

AMENDMENT NO. 1

This Amendment modifies Contract No. 12-88-03584, for Cadastral GIS Upgrade, by and between the County of Cook, Illinois, herein referred to as "County" and Environmental Systems Research Institute, Inc., authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the Cook County Board of Commissioners on July 17, 2013, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Cadastral GIS Upgrade (hereinafter referred to as the "Services") from August 15, 2013 through December 15, 2015, in an amount not to exceed One Million, Nine Hundred Twenty-Seven Thousand Dollars and Zero Cents (\$1,927,000.00); and

Whereas, the Contract will expire December 15, 2015, and the agreed upon Services are still required; and

Whereas, an extension is desired for the continuation of Services; and

Whereas, the County and Contractor desire to renew the Contract for twelve (12) months beginning on December 16, 2015 through December 15, 2016.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is renewed through December 15, 2016.
2. Exhibit B - Scope of Work, Section 5.6, Project Schedule is deleted and replaced with Attachment No. 1, Updated Project Schedule.
3. Exhibit B, Scope of Work, Section 5.5, Task 9 - Post-implementation Maintenance and Section 5.7 Summary of Deliverables, 5.7.6 Maintenance both refer to a "one-year maintenance period" following Phase 3 during which the Contractor shall provide up to thirty-two (32) hours per month of ongoing system maintenance support, tuning and troubleshooting for all Cadastral GIS Upgrade deliverables. This equates to three hundred eighty-four (384) hours of support during the one-year period. The County may use the three hundred eighty-four hours at any time and in any quantity during the twelve month renewal period. The County and Contractor hereby clarify that the maintenance period (and Task 9) ends when the three hundred eighty-four hours of support have been exhausted, even if this occurs before the end of the one-year maintenance period.
4. Attachment No. 2 - Identification of Subcontractor/Supplier/Subconsultant Form incorporated and made a part of this Contract.
4. Attachment No. 3 - MBE/WBE Utilization Plan forms are incorporated and made a part of this Contract.
5. Attachment No. 4 - Economic Disclosures Statement forms are incorporated and made a part of this Contract.
6. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 1 to be executed on the date and year last written below.

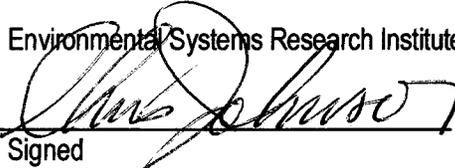
County of Cook, Illinois

By: 
Chief Procurement Officer

By: 
State's Attorney

Date: 17 November 2015

Environmental Systems Research Institute, Inc.


Signed

Type or print name **Chris Johnson**
Manager, Commercial & Government Contracts

Title

Date: 9/28/15

Attachment No. 1

Updated Project Schedule

Cook County Cadastral GIS Upgrade

		<u>737 days</u>	<u>Mon 8/19/13</u>	<u>Tue 7/26/16</u>
<u>1</u>	<u>Task 1 Project Management</u>	<u>492 days</u>	<u>Mon 8/19/13</u>	<u>Tue 8/4/15</u>
<u>2</u>	<u>Project Initiation & Planning</u>	<u>239 days</u>	<u>Mon 8/19/13</u>	<u>Thu 7/31/14</u>
<u>3</u>	<u>Kickoff Meeting</u>	<u>12 days</u>	<u>Mon 8/19/13</u>	<u>Wed 9/4/13</u>
<u>4</u>	<u>Kickoff Activities</u>	<u>7 days</u>	<u>Mon 8/19/13</u>	<u>Tue 8/27/13</u>
<u>5</u>	<u>Internal Kickoff Meeting</u>	<u>1.13 days</u>	<u>Wed 8/28/13</u>	<u>Tue 9/3/13</u>
<u>6</u>	<u>Preparation for Kickoff Meeting</u>	<u>5 days</u>	<u>Mon 8/26/13</u>	<u>Fri 8/30/13</u>
<u>7</u>	<u>Onsite Project Kickoff Meeting</u>	<u>1 day</u>	<u>Wed 9/4/13</u>	<u>Wed 9/4/13</u>
<u>8</u>	<u>Project Management Plan (PMP)</u>	<u>215 days</u>	<u>Mon 9/23/13</u>	<u>Thu 7/31/14</u>
<u>9</u>	<u>Prepare Draft PMP</u>	<u>4 days</u>	<u>Mon 9/23/13</u>	<u>Thu 9/26/13</u>
<u>10</u>	<u>Peer Review Draft PMP</u>	<u>0.5 days</u>	<u>Fri 9/27/13</u>	<u>Fri 9/27/13</u>
<u>11</u>	<u>Update PMP based on Peer Review</u>	<u>0.25 days</u>	<u>Fri 9/27/13</u>	<u>Fri 9/27/13</u>
<u>12</u>	<u>Deliver Draft PMP to Cook County</u>	<u>0 days</u>	<u>Fri 9/27/13</u>	<u>Fri 9/27/13</u>
<u>13</u>	<u>Cook County Review Draft PMP</u>	<u>5 days</u>	<u>Fri 9/27/13</u>	<u>Fri 10/4/13</u>
<u>14</u>	<u>Update PMP based on Cook County comments</u>	<u>0.5 days</u>	<u>Fri 10/4/13</u>	<u>Mon 10/7/13</u>
<u>15</u>	<u>Deliver Final PMP to Cook County</u>	<u>0 days</u>	<u>Mon 10/7/13</u>	<u>Mon 10/7/13</u>
<u>16</u>	<u>Continuous Updates to PMP</u>	<u>204.75 days</u>	<u>Mon 10/7/13</u>	<u>Thu 7/31/14</u>
<u>17</u>	<u>Project Management</u>	<u>366 days</u>	<u>Mon 8/19/13</u>	<u>Wed 2/4/15</u>
<u>18</u>	<u>Project Management Scarfe</u>	<u>362.01 days</u>	<u>Mon 8/19/13</u>	<u>Fri 1/30/15</u>
<u>19</u>	<u>Project Management Esri</u>	<u>353 days</u>	<u>Mon 8/19/13</u>	<u>Wed 2/4/15</u>
<u>20</u>	<u>Project Management Great Arc</u>	<u>362.01 days</u>	<u>Mon 8/19/13</u>	<u>Fri 1/30/15</u>
<u>21</u>	<u>Project Management Pro-West</u>	<u>362.01 days</u>	<u>Mon 8/19/13</u>	<u>Fri 1/30/15</u>
<u>22</u>	<u>Project Closeout</u>	<u>2 days</u>	<u>Mon 8/3/15</u>	<u>Tue 8/4/15</u>
<u>23</u>	<u>Project Closeout Activities</u>	<u>1 day</u>	<u>Mon 8/3/15</u>	<u>Mon 8/3/15</u>
<u>24</u>	<u>One-Day Project Closeout Meeting</u>	<u>1 day</u>	<u>Tue 8/4/15</u>	<u>Tue 8/4/15</u>

25	<u>Task 2 Application Requirements & Design</u>	<u>191.94 days</u>	<u>Mon 8/26/13</u>	<u>Mon 6/2/14</u>
26	<u>Task 2.1 Application Requirements Confirmation</u>	<u>61 days</u>	<u>Mon 8/26/13</u>	<u>Tue 11/19/13</u>
27	<u>Requirements Confirmation Meetings Esri</u>	<u>19 days</u>	<u>Mon 8/26/13</u>	<u>Fri 9/20/13</u>
28	<u>Prep for Requirements Confirmation Meetings</u>	<u>5 days</u>	<u>Mon 8/26/13</u>	<u>Fri 9/6/13</u>
29	<u>Requirements Confirmation Meetings (Onsite CC facilities)</u>	<u>7 days</u>	<u>Thu 9/5/13</u>	<u>Fri 9/13/13</u>
30	<u>Requirements Confirmation Meetings (Remote) Esri</u>	<u>5 days</u>	<u>Mon 9/16/13</u>	<u>Fri 9/20/13</u>
31	<u>Requirements Confirmation Meetings Great Arc</u>	<u>8 days</u>	<u>Thu 9/5/13</u>	<u>Mon 9/16/13</u>
32	<u>Requirements Confirmation Meetings ProWest</u>	<u>7 days</u>	<u>Thu 9/5/13</u>	<u>Fri 9/13/13</u>
33	<u>Requirements Confirmation Meetings Scarfe</u>	<u>7 days</u>	<u>Thu 9/5/13</u>	<u>Fri 9/13/13</u>
34	<u>System Requirements Specification (SRS) document</u>	<u>42 days</u>	<u>Mon 9/23/13</u>	<u>Tue 11/19/13</u>
35	<u>Document Requirements for Tabular Data Entry & conversion, AS400 Sync and Orthophoto Management</u>	<u>15 days</u>	<u>Mon 9/23/13</u>	<u>Fri 10/11/13</u>
36	<u>Document Requirements for Parcel Editing Config & Tools and Map Production</u>	<u>15 days</u>	<u>Mon 9/23/13</u>	<u>Fri 10/11/13</u>
37	<u>Compile Requirements into Draft SRS</u>	<u>5 days</u>	<u>Mon 10/14/13</u>	<u>Fri 10/18/13</u>
38	<u>System Requirements Specification (SRS) document Esri</u>	<u>22 days</u>	<u>Mon 10/21/13</u>	<u>Tue 11/19/13</u>
39	<u>Peer Review Draft SRS</u>	<u>3 days</u>	<u>Mon 10/21/13</u>	<u>Wed 10/23/13</u>
40	<u>Update Draft SRS based on Peer Review</u>	<u>2 days</u>	<u>Thu 10/24/13</u>	<u>Fri 10/25/13</u>
41	<u>Deliver Draft SRS to Cook County</u>	<u>0 days</u>	<u>Fri 10/25/13</u>	<u>Fri 10/25/13</u>
42	<u>Cook County Review Draft System SRS</u>	<u>5 days</u>	<u>Mon 10/28/13</u>	<u>Fri 11/1/13</u>
43	<u>Prepare Final SRS</u>	<u>2 days</u>	<u>Fri 11/8/13</u>	<u>Mon 11/11/13</u>
44	<u>Deliver Final SRS</u>	<u>0 days</u>	<u>Mon 11/11/13</u>	<u>Mon 11/11/13</u>
45	<u>Cook County Accepts Final SRS</u>	<u>6 days</u>	<u>Tue 11/12/13</u>	<u>Tue 11/19/13</u>
46	<u>Task 2.2 Application Design</u>	<u>147.94 days</u>	<u>Mon 10/28/13</u>	<u>Mon 6/2/14</u>
47	<u>Application Design Technical Management</u>	<u>56 days</u>	<u>Wed 11/20/13</u>	<u>Fri 3/7/14</u>

48	<u>System Design Specification (SDS) document</u>	<u>147.94 days</u>	<u>Mon 10/28/13</u>	<u>Mon 6/2/14</u>
49	<u>Document Design for Tabular Data Entry & conversion, AS400 Sync and Orthophoto Management</u>	<u>21.01 days</u>	<u>Wed 11/20/13</u>	<u>Tue 1/7/14</u>
50	<u>Document Design for Parcel Editing Config & Tools and Map Production</u>	<u>17.85 days</u>	<u>Wed 11/20/13</u>	<u>Mon 6/2/14</u>
51	<u>System Design Specification (SDS) document Scarfe</u>	<u>14 days</u>	<u>Thu 12/19/13</u>	<u>Fri 1/10/14</u>
52	<u>Compile Design into SDS document</u>	<u>5 days</u>	<u>Thu 12/19/13</u>	<u>Fri 1/10/14</u>
53	<u>Update Draft SDS based on Peer Review</u>	<u>1 day</u>	<u>Fri 1/10/14</u>	<u>Fri 1/10/14</u>
54	<u>System Design Specification (SDS) document Esri</u>	<u>57 days</u>	<u>Mon 12/30/13</u>	<u>Fri 3/21/14</u>
55	<u>System Architecture Sizing</u>	<u>1.5 days</u>	<u>Tue 1/7/14</u>	<u>Wed 1/8/14</u>
56	<u>Peer Review Draft SDS</u>	<u>5 days</u>	<u>Mon 12/30/13</u>	<u>Mon 1/6/14</u>
57	<u>Deliver Draft SDS to Cook County</u>	<u>0 days</u>	<u>Fri 1/10/14</u>	<u>Fri 1/10/14</u>
58	<u>Cook County Review Draft SDS</u>	<u>9 days</u>	<u>Mon 1/13/14</u>	<u>Fri 1/24/14</u>
59	<u>Prepare Final SDS</u>	<u>9 days</u>	<u>Fri 1/31/14</u>	<u>Wed 2/26/14</u>
60	<u>Deliver Final Draft SDS</u>	<u>0 days</u>	<u>Wed 2/26/14</u>	<u>Wed 2/26/14</u>
61	<u>Cook County Accepts Final SDS</u>	<u>5 days</u>	<u>Mon 3/17/14</u>	<u>Fri 3/21/14</u>
62	<u>Requirements Review</u>	<u>9 days</u>	<u>Mon 10/28/13</u>	<u>Thu 11/7/13</u>
63	<u>Prep for 3-Day Requirements Review Meeting</u>	<u>1.5 days</u>	<u>Mon 10/28/13</u>	<u>Tue 10/29/13</u>
64	<u>Requirements 3-Day Review Meeting (Onsite CC facilities)</u>	<u>3 days</u>	<u>Tue 11/5/13</u>	<u>Thu 11/7/13</u>
65	<u>Task 3 Application Development & Implementation</u>	<u>338.93 days</u>	<u>Mon 2/24/14</u>	<u>Fri 6/26/15</u>
66	<u>Application Development and Implementation Technical Management</u>	<u>160 days</u>	<u>Thu 3/6/14</u>	<u>Tue 11/18/14</u>
67	<u>Configure and Maintain Hosted Environment</u>	<u>338.93 days</u>	<u>Mon 2/24/14</u>	<u>Fri 6/26/15</u>
68	<u>COTS installation in Esri hosted environment (Application, Web and Database servers)</u>	<u>10 days</u>	<u>Mon 2/24/14</u>	<u>Tue 3/25/14</u>
69	<u>Maintain Staging Environment and CM for Builds</u>	<u>299 days</u>	<u>Wed 3/26/14</u>	<u>Fri 6/26/15</u>
70	<u>COTS Parcel Editor training (EEAP Credits)</u>	<u>2 days</u>	<u>Tue 1/13/15</u>	<u>Wed 1/14/15</u>

71	<u>Configuration/Development</u>	<u>186.01 days</u>	<u>Mon 3/24/14</u>	<u>Tue 12/16/14</u>
72	<u>Pro-West Configuration/Development</u>	<u>178.01 days</u>	<u>Thu 4/3/14</u>	<u>Tue 12/16/14</u>
73	<u>Configure Parcel Editing, Editing Workflows and History Management</u>	<u>167.01 days</u>	<u>Fri 4/18/14</u>	<u>Tue 12/16/14</u>
74	<u>Create Manage Insets</u>	<u>26 days</u>	<u>Fri 4/18/14</u>	<u>Wed 7/2/14</u>
75	<u>Manage Elevated Parcels</u>	<u>28 days</u>	<u>Wed 7/2/14</u>	<u>Tue 8/12/14</u>
76	<u>COTS and Semi-COTS TAMS</u>	<u>129.69 days</u>	<u>Fri 5/2/14</u>	<u>Tue 12/16/14</u>
77	<u>Property Hooks</u>	<u>25 days</u>	<u>Tue 8/12/14</u>	<u>Wed 9/17/14</u>
78	<u>Property Extenders</u>	<u>24 days</u>	<u>Wed 9/17/14</u>	<u>Tue 10/21/14</u>
79	<u>Assessor/Recorder/PBL Web Sketch App</u>	<u>28.01 days</u>	<u>Wed 10/1/14</u>	<u>Tue 12/2/14</u>
80	<u>Develop Python Scripts for Map Production</u>	<u>168.12 days</u>	<u>Thu 4/3/14</u>	<u>Tue 12/2/14</u>
81	<u>Core MXDs Multiple Maps and General Layout</u>	<u>37 days</u>	<u>Thu 4/3/14</u>	<u>Mon 7/7/14</u>
82	<u>Detailed Subdivision Text, Condo Text and Flvleafs</u>	<u>45 days</u>	<u>Mon 6/23/14</u>	<u>Mon 8/25/14</u>
83	<u>Edit Legend Notes and Generate Map Interface</u>	<u>56 days</u>	<u>Tue 8/26/14</u>	<u>Tue 12/2/14</u>
84	<u>Workflow</u>	<u>148.6 days</u>	<u>Fri 5/2/14</u>	<u>Wed 12/3/14</u>
85	<u>Workflow Manager Configuration</u>	<u>25 days</u>	<u>Fri 5/2/14</u>	<u>Thu 7/10/14</u>
86	<u>Base Workflow WMX Project</u>	<u>42 days</u>	<u>Mon 6/16/14</u>	<u>Wed 8/13/14</u>
87	<u>ArcMAP/Division Entry Integration</u>	<u>52 days</u>	<u>Thu 8/14/14</u>	<u>Wed 12/3/14</u>
88	<u>Great Arc Configuration/Development</u>	<u>185 days</u>	<u>Mon 3/24/14</u>	<u>Fri 12/12/14</u>
89	<u>Develop Javascript Controls</u>	<u>16.12 days</u>	<u>Mon 3/24/14</u>	<u>Mon 12/1/14</u>
90	<u>Develop CSS</u>	<u>25.45 days</u>	<u>Tue 4/15/14</u>	<u>Tue 7/1/14</u>
91	<u>Develop REST API</u>	<u>155.36 days</u>	<u>Fri 4/25/14</u>	<u>Fri 12/5/14</u>
92	<u>Security Configuration</u>	<u>15 days</u>	<u>Tue 4/29/14</u>	<u>Tue 11/18/14</u>
93	<u>Develop Web Pages</u>	<u>62 days</u>	<u>Mon 4/14/14</u>	<u>Mon 12/1/14</u>
94	<u>ArcMAP Integration</u>	<u>28 days</u>	<u>Tue 5/27/14</u>	<u>Mon 12/1/14</u>
95	<u>Script Data Synchronization</u>	<u>35 days</u>	<u>Wed 10/1/14</u>	<u>Tue 12/2/14</u>
96	<u>Develop Reports</u>	<u>38.01 days</u>	<u>Fri 6/6/14</u>	<u>Tue 12/2/14</u>
97	<u>Tax Code Change Workflow</u>	<u>20 days</u>	<u>Tue 10/14/14</u>	<u>Fri 12/12/14</u>

<u>98</u>	<u>Esri Configuration/Development</u>	<u>150.25 days</u>	<u>Mon 4/21/14</u>	<u>Thu 11/20/14</u>
<u>99</u>	<u>Development Complete (excluding TCC)</u>	<u>0 days</u>	<u>Tue 11/18/14</u>	<u>Tue 11/18/14</u>
<u>100</u>	<u>Demonstrations</u>	<u>150.25 days</u>	<u>Mon 4/21/14</u>	<u>Thu 11/20/14</u>
<u>101</u>	<u>Subcontractor Demos to Esri</u>	<u>150 days</u>	<u>Mon 4/21/14</u>	<u>Wed 11/19/14</u>
<u>102</u>	<u>Client Demo 1</u>	<u>0.25 days</u>	<u>Tue 6/17/14</u>	<u>Tue 6/17/14</u>
<u>103</u>	<u>Client Demo 2</u>	<u>0.25 days</u>	<u>Wed 10/1/14</u>	<u>Wed 10/1/14</u>
<u>104</u>	<u>Client Demo 3</u>	<u>0.25 days</u>	<u>Thu 11/20/14</u>	<u>Thu 11/20/14</u>
<u>105</u>	<u>Scarfe Configuration/Development</u>	<u>111 days</u>	<u>Tue 6/17/14</u>	<u>Thu 11/20/14</u>
<u>106</u>	<u>Scarfe Participation in Demo 1</u>	<u>1 day</u>	<u>Tue 6/17/14</u>	<u>Tue 6/17/14</u>
<u>107</u>	<u>Scarfe Participation in Demo 2</u>	<u>18.9 days</u>	<u>Wed 10/1/14</u>	<u>Mon 10/27/14</u>
<u>108</u>	<u>Scarfe Participation in Demo 3</u>	<u>1 day</u>	<u>Thu 11/20/14</u>	<u>Thu 11/20/14</u>
<u>109</u>	<u>Task 4 Geodatabase Design</u>	<u>95 days</u>	<u>Wed 11/20/13</u>	<u>Thu 4/10/14</u>
<u>110</u>	<u>Task 4 Geodatabase Design Esri</u>	<u>69 days</u>	<u>Thu 1/2/14</u>	<u>Thu 4/10/14</u>
<u>111</u>	<u>Geodatabase Design document Esri</u>	<u>55 days</u>	<u>Thu 1/2/14</u>	<u>Fri 3/21/14</u>
<u>112</u>	<u>Peer Review Geodatabase Design</u>	<u>1 day</u>	<u>Thu 1/2/14</u>	<u>Thu 1/2/14</u>
<u>113</u>	<u>Deliver Draft Geodatabase Design</u>	<u>0 days</u>	<u>Thu 1/9/14</u>	<u>Thu 1/9/14</u>
<u>114</u>	<u>Cook County Review Draft Geodatabase Design</u>	<u>10 days</u>	<u>Fri 1/10/14</u>	<u>Fri 1/24/14</u>
<u>115</u>	<u>Review Final Geodatabase Design</u>	<u>1 day</u>	<u>Wed 2/26/14</u>	<u>Thu 2/27/14</u>
<u>116</u>	<u>Deliver Final Geodatabase Design</u>	<u>0 days</u>	<u>Thu 2/27/14</u>	<u>Thu 2/27/14</u>
<u>117</u>	<u>Cook County Accepts Final Geodatabase Design</u>	<u>5 days</u>	<u>Mon 3/17/14</u>	<u>Fri 3/21/14</u>
<u>118</u>	<u>Migration Plan Document Esri</u>	<u>25.5 days</u>	<u>Thu 3/6/14</u>	<u>Thu 4/10/14</u>
<u>119</u>	<u>Esri Contribute to Draft Migration Plan</u>	<u>1.5 days</u>	<u>Thu 3/6/14</u>	<u>Fri 3/7/14</u>
<u>120</u>	<u>Peer Review Draft Migration Plan</u>	<u>0.5 days</u>	<u>Tue 3/11/14</u>	<u>Tue 3/11/14</u>
<u>121</u>	<u>Deliver Draft Migration Plan</u>	<u>0 days</u>	<u>Thu 3/13/14</u>	<u>Thu 3/13/14</u>
<u>122</u>	<u>Cook County Review Draft Migration Plan</u>	<u>13 days</u>	<u>Mon 3/17/14</u>	<u>Wed 4/2/14</u>
<u>123</u>	<u>Deliver Final Migration Plan</u>	<u>0 days</u>	<u>Thu 4/3/14</u>	<u>Thu 4/3/14</u>
<u>124</u>	<u>Cook County Accepts Final Migration Plan</u>	<u>5 days</u>	<u>Fri 4/4/14</u>	<u>Thu 4/10/14</u>

125	Task 4 Geodatabase Design Great Arc	70.5 days	Wed 11/20/13	Fri 3/7/14
126	Geodatabase Design document Great Arc	59.5 days	Wed 11/20/13	Thu 2/20/14
127	Prepare Draft Geodatabase Design for Tabular Data Entry	16 days	Wed 11/20/13	Thu 12/19/13
128	Prepare Final Geodatabase Design for Tabular Data Entry	10 days	Mon 1/27/14	Thu 2/20/14
129	Migration Plan Document Great Arc	1 day	Thu 3/6/14	Fri 3/7/14
130	Great Arc Contribute to Draft Migration Plan	1 day	Thu 3/6/14	Fri 3/7/14
131	Task 4 Geodatabase Design Pro-West	70.5 days	Wed 11/20/13	Fri 3/7/14
132	Geodatabase Design document Pro-West	52 days	Wed 11/20/13	Fri 2/7/14
133	Prepare Draft Geodatabase Design for Spatial Data	16 days	Wed 11/20/13	Thu 12/19/13
134	Prepare Final Geodatabase Design for Spatial Data	10 days	Mon 1/27/14	Fri 2/7/14
135	Migration Plan Document Pro-West	1 day	Thu 3/6/14	Fri 3/7/14
136	Pro-West Contribute to Draft Migration Plan	1 day	Thu 3/6/14	Fri 3/7/14
137	Task 4 Geodatabase Design Scarfe	70 days	Fri 12/20/13	Thu 4/3/14
138	Geodatabase Design document Scarfe	43.5 days	Fri 12/20/13	Wed 2/26/14
139	Compile Draft Geodatabase Design	5 days	Fri 12/20/13	Mon 12/30/13
140	Update Geodatabase Design from Peer Review	5 days	Fri 1/3/14	Thu 1/9/14
141	Compile Final Geodatabase Design	4 days	Thu 2/20/14	Wed 2/26/14
142	Migration Plan Document Scarfe	19 days	Mon 3/10/14	Thu 4/3/14
143	Compile Draft Migration Plan	1 day	Mon 3/10/14	Mon 3/10/14
144	Update Draft Migration Plan	2 days	Tue 3/11/14	Thu 3/13/14
145	Prepare Final Migration Plan	1 day	Thu 4/3/14	Thu 4/3/14
146	Task 5 Geodatabase Migration	316 days	Fri 4/11/14	Tue 7/14/15
147	Pilot Test Data	49 days	Fri 4/11/14	Thu 6/19/14
148	Pilot Test Data Esri	49 days	Fri 4/11/14	Thu 6/19/14
149	Support Parcel Pilot Test Data Load	49 days	Fri 4/11/14	Thu 6/19/14
150	Support Tabular Pilot Test Data Load	10 days	Tue 5/6/14	Mon 6/9/14
151	Cook County Review pilot test data	10 days	Fri 6/6/14	Thu 6/19/14

<u>152</u>	<u>Pilot Test Data Pro-West</u>	<u>39 days</u>	<u>Fri 4/11/14</u>	<u>Thu 6/5/14</u>
<u>153</u>	<u>Convert Parcel pilot test data and load in test environment</u>	<u>39 days</u>	<u>Fri 4/11/14</u>	<u>Thu 6/5/14</u>
<u>154</u>	<u>Pilot Test Data Great Arc</u>	<u>39 days</u>	<u>Fri 4/11/14</u>	<u>Thu 6/5/14</u>
<u>155</u>	<u>Convert Tabular pilot test data and load in test environment</u>	<u>39 days</u>	<u>Fri 4/11/14</u>	<u>Thu 6/5/14</u>
<u>156</u>	<u>Pilot Test Data Scarfe</u>	<u>5 days</u>	<u>Mon 6/2/14</u>	<u>Fri 6/6/14</u>
<u>157</u>	<u>Prepare Pilot Test Data Issues Report</u>	<u>5 days</u>	<u>Mon 6/2/14</u>	<u>Fri 6/6/14</u>
<u>158</u>	<u>Final Cook County Data</u>	<u>197 days</u>	<u>Tue 9/30/14</u>	<u>Tue 7/14/15</u>
<u>159</u>	<u>Cook County Provides First Data Delivery</u>	<u>1.02 days</u>	<u>Wed 10/1/14</u>	<u>Thu 10/2/14</u>
<u>160</u>	<u>Cook County Provides Second Data Delivery</u>	<u>11.98 days</u>	<u>Thu 10/2/14</u>	<u>Fri 10/17/14</u>
<u>161</u>	<u>Cook County Provides Third Data Delivery</u>	<u>1 day</u>	<u>Fri 11/21/14</u>	<u>Fri 11/21/14</u>
<u>162</u>	<u>Cook County Provides Fourth Data Delivery</u>	<u>1 day</u>	<u>Fri 12/19/14</u>	<u>Fri 12/19/14</u>
<u>163</u>	<u>Cook County Provides Final Data Delivery</u>	<u>1 day</u>	<u>Wed 1/21/15</u>	<u>Wed 1/21/15</u>
<u>164</u>	<u>Cook Doc Process-Data from Assor to GIS</u>	<u>7 days</u>	<u>Tue 9/30/14</u>	<u>Wed 10/15/14</u>
<u>165</u>	<u>Test Process for Moving DataTask</u>	<u>72 days</u>	<u>Mon 11/3/14</u>	<u>Fri 6/19/15</u>
<u>166</u>	<u>Final Cook County Data Esri</u>	<u>195 days</u>	<u>Thu 10/2/14</u>	<u>Tue 7/14/15</u>
<u>167</u>	<u>Support Parcel Complete Data Load</u>	<u>109 days</u>	<u>Thu 10/2/14</u>	<u>Tue 4/7/15</u>
<u>168</u>	<u>Support Tabular Complete Data Load</u>	<u>23 days</u>	<u>Mon 2/2/15</u>	<u>Wed 4/1/15</u>
<u>169</u>	<u>Cook County Review complete data in test environment</u>	<u>93 days</u>	<u>Tue 2/24/15</u>	<u>Mon 7/6/15</u>
<u>170</u>	<u>Cook County Review Complete data in production environment</u>	<u>3 days</u>	<u>Fri 7/10/15</u>	<u>Tue 7/14/15</u>
<u>171</u>	<u>Final Cook County Data Pro-West</u>	<u>192 days</u>	<u>Thu 10/2/14</u>	<u>Thu 7/9/15</u>
<u>172</u>	<u>Convert Parcel complete data and load in test environment</u>	<u>123.02 days</u>	<u>Thu 10/2/14</u>	<u>Thu 4/2/15</u>
<u>173</u>	<u>Deliver First Batch of Townships</u>	<u>0 days</u>	<u>Fri 12/19/14</u>	<u>Fri 12/19/14</u>
<u>174</u>	<u>Deliver Second Batch of Townships</u>	<u>0 days</u>	<u>Fri 1/9/15</u>	<u>Fri 1/9/15</u>
<u>175</u>	<u>Deliver Third Batch Townships</u>	<u>0 days</u>	<u>Fri 1/30/15</u>	<u>Fri 1/30/15</u>
<u>176</u>	<u>Deliver Fourth Batch Townships Task</u>	<u>0 days</u>	<u>Thu 2/12/15</u>	<u>Thu 2/12/15</u>
<u>177</u>	<u>Deliver Fifth Batch Townships and Backlog</u>	<u>0 days</u>	<u>Fri 3/20/15</u>	<u>Fri 3/20/15</u>
<u>178</u>	<u>Pro-West Load complete Parcel data in production environment</u>	<u>3 days</u>	<u>Tue 7/7/15</u>	<u>Thu 7/9/15</u>

<u>179</u>	<u>Final Cook County Data Great Arc</u>	<u>113 days</u>	<u>Mon 2/2/15</u>	<u>Mon 7/13/15</u>
<u>180</u>	<u>Convert Tabular complete data and load in test environment</u>	<u>9 days</u>	<u>Mon 2/2/15</u>	<u>Thu 2/12/15</u>
<u>181</u>	<u>Great Arc Load complete Tabular data in production environment</u>	<u>2 days</u>	<u>Fri 7/10/15</u>	<u>Mon 7/13/15</u>
<u>182</u>	<u>Final Cook County Data Scarfe</u>	<u>15.5 days</u>	<u>Mon 4/27/15</u>	<u>Mon 5/18/15</u>
<u>183</u>	<u>Prepare Complete Test Data Issues Report</u>	<u>8 days</u>	<u>Mon 4/27/15</u>	<u>Mon 5/18/15</u>
<u>184</u>	<u>Task 6 Metadata</u>	<u>173 days</u>	<u>Tue 10/28/14</u>	<u>Wed 7/8/15</u>
<u>185</u>	<u>Task 6 Metadata Pro-West</u>	<u>172 days</u>	<u>Tue 10/28/14</u>	<u>Tue 7/7/15</u>
<u>186</u>	<u>Metadata Methodology document Pro-West</u>	<u>78 days</u>	<u>Tue 10/28/14</u>	<u>Mon 2/23/15</u>
<u>187</u>	<u>Prepare Draft Metadata Methodology</u>	<u>44.61 days</u>	<u>Tue 10/28/14</u>	<u>Mon 1/5/15</u>
<u>188</u>	<u>Update Draft Metadata Methodology</u>	<u>4 days</u>	<u>Tue 1/6/15</u>	<u>Mon 1/12/15</u>
<u>189</u>	<u>Prepare Final Metadata Methodology</u>	<u>10 days</u>	<u>Mon 2/9/15</u>	<u>Mon 2/23/15</u>
<u>190</u>	<u>Metadata Loaded Pro-West</u>	<u>69 days</u>	<u>Tue 3/31/15</u>	<u>Tue 7/7/15</u>
<u>191</u>	<u>Load pilot metadata in test environment</u>	<u>1 day</u>	<u>Tue 3/31/15</u>	<u>Tue 3/31/15</u>
<u>192</u>	<u>Load complete metadata in test environment</u>	<u>1 day</u>	<u>Thu 5/21/15</u>	<u>Thu 5/21/15</u>
<u>193</u>	<u>Load metadata in production environment</u>	<u>1 day</u>	<u>Tue 7/7/15</u>	<u>Tue 7/7/15</u>
<u>194</u>	<u>Task 6 Metadata Esri</u>	<u>128.4 days</u>	<u>Mon 1/5/15</u>	<u>Wed 7/8/15</u>
<u>195</u>	<u>Metadata Methodology document Esri</u>	<u>38.4 days</u>	<u>Mon 1/5/15</u>	<u>Mon 3/2/15</u>
<u>196</u>	<u>Peer Review Draft Metadata Methodology</u>	<u>0.5 days</u>	<u>Mon 1/5/15</u>	<u>Tue 1/6/15</u>
<u>197</u>	<u>Deliver Draft Metadata Methodology</u>	<u>0 days</u>	<u>Mon 1/12/15</u>	<u>Mon 1/12/15</u>
<u>198</u>	<u>Cook County Review Draft Metadata Methodology</u>	<u>5 days</u>	<u>Mon 2/2/15</u>	<u>Fri 2/6/15</u>
<u>199</u>	<u>Deliver Final Metadata Methodology</u>	<u>0 days</u>	<u>Mon 2/23/15</u>	<u>Mon 2/23/15</u>
<u>200</u>	<u>Cook County Accepts Final Metadata Methodology</u>	<u>5 days</u>	<u>Tue 2/24/15</u>	<u>Mon 3/2/15</u>
<u>201</u>	<u>Metadata Loaded Esri</u>	<u>69 days</u>	<u>Wed 4/1/15</u>	<u>Wed 7/8/15</u>
<u>202</u>	<u>Cook County Review pilot metadata</u>	<u>5 days</u>	<u>Wed 4/1/15</u>	<u>Tue 4/7/15</u>
<u>203</u>	<u>Cook County Review complete metadata in test environment</u>	<u>10 days</u>	<u>Mon 6/8/15</u>	<u>Mon 7/6/15</u>
<u>204</u>	<u>Cook County Review complete metadata in production environment</u>	<u>1 day</u>	<u>Wed 7/8/15</u>	<u>Wed 7/8/15</u>

<u>205</u>	Task 7 Quality Control and Assurance	363 days	<u>Thu 4/3/14</u>	<u>Thu 9/10/15</u>
<u>206</u>	Technical Management for Quality Control and Assurance	93 days	<u>Wed 11/19/14</u>	<u>Fri 4/24/15</u>
<u>207</u>	Quality Control and Assurance Documentation	363 days	<u>Thu 4/3/14</u>	<u>Thu 9/10/15</u>
<u>208</u>	QA Documentation Esri	353 days	<u>Thu 4/17/14</u>	<u>Thu 9/10/15</u>
<u>209</u>	Release Management Plan (RMP)	65.6 days	<u>Thu 10/30/14</u>	<u>Fri 2/6/15</u>
<u>210</u>	Prepare Draft Release Management Plan	2 days	<u>Thu 10/30/14</u>	<u>Tue 11/25/14</u>
<u>211</u>	Peer Review Draft Release Management Plan	0.5 days	<u>Wed 11/26/14</u>	<u>Wed 11/26/14</u>
<u>212</u>	Update Draft Release Management Plan	1 day	<u>Wed 11/26/14</u>	<u>Mon 12/1/14</u>
<u>213</u>	Deliver Draft Release Management Plan	0 days	<u>Mon 12/1/14</u>	<u>Mon 12/1/14</u>
<u>214</u>	Review Draft Release Management Plan	5 days	<u>Mon 12/1/14</u>	<u>Mon 12/8/14</u>
<u>215</u>	Prepare Final Release Management Plan	2 days	<u>Mon 1/12/15</u>	<u>Tue 1/13/15</u>
<u>216</u>	Deliver Final Release Management Plan	1 day	<u>Wed 1/14/15</u>	<u>Wed 1/14/15</u>
<u>217</u>	Cook County Accepts Final Release Management Plan	5 days	<u>Mon 2/2/15</u>	<u>Fri 2/6/15</u>
<u>218</u>	Software Test Plan (STP) document	21.25 days	<u>Thu 4/17/14</u>	<u>Fri 5/16/14</u>
<u>219</u>	Prepare Draft Software Test Plan	5 days	<u>Thu 4/17/14</u>	<u>Wed 4/23/14</u>
<u>220</u>	Peer Review Draft Software Test Plan	0.25 days	<u>Thu 4/24/14</u>	<u>Thu 4/24/14</u>
<u>221</u>	Update Draft Software Test Plan	2 days	<u>Thu 4/24/14</u>	<u>Mon 4/28/14</u>
<u>222</u>	Deliver Draft Software Test Plan	0 days	<u>Mon 4/28/14</u>	<u>Mon 4/28/14</u>
<u>223</u>	Review Draft Software Test Plan	5 days	<u>Mon 4/28/14</u>	<u>Mon 5/5/14</u>
<u>224</u>	Prepare Final Software Test Plan	4 days	<u>Mon 5/5/14</u>	<u>Fri 5/9/14</u>
<u>225</u>	Deliver Final Software Test Plan	0 days	<u>Fri 5/9/14</u>	<u>Fri 5/9/14</u>
<u>226</u>	Cook County Accepts Final Software Test Plan	5 days	<u>Fri 5/9/14</u>	<u>Fri 5/16/14</u>

<u>227</u>	Requirements Traceability Matrix (RTM) document	19.75 days	<u>Mon 5/19/14</u>	<u>Mon 6/16/14</u>
<u>228</u>	Prepare Draft RTM	4 days	<u>Mon 5/19/14</u>	<u>Fri 5/23/14</u>
<u>229</u>	Peer Review Draft RTM	1 day	<u>Fri 5/23/14</u>	<u>Tue 5/27/14</u>
<u>230</u>	Update Draft RTM	2 days	<u>Tue 5/27/14</u>	<u>Thu 5/29/14</u>
<u>231</u>	Deliver Draft RTM	0 days	<u>Thu 5/29/14</u>	<u>Thu 5/29/14</u>
<u>232</u>	Review Draft RTM	5 days	<u>Thu 5/29/14</u>	<u>Thu 6/5/14</u>
<u>233</u>	Prepare Final RTM	1 day	<u>Thu 6/5/14</u>	<u>Fri 6/6/14</u>
<u>234</u>	Deliver Final RTM	1 day	<u>Mon 6/9/14</u>	<u>Mon 6/9/14</u>
<u>235</u>	Cook County Accepts Final RTM	5 days	<u>Tue 6/10/14</u>	<u>Mon 6/16/14</u>
<u>236</u>	Installation & Configuration Guide document	41.5 days	<u>Tue 11/25/14</u>	<u>Thu 1/29/15</u>
<u>237</u>	Prepare Draft Installation & Configuration Guide	7 days	<u>Tue 11/25/14</u>	<u>Fri 12/5/14</u>
<u>238</u>	Peer Review Draft Installation & Configuration Guide	2 days	<u>Mon 12/8/14</u>	<u>Tue 12/9/14</u>
<u>239</u>	Update Draft Installation & Configuration Guide	0.5 days	<u>Wed 12/10/14</u>	<u>Wed 12/10/14</u>
<u>240</u>	Deliver Draft Installation & Configuration Guide	0 days	<u>Wed 12/10/14</u>	<u>Wed 12/10/14</u>
<u>241</u>	Review Draft Installation & Configuration Guide	5 days	<u>Fri 1/2/15</u>	<u>Thu 1/8/15</u>
<u>242</u>	Prepare Final Installation & Configuration Guide	0.5 days	<u>Thu 1/22/15</u>	<u>Thu 1/22/15</u>
<u>243</u>	Deliver Final Installation & Configuration Guide	0 days	<u>Thu 1/22/15</u>	<u>Thu 1/22/15</u>
<u>244</u>	Cook County Accepts Final Installation & Configuration Guide	5 days	<u>Thu 1/22/15</u>	<u>Thu 1/29/15</u>
<u>245</u>	System Design Specification (SDS)--As-built document	116 days	<u>Mon 3/30/15</u>	<u>Thu 9/10/15</u>
<u>246</u>	Prepare Final As-Built System Design Specification (SDS)	38 days	<u>Mon 3/30/15</u>	<u>Thu 9/10/15</u>
<u>247</u>	Deliver Final As-Built System Design Specification (SDS)	0 days	<u>Thu 9/10/15</u>	<u>Thu 9/10/15</u>

248	QA Documentation Pro-West	251 days	Thu 4/3/14	Thu 4/2/15
249	Pro-West provide content for Draft Release Management Plan	3 days	Mon 11/10/14	Thu 11/13/14
250	Pro-West provide content for Draft Software Test Plan	10 days	Thu 4/3/14	Wed 4/16/14
251	Pro-West provide content for Draft RTM	1 day	Fri 5/16/14	Mon 5/19/14
252	Pro-West provide content for Draft Installation & Configuration Guide	22 days	Mon 10/20/14	Wed 11/19/14
253	Pro-West Update System Design Specification (SDS) document with as-built use cases	9 days	Mon 3/23/15	Thu 4/2/15
254	QA Documentation Great Arc	344 days	Thu 4/3/14	Thu 8/13/15
255	Great Arc provide content for Draft Release Management Plan	3 days	Fri 11/14/14	Tue 11/18/14
256	Great Arc provide content for Draft Software Test Plan	10 days	Thu 4/3/14	Wed 4/16/14
257	Great Arc provide content for Draft RTM	1 day	Fri 5/16/14	Mon 5/19/14
258	Great Arc provide content for Draft Installation & Configuration Guide	4 days	Thu 11/13/14	Tue 11/18/14
259	Great Arc Update System Design Specification (SDS) document with as-built use cases	102 days	Mon 3/23/15	Thu 8/13/15
260	Testing	172 days	Mon 10/27/14	Mon 7/6/15
261	Internal Testing	38 days	Tue 12/16/14	Wed 2/11/15
262	Internal Acceptance Test (IAT) Esri	29 days	Wed 12/31/14	Wed 2/11/15
263	Install Phase 2 application release in test environment	1 day	Wed 12/31/14	Wed 12/31/14
264	Conduct IAT Round 1	12 days	Wed 12/31/14	Fri 1/16/15
265	Conduct IAT Round 2 - Retest documented discrepancies	7 days	Mon 1/26/15	Wed 2/11/15
266	Bug Fixes and Retest	4 days	Tue 1/20/15	Fri 1/23/15
267	IAT acceptance	0 days	Wed 2/11/15	Wed 2/11/15
268	Internal Testing Pro-West	33 days	Tue 12/16/14	Wed 2/4/15
269	Pro-West Integration Testing	16 days	Tue 12/16/14	Mon 1/12/15
270	Pro-West Fix discrepancies from IAT Round 1	3 days	Mon 2/2/15	Wed 2/4/15
271	Internal Testing Great Arc	33 days	Tue 12/16/14	Wed 2/4/15
272	Great Arc Integration Testing	16 days	Tue 12/16/14	Fri 1/9/15
273	Great Arc Fix discrepancies from IAT Round 1	3 days	Mon 2/2/15	Wed 2/4/15

<u>274</u>	<u>User Acceptance Test (UAT)</u>	<u>98 days</u>	<u>Mon 10/27/14</u>	<u>Mon 3/23/15</u>
<u>275</u>	<u>User Acceptance Test (UAT) Esri</u>	<u>65 days</u>	<u>Mon 12/15/14</u>	<u>Fri 3/20/15</u>
<u>276</u>	<u>User Acceptance Test (UAT) Scripts</u>	<u>41 days</u>	<u>Mon 12/15/14</u>	<u>Fri 2/13/15</u>
<u>277</u>	<u>Prepare Draft UAT scripts</u>	<u>12 days</u>	<u>Mon 12/15/14</u>	<u>Fri 1/2/15</u>
<u>278</u>	<u>Peer Review Draft UAT scripts</u>	<u>0.5 days</u>	<u>Mon 1/5/15</u>	<u>Mon 1/5/15</u>
<u>279</u>	<u>Update Draft UAT scripts</u>	<u>2 days</u>	<u>Mon 1/5/15</u>	<u>Wed 1/7/15</u>
<u>280</u>	<u>Deliver Draft UAT scripts</u>	<u>0 days</u>	<u>Wed 1/7/15</u>	<u>Wed 1/7/15</u>
<u>281</u>	<u>Review Draft UAT scripts</u>	<u>5 days</u>	<u>Wed 1/7/15</u>	<u>Wed 1/14/15</u>
<u>282</u>	<u>Prepare Final UAT scripts</u>	<u>5 days</u>	<u>Wed 1/14/15</u>	<u>Thu 1/22/15</u>
<u>283</u>	<u>Deliver Final UAT scripts</u>	<u>0 days</u>	<u>Thu 1/22/15</u>	<u>Thu 1/22/15</u>
<u>284</u>	<u>Cook County Accepts Final UAT scripts</u>	<u>5 days</u>	<u>Mon 2/9/15</u>	<u>Fri 2/13/15</u>
<u>285</u>	<u>User Acceptance Test (UAT)</u>	<u>55 days</u>	<u>Wed 12/31/14</u>	<u>Fri 3/20/15</u>
<u>286</u>	<u>County verifies test environment is setup</u>	<u>1 day</u>	<u>Wed 12/31/14</u>	<u>Wed 12/31/14</u>
<u>287</u>	<u>County verifies subcontractor access (logins/vpn/etc.) to test environment</u>	<u>1 day</u>	<u>Wed 12/31/14</u>	<u>Wed 12/31/14</u>
<u>288</u>	<u>Install Phase 2 application release in test environment</u>	<u>0.5 days</u>	<u>Thu 2/12/15</u>	<u>Thu 2/12/15</u>
<u>289</u>	<u>Conduct UAT (Onsite CC facilities)</u>	<u>5 days</u>	<u>Fri 2/13/15</u>	<u>Fri 2/20/15</u>
<u>290</u>	<u>UAT Software Test Report (STR) document</u>	<u>0.5 days</u>	<u>Fri 2/20/15</u>	<u>Fri 2/20/15</u>
<u>291</u>	<u>Review UAT Software Test Report</u>	<u>0.25 days</u>	<u>Fri 2/20/15</u>	<u>Fri 2/20/15</u>
<u>292</u>	<u>Regression Test</u>	<u>20 days</u>	<u>Mon 2/23/15</u>	<u>Fri 3/20/15</u>
<u>293</u>	<u>User Acceptance Test (UAT) Pro-West</u>	<u>83 days</u>	<u>Mon 10/27/14</u>	<u>Fri 2/27/15</u>
<u>294</u>	<u>Pro-West provide content for Draft UAT scripts</u>	<u>33.01 days</u>	<u>Mon 10/27/14</u>	<u>Mon 12/15/14</u>
<u>295</u>	<u>Pro-West Fix discrepancies from UAT</u>	<u>5 days</u>	<u>Mon 2/23/15</u>	<u>Fri 2/27/15</u>
<u>296</u>	<u>User Acceptance Test (UAT) Great Arc</u>	<u>98 days</u>	<u>Mon 10/27/14</u>	<u>Mon 3/23/15</u>
<u>297</u>	<u>Great Arc provide content for Draft UAT scripts</u>	<u>33 days</u>	<u>Mon 10/27/14</u>	<u>Mon 12/15/14</u>
<u>298</u>	<u>Great Arc Fix discrepancies from UAT</u>	<u>20 days</u>	<u>Mon 2/23/15</u>	<u>Mon 3/23/15</u>

<u>299</u>	<u>Final Acceptance Test (FAT)</u>	<u>91 days</u>	<u>Thu 2/26/15</u>	<u>Mon 7/6/15</u>
<u>300</u>	<u>Final Acceptance Test (FAT) Esri</u>	<u>91 days</u>	<u>Thu 2/26/15</u>	<u>Mon 7/6/15</u>
<u>301</u>	<u>Final Acceptance Test (FAT) Scripts</u>	<u>12 days</u>	<u>Thu 2/26/15</u>	<u>Fri 3/13/15</u>
<u>302</u>	<u>Prepare Draft FAT scripts</u>	<u>2 days</u>	<u>Thu 2/26/15</u>	<u>Fri 2/27/15</u>
<u>303</u>	<u>Deliver Draft FAT scripts</u>	<u>0 days</u>	<u>Fri 2/27/15</u>	<u>Fri 2/27/15</u>
<u>304</u>	<u>Review Draft FAT scripts</u>	<u>3 days</u>	<u>Mon 3/9/15</u>	<u>Wed 3/11/15</u>
<u>305</u>	<u>Prepare Final FAT scripts</u>	<u>1 day</u>	<u>Thu 3/12/15</u>	<u>Thu 3/12/15</u>
<u>306</u>	<u>Deliver Final FAT scripts</u>	<u>0 days</u>	<u>Thu 3/12/15</u>	<u>Thu 3/12/15</u>
<u>307</u>	<u>Cook County Accepts Final FAT scripts</u>	<u>1 day</u>	<u>Fri 3/13/15</u>	<u>Fri 3/13/15</u>
<u>308</u>	<u>Final Acceptance Test (FAT)</u>	<u>74 days</u>	<u>Mon 3/23/15</u>	<u>Mon 7/6/15</u>
<u>309</u>	<u>Install FAT application release in test environment</u>	<u>2 days</u>	<u>Mon 3/23/15</u>	<u>Tue 3/24/15</u>
<u>310</u>	<u>Conduct FAT (Onsite CC facilities)</u>	<u>3 days</u>	<u>Wed 3/25/15</u>	<u>Fri 3/27/15</u>
<u>311</u>	<u>FAT Software Test Report (STR) document</u>	<u>0.5 days</u>	<u>Fri 3/27/15</u>	<u>Fri 3/27/15</u>
<u>312</u>	<u>Review FAT Software Test Report</u>	<u>0.5 days</u>	<u>Fri 3/27/15</u>	<u>Fri 3/27/15</u>
<u>313</u>	<u>Regression Test</u>	<u>49 days</u>	<u>Mon 4/13/15</u>	<u>Fri 6/19/15</u>
<u>314</u>	<u>County tests with Full Data</u>	<u>37 days</u>	<u>Wed 4/8/15</u>	<u>Mon 7/6/15</u>
<u>315</u>	<u>Pro-West Fix discrepancies from FAT</u>	<u>56.45 days</u>	<u>Mon 4/13/15</u>	<u>Wed 7/1/15</u>
<u>316</u>	<u>Great Arc Fix discrepancies from FAT</u>	<u>66.95 days</u>	<u>Mon 3/30/15</u>	<u>Wed 7/1/15</u>
<u>317</u>	<u>Production Installation</u>	<u>77 days</u>	<u>Wed 4/8/15</u>	<u>Mon 7/27/15</u>
<u>318</u>	<u>County Prepare Clerk's Workstations</u>	<u>3 days</u>	<u>Wed 4/8/15</u>	<u>Fri 4/10/15</u>
<u>319</u>	<u>Install final CGU application release in production environment</u>	<u>10 days</u>	<u>Tue 7/14/15</u>	<u>Mon 7/27/15</u>
<u>320</u>	<u>Go Live</u>	<u>0 days</u>	<u>Mon 7/27/15</u>	<u>Mon 7/27/15</u>

321	Task 8 Training	187 days	Mon 7/21/14	Fri 4/17/15
322	Task 8 Training Esri	183 days	Fri 7/25/14	Fri 4/17/15
323	User Guide	46.5 days	Wed 2/11/15	Fri 4/17/15
324	Peer Review Draft User Guide	1.5 days	Wed 2/11/15	Thu 2/12/15
325	Deliver Draft User Guide	0 days	Thu 2/12/15	Thu 2/12/15
326	Cook County Review Draft User Guide	5 days	Fri 2/13/15	Fri 2/20/15
327	Peer Review Final User Guide	1 day	Wed 2/25/15	Wed 2/25/15
328	Deliver Final User Guide	0 days	Mon 3/16/15	Mon 3/16/15
329	Cook County Accepts Final User Guide document	5 days	Mon 4/13/15	Fri 4/17/15
330	Implementation Plan document	18 days	Fri 7/25/14	Tue 8/19/14
331	Prepare Draft Implementation Plan	3 days	Fri 7/25/14	Tue 7/29/14
332	Peer Review Draft Implementation Plan	0.5 days	Wed 7/30/14	Wed 7/30/14
333	Deliver Draft Implementation Plan	0 days	Wed 7/30/14	Wed 7/30/14
334	Cook County Review Draft Implementation Plan	5 days	Wed 7/30/14	Wed 8/6/14
335	Prepare Final Implementation Plan	1.13 days	Wed 8/6/14	Tue 8/12/14
336	Deliver Final Implementation Plan	0 days	Tue 8/12/14	Tue 8/12/14
337	Cook County Accepts Final Implementation Plan	5 days	Wed 8/13/14	Tue 8/19/14
338	Training Materials	45 days	Fri 2/13/15	Fri 4/17/15
339	Peer Review Draft Training Materials	1 day	Fri 2/13/15	Fri 2/13/15
340	Deliver Draft Training Materials	0 days	Wed 2/18/15	Wed 2/18/15
341	Cook County Review Draft Training Materials	3 days	Thu 2/19/15	Mon 2/23/15
342	Peer Review Final Training Materials	1 day	Thu 2/26/15	Thu 2/26/15
343	Deliver Final Training Materials	0 days	Tue 3/17/15	Tue 3/17/15
344	Cook County Accepts Final Training Materials	5 days	Mon 4/13/15	Fri 4/17/15

345	<u>Task 8 Training Pro-West</u>	<u>156 days</u>	<u>Mon 7/21/14</u>	<u>Thu 3/5/15</u>
346	<u>Pro-West provide content for Draft User Guide</u>	<u>50 days</u>	<u>Mon 10/27/14</u>	<u>Fri 1/9/15</u>
347	<u>Pro-West provide content for Draft Implementation Plan</u>	<u>2 days</u>	<u>Mon 7/21/14</u>	<u>Tue 7/22/14</u>
348	<u>Pro-West provide content for Draft Training Materials</u>	<u>5 days</u>	<u>Mon 1/12/15</u>	<u>Tue 1/20/15</u>
349	<u>Pro-West Conduct custom training per Implementation Plan</u>	<u>3 days</u>	<u>Tue 3/3/15</u>	<u>Thu 3/5/15</u>
350	<u>Task 8 Training Great Arc</u>	<u>150 days</u>	<u>Wed 7/23/14</u>	<u>Fri 2/27/15</u>
351	<u>Great Arc provide content for Draft User Guide</u>	<u>30 days</u>	<u>Mon 11/24/14</u>	<u>Fri 1/9/15</u>
352	<u>Great Arc provide content for Draft Implementation Plan</u>	<u>2 days</u>	<u>Wed 7/23/14</u>	<u>Thu 7/24/14</u>
353	<u>Great Arc provide content for Draft Training Materials</u>	<u>4 days</u>	<u>Thu 1/15/15</u>	<u>Wed 1/21/15</u>
354	<u>Great Arc Conduct custom training per Implementation Plan</u>	<u>2 days</u>	<u>Thu 2/26/15</u>	<u>Fri 2/27/15</u>
355	<u>Task 8 Training Scarfe</u>	<u>44 days</u>	<u>Thu 1/15/15</u>	<u>Thu 3/19/15</u>
356	<u>User Guide</u>	<u>44 days</u>	<u>Thu 1/15/15</u>	<u>Thu 3/19/15</u>
357	<u>Scarfe Compile Draft User Guide</u>	<u>18.5 days</u>	<u>Thu 1/15/15</u>	<u>Wed 2/11/15</u>
358	<u>Scarfe Prepare Final User Guide</u>	<u>3 days</u>	<u>Tue 3/17/15</u>	<u>Thu 3/19/15</u>
359	<u>Training Materials</u>	<u>26 days</u>	<u>Tue 2/10/15</u>	<u>Wed 3/18/15</u>
360	<u>Scarfe Compile Draft Training Materials</u>	<u>3 days</u>	<u>Tue 2/10/15</u>	<u>Thu 2/12/15</u>
361	<u>Scarfe Update Draft Training Materials</u>	<u>2 days</u>	<u>Tue 2/17/15</u>	<u>Wed 2/18/15</u>
362	<u>Scarfe Prepare Final Training Materials</u>	<u>2 days</u>	<u>Tue 3/17/15</u>	<u>Wed 3/18/15</u>
363	<u>Task 9 Post Implementation Services</u>	<u>251 days</u>	<u>Tue 7/28/15</u>	<u>Tue 7/26/16</u>
364	<u>Esri Post Implementation Maintenance</u>	<u>251 days</u>	<u>Tue 7/28/15</u>	<u>Tue 7/26/16</u>

Attachment No. 2

Identification of Subcontractor/Supplier/Subconsultant Form

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="radio"/>	Disqualification
<input type="radio"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	County Contract No. 12-88-03584/ Esri No. 2013C4847	Date:	6 October, 2015
Total Bid or Proposal Amount:	\$1,927,000.00	Contract Title:	Cadastral GIS Upgrade
Contractor:	Environmental Systems Research Institute, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute:	Great Arc Technologies, Inc.
Authorized Contact for Contractor:	Mark Williams	Authorized Contact for Subcontractor/Supplier/ Subconsultant:	Michael Scanlon
Email Address (Contractor):	mwilliams@esri.com	Email Address (Subcontractor):	mscanlon@greatarc.com
Company Address (Contractor):	380 New York Street	Company Address (Subcontractor):	401 S. LaSalle Street, Suite 1005
City, State and Zip (Contractor):	Redlands, CA 92373	City, State and Zip (Subcontractor):	Chicago, IL 60605
Telephone and Fax (Contractor)	(909) 793-2853	Telephone and Fax (Subcontractor)	(312) 726-4848
Estimated Start and Completion Dates (Contractor)	August 15, 2013 to December 15, 2016	Estimated Start and Completion Dates (Subcontractor)	August 22, 2013 to December 15, 2016

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Development of the PINMAP web application, tabular data conversion, reports, and post implementation support.	\$433,378.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Environmental Systems Research Institute, Inc.

Name William C. Fleming

Title Managing Business Attorney

OCT 20 2015

Prime Contractor Signature

Date



**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	County Contract No. 12-88-03584/ Esri No. 2013C4847	Date:	6 October, 2015
Total Bid or Proposal Amount:	\$1,927,000.00	Contract Title:	Cadastral GIS Upgrade
Contractor:	Environmental Systems Research Institute, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute:	Pro-West & Associates, Inc.
Authorized Contact for Contractor:	Mark Williams	Authorized Contact for Subcontractor/Supplier/ Subconsultant:	Annette Theroux
Email Address (Contractor):	mwilliams@esri.com	Email Address (Subcontractor):	atheroux@prowestgis.com
Company Address (Contractor):	380 New York Street	Company Address (Subcontractor):	8239 State 371 NW
City, State and Zip (Contractor):	Redlands, CA 92373	City, State and Zip (Subcontractor):	Walker, MN 56484
Telephone and Fax (Contractor)	(909) 793-2853	Telephone and Fax (Subcontractor)	(218) 547-3374
Estimated Start and Completion Dates (Contractor)	August 15, 2013 to December 15, 2016	Estimated Start and Completion Dates (Subcontractor)	August 22, 2013 to December 15, 2016

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Spatial data conversion, ArcMap editing tools, map production, and post implementation support.	\$539,920.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Environmental Systems Research Institute, Inc.

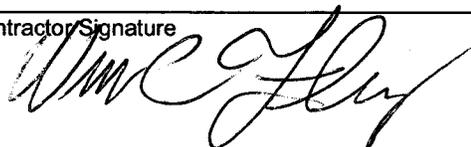
Name William C. Fleming

Title Managing Business Attorney

OCT 20 2015

Prime Contractor Signature

Date



**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="radio"/>	Disqualification
<input type="radio"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

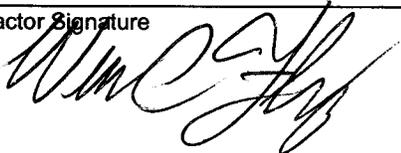
Bid/RFP/RFQ No.:	County Contract No. 12-88-03584/ Esri No. 2013C4847	Date:	6 October, 2015
Total Bid or Proposal Amount:	\$1,927,000.00	Contract Title:	Cadastral GIS Upgrade
Contractor:	Environmental Systems Research Institute, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute:	Scarfe Consulting, LLC.
Authorized Contact for Contractor:	Mark Williams	Authorized Contact for Subcontractor/Supplier/ Subconsultant:	Danielle Scarfe
Email Address (Contractor):	mwilliams@esri.com	Email Address (Subcontractor):	dscarfe@dsgis.com
Company Address (Contractor):	380 New York Street	Company Address (Subcontractor):	60 West Terra Cotta Avenue, #239
City, State and Zip (Contractor):	Redlands, CA 92373	City, State and Zip (Subcontractor):	Crystal Lake, IL 60014
Telephone and Fax (Contractor)	(909) 793-2853	Telephone and Fax (Subcontractor)	(815) 970-2418
Estimated Start and Completion Dates (Contractor)	August 15, 2013 to December 15, 2016	Estimated Start and Completion Dates (Subcontractor)	August 23, 2013 to December 15, 2016

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Local PM support, project coordination and post implementation support.	\$137,900.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Environmental Systems Research Institute, Inc.

Name William C. Fleming
 Title Managing Business Attorney
 Prime Contractor Signature  Date OCT 20 2015

Attachment No. 3

MBE/WBE Utilization Plan Forms

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- ___ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- ___ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountylil.gov/contractcompliance)
- ___ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Pro-West & Associates, Inc.
Address: 8239 State 371 NW, Walker, MN 56484
E-mail: atheroux@prowestgis.com
Contact Person: Annette Theroux Phone: 218 547-3374
Dollar Amount Participation: \$ 539,920
Percent Amount of Participation: Anticipated to be 27.9% %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Scarfe Consulting, LLC.
Address: 60 West Terra Cotta Avenue, #239, Crystal Lake, IL 60014
E-mail: dscarfe@dsgis.com
Contact Person: Danielle Scarfe Phone: 815 970-2418
Dollar Amount Participation: \$ 137,900
Percent Amount of Participation: Anticipated to be 7.1% %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Pro-West & Associates, Inc.

Certifying Agency: City of Chicago

Contact Person: Annette Theroux

Certification Expiration Date: 7/12/2016

Address: 8239 State 371 NW

Ethnicity: _____

City/State: Walker, MN Zip: 56484

Bid/Proposal/Contract #: County No. 12-88-03584/
Seri No. 2013C4847

Phone: 218 547-3374 Fax: 218 547-3375

FEIN #: 41-1795858

Email: atheroux@prowestgis.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Pro-West will be responsible for the overall parcel editing experience for the Cook County Parcel Maintenance application. This includes parcel fabric editing and editing workflows, editing of coincident features, parcel history management, and tax map production. Pro-West will also be responsible for the data migration of the existing Cook County data into the parcel fabric. Pro-West will also be responsible for developing training materials for the parcel editing workflows. Pro-West will provide deployment support and support during the 1 year of operations and maintenance.

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

Dollar Amount: \$539,920. Anticipated percentage of total contract value: 27.9% Terms of Payment: Forty-five (45) days after receipt of a correct subcontractor invoice or receipt of payment from Cook County, whichever is later.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Annette M. Theroux
Signature (M/WBE)

William C. Fleming
Signature (Prime Bidder/Proposer)

Annette M. Theroux
Print Name

William C. Fleming
Managing Business Attorney
Print Name

Pro-West & Associates, Inc.
Firm Name

Environmental Systems Research Institute, Inc.
Firm Name

11/6/15
Date

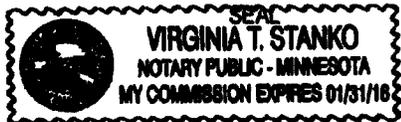
NOV 10 2015
Date

Subscribed and sworn before me
this 6th day of November, 2015.

Subscribed and sworn before me
this ___ day of SEE ATTACHED, 20__.

Notary Public Virginia T. Stanko

Notary Public _____



SEAL

Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name **Pro-West & Associates, Inc.**

Owner **Anne Theroux**

Address **8239 State 371 NW**
 > [Map This Address](#) **PO Box 812**
Walker, MN 56484

Phone **218-547-3374** 

Fax **218-547-3375** 

Email **atheroux@prowestgis.com**

Website **<http://www.prowestgis.com>**

Certification Information

Certifying Agency **City of Chicago**

Certification Type **DBE - Disadvantaged Business Enterprise**

Certification Date **7/27/2015**

Renewal/Anniversary Date **7/12/2016**

Certified Business Description **Support Activities for Forestry; Surveying and mapping services (except geophysical); Computer software support services, custom; Computer Training**

Commodity Codes

Code	Description
NAICS 115310	Support Activities for Forestry
NAICS 541370	Surveying and mapping services (except geophysical)
NAICS 541511	Computer software support services, custom
NAICS 611420	Computer Training

Additional Information

Service-Disabled Veteran Business **No**

Customer Support

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MBE/WBE LETTER OF INTENT - FORM 2

MWBE Firm: Scarfe Consulting, LLC.

Certifying Agency: Cook County, IL

Contact Person: Danielle Scarfe

Certification Expiration Date: December 19, 2015

Address: 60 West Terra Cotta Avenue, #239

Ethnicity: Caucasian

City/State: Crystal Lake, IL Zip: 60014

Bid/Proposal/Contract #: County No. 12-88-03584/
Est# No. 2013C4847

Phone: (815) 970-2418 Fax: (847) 930-3753

FEIN #: 03-0418566

Email: dscarfe@dsgis.com

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract (If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Scarfe Consulting will be responsible for providing a local project management presence throughout the project.

Additionally, Scarfe Consulting will be responsible for providing document finalisation for key document deliverables.

Indicate the **Dollar Amount, Percentage, and the Terms of Payment** for the above-described Commodities/ Services:
Dollar Amount: \$137,900. Anticipated percentage of total contract value: 7.1%. Terms of payment: Forty-five (45) days after receipt of a correct subcontractor invoice or receipt of payment from Cook County, whichever is later.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]
Signature (MWBE)

[Signature]
Signature (Prime Bidder/Proposer)

Danielle Scarfe
Print Name

William C. Fleming
Managing Business Attorney
Print Name

Scarfe Consulting, LLC.
Firm Name

Environmental Systems Research Institute, Inc.
Firm Name

11/5/2015
Date

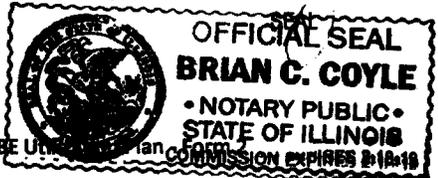
NOV 10 2015
Date

Subscribed and sworn before me
this 5 day of November, 2015

Subscribed and sworn before me
this ___ day of SEE ATTACHED, 20__

Notary Public _____

Notary Public _____



SEAL

Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name Scarfe Consulting LLC
Owner Ms. Danielle Scarfe
Address 60 West Terra Cotta Avenue #239
> [Map This Address](#) Crystal Lake, IL 60014-3548
Phone 815-970-2418 
Fax 815-847-3753 
Email dscarfe@dsgis.com
Website <http://www.dsgis.com>

Certification Information

Certifying Agency Cook County
Certification Type WBE - Women Business Enterprise
Certification Date 8/21/2014
Renewal/Anniversary Date 12/19/2015
Certified Business Description Technology: Geographic Information Systems Consulting; Project Management, Design and Implementation.

Commodity Codes

Code	Description
NIGP 91828	Computer Hardware Consulting
NIGP 91829	Computer Software Consulting
NIGP 91875	Management Consulting
NIGP 92586	Surveyor Services, Land

Additional Information

Customer Support

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APR 03 2014

Ms Danielle Scarfe
Scarfe Consulting, LLC
60 West Terra Cotta Avenue #239
Crystal Lake, IL 60014

Annual Certificate Expires: March 1, 2014

Dear Ms Scarfe:

Congratulations on your continued eligibility for certification as a **Woman Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **March 1, 2017**; however your firm must be re-validated annually.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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

- file your No Change Affidavit within the required time period,
- provide financial or other records requested pursuant to an audit within the required time period, or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Scarfe Consulting, LLC
Page 2

Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, 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 \$5,000.00 and not more than \$10,000.00, or both.*

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

NAICS 541370 Geographic information system (GIS) base mapping services

NAICS 541618 Other Management Consulting Services

Your firm's participation on City contracts will be credited only toward Woman Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Sincerely,


Jamie Rhee
Chief Procurement Officer

JR/cm

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT

Earlean Collins	1 st Dist	Bridget Galner	10 th Dist
Robert Steele	2 nd Dist	John P. Daley	11 th Dist
Jerry Butler	3 rd Dist	John A. Fritsley	12 th Dist
William M. Beavers	4 th Dist	Lawrence Saffadin	13 th Dist
Deborah Sims	5 th Dist	Cregg Goslin	14 th Dist
Joan P. Murphy	6 th Dist	Timothy O. Schaefer	15 th Dist
Jesus G. Garcia	7 th Dist	Jeffrey R. Tobolski	16 th Dist
Edwin Reyes	8 th Dist	Elizabeth Ann Duddy Goman	17 th Dist
Peter N. Silvestri	9 th Dist		



COUNTY OF COOK
BUREAU OF FINANCE
OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ
DIRECTOR

County Building
118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL: (312) 603-5502

February 26, 2013

Ms. Shannon E. Andrews
Chief Procurement Officer
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 12-88-382
Cadastral GIS Update

Dear Ms. Andrews:

The following bid for the above referenced contract have been reviewed for compliance with the General Conditions regarding the Minority and Women Owned Business Enterprises Ordinance and have been found to be responsive to the goals of 35% MBE/WBE participation.

Bidder: Environmental Systems Research Institute, Inc.
Bid Amount: \$1,936,000.00

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Pro-West & Associates, Inc.	WBE (7)	City of Chicago	27.9%
Scarfe Consulting, LLC	WBE (7)	Cook County	7.1%

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ate



Kevin Casey (Procurement)

From: Aleatha Easley (Contract Compliance)
Sent: Friday, November 13, 2015 10:07 AM
To: Kevin Casey (Procurement)
Subject: Contract No. 12-88-03584 Amendment No. 1

Hello Kevin,

Please be advised Amendment No. 1 for Contract No. 12-88-03584 Cadastral GIS Upgrade does not require OCC evaluation as it for renewal of the contract for an additional 12 months. There has been no other change from the original award of the contract which was determined to be responsive to the MWBE Ordinance requirements.

Should you have any questions please let me know.

Aleatha Easley
Compliance Officer
Cook County Office of Contract Compliance
118 N. Clark Street, Room 1020
Chicago, Illinois 60602
312.603.5504
aleatha.easley@cookcountvil.gov

Attachment No. 4

Economic Disclosures Statement Forms

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing; bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None.	
_____	_____
_____	_____
_____	_____

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: _____ No: X

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

- 1. An Applicant for County Action and
- 2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Environmental Systems Research Institute, Inc.

D/B/A: _____ FEIN NO.: 95-2775732

Street Address: 380 New York Street

City: Redlands State: CA Zip Code: 92373

Phone No.: (909) 793-2853 Fax Number: _____ Email: _____

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
"The Jack and Laura Dangermond Trust, October 7, 2000" owns 100% of the outstanding voting, equity securities of Environmental Systems Research Institute, Inc., and Jack and Laura Dangermond are the sole trustees.		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Chris Johnson

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

E-mail address

Manager, Commercial & Government Contracts

Title

Date

(909) 793-2853

Phone Number

Subscribed to and sworn before me
this _____ day of _____, 20__.

My commission expires:

See attached.

Notary Public Signature

Notary Seal



COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

CONTRACT NO. 12-88-03584
COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Environmental Systems Research Institute, Inc.

Address of Person Doing Business with the County: 380 New York Street, Redlands, CA 92373

Phone number of Person Doing Business with the County: (909) 793-2853

Email address of Person Doing Business with the County: _____

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Chris Johnson, Manager, Commercial and Government Contracts. Tel: (909) 793-2853

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

County No. 12-88-03584/Esri No. 2013C4847

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 1,927,000

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Kevin Casey

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Mary Jo Horace

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship*

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship*

Name of Employee of Business Entity Directly Engaged in Doing Business with the County

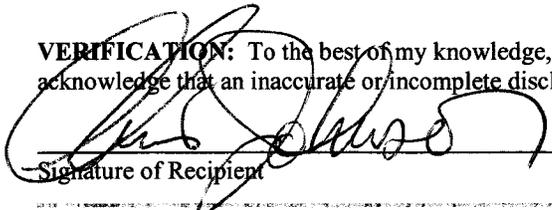
Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship*

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.



Signature of Recipient

Date 9/28/15

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: County No. 12-88-03584/Esri No. 2013C4847

County Using Agency (requesting Procurement): Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Environmental Systems Research Institute, Inc.

Substantial Owner Complete Name: _____

FEIN# 95-2775732

Date of Birth: _____ E-mail address: _____

Street Address: 380 New York Street

City: Redlands State: CA Zip: 92373

Home Phone: (909) 435 - 5835 Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO YES NO
- Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO YES NO
- Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO YES NO
- Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO YES NO
- Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO YES NO
- Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO YES NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____

Date: _____

9/28

Name of Person signing (Print): Chris Johnson **

Title: Manager, Commercial & Government Contracts

Subscribed and sworn to before me this _____ day of _____, 20_____

X See attached.

Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.

** See attached Delegation of Authority authorizing execution by persons other than the President.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

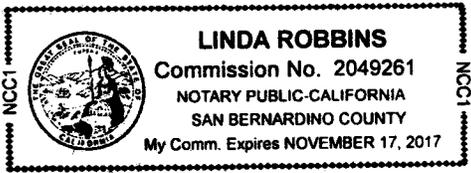
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of San Bernardino

Subscribed and sworn to (or affirmed) before me
 on this 28th day of September, 2015,
 by Date Month Year

(1) Chris Johnson

(and (2) _____),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit for Wage Theft Ordinance-Cook County Document Date: 9/28/2015

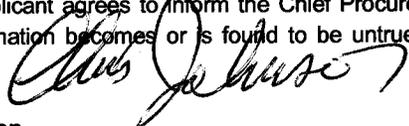
Number of Pages: _____ Signer(s) Other Than Named Above: _____

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.



Execution by Corporation

Chris Johnson

Environmental Systems Research Institute, Inc.

Jack Dangermond ** *Manager, Commercial & Government Contracts*

Corporation's Name

President's Printed Name and Signature

(909) 793-2853

Telephone

Email



Secretary Signature **

SEP 28 2015

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

Email

Subscribed and sworn to before me this _____ day of _____, 20__.

My commission expires:

See attached.

Notary Public Signature

Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

** See attached Delegation of Authority authorizing execution by persons other than the President.

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

DELEGATION OF AUTHORITY

I, Laura Dangermond, as Secretary of Environmental Systems Research Institute, Inc., hereby appoint the following employee(s) to act for and on behalf of the Corporation, each acting solely, with full authority to sign agreements in accordance with the Signature Delegation Policy for the Contracts and Legal Services Department, on behalf of Esri. The authority delegation is not subject to further delegation without my prior written consent.

This authority hereby delegated to the named persons shall completely expire as of midnight in San Bernardino County, California on December 31, 2015.

In order of priority:

<u>NAME</u>	<u>TITLE</u>
KRISTA MORENO	Director, Contracts and Legal Services
CHRIS JOHNSON	Manager, Commercial & Government Contracts
ALEJANDRA MERINO	Manager, International Contracts
WILLIAM FLEMING	Managing Business Attorney
DON BERRY	Director, Operations



Laura Dangermond
Secretary

Effective Date: January 1, 2015

Corporate Seal of
Environmental Systems
Research Institute, Inc.

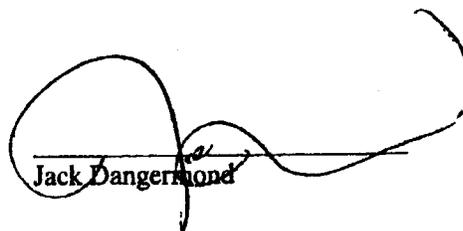


RESOLVED FURTHER: That any appointment and delegation of authority by the Directors of the Corporation, or either of them, to any such agent for the Corporation, shall be evidenced by a writing and shall specify; (1) the name(s) of the individual agent(s) to whom authority is delegated; (2) the name(s) of the Director(s) executing the appointment and delegation of authority; (3) the date of the appointment; (4) the date on which the authority to so act shall expire; and (5) the nature and extent of the authority delegated and any limitations thereon.

RESOLVED FURTHER: That any individual so appointed as an agent by a written delegation of authority is hereby empowered, subject to terms and limitations stated in the written delegation, with authority to negotiate, sign and deliver documents and other instruments (including amendments and modifications thereto) and to bind the Corporation to performance in accord with the terms and conditions of each such document or other instrument.

RESOLVED FURTHER: That the Officers of the Corporation shall be, and they hereby are, authorized and directed to execute any and all documents and to take any and all actions necessary to implement the intent of these resolutions.

The undersigned, constituting all of the Directors of the Corporation, hereby adopt these Minutes of Action effective on and as of September 2, 2008.


Jack Dangermond


Laura Dangermond

MINUTES OF ACTION OF THE BOARD OF DIRECTORS
OF
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
TAKEN WITHOUT A MEETING BY UNANIMOUS WRITTEN CONSENT
September 2, 2008

The actions described in these Minutes of Action were taken by the Board of Directors of the above-named Corporation by unanimous written consent pursuant to provisions in the Corporation's Bylaws permitting such action be taken.

The Directors hereby adopt the following recitals, resolutions, and statements:

Delegation of Authority to Agents

WHEREAS, the Board of Directors deems it to be in the best interest of the Corporation to authorize any Director, whether acting alone or jointly with any other Director, to delegate for exercise during a period of absence by both the President and the Secretary, the authority to specific employees to act as agents for and on behalf of the Corporation in connection with certain matters and for a limited period of time, all as specified in the written delegation of such authority.

NOW BE IT RESOLVED: That Jack Dangermond and Laura Dangermond, or either of them acting alone, as Directors, shall be and each hereby is, authorized to appoint by written delegations of authority, specifically named individuals thereby authorized as agents for the Corporation to negotiate and to sign business documents including, but not limited to, contracts, wire transfer instructions, bank checks, and drafts or other orders for payment on behalf of the Corporation, provided that each authority so delegated shall be exercisable only for the limited time period specified in the written delegation of such authority signed by the delegating Director(s).