

AMENDMENT NO. 3

This Amendment modifies Contract No. 1944-17880, for Diversity Management System by and between the County of Cook, Illinois, herein referred to as "County" and Ask Reply, Inc. d/b/a B2GNow, 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 County Board on November 21, 2019, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Diversity Management System (hereinafter referred to as the "Services") from November 28, 2019 through November 27, 2024, in an amount not to exceed \$342,640.00, with two (2) two-year renewal options; and

Whereas, Amendment No. 1 was executed by the Chief Procurement Officer on June 11, 2024, to increase the Contract, in the amount of \$20,000.00 and the Total Contract Amount was revised to \$362,640.00; and

Whereas, Amendment No. 2 was approved by the County Board on October 24, 2024, to renew the contract for two (2) years beginning November 28, 2024, through November 27, 2026, and to increase the Contract, in the amount of \$240,000.00 and the Total Contract Amount was revised to \$602,640.00; and

Whereas, the Contract will expire November 27, 2026 and the agreed upon Services are still required; and

Whereas, an increase of the Contract amount is required for the continuation of Services; and pursuant to Article 10 Section C of the Contract, the County and Contractor desire to increase the Contract in the amount of \$31,597.00.

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 increased by \$31,597.00 and the Total Contract Amount is revised to \$634,237.00.
2. Article 10, Section C is deleted in its entirety and replaced with the following:

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that the total cost of all such amendments does not increase the total amount of the Contract by \$200,000 or more. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount by \$200,000 or more, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

3. The Contract is hereby amended to incorporate Attachment A and made part of the Contract.
4. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form MBE/WBE Utilization Plan forms, certificate of insurance, and Economic Disclosures Statement under Attachment B are incorporated and made a part of this Contract.
5. All other terms and conditions remain as stated in the Contract.

In witness whereof and pursuant to authority of the Chief Procurement Officer the County and Contractor have caused this Amendment No. 3 to be executed on the date and year last written below.

County of Cook, Illinois

Ask Reply, Inc. d/b/a B2GNow

By: Raffi Sarrafian
Chief Procurement Officer

Digitally signed by Raffi Sarrafian
Date: 2025.10.23 13:01:08 -05'00'

Date: _____


Signed
Lynn Hang
Type or print name

By: N/A
State's Attorney (if applicable)
Type or print name (if applicable)

VP and General Counsel
Title

Date: _____

Date: 8/18/2025

ATTACHMENT A

Scope:

1. Module Overview – eComply Prevailing Wage / Compliance Management

The eComply CM Module supports up to \$300 million in annual construction volume. The following features are included:

- Certified Payroll and Hourly Reporting: Collect, manage, and check certified payroll reports on a streamlined platform. Submitted CPRs are validated against B2Gnow's rates database, with non-compliant entries highlighted for agency review. Rate entry and updates are managed by B2Gnow at no additional cost throughout the project lifecycle.
- Fringe Benefit Statements: Capture fringe benefit data to confirm whether benefits are paid to plan.
- Compliance Monitoring: Ensure adherence to Davis-Bacon Act, Service Contract Act, and Living Wage requirements where applicable.
- Apprentice/Journeyman Tracking: Centralize documentation of apprenticeship programs and verify journeyman-to-apprentice ratios.
- Workforce Tracking: Track workforce utilization metrics (e.g., gender, ethnicity, zip code) and generate reports with up-to-date information.

2. System Integrations

The only integration included is a one-way interface from the B2G Contract Compliance module to the eComply Prevailing Wage module. The specific fields that integrate/interface are limited to those relevant to this connection.

No separate SOW applies; the scope of work is fully defined within this document.

Fields that Interface from B2Gnow to eComply

The table below outlines the fields that will transfer from B2Gnow to eComply.

B2Gnow Field Name	eComply Field Name	B2Gnow Sub Field Names	eComply Sub Field Names
Contract Number	Contract Number	Business Name	Business Name
Contract Title	Contract Name	TaxID Number	Project Name
Contract Value	Current Award Amount	Parent Sub TaxID Number	Current Award Amount
Master Contract Title	Project Name	Date Fields (configurable)	Additional date configurable
Master Contract Type	Project Type	Subcontract Award Date	Assignment Date
Prime TaxID Number	GC Tax Payer ID	Work Start Date	Start Date
Date Fields (configurable)	Award Date, Close date, Bid Date, etc..	Goal Type	Cert Credit Claim
Project Address	Project Address		
Compliance Officer	Compliance Officer		
Secondary Compliance Officer	Secondary Compliance Officer		



3. Estimated Implementation Timeline

Full system rollout is estimated to take approximately 12 weeks from kickoff to go-live, based on B2Gnow's understanding of Cook County's current systems and data quality. Timelines may vary depending on the need for data cleaning or system readiness.

A detailed daily/weekly implementation schedule will be developed in partnership with County project management staff. The go-live may be phased, beginning with an internal launch followed by a broader public rollout and/or subset of the contract universe.

Task	Weeks												
	0	1	2	3	4	5	6	7	8	9	10	11	12
Planning & Discovery													
System Configuration													
Data Migration													
Testing													
Training													
Final Go-Live													

4. Annual Fee Escalation

Annual fee escalation is limited to the greater of:

- (a) the then-applicable percentage of the CPI-U, or
- (b) 5%, per annum.

5. Deliverables – Training and Documentation

As part of standard service, B2Gnow will provide:

- Three (3) remote training sessions during program launch.
- Supplementary materials including:
- Customized user manuals
- Frequently Asked Questions (FAQs)
- Subject-based training videos
- First-step guides for new users

Quote:

				Name: Cook County Quote Date: 5/13/25 Quote Expiration (60 days): 7/1/25 Quote Number: C0071525 Prepared for: Name: Janelle Caroline Email: janelle.caroline@cookcountylt.gov Phone: 312-603-5513			
725 W. McDowell Rd. Phoenix, AZ 85007 602-325-9277 www.b2gnow.com							
eComply Labor Compliance System Quote							
1. Included Modules, Functions, and Services							
Annual Fees: Modules & Services • eComply Pissalizing Wage / Compliance Mgmt CM Module up to \$300M Certified payroll and hourly reporting Fringe benefits statements Compliance: Davis Bacon Act, Service Contract Act, and Living Wage Apprentices/Journeyman tracking and reporting Workforce tracking All standard B2Gnow-eComply Integrations and SOW, if applicable		Base Price \$45,130	Discount 30%	Units 1	One-time Costs \$31,507	Annual Subscription Included in Compl Mgmt Included in Compl Mgmt Included in Compl Mgmt Included in Compl Mgmt	Capacity / Notes Capacity up to \$300 million in construction contract value
					One-time Costs \$0	Annual Subscription \$31,507	
					Y1 only	Y1 and subsequent years	*Subject to escalation terms
Proposal includes all setup, configuration and training: - Project kick-off & planning session - Comprehensive project management - Baseline system configuration - Activation and configuration of included modules - Accounts set up for all staff users - Configuration of notification templates - Configuration of login portal - Staff training							
2. Additional Optional Modules and Optional Services (not included in above quote but can be added at any time)							
Additional Optional Modules • eComply Daily Log On Module - up to \$300M • eComply Field Inspections FS Module - Up to \$300M					Annual \$4,504 \$22,564	Capacity Capacity up to \$300 million in construction contract value Capacity up to \$300 million in construction contract value; Onsite inspections and more	
Optional Services • SAME 2.0 Single Sign-On for staff users • Additional standard interfaces for data export/import (per record type) • Backup Data DVD • Read Only Access System Fee • Development (Custom Reporting, System Customizations) • Data Entry • Additional Onsite Travel					Annual \$5,197 \$5,006 \$1,050 \$2,100 \$710 \$100 At cost	per year per year per backup per each \$100 million in construction volume per hour per hour	
3. Terms				4. Contact			
• Pricing is effective for 60 days from proposal date • All quoted sums invoiced upon contract execution - renewals, if any, invoiced for execution anniversary • Annual fee escalation limited to the greater of (a) the then applicable % of the CPI or (b) 5%, per annum • Services are invoiced Net 30 • Approved travel and other out-of-pocket expenses, if any, are invoiced Net 30 at actual cost. • Pricing does not include any applicable sales or use tax. • No refunds shall be permitted for sums paid to B2Gnow				B2Gnow Debra Johnson debra.johnson@b2gnow.com (602) 325-9277			
By acceptance below, the parties agree that this Order quote form and all related software services shall be subject to the Master Services Agreement between the parties dated:							
ACKNOWLEDGED AND ACCEPTED: <u>Ashley, Inc. dba B2Gnow</u>				ACKNOWLEDGED AND ACCEPTED - Customer:			
Signed:				Signed:			

Attachment B

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

OCPO ONLY:	
☐	Disqualification
☒	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.: 1944-17880-A3	Date: 9/5/2025
Total Bid or Proposal Amount: \$634,237.00	Contract Title: Diversity Management System
Contractor: AskReply INC. d/b/a B2Gnow	Subcontractor/Supplier/ Subconsultant to be added or substitute: A. Alva Rosales & Assoc., LTD
Authorized Contact for Contractor: Ryan Kelly	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Arabel Rosales
Email Address (Contractor): sales@b2gnow.com	Email Address (Subcontractor): arabelAR@alvarosales.com
Company Address (Contractor): 725 W McDowell Rd.	Company Address (Subcontractor): 1900 S Clark St., Suite 102
City, State and Zip (Contractor): Phoenix, AZ 85007	City, State and Zip (Subcontractor): Chicago, IL. 60616
Telephone and Fax (Contractor): 602-325-9277	Telephone and Fax (Subcontractor): 773-865-7313
Estimated Start and Completion Dates (Contractor): 12/1/2025 - 11/30/2026	Estimated Start and Completion Dates (Subcontractor): Not contracted to support the \$31,597.30 inc

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>
Customer Support Services for Cook County Vendors for B2Gnow services ONLY	\$88,406

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.**

AskReply INC. d/b/a B2Gnow

Contractor

AskReply Inc.

Name

Legal Counsel

Title

9/5/2025

Prime Contractor Signature

Date



Memorandum

Date: September 30, 2025

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director
Compliance Center of Excellence
Center of Business Enterprise Development

RE: Contract No. 1944-17880 Amendment 3
Diversity Management System
Business Enterprise Development (BED) - OCPO
Contractor: Ask Reply, Inc. d/b/a B2GNow
Original Contract Amount: \$342,640.00
Original Contract Term: November 28, 2019 – November 27, 2024
Increased Contract Value: \$20,000 and no change to the contract term (Amendment 1)
Revised Contract Value: \$362,640
Increased Contract Value: \$240,000 and extended contract term for 2 years (Amendment 2)
Revised Contract Value: \$602,640
Revised Contract Term: November 28, 2019 – November 27, 2026
Increased Contract Value: \$31,957 and no change to the contract term (Amendment 3)
Revised Contract Value: \$634,237
Sole Source – Professional Service
Contract Goal: 0% MBE/WBE

Dear Mr. Sarrafian:

The Center of Business Enterprise Development is in receipt of the above-reference contract amendment and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance. After careful review, it has been determined this amendment is responsive to the Ordinance.

Original Contract Utilization Plan (Based on \$342,640.00 Contract Value)

MBE/WBE	Status	Certifying Agency	Commitment (Direct)
A. Alva Rosales & Assocs. LTD	MBE (HA)	Cook County	20% \$68,528
Total			20%



COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

Amendment 1 Utilization Plan (Based on Revised Contract Value \$362,640.00)

MBE/WBE	Status	Certifying Agency	Commitment (Direct)
A. Alva Rosales & Assocs. LTD	MBE (HA)	Cook County	18.90% \$68,528
Total			18.90%

Amendment 2 Utilization Plan (Based on Revised Contract Value \$602,640.00)

MBE/WBE	Status	Certifying Agency	Commitment (Direct)
A. Alva Rosales & Assocs. LTD	MBE (HA)	Cook County	14.67% \$88,406
Total			14.67%

Amendment 3 Utilization Plan (Based on Revised Contract Value \$634,237.00)

MBE/WBE	Status	Certifying Agency	Commitment (Direct)
A. Alva Rosales & Assocs. LTD	MBE (HA)	Cook County	13.94% \$88,406
Total			13.94%

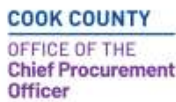
Amendment 3 increases the contract value by \$31,597 from \$602,640 to a revised contract value of \$634,237 and no change to the contract term.

Despite the fact the sole source contract had a 0% MBE/WBE professional services goal, the prime has committed A. Alva Rosales & Associates., LTD to participate on the contract for \$88,406. The vendor has stated that A. Alva Rosales & Associates is not contracted to support the \$31,597.00 increase.

Revised MBE/WBE forms were used in the determination of the responsiveness of this contract amendment.

JC/mm

CC: David May, (Procurement)
Ebru Karapinar, (BED)
Jeanetta Cardine, (BED)



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.cookcountyil.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).

Direct Participation of MBE/WBE Firms

Indirect Participation of MBE/WBE Firms

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

*Current Letter of Certification attached? Yes No

Percent Amount of Participation: _____ %

*Current Letter of Certification attached? Yes _____ No _____

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



MBE/WBE LETTER OF INTENT - FORM 2

CONTRACT #: 1944-17880-A3

MBE Firm: A. Alva Rosales & Assoc., LTD

Certifying Agency: Cook County

Contact Person: Arabel Rosales

Certification Expiration Date: _____

Address: 1900 S Clark St., Suite 102

Ethnicity: Hispanic American

City/State: Chicago, IL Zip: 60616

Blk/Proposed Contract #: 1944-17880

Phone: 773-865-7313 Fax: _____

FEIN #: 364283179

Email: arabelar@alvarosales.com

Participation: ☒ Direct ☐ Indirect

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

AAR will provide customer support services for Cook County through the B2Gnow contract. This initial 5-year contract was valued at \$342,640, and AAR's portion was \$88,528. With Amendment No. 2, the value of the contract was increased; and accordingly, AAR's portion was also increased to \$88,406. With Amendment No. 3, although the value of the contract was increased again, AAR will not be subcontracting on the newly added scope. Therefore, AAR's portion remains at the \$88,406.

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

13.94% - \$88,406 (B2Gnow services only on this contract - includes 5-year base term plus 1st option year.

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 and their signatures to this document until all areas under Description of Service/ Supply and Fee/ Cost were completed.

Signature (MBE)

Arabel Alva Rosales

Print Name

A. Alva Rosales & Assoc.

Firm Name

Sept. 29th, 2025

Date

Subscribed and sworn before me

this 29 day of Sept., 2025

Notary Public

Melissa Flores

Signature (Prime Bidder/Proposer)

Lynn Hang

Print Name

AskReply, Inc. (dba B2Gnow)

Firm Name

9/30/25

Date

Subscribed and sworn before me

this 30 day of Sept., 2025

Notary Public

Kristen L. Rolan

SEAL



**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
6	Cook County Signature Page	EDS 16

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 cookcountyl.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.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

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 sub-paragraphs (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, 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 States 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
N/A	

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: ☒

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: ☒

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. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

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 AskReply Inc.

D/B/A: B2Gnow FEIN # Only: 33-0897731

Street Address: 201 E Washington Street, Suite 500

City: Phoenix State: AZ Zip Code: 85004

Phone No.: 602-325-9277 Fax Number: _____ Email: renewals@b2gnow.com

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
Polaris Growth Fund	1 Marina Park Dr 8th Floor, Boston, MA	56%
Justin Talbot-Stern	201 E Washington Street, Suite 500, PHX, AZ 85004	23%
Frank Begalke	201 E Washington Street, Suite 500, PHX, AZ 85004	14%

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
N/A		

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
Justin Talbot-Stern	201 E Washington Street, Suite 500, PHX, AZ 85004		Ongoing
Frank Begalke	201 E Washington Street, Suite 500, PHX, AZ 85004		Ongoing

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

Lynn Hang

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

Signature

lynn.hang@b2gnow.com

E-mail address

Subscribed to and sworn before me
this 24th day of Sept. 2025

X

Kristen L Rolan
Notary Public Signature

VP and General Counsel

Title

9/24/2025

Date

9/24/2025

Phone Number

My commission expires: 2/14/2027



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. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

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 Polaris Growth Fund I, L.P.

D/B/A: N/A FEIN # Only: 32-0573565

Street Address: One Marina Park Drive, 8th Floor

City: Boston State: MA Zip Code: 02210

Phone No.: (781) 290-0770 Fax Number: N/A Email: lcrockett@polarispartners.com

Cook County Business Registration Number: N/A
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

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
Polaris Growth Fund I, L.P. / One Marina Park Drive, 8th Floor, Boston, MA 02210 / 42.4%		

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
N/A		

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
Polaris Growth Fund GP I, L.L.C. / One Marina Park Drive, 8th Floor, Boston, MA 02210 / 100% (controlling partner of the fund / General Partner			

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
Bryce Youngren / One Marina Park Drive, 8th Floor, Boston, MA 02210 / Managing Member of the General Partner / 2018 - present			

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

Lauren Crockett

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

Lauren Crockett

Signature

lrockett@polarispartners.com

E-mail address

State of Texas County of Dallas
Subscribed to and sworn before me
this 20th day of October, 2025, by Lauren Crockett

X Ariel Murchison
Notary Public Signature

Notary Public, State of Texas 132795705

Electronically signed and notarized online using the Proof platform.

Attorney-in-fact

Title

10/20/2025

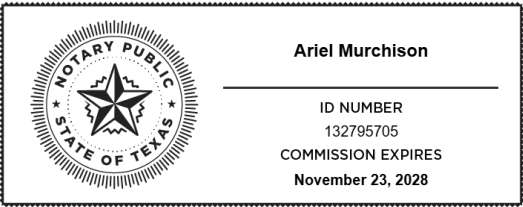
Date

415-523-8313

Phone Number

My commission expires: 11/23/2028

Notary Seal



Completed document

Document



CookCounty-DisclosureofOwn...

Download 

Details

Video meeting

10/20/2025, 8:32 PM, UTC

Access ID

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Notary location

Texas

Notary commission number

132795705

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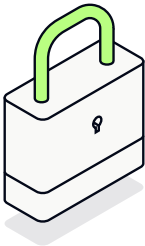
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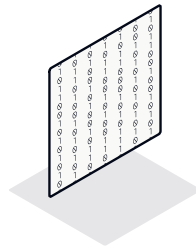
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Access ID:	SDV78E8Y
Access PIN:	FJ8DUK

For more information on how to verify Proof transactions, please visit: support.proof.com



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:

- | | | |
|----------------------------------|--|---------------------------------------|
| ☐ Parent | ☐ Grandparent | ☐ Stepfather |
| ☐ Child | ☐ Grandchild | ☐ Stepmother |
| ☐ Brother | ☐ Father-in-law | ☐ Stepson |
| ☐ Sister | ☐ Mother-in-law | ☐ Stepdaughter |
| ☐ Aunt | ☐ Son-in-law | ☐ Stepbrother |
| ☐ Uncle | ☐ Daughter-in-law | ☐ Stepsister |
| ☐ Niece | ☐ Brother-in-law | ☐ Halfbrother |
| ☐ Nephew | ☐ Sister-in-law | ☐ Halfsister |

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

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: AskReply, Inc. (dba B2Gnow)Address of Person Doing Business with the County: 201 E Washington St, 5h Floor, Phoenix, AZ 85004Phone number of Person Doing Business with the County: 602-325-9277Email address of Person Doing Business with the County: renewals@b2gnow.com

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:

AskReply Inc., d/b/a B2GnowLynn Hang, VP and General Counsel, Lynn.Hang@b2gnow.com**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 proceeding 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: 1944-17880-A3

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 634,237.00

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: David May; Contract Negotiator; david.may@cookcountyil.gov

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: _____

Jeanetta Cardine; Deputy Director Compliance Division ; jeanetta.cardine@cookcountyil.gov (312) 603-5513**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*
N/A			

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*
N/A			

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*
N/A			

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*
N/A			

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*
N/A			

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*
N/A			

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.

	9/24/2025
Signature of Recipient	Date

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. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 1944-17880-A3

County Using Agency (requesting Procurement): Office of the Chief Procurement Officer

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): AskReply Inc., d/b/a B2Gnow

Substantial Owner Complete Name: Polaris Growth Fund

FEIN# 33-0897731

Date of Birth: _____ E-mail address: _____

Street Address: 201 E Washington Street, Suite 500

City: Phoenix State: AZ Zip: 85004

Home Phone: (602) 325 - 9277

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:

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

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- 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: 10/14/2025Name of Person signing (Print): Lynn HangTitle: VP and General CounselSubscribed and sworn to before me this 14th day of October, 20 25

Kristin Quiroga
Notary Public Signature

Notary Seal

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



**JOINT WRITTEN CONSENT OF THE
SOLE MEMBERS AND BOARD OF DIRECTORS
OF
B2GNOW HOLDINGS, INC.
B2GNOW BUYER, INC.
ASKREPLY, INC.
PANTHER INTERNATIONAL, LLC
ECOMPLY SOLUTIONS LLC**

May ^(LH)13 2025

The undersigned, constituting the board of directors of B2Gnow Holdings, Inc., a Delaware corporation ("B2Gnow Holdings"), B2Gnow Buyer, Inc, a Delaware corporation ("B2Gnow Buyer"), and AskReply, Inc., an Arizona corporation ("AskReply"), the sole member of Panther International, LLC, a Florida limited liability company ("Panther") and the sole member of eComply Solutions LLC, a Washington limited liability company ("eComply" and, collectively with B2Gnow Holdings, B2Gnow Buyer, AskReply and Panther, the "Companies"), acting in accordance with applicable law and the governing documents of each respective Company, do hereby take the following actions and adopt the following resolutions by written consent, which consent may be executed in any number of counterparts, each of which when so executed shall be an original, but all of which together shall constitute one and the same instrument, which consent shall be effective as of the date hereof:

Officer Appointments

RESOLVED, the undersigned hereby approve and ratify Lynn Hang's appointment as each Companies' General Counsel, to serve until a successor is duly appointed and qualified or until her earlier resignation or removal;

RESOLVED, that the undersigned ratify and reaffirms the following persons as officers of each Company to the offices set forth opposite their respective names, to serve until their respective successors are duly elected and qualified or until any such officer's earlier resignation or removal:

<u>Name</u>	<u>Title</u>
Bryan Proctor	President and Chief Executive Officer
Sabrina Chiasson McLaughry	Vice President
Guzin Caglayan	Chief Financial Officer, Secretary and Treasurer
Ryan Kelly	Chief Revenue Officer
Aimee Escobar	Chief Operating Officer
Lynn Hang	General Counsel

RESOLVED, that the undersigned hereby remove any officers of each Company serving in positions inconsistent with the officer positions set forth above; and

RESOLVED, that, the authorized officers of each Company, as ratified above, are, and each hereby is, authorized to execute and deliver any agreement in the name of such Company

and to otherwise obligate such Company with respect to the business of such Company, as generally pertains to their respective offices, subject to control of the Board of B2Gnow Holdings; provided, however, that the Board of B2Gnow Holdings may adopt from time to time specific limitations on the authority of such authorized officers.

Omnibus Resolutions

NOW, THEREFORE, BE IT RESOLVED, that the “Authorized Officers” of each Company means each of the Chief Executive Officer, Chief Financial Officer, President, General Counsel, Vice President, Secretary and Treasurer and any other officer or authorized person of each Company, acting alone or in combination with one another;

FURTHER RESOLVED, that the Authorized Officers of each Company be, and each of them hereby is, authorized, in the name and on behalf of such Company, (i) to execute and deliver in the name of and on behalf of such Company any and all documents, agreements and instruments to effect any of the foregoing resolutions, all with such changes therein as any such Authorized Officer may deem necessary or desirable, and (ii) to take such action (including, without limitation, the filing of any and all applications and the payment of any and all filing fees and expenses), or to cause such Company or any other person to take such action as may in the judgment of such Authorized Officer so acting be necessary or desirable in connection with, or in furtherance of, any of the foregoing resolutions, and the execution and delivery of any such document, agreement or instrument or the taking of any such action shall be conclusive evidence of such Authorized Officer’s authority hereunder to so act;

FURTHER RESOLVED, that each Company is hereby authorized and directed to pay all fees and expenses incurred in connection with the execution and performance of the transactions contemplated by the foregoing resolutions;

FURTHER RESOLVED, that all actions previously taken by any Authorized Officer and any other officer, as applicable, of each Company on behalf of such Company in connection with any matter referred to in or contemplated by any of the foregoing resolutions are hereby ratified, confirmed and approved in all respects; and

FURTHER RESOLVED, this consent may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be considered one and the same instrument, and that this consent may be executed by facsimile or PDF.

* * * *

IN WITNESS WHEREOF, this written consent has been executed as of the date first written above.

SOLE MEMBER OF PANTHER
INTERNATIONAL, LLC

ASKREPLY, INC:

Signed by:
Justin Talbot-Stern
By: D85B6DBA87004B9...
Name: Justin Talbot-Stern
Title: Authorized Officer

SOLE MEMBER OF ECOMPLY SOLUTIONS
LLC

ASKREPLY, INC:

Signed by:
Justin Talbot-Stern
By: D85B6DBA87004B9...
Name: Justin Talbot-Stern
Title: Authorized Officer

IN WITNESS WHEREOF, this written consent has been executed as of the date first written above.

BOARD OF DIRECTORS OF B2GNOW BUYER,
INC.

Signed by:

Dan Lombard

38BC88C911E8478
DAN LOMBARD

DocuSigned by:

Sabrina Chiasson McLaughry

31D4A074B7C14D2
SABRINA CHIASSON MCLAUGHRY

IN WITNESS WHEREOF, this written consent has been executed as of the date first written above.

BOARD OF DIRECTORS OF ASKREPLY, INC.

Signed by:

Dan Lombard

3B8C88C911E8478...
DAN LOMBARD

DocuSigned by:

Sabrina Chiasson McLaughry

31D4A074B7C14D2...
SABRINA CHIASSON MCLAUGHRY

DocuSigned by:

Bryce Youngren

05D694914E7549D...
BRYCE YOUNGREN

Signed by:

Justin Talbot-Stern

D85D66BBA67664B9...
JUSTIN TALBOT-STERN

DocuSigned by:

Frank Begalke

F8DF5089E4C04D3...
FRANK BEGALKE

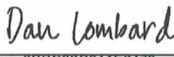
Signed by:

Bryan Proctor

260908F230624E1...
BRYAN PROCTOR

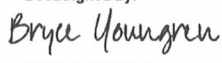
IN WITNESS WHEREOF, this written consent has been executed as of the date first written above.

BOARD OF DIRECTORS OF B2GNOW
HOLDINGS, INC.

Signed by:

38BC88C911E8478...
DAN LOMBARD

DocuSigned by:

34D4A674B7C14B2...
SABRINA CHIASSON MCLAUGHRY

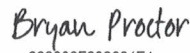
DocuSigned by:

05D664914E7549D...
BRYCE YOUNGREN

Signed by:

D8586D8A87064B0...
JUSTIN TALBOT-STERN

DocuSigned by:

F8DF5989E4C04D3...
FRANK BEGALKE

Signed by:

260006F239624E1...
BRYAN PROCTOR

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

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

AskReply Inc., d/b/a B2Gnow

Corporation's Name

602-325-9277

Telephone

Secretary Signature

President's Printed Name and Signature

bryan.proctor@b2gnow.com

Email

10/22/2025

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 Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

22 day of 10, 2025

My commission expires: July 7, 2027

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.