

AMENDMENT NO. 1

This Amendment modifies Contract No. 1950-18041, for PINMAP Upgrade, Enhancement, & Maintenance by and between the County of Cook, Illinois, herein referred to as "County" and Great Arc Technologies, 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 County Board on July 30, 2020, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide PINMAP Upgrade, Enhancement, & Maintenance (hereinafter referred to as the "Services") from August 1, 2020 through November 30, 2023, in an amount not to exceed \$888,493.77, with two (2) one-year renewal options; and

Whereas, the Contract will expire on November 30, 2023 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 \$149,500.00; and

Whereas, pursuant to Article 4 Section C of the Contract, the County and Contractor desire to renew the Contract for one (1) year beginning on December 1, 2023 through November 30, 2024.

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 November 30, 2024.
2. The Contract is hereby amended to incorporate Attachment A and made part of the Contract.
3. The Contract is increased by \$149,500.00 and the Total Contract Amount is revised to \$1,037,993.77.
4. Article 11, Notices, is amended to update the County addresses as follows:

Cook County Director of GIS
Attention: Mr. Todd Schuble
161 N. Clark Street, Suite 500
Chicago, Illinois 60601-3240
With a copy by email to: BOT.Legal@cookcountyil.gov
(Include County Contract Number 1950-18041 on all notices)

Office of the Chief Procurement Officer
161 N. Clark Street, Suite 2300
Chicago, IL 60601-3240
(Include County Contract Number 1950-18041 on all notices)

5. 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 A are incorporated and made a part of this Contract.
6. 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. 1 to be executed on the date and year last written below.

County of Cook, Illinois

By: Raffi Sarrafian
Chief Procurement Officer

Digitally signed by Raffi Sarrafian
Date: 2024.02.15 11:25:33 -06'00'

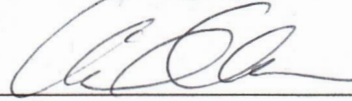
Date: _____

By: Brian Tracy
State's Attorney (if applicable)

Brian Tracy
Type or print name (if applicable)

Date: 2/14/2024

Great Arc Technologies, Inc.


Signed

MICHAEL T SCANLON
Type or print name

PRESIDENT
Title

Date: 12/19/2023

ATTACHMENT A

Statement of Work (SOW) for

Cook County Government

Office of the Chief Procurement Officer

Task Order Request (TOR) in Reference to Cook County Specification No. 1488-14270 & 1488-14183 Category 2

Task Order No. 1950-18041:

PINMAP Upgrade, Enhancement & Maintenance

PINMAP 2 EXTENSION

For Geographic Information Systems (GIS) Department
Bureau of Technology

11/07/2023

By

Great Arc Technologies, Inc.

With Subcontractors

Pro-West & Associates, Inc.

Scarfe Consulting, LLC

Esri, Inc.

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Section 1: Executive Summary

Project Understanding and Approach

For this Statement of Work (SOW) the Great Arc team comprised of Great Arc Technologies (Great Arc), Scarfe Consulting (Scarfe), Pro-West & Associates (Pro-West), and Esri, will continue maintaining the PINMAP system that our team built and has maintained since 2013.

Great Arc will continue as the Prime contractor, directing all efforts and coordinating the same through a SharePoint tracking site. We will retain responsibility for maintaining the web portion of the PINMAP application, as well as maintaining the tabular portion of the database. Pro-west will retain responsibility for any fixes or enhancements to the desktop portion of the application as well as maintenance of the spatial data. Scarfe Consulting will continue the role of day-to-day project management (coordinate communications and meetings, update the SharePoint site), perform any required needs assessments, create or update documentation, and perform any required training. In addition, Scarfe will continue with the user and integration testing that is required after any bug fixes or new functionality has been added to the application. Esri will continue in a limited support role.

Our team is extremely qualified to continue the maintenance of PINMAP. With our long history with PINMAP and its predecessor application, we bring all of the required technical expertise as well as a thorough knowledge of the working application, the code it is built on, and the underlying database and integration scripts and processes.

We propose to continue maintaining PINMAP 2.0 under an Extension to the current maintenance for one additional year, from 12/1/2023 through 11/30/2024.

. This maintenance will include application support of a technical and advisory nature, minor fixes, database maintenance and oversight, troubleshooting user issues, and other related tasks as directed by Cook County. Cook County reserves the right to extend the project by one additional one year term beyond this one-year Extension, the cost of which is not included in this SOW.

This Extension will be invoiced time & materials, with no phases, and specific scope items to be determined during the contract and managed using the Cook County SharePoint site. Specific Maintenance task details are listed in Section 2 of this SOW.

The Great Arc Team

The Great Arc team is comprised of the following members. Note that our history at Cook County, and roles on this team, are also described at the beginning of this section.

Great Arc Technologies, Inc.

Great Arc is a full-service, Chicago-based technology consulting firm, providing application development, GIS and spatial data expertise, and database administration and related enterprise services to all levels of government, utility clients, and corporate and private firms. We have provided

services to Cook County for over 22 years and have had direct involvement in the original and current versions of the parcel maintenance application (now PINMAP), year 2017 PINMAP maintenance, as well as several projects where we upgraded to current versions of Esri software, made application enhancements, and migrated the database from DB2 to SQL Server.

Our proposed role for this Task Order is: Prime Contractor; Project Administration; SharePoint Issue Tracking Site management; Web-based application code maintenance; Tabular database maintenance and updates; Overall database management; Code repository migration and management; and related tasks.

Pro-West & Associates, Inc.

Pro-West & Associates has been working with Cook County for over a decade. GIS services provided to Cook have included application development and maintenance, data development and conversion, system integration, Esri technical expertise, and custom training, extending across multiple departments and business functions. Pro-West is an Esri Gold Business Partner, ArcGIS for Local Government Specialty Partner, and ArcGIS Online Specialty Partner.

Pro-West's proposed role for this Task Order is: Desktop application code maintenance; Spatial database and parcel fabric maintenance and updates; Assistance with Map Generation; and related tasks

Scarfe Consulting, LLC

SCLLC provides technology and management consulting for the public sector. Our focus is in the following areas: project management, business process assessments and re-engineering, application implementations, strategic planning, and Geographic Information Systems (GIS) consulting. SCLLC has successfully completed 23 projects with Cook County where these projects were of a similar nature to this proposed project especially in the areas of inter-agency facilitation, onsite task management, requirements gathering, issue resolution management, application testing and conducting training with County staff. SCLLC brings extensive business knowledge and subject matter expertise to this project through previous projects. Previous projects included the MapMaker Application Update Project, the Assessor Mobile Field Solution Project, Software and Application Maintenance Upgrade Project, the Parcel Maintenance System Assessment Project, the ArcGIS COTS Walkthrough Workshop, and the most recent PINMAP Application Development Project.

Scarfe's proposed role for this Task Order is: Provide Project Management, Needs Assessment, Documentation, Bug/Bug-fix Tracking, Training, Testing and related services in support of this Task Order.

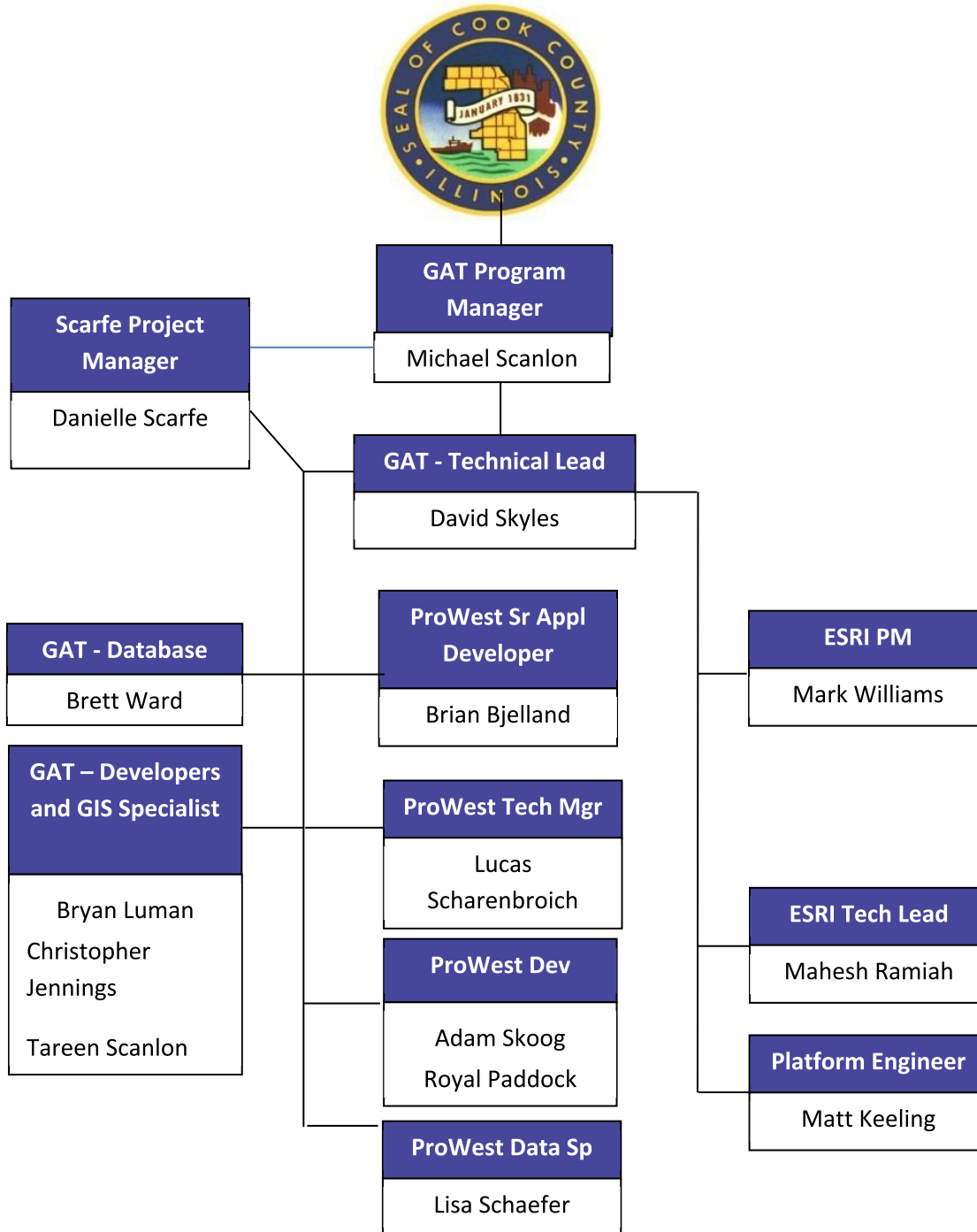
Esri, Inc.

Environmental Systems Research Institute is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management applications, and related services. Esri has provided software and services to Cook County for many years and has had direct involvement in the original and current versions of the parcel maintenance application (now PINMAP).

Esri's proposed role for this Task Order is: Technical support on an as needed basis

Organization Chart

See **Section 4: Key Personnel** for staff descriptions.



Section 2: Project Management Approach, Schedule and Deliverables

Project Methodology

To manage issues and risks, we will use 2 SharePoint bug/issue tracking sites, one by Great Arc for the internal project development team to track issues during development, and the other hosted by Cook County for tracking issues and bugs as reported by the County as functionality and upgrades are deployed. The County SharePoint tracking site will be the main driver of issues discussed in status meetings and written reporting and be used to identify whether issues are in or out of scope, to prioritize the severity of the issues, and to track when fixes are completed and approved.

The PINMAP Maintenance portions of the project will primarily be managed using the SharePoint issue tracking. The Maintenance will not be broken into Sprints, but work will instead be identified, prioritized and tracked using SharePoint.

Attachment III Project Deliverables

The Great Arc Team will provide the following required project deliverables.

Scope

Maintenance

Maintenance Tasks

As the Great Arc team has been doing for the last 6 years, we will perform the Maintenance tasks for the PINMAP system. This will include issue tracking, bug fixes, testing, analysis etc. associated with maintenance of the current Production version of PINMAP. Specifically, we will do the following:

1. The Great Arc team will continue bug-fixes listed on the SharePoint issue tracking site, and based on priority.
2. All bug-fixes to the system will be fully tested. Once the fixes have passed testing in Development, SharePoint will be updated to reflect progress. Based on an agreed upon schedule, updated code will be pushed to the Test environment for Cook testing. Cook will test all fixes in Test. If the tests fail, SharePoint will be updated, and Great Arc will look further into the issues. Otherwise, the updated code will be pushed to Cook Production on an agreed upon schedule and procedure.
3. Any documentation that requires updating based on application fixes will be updated.
4. Any bug fixes to the system that are beyond currently scoped functionality may require a small needs assessment to determine the exact scope of functional changes or additions. In this case, that assessment will be made and presented to Cook to determine whether or not to proceed with that work.

SECTION 2:

PROJECT MANAGEMENT APPROACH, SCHEDULE, AND DELIVERABLES



5. Assuming the County hosts or licenses the code repository, code will be pushed from Development according to agreed-upon rules.
6. Great Arc will provide monthly Status Reporting, driven by updates to the SharePoint project tracking and issue list.

PINMAP Maintenance Phases

We propose to continue maintaining PINMAP 2.0 under an Extension to the current Maintenance contract for one additional year, from 12/1/2023 through 11/30/2024.

Establish Maintenance Request Management System

For the current PINMAP Maintenance project, we have used the Cook County SharePoint issue tracking site and plan to continue using it as well as the current tracking and reporting procedures.

Great Arc Team Application Development Skills

The Great Arc team has extensive application development skills, including skills required to develop against Esri Technology. Specific to this SOW, we can confirm the following are included in our skill set:

- HTML/JavaScript
- Python
- C#
- SQL Server DBA Skills
- SQL Reporting Services
- Familiarity with:
 - LINQ
 - ArcObjects
- Esri ArcGIS Desktop, ArcSDE, and ArcServer

Great Arc Environment Setup

We will continue maintaining Development/Test environments that as closely as possible reflect the Test and Production environments at Cook County.

We will continue using a SharePoint issue tracking site for tracking Development issues internal to the Great Arc team.

Assumptions This Section

- The County will continue to provide Great Arc with VPN Access.
- The County will continue to provide Great Arc with the necessary user rights to perform any installation and configuration of the software.
- The County Test and Production Environments will continue to be maintained and configured with the appropriate software by Cook County.

Quality Assurance

Great Arc and Pro-West will have the respective parts of the application running in Development environments at their offices. If a code change is required. We will:

1. Check the current code release out of the repository.
2. Make the required code fix.
3. Unit test any code changes.
4. Perform cursory testing in Development.
5. Push changes to the Cook Test Environment where we will perform full user and integration testing utilizing existing test cases. If required, test cases will be updated, or new ones created if they did not already exist.
6. In the Cook Test Environment, Cook will perform user testing using real scenarios in combination with test cases. If it fails, the cycle will repeat back at step 2.
7. If testing passes, the code will be pushed to the County's GitHub code repository in order to build a release of the application that will be pushed to Cook Production. Once the software has been rebuilt and is ready for deployment, Great Arc will work with the County to schedule a deployment release.
8. Note that user documentation and test cases were created as part of the original PINMAP development and will be used and extended as necessary.
9. Also note that any issues found during the County's Testing will be documented and tracked on the County's SharePoint site.

Knowledge Transfer and Training

Change Management

The objective of developing the change management procedures are to formalize the requests made during the lifecycle of the project which can affect scope, project deliverables, and application functionality. These changes may influence the schedule, budget, staff resources, and deliverable content/functionality. Once the request is made, the core project team will work together to understand the request, evaluate the justification for implementation, determine if alternate options are available and then make the decision. As part of the process when assessing a requested change, Great Arc will review the request to determine the impact, cost, benefit and the risk of the proposed changes. The plan developed to assist in this process will ensure that standardized methods and procedures are in place to efficiently manage all the requested changes to minimize impact on the project scope and schedule. The main objective is to minimize project disruptions, to reduce the need to change major milestones and to ensure proper utilization of staff resource time.

Contract/Change Management Procedures

1. Once the Scope of Work has been approved, any requested work that is not explicitly identified in it must be put through a Change Control procedure.
2. Change Control procedures will be used to accomplish the following:
 - a. To determine if the work is out of scope.
 - b. To determine the changes that must be made to any system components in order to effect the change.
 - c. To determine any associated cost.
 - d. To identify any necessary schedule changes, and whether the change would be part of the current release or a future release.
3. Change Control procedures will be established as part of every project.

Upon determining that requested work is out of scope, Cook County will complete a Change Order Request form describing the request. Great Arc will estimate changes to the cost, tasks, and schedule, and submit those estimates to Cook County. If approved, that work will be added to the project and costs, tasks, and schedules updated accordingly.

Knowledge Transfer

It is important to consider the knowledge transfer approach when working with staff to resolve and improves processes related to PINMAP and the cross-departmental business operations. Great Arc must consider a knowledge transfer approach to organize, create, capture and distribute the knowledge gained through resolving issues or gathering requirements to ensure its access for future users of the system. This will be accomplished by deciphering issues, documenting them, determining best practices to gain efficiencies, and sharing this back to the team. One method will be to log issues in a single repository, such as SharePoint, and ensure that this information is kept up to date as the issues is worked. All support documentation will be attached, and resolutions documented so that the item has a complete history, from start to finish, of the final implementation decision.

General Assumptions

1. It is assumed that any unused Maintenance budget from the base project will be carried over into this Extension, in addition to any funds that might be added as part of the Extension.
2. Invoicing will be monthly for both Maintenance and other tasks. Payment will be made on: Maintenance hours invoiced for the previous month; actual Project Management hours expended the previous month.

SECTION 2:

PROJECT MANAGEMENT APPROACH, SCHEDULE, AND DELIVERABLES



Updated Project Schedule

| <i>Project Phase</i> | <i>Start Date</i> | <i>End Date</i> | <i>Fiscal Year</i> |
|---|--------------------------|------------------------|---------------------------|
| PINMAP 2.0 Maintenance – Extension Year 1 | 12/1/2023 | 11/30/2024 | 2024 |
| | | | |

Section 3: Key Personnel

Proposed Project Staffing

The following is a listing of all staff available from each of the Prime and Subcontractors that are available for this project. The data grid that follows lists additional information.

Great Arc Technologies, Inc.

Michael Scanlon – Program Manager (overall Task Order management)

David Skyles – Technical Lead

Brett Ward – Database Administration, Developer

Bryan Luman - Developer

Christopher Jennings – Developer

Tareen Scanlon – GIS Specialist

Scarfe Consulting LLC

Danielle Scarfe – Project Management/Needs Assessment/Documentation/Testing

Pro-West & Associates, Inc.

Brian Bjelland – Senior Application Developer

Lucas Scharenbroich - Technology Manager

Adam Skoog - Application Developer

Royal Paddock - Application Developer

Lisa Schaefer, GISP - Geospatial Data Specialist

Esri, Inc.

Mark Williams – PM

Mahesh Ramiah – Technical Lead

Matt Keeling – Platform Engineer

| Name | Experience | Title | Availability (Full/Part Time) | Time (%) |
|----------------------|------------|-------------------------------------|----------------------------------|-------------|
| Michael Scanlon | 20+ years | Program Manager / Senior Developer | Full | 50 |
| Danielle Scarfe | 20+ years | Project Manager/Needs Assmt/Testing | Full | 50 |
| David Skyles | 20+ years | Technical Lead/Senior Developer | Full | 50 |
| Brett Ward | 20+ years | Database Administrator | Full | 50 |
| Bryan Luman | 15+ years | GIS Developer | Full | 50 |
| Christopher Jennings | 15+ years | GIS Developer | Full | 50 |
| Tareen Scanlon | 10+ years | GIS Specialist | Part | 25 |

SECTION 3:
KEY PERSONNEL



| | | | | |
|-----------------------|-----------|-------------------------------------|------|----|
| Brian Bjelland | 14+ years | Senior Application Developer | Full | 50 |
| Lucas Scharenbroich | 14+ years | Technology Manager | Full | 25 |
| Adam Skoog | 8+ years | Application Developer | Full | 25 |
| Royal Paddock | 8+ years | Application Developer | Full | 25 |
| Lisa Schaefer | 17+ years | GISP - Geospatial Data Specialist | Full | 50 |
| Mark Williams | 10+ years | PM | Full | 10 |
| Mahesh Ramiah | 10+ years | Technical Lead | Full | 10 |
| Matt Keeling | 10+ years | Platform Engineer | Full | 10 |

Section 4: Subcontracting or Teaming

See section 1: Executive Summary for a description of the team members comprising the Great Arc team for this project, their respective roles, as well as an organization chart. As described in that section, all of the team members in this SOW were the original team that built the PINMAP system and have maintained it since. The team member roles have been consistent throughout, with the exception that once the Maintenance phase began, Great Arc took over the prime contractor role and Esri become a supporting subcontractor.

Aside from PINMAP, all team members have a long and successful history of project work with Cook County. Esri has been supplying and supporting their technology to Cook County for over 2 decades. Great Arc has also provided expert GIS services to the County for over 2 decades.

Contractor Roles

Great Arc Technologies, Inc.

Prime Contractor, Project Administration, Application development and support of the web portion of PINMAP, Database Administration, and related tasks.

Scarfe Consulting, LLC.

Project Management, Requirements Analysis, Documentation, Testing, Training and related tasks.

Pro-West & Associates, Inc

Esri Technical expertise, responsible for the ArcMap portion of PINMAP and the Parcel Fabric, and related tasks.

Esri, Inc.

Esri Subject Matter Experts, technical support related to their technology.

Contact Information for Each Contractor

Prime Contractor

Great Arc Technologies, Inc.
401 S. LaSalle Street, Suite 702
Chicago, Illinois 60605
312-726-4848
Contact: Michael Scanlon, President

Subcontractors:

Scarfe Consulting LLC
11917 Parkside Drive
Fairfax, VA 22033
815-970-2418
Contact: Danielle Scarfe

SECTION 4:
SUBCONTRACTING OR TEAMING



Pro-West & Associates, Inc.
8239 State 371 NW
Walker, MN 56484
218-547-3374 x108
Contact: Kendis Scharenbroich

Esri, Inc.
380 New York Street
Redlands, CA 92373
360-754-4727 x 1-8915
Contact: Mark Williams

Updated Identification of Subcontractor Forms follow this page

**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.: 1950-18041 EXTENSION | Date: 11/07/2023 |
| Total Bid or Proposal Amount: \$149,500.00 | Contract Title: 1950-18041: PINMAP 2 Extension |
| Contractor: Great Arc Technologies, Inc. | Subcontractor/Supplier/ Subconsultant to be added or substitute: Scarfe Consulting, LLC. |
| Authorized Contact for Contractor: Michael Scanlon | Authorized Contact for Subcontractor/Supplier/ Subconsultant: Danielle Scarfe |
| Email Address (Contractor): mscanlon@greatarc.com | Email Address (Subcontractor): dscarfe@dsgis.com |
| Company Address (Contractor): 401 S. LaSalle St, Suite 702 | Company Address (Subcontractor): 11917 Parkside Dr |
| City, State and Zip (Contractor): Chicago, IL 60605 | City, State and Zip (Subcontractor): Fairfax, VA 22033 |
| Telephone and Fax (Contractor): 312-726-4848 | Telephone and Fax (Subcontractor): 815-970-2418 |
| Estimated Start and Completion Dates (Contractor): 12/01/2023-11/30/2024 | Estimated Start and Completion Dates (Subcontractor): 12/01/2023-11/30/2024 |

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> |
|---|--|
| Functional Requirements Analysis, PM, Documentation, & Rel Services | T&M to \$52,369.06 max |

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.**

Great Arc Technologies, Inc.

Contractor

Michael Scanlon

Name

President

Title

Prime Contractor Signature

11/07/2023

Date

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

| | |
|--------------------------|------------------|
| OCPO ONLY: | |
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| Contractor: Great Arc Technologies, Inc. | Subcontractor/Supplier/ Subconsultant to be added or substitute: Pro-West & Associates, Inc. |
| Authorized Contact for Contractor: Michael Scanlon | Authorized Contact for Subcontractor/Supplier/ Subconsultant: Kendis Scharenbroich |
| Email Address (Contractor): mscanlon@greatarc.com | Email Address (Subcontractor): kscharen@prowestgis.com |
| Company Address (Contractor): 401 S. LaSalle St, Suite 702 | Company Address (Subcontractor): 8239 State 371 NW |
| City, State and Zip (Contractor): Chicago, IL 60605 | City, State and Zip (Subcontractor): Walker, MN 56484 |
| Telephone and Fax (Contractor): 312-726-4848 | Telephone and Fax (Subcontractor): 218-547-3374 x108 |
| Estimated Start and Completion Dates (Contractor): 12/01/2023-11/30/2024 | Estimated Start and Completion Dates (Subcontractor): 12/01/2023-11/30/2024 |

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> |
|---|--|
| Code Maint: Dsktp Appl; Spat DB/Parc Fabr Migr; Rel Tasks | T&M to \$24,947.87 max |

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.**

Great Arc Technologies, Inc.

Contractor
 Michael Scanlon
 Name
 President
 Title

 Prime Contractor Signature
 11/07/2023
 Date

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

| | |
|--------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
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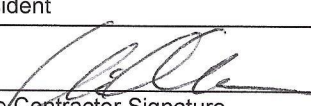
| | |
|--|--|
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| Authorized Contact for Contractor: Michael Scanlon | Authorized Contact for Subcontractor/Supplier/ Subconsultant: Mark Williams |
| Email Address (Contractor): mscanlon@greatarc.com | Email Address (Subcontractor): mwilliams@esri.com |
| Company Address (Contractor): 401 S. LaSalle St, Suite 702 | Company Address (Subcontractor): 380 New York Street |
| City, State and Zip (Contractor): Chicago, IL 60605 | City, State and Zip (Subcontractor): Redlands, CA 92373 |
| Telephone and Fax (Contractor): 312-726-4848 | Telephone and Fax (Subcontractor): 360-754-4727 x 1-8915 |
| Estimated Start and Completion Dates (Contractor): 12/01/2023-11/30/2024 | Estimated Start and Completion Dates (Subcontractor): 12/01/2023-11/30/2024 |

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> |
|--|--|
| Assist w/ Database Rel Tasks, Esri Data & Tech Subject Matter Expertise, and Rel Tasks | T&M to \$6,956.00 max |

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.**

Great Arc Technologies, Inc.

Contractor
Michael Scanlon
Name
President
Title

Prime Contractor Signature
11/07/2023
Date

Section 5: MBE/WBE Participation

We have a level of MBE/WBE participation on this Extension of 0%.

Section 6: Business Continuity and Recovery

This is not required

Section 7: Logistics

Work in support of this contract will primarily be done at Great Arc's office and our subcontractors' offices. However, Great Arc will be available to come on site to County facilities as required for meetings, software installation support, or other needs, as necessary and as directed by the County. We anticipate all of this to occur during normal business hours.

In most cases, we will not need any space or equipment from Cook County except for what Cook would need to provide for on-site meetings.

Section 8: Costs

| <u>Category/Subcategory</u> | <u>Cost</u> | <u>FY</u> |
|---|---------------------|-----------|
| <u>Contract One-Year Extension</u> | | |
| <u>Maintenance</u> | | |
| PINMAP 2.0 Maintenance – One-Year Extension (Beginning 12/1/2023) | \$149,500.00 | 2024 |
| | | |
| <u>Travel Costs</u> | | |
| None | \$0 | 2024 |
| | | |
| <u>Grand Total Cost for One-Year Extension</u> | \$149,500.00 | |

Notes:

- Maintenance is Time and Material up to that budgeted amount.

Screenshots of the Cost Spreadsheet follow this page.



COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer
1950-18041: PINMAP 2 Extension - PRICING PROPOSAL

Instructions

Proposers are required to provide input in blue cells only.
 All costs associated with the implementation of the proposed solution must be itemized and submitted in excel format. **PDF files will not be accepted.**
 If cost is not applicable, Proposer must enter zero (\$0).
 Cook County will assume zero (\$0) cost on blank cells.
 When the pricing proposal is complete, Proposer must validate the final Total Cost columns.
 Insert "not applicable" in the notes column if a given line item does not apply.
 It is the responsibility of Proposers to contact the Office of the Chief Procurement Officer in a timely manner if formula/cell errors are found.

Company Name Great Arc Technologies, Inc.

| ID | Phased Costs | Manually enter the expected cost associated with Phase 1, 2 or other | Year One Totals |
|-------|-----------------------------|--|-----------------|
| 1.001 | Project Cost - Maintenance | \$ 149,500.00 | |
| 1.002 | | \$ - | |
| 1.003 | Project Cost - Other Phases | \$ - | |
| 1.004 | *Total Project Cost | \$ 149,500.00 | \$ 149,500.00 |
| 1.005 | | \$ - | \$ - |
| 1.006 | | \$ - | \$ - |
| 1.007 | | \$ - | \$ - |

Cook County makes no guarantee that the services or products identified in this Task Order will be required. Proposers must return this pricing proposal in excel format.

*If these cells are not identical, there may be an issue with your calculations. Please validate your totals and communicate any potential errors to the Procurement Office.



COOK COUNTY GOVERNMENT
 Office of the Chief Procurement Officer
 1950-18041: PINMAP 2 Extension - PRICING PROPOSAL

Instructions

Proposers are required to provide input in blue cells only.
 All costs associated with the implementation of the proposed solution must be itemized and submitted in excel format. PDF files will not be accepted.
 If cost is not applicable, Proposer must enter zero (\$0).
 Cook County will assume zero (\$0) cost on blank cells.
 When the pricing proposal is complete, Proposer must validate the final Total Cost columns.
 Insert "not applicable" in the notes column if a given line item does not apply.
 It is the responsibility of Proposers to contact the Office of the Chief Procurement Officer in a timely manner if formula/cell errors are found.
 Use the notes column to provide additional details

| ID | Company Name | Description | Unit of Measure | Cost per Unit | Quantity | Total Cost | Year One Costs | Notes |
|-------|--------------|--|-----------------|---------------|----------|------------|----------------|--|
| 2.001 | | | | | | \$ - | \$ - | |
| 2.002 | | Maintain PINMAP 2 including: code bug fixes, analysis, design, development, documentation, testing, issue and status reporting, project management | 1 | \$ - | 1 | \$ - | \$ 149,500.00 | Note the following: 1)This dollar amount is an estimate only based on Hourly rates provided - actual hours spent by each resource is what will be invoiced; 2) See the Professional Services tab in this spreadsheet for rates; 3)This estimate is for the time period 12/1/2023 through 11/30/2024. |
| 2.003 | | PINMAP 2.0 Maintenance - Year 2024 | | \$ - | | \$ - | | |
| 2.004 | | | | \$ - | | \$ - | | |
| 2.005 | | | | | | \$ - | | |
| 2.006 | | | | | | \$ - | | |
| 2.007 | | Support and Maintenance Annual Total | | | | \$ - | | |

Software Costs

| ID | Module Name | Unit of Measure | Cost per Unit | Quantity | Total Cost | Year One Costs | Notes |
|-------|-------------|-----------------|---------------|----------|------------|----------------|-------|
| 2.008 | | | | | \$ - | | |
| 2.009 | | | | | \$ - | | |
| 2.010 | | | | | \$ - | | |
| 2.011 | | | | | \$ - | | |
| 2.012 | | | | | \$ - | | |
| 2.013 | | | | | \$ - | | |
| 2.014 | | Software Total | | | \$ - | \$ - | |

Hardware Costs

| ID | Item (servers, PCs, laptops, scanning peripherals, wiring, WIFI Access Points, etc.) | Unit of Measure | Cost per Unit | Quantity | Total Cost | Year One Costs | Notes |
|-------|--|-----------------|---------------|----------|------------|----------------|---|
| 2.015 | | | | | \$ - | \$ - | |
| 2.016 | | | | | | | |
| 2.017 | | | | | | | |
| 2.018 | | | | | | \$ - | |
| 2.019 | | | | | | | |
| 2.020 | | | | | | | |
| 2.021 | | | | | | | |
| | | Hardware Total | | | \$ - | \$ - | Hardware costs for specialty hardware that can only be purchased via the Resource |

| | | |
|-----|---|------|
| 2 | HW and SW Project Cost - 3 Year Total | \$ - |
| 2.1 | HW and SW Project Cost - Year One Total | \$ - |

Cook County makes no guarantee that the services or products identified in this Task Order will be required.
 Proposers must return this pricing proposal in excel format.



**COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer
1950-18041- PINMAP 2 Extension - PRICING PROPOSAL**

Instructions

- Proposers are required to provide input in blue cells only.
- All costs associated with the implementation of the proposed solution must be itemized and submitted in excel format.
- If cost is not applicable, Proposer must enter zero (\$0).
- Cook County will assume zero (\$0) cost on blank cells.
- When the pricing proposal is complete, Proposer must validate the final Total Cost columns.
- Insert "not applicable" in the notes column if a given line item does not apply.
- All participating service providers must complete this pricing proposal worksheet as part of their submission for this Task Order.
- Proposers are asked to provide their proposed roles and associated costs to support the overall implementation of the scope as defined in the Task Order document.
- For each role, Proposer must provide the following information:
 - Role: In column A, provide the role or job title
 - Description: In column B, provide a detailed job description for each role
 - Level: In column C, provide the experience level, designated as I, II, or III. To ensure consistency in responses, levels are defined as Level I = 2-5 years of experience, Level II = 6-10 years of experience, and Level III = greater than 10 years of experience.
 - M/WBE: In column D, indicate if that particular role/resource will be provided by a M/WBE sub-contractor.
 - Pay Rate: In column E, provide the maximum hourly rate paid to the actual employee(s) providing services for that role
- Any additional notes about your pricing proposal may be clarified in appropriate section below.

| ID | Role | Description of activities that this resource will be performing per phase. | Phase from the Task Order. It must align with Section 2.2 of the Task Order. | Phase of the Project | Skill Level | M/WBE Sub-Contractor | Hourly Rate | Total Number of Hours | Total project cost | Total M/WBE Costs | Year One Cost |
|-------|---|---|--|----------------------|-------------|-----------------------------|-------------|-----------------------|--------------------|-------------------|---------------|
| 3.001 | EXAMPLE: Business Analyst | Consults with internal customers to capture agreed-upon business objectives and processes. Performs research and fact-finding to determine business requirements and specifications for development of end-user programs, operational procedures and support systems. Communicates these processes and their applications to technical and non-technical computers to ensure that the system meets the needs of the users. Develops and maintains user requirements documentation and training materials for software applications and develop and implement a documentation strategy (leveraging new technologies to provide more targeted information more efficiently to users. May manage software applications training program for user personnel. At higher levels, directs IT research initiatives moving from the business concept stage through initiative development, implementation, and operational support phases. Maintains, integrates, and communicates knowledge of industry directions and IT trends. | Section 2.2.4 - Requirements Validation and Future State Design | Phase 1 | II | Yes | \$50.00 | 10 | 500 | \$500 | 250 |
| 3.002 | 2024 Rates For Maintenance T & M Tasks Great Arc Project/Program Manager | Contract Administration including legal and financial, coordinate with technical leads and project manager, attend meetings. | No tasks yet scoped in this Task Order | Maintenance | III | No | \$ 191.10 | | - | \$0 | - |
| 3.003 | Great Arc Developer/Technical Lead | Technical lead for the entire project. Coordinates all technical work internal to Great Arc. Coordinates technical work with all subcontractors. Performs high-level application development. | same for all remaining resources | | III | No | \$ 191.10 | | - | \$0 | - |
| 3.004 | Great Arc Application Developer I | Performs application development tasks as directed | | | III | No | \$ 174.65 | | - | \$0 | - |
| 3.005 | Great Arc Application Developer II | Performs database related tasks, coordinates with developers | | | III | No | \$ 163.19 | | - | \$0 | - |
| 3.006 | Great Arc DBA | Performs GIS self-related analytical and data tasks, documentation, testing | | | III | No | \$ 178.75 | | - | \$0 | - |
| 3.007 | Scarcie - Requirements Analysis, PM, Doc Pro-West PM | Requirements Analysis, Some Documentation, Assist PM Transition | | | III | No | \$ 102.20 | | - | \$0 | - |
| 3.008 | Pro-West Application Developer | Project Manager | | | III | No | \$ 191.10 | | - | \$0 | - |
| 3.010 | ESRI Senior GIS Consultant/Project Manager | Senior Application Developer Geospatial Data Specialist | | | III | No | \$ 168.46 | | - | \$0 | - |
| | ESRI GIS System/Software Developer | Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for GIS and information technology (IT) projects. | | | III | No | \$ 177.41 | | - | \$0 | - |
| | ESRI GIS Technical Specialist/Engineer | Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. | | | III | No | \$ 428.00 | | - | \$0 | - |
| | | Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff | | | II | No | \$ 286.00 | | - | \$0 | - |
| 3 | | | | | | Professional Services Total | | 0 | \$ | | |
| 3-A | | | | | | M/WBE Totals | | 0 | \$ | | |

Additional Pricing Proposal Comments:
Please provide any additional comments regarding



COOK COUNTY GOVERNMENT
 Office of the Chief Procurement Officer
 1950-18041: PINMAP 2 Extension - PRICING PROPOSAL

Instructions

- Proposers are required to provide input in blue cells only.
- All costs associated with the implementation of the proposed solution must be itemized and submitted in Excel format.
- If cost is not applicable, Proposer must enter zero (\$0).
- Cook County will assume zero (\$0) cost on blank cells.
- When the pricing proposal is complete, Proposer must validate the final Total Cost columns.
- List one deliverable per line. The first line is an examples of how these lines should be populated.
- List deliverables sequentially.
- The Sum of all deliverable costs should equal the total cost for the project.
- Note that all deliverables must have a set of acceptance criteria that must be approved by Cook County as stated in the RFP.
- If one deliverable will be completed in two parts, list each part on separate lines.

| | | Company Name | | | |
|------------|--|---|---------------------------|----------------------|--------------------------------------|
| | Deliverable | Insert Task Order Project Sections | Phase (1, 2 or other) | Cost Per Deliverable | Cost for Phase |
| X.XXX | | | | | |
| X.XXX | | | | | |
| | <i>Maintenance Deliverables Include:</i> | | | | |
| 4.001 | application support of a technical and advisory nature | This portion of project Time & Materials invoiced actual hours spent by resource per month | | | Cost for Maintenance |
| 4.002 | minor fixes, database maintenance and oversight, | | | | |
| 4.003 | troubleshooting user issues, and other related tasks | | | | |
| 4.004 | | | | | |
| 4.005 | | | | | |
| 4.006 | Total Cost PINMAP 2 Maintenance | | | \$ 149,500.00 | Cost for Upgrade/Enhancements |
| 4.007 | | | | | |
| 4.008 | | | | | |
| 4.009 | | | | | |
| 4.010 | | | | | |
| 4.011 | | | | | |
| 4.012 | | | | | |
| 4.013 | | | | | |
| 4.014 | | | | | |
| 4.015 | | | | | |
| 4.016 | | | | | |
| 4.017 | | | | | Cost for Other Phases |
| 4.018 | | | | | |
| 4.019 | | | | | |
| 4.020 | | | | | |
| 4.021 | | | | | |
| 4.022 | | | | | |
| 4.023 | | | | | |
| 4.024 | | | | | |
| 4.025 | | | | | |
| 4.026 | | | | | |
| 4.027 | | | | | |
| 4.028 | | | | | |
| 4.029 | | | | | |
| 4.030 | | | | | |
| 4.031 | | | | | |
| 4.032 | | | | \$ - | |
| | | | | | Year One Costs |
| | | | | \$ - | 149,500.00 |
| 4 | | | Total Project Cost | \$ - | |
| 4.1 | | | | | |

ATTACHMENT B

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" 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.: 1950-18041 | Date: 11/07/2023 |
| Total Bid or Proposal Amount: \$1,037,993.77 | Contract Title: 1950-18041: PINMAP 2 Extension |
| Contractor: Great Arc Technologies, Inc. | Subcontractor/Supplier/ Subconsultant to be added or substitute: Scarfe Consulting, LLC. |
| Authorized Contact for Contractor: Michael Scanlon | Authorized Contact for Subcontractor/Supplier/ Subconsultant: Danielle Scarfe |
| Email Address (Contractor): mscanlon@greatarc.com | Email Address (Subcontractor): dscarfe@dsgis.com |
| Company Address (Contractor): 401 S. LaSalle St, Suite 702 | Company Address (Subcontractor): 11917 Parkside Dr |
| City, State and Zip (Contractor): Chicago, IL 60605 | City, State and Zip (Subcontractor): Fairfax, VA 22033 |
| Telephone and Fax (Contractor): 312-726-4848 | Telephone and Fax (Subcontractor): 815-970-2418 |
| Estimated Start and Completion Dates (Contractor): 12/01/2023-11/30/2024 | Estimated Start and Completion Dates (Subcontractor): 12/01/2023-11/30/2024 |

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> |
|---|--|
| Functional Requirements Analysis, PM, Documentation, & Rel Services | T&M to \$52,369.06 max |

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.**

Great Arc Technologies, Inc.

Contractor
 Michael Scanlon
 Name
 President
 Title  11/07/2023
 Contractor Signature Date

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" 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.: 1950-18041 EXTENSION | Date: 11/07/2023 |
| Total Bid or Proposal Amount: \$1,037,993.77 | Contract Title: 1950-18041: PINMAP 2 Extension |
| Contractor: Great Arc Technologies, Inc. | Subcontractor/Supplier/ Subconsultant to be added or substitute: Pro-West & Associates, Inc. |
| Authorized Contact for Contractor: Michael Scanlon | Authorized Contact for Subcontractor/Supplier/ Subconsultant: Kendis Scharenbroich |
| Email Address (Contractor): mscanlon@greatarc.com | Email Address (Subcontractor): kscharen@prowestgis.com |
| Company Address (Contractor): 401 S. LaSalle St, Suite 702 | Company Address (Subcontractor): 8239 State 371 NW |
| City, State and Zip (Contractor): Chicago, IL 60605 | City, State and Zip (Subcontractor): Walker, MN 56484 |
| Telephone and Fax (Contractor): 312-726-4848 | Telephone and Fax (Subcontractor): 218-547-3374 x108 |
| Estimated Start and Completion Dates (Contractor): 12/01/2023-11/30/2024 | Estimated Start and Completion Dates (Subcontractor): 12/01/2023-11/30/2024 |

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> |
|---|--|
| Code Maint: Dsktp Appl; Spat DB/Parc Fabr Migr; Rel Tasks | T&M to \$24,947.87 max |

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.**

Great Arc Technologies, Inc.

Contractor

Michael Scanlon

Name

President

Title

Prime Contractor Signature

11/07/2023

Date

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

| | |
|-------------------------------------|------------------|
| OCPO ONLY: | |
| <input type="checkbox"/> | Disqualification |
| <input checked="" 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.

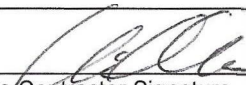
| | |
|--|--|
| Bid/RFP/RFQ No.: 1950-18041 EXTENSION | Date: 11/07/2023 |
| Total Bid or Proposal Amount: \$1,037,993.77 | Contract Title: 1950-18041: PINMAP 2 Extension |
| Contractor: Great Arc Technologies, Inc. | Subcontractor/Supplier/ Subconsultant to be added or substitute: Esri, Inc. |
| Authorized Contact for Contractor: Michael Scanlon | Authorized Contact for Subcontractor/Supplier/ Subconsultant: Mark Williams |
| Email Address (Contractor): mscanlon@greatarc.com | Email Address (Subcontractor): mwilliams@esri.com |
| Company Address (Contractor): 401 S. LaSalle St, Suite 702 | Company Address (Subcontractor): 380 New York Street |
| City, State and Zip (Contractor): Chicago, IL 60605 | City, State and Zip (Subcontractor): Redlands, CA 92373 |
| Telephone and Fax (Contractor): 312-726-4848 | Telephone and Fax (Subcontractor): 360-754-4727 x 1-8915 |
| Estimated Start and Completion Dates (Contractor): 12/01/2023-11/30/2024 | Estimated Start and Completion Dates (Subcontractor): 12/01/2023-11/30/2024 |

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> |
|--|--|
| Assist w/ Database Rel Tasks, Esri Data & Tech Subject Matter Expertise, and Rel Tasks | T&M to \$6,956.00 max |

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.**

Great Arc Technologies, Inc.

Contractor
 Michael Scanlon
 Name
 President
 Title 
 Prime Contractor Signature 11/07/2023
 Date



OFFICE OF CONTRACT COMPLIANCE

NICOLE N. MANDEVILLE

DIRECTOR, CONTRACT COMPLIANCE

161 N. Clark – 23rd Floor • Chicago, Illinois 60601 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

TARA STAMPS

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

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DONNA MILLER

6th District

ALMA E. ANAYA

7th District

ANTHONY QUEZADA

8th District

MAGGIE TREVOR

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

JOSINA MORITA

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

January 17, 2024

Mr. Raffi Sarrafian
Chief Procurement Officer
161 N. Clark, Suite 2300
Chicago, IL 60601

Re: Contract No.: 1950-18041 (Amendment No. 1)
PINMAP Upgrade, Enhancement & Maintenance
Bureau of Technology - GIS

Dear Mr. Sarrafian

The Office of Contract Compliance 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.

Vendor: Great Arc Technologies, Inc.
Original Contract Value: \$888,494.00
Increased Contract Value: \$149,500.00 (Amendment No. 1)
New Contract Value: \$1,037,993.77
Contract Goal: 35% overall MBE/WBE

Full MBE/WBE Granted: There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

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

Sincerely,

Jeanetta Cardine
Contract Compliance Deputy Director

JC/vl

cc: James McGuire, OCPO
Todd Schuble, Geographic Information Systems (GIS)

PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: Great Arc Technologies, Inc.

Contract No./Title: 1950-18041 Amendment 1

A. BIDDER/PROPOSER HEREBY REQUESTS:

- | | | | |
|----------|-----------------|-------|--------------------|
| <u>X</u> | FULL MBE WAIVER | _____ | PARTIAL MBE WAIVER |
| <u>X</u> | FULL WBE WAIVER | _____ | PARTIAL WBE WAIVER |
| <u>X</u> | FULL DBE WAIVER | _____ | PARTIAL DBE WAIVER |

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its overall 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.
- _____ (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.
- _____ (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.
- X (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

GOOD FAITH EFFORT TRANSPARENCY REPORT

C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)

Bidder/Proposer shall explain and detail the following Good Faith Efforts undertaken to meet Cook County's contract specific goals.


1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;

Timelines:

- a. When the Bidder/Proposer knew of the bid;
 - b. When the Bidder/Proposer contacted the PCE(s);
 - c. When the Bidder/Proposer formulated its bid and utilization plan; and
 - d. When was the bid request due date.
2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;
 - a. Dates of each contact attempt for each contacted PCE;
 - b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
 - c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
 - d. Attach copies of all solicitations to contacted PCEs.
3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.
4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.
5. Detailed explanation of use, if any, of the Office of Contract and Compliance services and staff.
6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.
7. Attach any other documentation relative to Good Faith Efforts in complying with MBE and WBE participation.

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and Cook County's Office of Contract Compliance reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.

 MICHAEL SCANLON, PRESIDENT 12/19/2023
Signature and Title of Bidder/Proposer Title Date

12/19/2023

To: Cook County, Illinois
Office of the Chief Procurement Officer
Mr. James McGuire, Sr. Contract Negotiator
Re: M/WBE Waiver Request for Amendment to Contract 1950-18041

Dear Mr. McGuire,

I am writing to request a full waiver of M/WBE participation on a 1-year extension/amendment to Great Arc Technologies, Inc's current contract with Cook County (1950-18041) where we are providing, and have since 2013, enterprise level Geographic Information Systems (GIS) application development, cross-department systems integration, spatial database expertise, and maintenance and support services for Cook County's GIS, Clerk's, and Assessor's offices regarding the PINMAP Parcel Maintenance System.

On the current contract, Scarfe Consulting is a key team member with highly specialized expertise and is a WBE with a commitment of 35%. Since executing the current contract, Scarfe relocated her business out of state and is therefore not able to be WBE certified with Cook County.

It is anticipated that there will be a new Cook County contract in 2024 for this same support/upgrade/enhancement/maintenance work on the PINMAP application. The goal of the extension/amendment to the current contract is to keep full maintenance and support of PINMAP continuing until the next contract. We believe it is essential to retain all current team members in their contracted roles, to bridge between this and a future contract. We may make adjustments to team members in our bid for the future 2024 opportunity, including M/WBE resources, where we will have enough advance notice to search for replacements for some of tasks that do not require the extensive knowledge that our current team has gained from building the system over the last decade, and where we can build resource transition time into our proposal. However, for this contract extension/amendment, which was decided to be done near the end of the current contract, we believe it is essential to keep the same project team members in order to successfully continue with uninterrupted support and maintenance of PINMAP until the transition to a new contract.

Note that we plan to compensate Scarfe (still certified as a WBE/DBE with other agencies including the City of Chicago, CTA, Metra, Pace, the State of Illinois UCP, the State of Illinois BEP, and the Federal Transportation Agency) at the same 35% commitment of dollars as in the current contract, throughout this extension period, even though Cook County does not currently recognize her WBE certification. See Scarfe's ISF form for details.

Please direct questions regarding specifics of the contract extension/amendment, the critical nature of the work, and the highly specialized expertise of the Great Arc team, including Scarfe Consulting, to me, Michael Scanlon, or to Todd Schuble, Director of GIS for Cook County (Todd.Schuble@cookcountyil.gov).

Thank you for your consideration,



Michael Scanlon, President
Great Arc Technologies, Inc.

mscanlon@greatarc.com

312-726-4848 (o)

773-470-6377 (m)

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

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

| | |
|---|---|
| PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200 | CONTACT NAME: John Abraham |
| | PHONE (A/C, No, Ext): 312 442-7234 FAX (A/C, No): 610 362-8900 E-MAIL ADDRESS: AEcertificates@usi.com |
| INSURED Great Arc Technologies, Inc. 401 S LaSalle St Ste 702 Chicago, IL 60605 | INSURER(S) AFFORDING COVERAGE NAIC # |
| | INSURER A : Sentinel Insurance Company Ltd. 11000 |
| | INSURER B : Trumbull Insurance Company 27120 |
| | INSURER C : Certain Underwriters at Lloyds of Londo 15642N |
| | INSURER D : |
| | INSURER E : |


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 83SBAVZ1988 | 10/13/2023 | 10/13/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 83SBAVZ1988 | 10/13/2023 | 10/13/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 83SBAVZ1988 | 10/13/2023 | 10/13/2024 | EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N <input checked="" type="checkbox"/> N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | 83WECZL6260 | 10/13/2023 | 10/13/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C | Professional / Network Security & Privacy Liab. (Cyber) | | | ESL0039692576 | 06/29/2023 | 06/29/2024 | \$3,000,000 each claim / \$3,000,000 annual aggr. |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability/Network Security & Privacy Liability is written on a 'claims made' policy form.

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to Cook County only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.
 (See Attached Descriptions)

| | |
|---|--|
| CERTIFICATE HOLDER Cook County - OCPO 161 N Clark St Ste 2300 Chicago, IL 60601-3240 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

DESCRIPTIONS (Continued from Page 1)

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.

**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 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.

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 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, 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 |
|------|---------|
| 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:

401 S. LaSalle Street, Suite 702, Chicago, IL 60605

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): 11-31-111-004-0000 (Skyles)
14-29-120-012-0000 (Scanlon)

(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:

N/A

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 Great Arc Technologies, Inc.

D/B/A: _____ FEIN # Only: 36-4302520

Street Address: 401 S. LaSalle Street, Suite 702

City: Chicago State: IL Zip Code: 60605

Phone No.: 312-726-4848 Fax Number: _____ Email: mscanlon@greatarc.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 |
|-----------------|--|---|
| Michael Scanlon | 1541 W. Oakdale Ave, Chicago, IL 60657 | 50 |
| David Skyles | 2073 W. Greenleaf, Chicago, IL 60645 | 50 |

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 |
|------|---------|-----------------------------------|--------------|
| N/A | | | |

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 |
|-----------------|--|--|----------------|
| Michael Scanlon | 1541 W. Oakdale Ave, Chicago, IL 60657 | President | Perpetual |
| David Skyles | 2073 W. Greenleaf, Chicago, IL 60645 | Secretary | Perpetual |

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

MICHAEL SCANLON
Name of Authorized Applicant/Holder Representative (please print or type)
[Signature]
Signature
mscanlon@greatarc.com
E-mail address

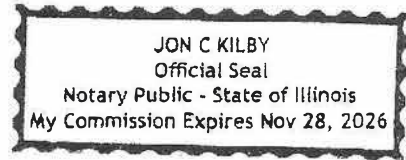
President
Title
11/7/2023
Date
312-726-4848
Phone Number

Subscribed to and sworn before me
this 7th day of Nov 2023

My commission expires: 11-28-2026

X [Signature]
Notary Public Signature

[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"/> Stepsister |
| <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"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**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: Great Arc Technologies, Inc.

Address of Person Doing Business with the County: 401 S. LaSalle Street, Suite 702, Chicago, IL 60605

Phone number of Person Doing Business with the County: 312-726-4848

Email address of Person Doing Business with the County: mscanlon@greatarc.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:

Michael Scanlon, President, 401 S. LaSalle Street, Suite 702, Chicago, IL 60605, Phone: 312-726-4848, mscanlon@greatarc.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: _____

1950-18041: PINMAP 2 Extension

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 1,037,993.77

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: James McGuire, Sr. Contract Negotiator, Cook County Government,

Office of the Chief Procurement Officer, 161 N Clark St, Suite 2300, Chicago, IL 60601, James.McGuire@cookcountyil.gov, 312-603-6831

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: Todd Schuble, Director of GIS, Cook County Government,

Bureau of Technology, 161 N. Clark St., Suite 500, Chicago, IL 60601, Todd.Schuble@cookcountyil.gov, 312-603-1411

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.

X 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* |
|---|--|--|----------------------------------|
| NA | NA | NA | NA |
| | | | |
| | | | |

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* |
|--|--|--|----------------------------------|
| NA | NA | NA | NA |
| | | | |
| | | | |

| 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* |
|--|--|--|----------------------------------|
| NA | NA | NA | NA |
| | | | |
| | | | |

| | | | |
|---|--|--|----------------------------------|
| 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

N/A

N/A

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

N/A

N/A

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

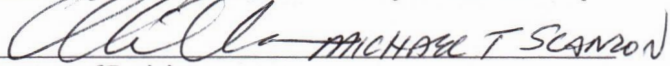
N/A

N/A

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.


Date 1/10/2024
 Signature of Recipient

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: 1950-18041: PINMAP 2 Extension

County Using Agency (requesting Procurement): Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Great Arc Technologies, Inc.

Substantial Owner Complete Name: Michael Scanlon

FEIN# 36-4302520

E-mail address: mscanlon@greatarc.com

Street Address: 1541 W. Oakdale Ave.

City: Chicago

State: Illinois

Zip: 60657

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

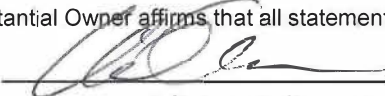
If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- 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.

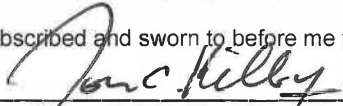
V. Affirmation

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

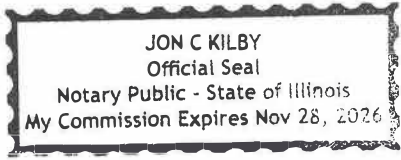
Signature:  Date: 11/7/2023

Name of Person signing (Print): Michael Scanlon Title: President

Subscribed and sworn to before me this 7th day of November, 2023

X  _____
Notary Public Signature Notary Seal

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



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: 1950-18041: PINMAP 2 Extension

County Using Agency (requesting Procurement): Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Great Arc Technologies, Inc.

Substantial Owner Complete Name: Davi dSkyles

FEIN# 36-4302520



E-mail address: dskyles@greatarc.com

Street Address: 2073 W. Greenleaf

City: Chicago

State: Illinois Zip: 60645



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 *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* **YES or NO**
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* **YES or NO**
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* **YES or NO**
- No *Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* **YES or NO**
- No *Any comparable state statute or regulation of any state, which governs the payment of wages* **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: [Handwritten Signature] Date: 11/7/2023

Name of Person signing (Print): David Skyles Title: Secretary

Subscribed and sworn to before me this 7th day of November, 20 23

X [Handwritten Signature] Notary Public Signature _____ Notary Seal

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



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

Great Arc Technologies, Inc.

Corporation's Name
312-726-4848

Telephone

Secretary Signature

MICHAEL SCANLON [Signature]

President's Printed Name and Signature

mscanlon@greatarc.com

Email

Date

11/7/2023

Execution by LLC

LLC Name

Date

*Member/Manager Printed Name and Signature

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

Date

*Partner/Joint Venturer Printed Name and Signature

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Date

Assumed Name (if applicable)

Telephone and Email

Subscribed and sworn to before me this 7th day of November, 2023

Notary Public Signature

My commission expires: 11-28-2026

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.

