by applicable federal law) a member of Congress, an an employed of Congress, are no employed of a member of Congress in confection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL. "Disclosing Form to Report Lobbying." in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at http://www.whitehouse.gov/onb/grants/sfilin.pdf. linked on the page http://www.whitehouse.gov/onb/grants/sfilin.pdf.

- 4. The Disclosing Party certifies that either: (i) it is not an organization described in section 50.1(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 50.1(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".
- 5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1 through A.4 above from all substantactors before it awards any substantial the Disclosing Party must maintain all such substantactors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

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HYYes

INO

If "Yes," answer the three questions below;

I. Have you developed and do you have on fite affirmative action programs pursuant to applicable federal regulations? (Sec 4) OFR Part 60.7.)

[]Yes

INO

2. Have you liled with the John Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports ducunder the applicable filing requirements?

[] Yes

LE No

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

[]Yes

if No

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

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

The Disclosing Party understands and agrees that:

- A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of inself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.
- B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any pontract or other agreement between the Applicant and the City in connection with the Marter, Whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on white disc RDS is based.
- C. The City's Greveromental Ethios and Campaign Financing Ordinances. Chapters 2-156 and 2-164 of the Manicipal Code, impose certain duties and obligations on persons of entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at <a href="https://www.givofcbicago.org/Ethios">www.givofcbicago.org/Ethios</a>, and may also be obtained from the City's Board of Ethios, 740 N. Sedgwick St., Suite 500 Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

- D. If the City determines that any information provided in this EDS is talse, incomplete or insecurate, any contract or other agreement in connection with which it is submitted may be rescinded of he void or voidable, and the City may pursue any temedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of may information spherited in this EDS.
- F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the fine the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Progurement Services, the Disclosing Party must update this EDS as the contract requires.

#### The Disclosing Party represents and warrants that

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

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person of entity that, directly or indirectly, controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicin of commo include, without limitation: interlocking management or ownership, identity of interests among family members; shared facilities and equipment common use of employees, or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the Gity, using substantially the same management, ownership, or principals as the ineligible entity.

- H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the fiftness Department of Revenue, not are the Disclosing Party or its affiliates delinquent in paying any line, fee, tax or other thange bwed to the City. This includes, but is not limited to, all water charges, sower charges, license fees, parking tickets, property taxes or sales taxes.
- H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use mor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in confection with the Marter for the duration of time that such facility remains on the list.

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

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

#### CERTIFICATION

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

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(sign here)			
Hamid Kelishadi			
(Print or type name of person signing)	9.93		
President / COO			
(Print or type tifle of person signing)	-		
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Signed and sworn to before me on (date) at Los Augeles County. Ca life (vice	11 /21 /08	.by Hamid Rezo	Kelishad
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# NO STATED GOALS LETTERS - NULINX

To Be Provided

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		COMMERCIAL GENERAL LIABILITY	72SBAUU 1842	10/08/08	405000	DAMAGE TO RENUED	
		CLAIMS MADE M OCCUR	1200100 1042	10/00/05	10/08/09	PREMISES (Es occurence) MED EXP (Any one person)	300,000
A	☑	GENERAL LIAB				PERSONAL & ADVANURY	1,000,000
1						GENERAL AGGREGATE	
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		POLICY PROJECT V LOC				THOUGHT - GOMETOF AGO	2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	<del></del>
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_	_	AL OWNED AUTOS		•		BODLY INDRY	
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C		FFESSIONAL LIABILITY	72SBA UU 1842	10/08/08	10/08/09	LIMIT	1,000,000
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				SHOULD ANY OF	THE ABOVE DESCR	IBED POLICIES BE CANCELL	ED BEFORE THE
		CITY OF CHICAGO		EXPIRATION DAT	E THEREOF, THE R	SUDIG INSURER WILL ENDE	HAME OF SIGNE
		PROCUREMENT DEPARTM	₽NT	THE LEFT. BUT F	ALURE TO DO SO	O THE CERTIFICATE HOLDER HALL SIPOSE NO OBLIGATIO	NAMED TO
		121 N. LASALLE ST. #403	-171	OF ANY KIND UP	DN THE INSURER, F	S AGENTS OR REPRESENTA	TWES:
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Nulinx is an active solution provider to Head Start programs, Community Action Agencies, Child Care providers and City and State Agencies. Nulinx provides enhanced child, family, staff and resource data management, reporting, Monitoring and collaboration tools, that is provided as a fully hosted solution.

We have been working with Head Start programs to develop customized solutions as well as adapted COPA, our flagship solution, to their specific requirements. We provide services to State, City and County agencies including Grantees with multiple delegate agencies, single purpose agencies, or multi-funded programs. Our facility houses state of the art equipment and professional staff.

COPA has been developed in collaboration with existing Head Start programs. COPA is a unique, web-based solution that provides the essential software technology to the Head Start programs in order to comply with Federal and State requirements and mandates and can be customized to meet specific needs of a grantee. Its powerful platform and user-friendly interface makes COPA an easy to use program for all users regardless of their computer skills. In addition, the modular nature of COPA provides highly customizable and flexible features.

COPA is currently in use by City of Chicago's Department of Children and Youth Services, serving approximately 25,000 children and the State of Arkansas, DHHS Division of Child Care and Early Childhood Education Program, serving approximately 28,000 children.

Nulinx International, Inc. is a leading and an active solution provider to Head Start programs in providing educational, administrative and management solutions that are designed to enhance child data management and automated administrative processes.

Nulinx was founded in 1994 as a California corporation and have been solely dedicated to serving Head Start programs and child care providers since 2001 through our offices in Tarzana and Sherman Oaks, CA. We are a established company with a solid reputation and an outstanding record of achievements.



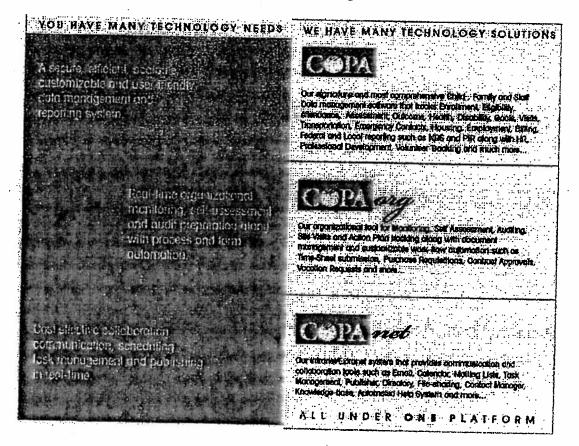
September 26, 2007

Dear

Thank you for taking the time for our phone conversation regarding the COPA solution. Please allow me to introduce the COPA family of solutions. In the age of integration, we aspire to bring multi-dimensional software tools to programs with multi-faceted needs.

We provide cutting edge technology, all under one platform. Our goal is to provide technology tools that assist you in Data Collection, Reporting, Monitoring, Management, Communication, Collaboration, Organization and Automation by eliminating the need for multiple and disparate software solutions that create inefficiency, wasted cost, lack of real-time communication, and duplication of work.

The COPA family of solutions include COPA, COPAorg, and COPAnet.





- COPA is the signature Child and Family Data management software tracking Enrollment, Eligibility, Child and Family services, Assessment, Outcome, Health, Disability, Goals, Visits, Federal and local reporting, NRS, PIR and much more, including HR, Professional Development and Resource management features.
- COPAorg is the organizational tool for Monitoring, Self Assessment, Auditing, Site Visit tracking, Document Management and Routing, access controlled file sharing, and automated form submissions and approvals such as Time sheets, purchase requisitions, contract approval and more...
- COPAnet is the Intranet/Extranet system providing communication and collaboration tools such as Mail, Calendar, Mailing Lists, Task Management, Publisher, Directory, File Sharing, Contact Manager, Knowledge base, Automated Help System and more.

We are specially proud of our track record and extent of our offering to super grantees with such as City of Chicago with over 25,000 funded slots and multiple needs.

#### Some of COPA features includes:

 Handling multi-funded programs like Head Start, Early Head, Start School Age, Child Care, State Funded, Collaboration and Migrant.

 Customized billing and reimbursment reports for Child Care related programs, both at the family and child level as well as site reimbursements by the Grantee.

 The options of a Fully hosted system by COPA or White Box server solutions to be hosted locally.

 Data transfer and synching with other agency's systems to eliminate duplicate data entry and provide centralized global reporting in real time.

COPA is <u>readily available</u> and the modular nature of COPA provides highly customizable and flexible features. Its user-friendly interface makes it an easy to use program for all users regardless of their computer skills. COPA has no extra fees such as licensing, hardware or software installation, user or site fees. Our aim is to provide affordable, state-of-the-art technology via a fully supported IT solution.

I look forward to the opportunity to speak with you again and provide you with a scheduled demo via the Internet on how our solution can assist you and your staff to better manage your program. Please visit our web site at <a href="https://www.mycopa.com">www.mycopa.com</a> or contact me at (818) 304-0110.

Best Regards.

Mike Pashai Tel.: 818-304-0110



sales@mycopa.com



#### Bio

#### Hamid Kelishadi. President

As the founder and president of COPA, Mr. Kelishadi has focused on providing Internet technology solutions for the communities, institutions and industries. Mr. Kelishadi is an active consultant to Head Start Grantees, Delegate Agencies, County Offices of Education and Unified School Districts. Through COPA, he works collaboratively to provide educational, administrative and management solutions that enhance Child Data Management and Administrative processes. By providing an integrated package of data collection, reporting, research and administrative tools, COPA's solutions are designed to complement and enhance an organization's existing hardware, wiring, and software infrastructure.

Mr. Kelishadi has worked with corporations such as Pioneer Electronics Corp., Toshiba Inc. and Wal-Mart as well as institutions like Head Start. He is a graduate of San Diego State University and holds B.S. degree in Engineering.

# Contract Summary Sheet

Contract (PO) Number: 6780

Specification Number: 29026

Name of Contractor: NULINX INTERNATIONAL, INC.

City Department: DEPARTMENT OF CHILDREN AND YOUTH SERVICES

Title of Contract: HEAD START/EARLY HEAD START/CHILD CARE 04/05

Term of Contract: Start Date: 6/1/04

End Date: 11/30/05

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR): \$666,975.00

Brief Description of Work: HEAD START/EARLY HEAD START/CHILD CARE 04/05

Procurement Services Contact Person: PHUONGY NGUYEN

Vendor Number: 50073584

Submission Date:

OCT 1 8 2004

Contract No.: 6780 Vendor Code: 50073584

#### SOFTWARE LICENSE AGREEMENT

between

NULINX INTERNATIONAL, INC. (COPA)

and

#### CITY OF CHICAGO

Department of Children & Youth Services

June 1, 2004-November 30, 2005