



CONTRACT FOR SERVICE

DOCUMENT NO. 12-90-098



**TECHNOLOGY RESEARCH AND ADVISORY SERVICES
FOR
COOK COUNTY BUREAU OF TECHNOLOGY**

WITH: GARTNER INC.

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

**ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

REQ# 100867/101411

RECEIVED
MAR 16 2012
BY: _____

CONTRACT FOR SERVICE
PART I
AGREEMENT

THIS CONTRACT made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and **Gartner Inc.**, herein after the "Contractor".

WHEREAS, the County is responsible for procuring services for the **Cook County Bureau of Technology**, herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires Technology, Research and Advisory Services to perform research and analysis of technology, hardware, software and applications.

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Contract Services" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT "A" AND EXHIBIT "B"

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County starting May 1, 2012 through April 30, 2014.

III. PAYMENT

In no case shall such charges exceed the amount of **\$219,600.00** Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and is incorporated herein by this reference.

V. ATTACHMENTS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT A – VENDOR'S PROPOSAL FOR ADVISORY SERVICES
2. EXHIBIT B- VENDOR'S PROPOSAL FOR ON-LINE RESEARCH SERVICES

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

**GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE**

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease
- 2) Broad form all states coverage

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(b) Commercial General Liability Insurance

- 1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) Comprehensive Automobile Liability Insurance

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) Umbrella/Excess Liability Insurance

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) Additional Insured

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. Contractor shall separately invoice for services provided to the respective Using Departments. Under no circumstance shall one Using Department be required to accept the other Using Department's invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing. It is understood that each Using Department will be responsible for resolving disputes with the Contractor separately. In the event that the Contractor has a dispute whether a payment dispute or otherwise, Contractor shall address issues with each Using Department separately, and services to the other Using Department shall not be interrupted.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach. Contractor shall provide written notice of default to the County, and such notice shall include the Using Department who is responsible for the default. Default by one Using Department shall not constitute or be used as a basis for asserting a default by the other Using Department. In no event shall actual or alleged defaults on the part of one Using Department in any way affect Contractor's provision of services to the other Using Department under the Contract.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination. Contractor shall provide not less than thirty (30) days prior written notice to the County, which notice shall set forth which Using Department's services are being terminated and the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. Notwithstanding the forgoing, the Contractor shall not have as a remedy the ability to terminate the portion of the Contract attributable to the non-defaulted Using Department. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

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

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

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

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. **REQUIRED SUBMITTALS**

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. **MBE/WBE Participation Documentation**

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING
SERVICE AND SOLE SOURCE (CON'T.)

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING
SERVICE AND SOLE SOURCE (CON'T.)

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately**.

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. **EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

LaVerne Hall
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-33 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

GC-41 FEDERAL CLAUSES

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

- (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
- (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

GC-41 FEDERAL CLAUSES (CON'T.)

4. Federal Interest in Data and Copyrights

- (a) **Definition.** The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) **Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

GC-41 FEDERAL CLAUSES (CON'T.)

- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. **Records and Audits**

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

GC-41 FEDERAL CLAUSES (CON'T.)

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) **Environmental Protection.** The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

GC-41 FEDERAL CLAUSES (CON'T.)

- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

GC-41 FEDERAL CLAUSES (CON'T.)

12. **Trade Restrictions**

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

13. **Contract Work Hours and Safety Standards Act**

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

GC-41 FEDERAL CLAUSES (CON'T.)

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

GC-41 FEDERAL CLAUSES (CON'T.)

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

GC-41 FEDERAL CLAUSES (CON'T.)

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

GC-41 FEDERAL CLAUSES (CON'T.)

24. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. **Debarment and Suspension (E.O.s 12549 and 12689)**

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

GC-42 APPROPRIATION OF FUNDS

If this contract is a multi-year contract, the following provision applies: In the event funds are not appropriated by the County Board, or there is a change in services or Departmental funding for services or supplies which results in the elimination of the services or supplies which are the subject of the contract, this Contract shall be cancelled without penalty to, or further payment being required by the County. The County shall give the Contractor notice of failure of funding or change in services as soon as practicable after the County becomes aware of the failure of funding. The County's obligation to perform shall cease immediately upon receipt of notice by the Contractor of lack of appropriated funds, and the contract shall be subject to immediate termination. The Contract shall also be subject to immediate termination or cancellation at any time when there are insufficient authorized funds lawfully available to the County to meet such obligation.

END OF SECTION

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 12-90-098 for an Technology, Research and Advisory Services for Cook County Office of Technology-Geographical Information Systems and the Office of Technology-Automation, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	JOB	1	TECHNOLOGY, RESEARCH AND ADVISORY SERVICES FOR THE OFFICE OF TECHNOLOGY-GEOGRAPHICAL INFORMATION SYSTEMS, AS PER EXHIBIT "A" HEREIN.
			TOTAL: \$ <u>45,800.00</u>
2.	JOB	1	ONLINE RESEARCH SERVICES FOR THE OFFICE OF TECHNOLOGY-AUTOMATION, AS PER EXHIBIT "B" HEREIN.
			TOTAL: \$ <u>173,800.00</u>
			GRAND TOTAL: <u>\$219,600.00</u>

EXHIBIT "A"
VENDOR'S PROPOSAL

TECHNOLOGY, RESEARCH
AND ADVISORY SERVICES

Gartner, Inc. Service Agreement for Cook County Bureau of Technology (“Client”)

Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required by a signed amendment to the contract by Gartner and Cook County.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

Service Name	Level of Access	Number of Users	Name of User to be Licensed	Start Date	End Date	Annual Fee\$	Total Fee \$
Year 1							
Gartner for IT Leaders	Advisor	1	Mary Jo Horace	May 1, 2012	April 30, 2013	\$22,300	\$22,300
Year 1 Total Services:				Excluding applicable sales tax			\$22,300

Service Name	Level of Access	Number of Users	Name of User to be Licensed	Start Date	End Date	Annual Fee\$	Total Fee \$
Year 2							
Gartner for IT Leaders	Advisor	1	Mary Jo Horace	May 1, 2013	April 30, 2014	\$23,500	\$23,500
Year 2 Total Services:				Excluding applicable sales tax			\$23,500

(a) This SA is an offer for a two-year term. 2. SERVICE DESCRIPTIONS:

Gartner for Enterprise IT Leaders Workgroup Essentials	Service Description URL
Gartner for IT Leaders Advisor	http://www.gartner.com/it/sd/sd_itl_advisor.pdf

3. PAYMENT TERMS

Gartner will invoice Client in for all Services per the following table.

Contract Period	Start Date	End Date	Invoice Date (Month / Year)
Year 1	May 1, 2012	April 30, 2013	Within 45 days of award
Year 2	May 1, 2013	April 30, 2014	Within 45 days of award

General Terms

1. This SA is for subscription-based research and related services (the “**Services**”).

2. **Ownership and Use of the Services.** Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in this SA (each a “**Licensed User**”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the Usage Guidelines for Gartner Services (“**Guidelines**”), which are accessible to all Licensed Users via the “Policies” section of gartner.com. Among other things, these Guidelines describe how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.

3. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

4. **Client Confidential Information.** Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process.

5. **Miscellaneous**

(a) **Assignability.** This SA and the rights granted to Client hereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.

(b) **Arbitration.** [Intentionally Omitted]

(c) **Applicable Law.** This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Illinois, without reference to its conflict of law principles.

(d) **Use of Name, Trademark, and Logo.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.

(e) **No Third Party Beneficiaries.** This SA is for the benefit of the parties only.

(f) **Surviving Clauses.** Sections 3, 4 and 5 , (c), (d), (e) and (f) shall survive the termination of this SA .

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERS ADVISOR

Gartner for IT Leaders Advisor (the "Service") provides clients with access to research and advice about information technology and the functional responsibilities of specific IT roles as well as the option of inquiry with Gartner Analysts.

DELIVERABLES

Each user designated by Client ("Licensed User") receives the following Deliverables:

- Gartner Core IT Research
- Role-Specific IT Research
- Benchmarking Analytics IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks & News Analysis
- Webinars featuring Gartner Analysts
- Peer Networking
- Talking Technology Series
- Analyst Inquiry
- Summit Event Ticket

ADDITIONAL TERMS & CONDITIONS

The Licensed User may, on an occasional and infrequent basis, forward copies of individual research documents, not to exceed ten (10) separate documents per Licensed User per contract year, to specific individuals within the Client organization, provided that such forwarding may not be done in a manner that has the intent or effect of avoiding the purchase of additional User licenses.

The Summit Event Ticket provides admission to one (1) Gartner Summit Conference. Tickets are transferable within the Client organization but may not be transferred to another company. The Ticket may not be used for attendance at an AMR Supply Chain or Exchange Event, Burton Catalyst Event, Gartner Seminars, or Gartner CIO Leadership Forum.

Unless otherwise stated above, use of this Service is governed by the Usage Guidelines for Gartner Services which are accessible on the Policies section of gartner.com.

CONTRACT NO. 12-90-098

EXHIBIT "B"
VENDOR'S PROPOSAL

ON-LINE RESEARCH SERVICES

Gartner, Inc. Service Agreement for Cook County Bureau of Technology (“Client”)

Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required by a signed amendment to the contract by Gartner and Cook County.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

Service Name	Level of Access	Number of Users	Name of User to be Licensed	Start Date	End Date	Annual Fee\$	Total Fee \$
Year 1							
Gartner for IT Leaders Workgroup Essentials	1 Advisor & 3 Workgroup Members	1+3	Advisor: Tony Daniels Members: Derrick Thomas Dan Howard Steve Edmonson	May 1, 2012	April 30, 2013	\$41,800	\$41,800
Gartner for Enterprise IT Leaders Applications (Oracle)	Advisor	1	Richard Powell	May 1, 2012	April 30, 2013	\$42,900	\$42,900
Year 1 Total Services:				Excluding applicable sales tax			\$84,700

Service Name	Level of Access	Number of Users	Name of User to be Licensed	Start Date	End Date	Annual Fee\$	Total Fee \$
Year 2							
Gartner for IT Leaders Workgroup Essentials Infrastructure/Operations	1 Advisor & 3 Workgroup Members	1+3	Advisor: Tony Daniels Members: Derrick Thomas Dan Howard Steve Edmonson	May 1, 2013	April 30, 2014	\$43,900	\$43,900
Gartner for Enterprise IT Leaders Applications (Oracle)	Advisor	1	Richard Powell	May 1, 2013	April 30, 2014	\$45,200	\$45,200
Year 2 Total Services:				Excluding applicable sales tax			\$89,100

(a) This SA is an offer for a two year term.

2. SERVICE DESCRIPTIONS:

Gartner for Enterprise IT Leaders Workgroup Essentials	Service Description URL
Gartner for IT Leaders Workgroup Essentials	http://www.gartner.com/it/sd/sd_itl_advisor_wg_essentials.pdf
Gartner for Enterprise IT Leaders Applications	http://www.gartner.com/it/sd/sd_eitl_apps_oracle.pdf

3. PAYMENT TERMS

Gartner will invoice Client Services per the following table.

Contract Period	Start Date	End Date	Invoice Date (Month / Year)
Year 1	May 1, 2012	April 30, 2013	Within 45 days of award
Year 2	May 1, 2013	April 30, 2014	Within 45 days of award

General Terms

1. This SA is for subscription-based research and related services (the "Services").
2. **Ownership and Use of the Services.** Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in this SA (each a "Licensed User") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the *Usage Guidelines for Gartner Services* ("Guidelines"), which are accessible to all Licensed Users via the "Policies" section of gartner.com. Among other things, these Guidelines describe how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.
3. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.
4. **Client Confidential Information.** Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process.
5. **Miscellaneous**
 - (a) **Assignability.** This SA and the rights granted to Client hereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.
 - (b) **Arbitration.** [Intentionally Omitted].
 - (c) **Applicable Law.** This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Illinois, without reference to its conflict of law principles.
 - (d) **Use of Name, Trademark, and Logo.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.
 - (e) **No Third Party Beneficiaries.** This SA is for the benefit of the parties only.
 - (f) **Surviving Clauses.** Sections 3, 4 and 5, (c), (d), (e) and (f) shall survive the termination of this SA.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR ENTERPRISE IT LEADERS
ENTERPRISE ARCHITECTURE

Gartner for Enterprise IT Leaders Enterprise Architecture (the "Service") is for senior IT leaders ("Members") in large, complex enterprises who are managing IT functions for a business unit or the entire enterprise. The Service is managed by a Gartner Leadership Partner and Client Manager who will tailor program Deliverables to the unique needs of each Member.

DELIVERABLES

Each Member designated by the Client ("Licensed User") receives the following Deliverables:

- **Member Servicing**

An **Assigned Enterprise IT Leaders Delivery Team** led by a Leadership Partner who maintains the Enterprise IT Leaders relationship through the delivery of program services and implementation of a member service delivery plan. Team also includes a Client Manager who is assigned to the Member and enhances the Member's experience through facilitating inquiry and responding to specific requests for Gartner research and insight.

 1. **Annual Onsite Meeting** — One (1) annual onsite meeting with the assigned Leadership Partner for coaching and advice. Visits focus on strategic planning and execution of key initiatives. The Leadership Partner provides leadership guidance based on the collective expertise of Gartner Research and the Member Peer Community.
 2. **Member Value Plan** — Customized service plan created in collaboration with the Member at the beginning of the service and reviewed and revised periodically through the membership lifecycle. Elements include Member expectations, value criteria, top issues and action plan.
 3. **Leadership Partner Outreach Call** — Approximately six (6) times per year, the Leadership Partner will place a proactive outreach call to the Member for the purpose of contextualization of the Enterprise IT Leaders research topic or research report, and leadership and management issues.
 4. **Client Manager Outreach Call** — Approximately four (4) times per year, the Client Manager will place a proactive outreach call to the Member to check on the Member's status, review the Member Value Plan as appropriate, and to develop resulting actions with the Member.
 5. **Facilitated Peer Networking** — "As needed" interactions among Members, facilitated by the Leadership Partner or Client Manager.
- **Peer Community Events and Content**
 1. **Member Forum Meetings** — These Members-only meetings, which are held two (2) times per year for one and one-half (1.5) days and are focused on Member-selected topics, provide a venue for networking and peer exchange and feature Member presentations on working solutions and facilitated workshops with Gartner Analysts.
 2. **Member-driven Research** — Members receive case studies and findings, which address real working practices focused on the issues most critical to their roles, and which are illustrated with tools and templates provided by fellow Members and supported by Gartner Research.
 3. **Exclusive Peer Content on My Gartner** — This Members-only widget, accessed through gartner.com, provides access to exclusive Research, Member-contributed presentations, and tools.

4. **Bimonthly Webinars** — Provide opportunities to investigate Members' "top 10" priorities by exploring strategies and tactics employed by other Members, along with insight and context provided by Gartner Analysts. These webinars address issues outside of regularly scheduled peer meetings and are available to Members and members of their extended teams.
5. **Designated Member Delegate** — A Member may identify a "Designated Delegate" from within the Client organization to receive select Enterprise IT Leaders privileges for the purpose of supporting the Member. The Designated Delegate may attend one (1) Member Forum and may access content on the Exclusive Member portal.
6. **Aligned Gartner Analyst** — Participates in, and acts as an advisor to Member Forum Meetings. Gartner reserves the right to change the Analyst scheduled for a Member Forum Meeting or supplement the Analyst with a Gartner Subject Matter Expert.

- **Gartner for IT Leaders Content**

1. **Customizable Home Page** — Gartner-com Web pages that can be personalized to serve as gateways to published content and other resources to meet specific needs.
2. **Toolkit Resources** — Prescriptive, downloadable and diagnostic resources, which provide actionable advice and guidance on how to execute specific actions, and which are organized by specific roles and activities. Tools and templates may be altered by Clients only for their own internal, non-commercial use.
3. **Access to Gartner Core IT Research** — Research accessible through gartner.com, which covers a broad range of technology topics and provides a base of knowledge for all technology leaders.
4. **Access to Gartner Benchmarking Analytics IT Key Metrics Data** — Accessible through gartner.com, IT Key Metrics Data provides a comprehensive database of the industry's most definitive IT spending and staffing levels in addition to key technology cost and performance metrics.
5. **Summit Event Ticket** — Admission to one (1) Gartner Summit Conference. Tickets are transferable within the Client organization but may not be transferred to another company. The Ticket may not be used for attendance at an AMR Supply Chain or Exchange Event, Burton Catalyst Event, Gartner Seminars or Gartner CIO Leadership Forum.

Named Licensed Users of Gartner for Enterprise IT Leaders Enterprise Architecture receive all of the Gartner for IT Leaders Advisor Deliverables listed above, as well as:

- **Gartner for IT Leaders Analyst Inquiry** — Provides Licensed Users with access to Gartner Analysts who are associated with the Service purchased by Client. Participation in Standard Analyst Inquiry is subject to the following terms:
 1. Licensed Users, who have Advisor-level Inquiry access, may engage with a Gartner Analyst: (i) to discuss a Gartner Research document published within the scope of their specific Service, and/or (ii) to apply a Gartner Research document to a related issue that their company is facing.
 2. Participation in Analyst Inquiry is limited to the Licensed User(s) and the Gartner Analyst only (i.e., non-Licensed Users, either inside or outside of the Client company, may not attend or otherwise participate on the call).
 3. Analyst Inquiry sessions may take up to 30 (thirty) minutes of an Analyst's time.
 4. Analyst Inquiry sessions may also be used to request basic technology reviews of business-related documents that are 20 (twenty) pages or less and take up to 60 (sixty) minutes of an Analyst's time. Examples of these documents include requests for proposals, marketing or business plans and procurement agreements.

ADDITIONAL TERMS & CONDITIONS

The Member may, on an occasional and infrequent basis, forward copies of individual research documents, not to exceed ten (10) separate documents per Licensed User per contract year, to specific individuals within the client organization for the purpose of facilitating executive decision-making. Client understands that the forwarding of documents as part of this Service may not be done on a routine basis, or by means of posting on Client's corporate intranet, or in a manner that has the intent or effect of avoiding the purchase of additional User Licenses from Gartner.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERS ADVISOR
WORKGROUP ESSENTIALS

Gartner for IT Leaders Advisor Workgroup Essentials (the “Service”) is an expanded version of the Gartner for IT Leaders Advisor offering that enables access to Gartner resources in a workgroup environment. The Service provides access to Gartner Research and Gartner Analysts related to specific IT roles.

DELIVERABLES

This Service is accessible by a Gartner for IT Leaders Workgroup Essentials Advisor (the “Workgroup Essentials Advisor”) and by his/her direct reports or cross-functional teams (the “Workgroup Essentials Members”), as set forth in the Service Agreement. Collectively, the Workgroup Essentials Advisor and his/her Workgroup Essentials Members are “Licensed Users.”

(1) Workgroup Essentials Advisor Deliverables

- Gartner Core IT Research
- Role-Specific IT Research
- Benchmarking Analytics: IT Key Metrics Data
- Diagnostic Tools, Templates, and Case Studies
- Selected Vendor Reports
- Weekly Picks and News Analysis
- Webinars featuring Gartner Analysts
- Peer Networking
- Talking Technology Series
- Analyst Inquiry
- Summit Event Ticket

(2) Workgroup Essentials Member Deliverables

- All **Workgroup Essentials Advisor Deliverables** set forth above, with the following exceptions:
 1. Workgroup Essentials Members may participate in Analyst Inquiry provided their Workgroup Essentials Advisor schedules and facilitates the Inquiry session.
 2. Summit Event Ticket is not included.
- Each Workgroup Essentials Member (a) may open an unmetered number of Weekly Picks, News Analysis, and Webinars; and (b) is entitled to access the Gartner Research documents listed in the first column above, as follows:
 1. **Shared Document Allocation** – Share in a total document allocation equivalent to 20 (twenty) Gartner Research documents times the number of Members in the Workgroup.
 2. **Reversals** – Up to 20 (twenty) reversals (to reverse a debit of specific documents) during the subscription term.

ADDITIONAL TERMS & CONDITIONS

The Workgroup Essentials Advisor (not the Workgroup Essentials Members) may, on an occasional and infrequent basis, forward copies of individual research documents, not to exceed ten (10) separate documents per Workgroup per contract year, to specific individuals within the Client organization, provided that such forwarding may not be done in a manner that has the intent or effect of avoiding the purchase of additional User licenses.

The Summit Event Ticket provides admission to one (1) Gartner Summit Conference. Tickets are transferable within the Client organization but may not be transferred to another company. The Ticket may not be used for attendance at an AMR Supply Chain or Exchange Event, Burton Catalyst Event, Gartner Seminars, or Gartner CIO Leadership Forum.

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Usage Guidelines for Gartner Services

Updated
10-November-2010



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WORKGROUP ESSENTIALS

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The Summit Event Ticket provides admission to one (1) Gartner Summit Conference. Tickets are transferable within the Client organization but may not be transferred to another company. The Ticket may not be used for attendance at an AMR Supply Chain or Exchange Event, Burton Catalyst Event, Gartner Seminars, or Gartner CIO Leadership Forum.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR ENTERPRISE IT LEADERS
APPLICATIONS - ORACLE

Gartner for Enterprise IT Leaders Applications-Oracle (the "Service") is for senior IT leaders ("Members") in large, complex enterprises who are managing IT functions for a business unit or the entire enterprise. The Service is managed by a Gartner Leadership Partner and Client Manager who will tailor program Deliverables to the unique needs of each Member.

DELIVERABLES

Each Member designated by the Client ("Licensed User") receives the following Deliverables:

- **Member Servicing**

An **Assigned Enterprise IT Leaders Delivery Team** led by a Leadership Partner who maintains the Enterprise IT Leaders relationship through the delivery of program services and implementation of a member service delivery plan. Team also includes a Client Manager who is assigned to the Member and enhances the Member's experience through facilitating inquiry and responding to specific requests for Gartner research and insight.

 1. **Annual Onsite Meeting** — One (1) annual onsite meeting with the assigned Leadership Partner for coaching and advice. Visits focus on strategic planning and execution of key initiatives. The Leadership Partner provides leadership guidance based on the collective expertise of Gartner Research and the Member Peer Community.
 2. **Member Value Plan** — Customized service plan created in collaboration with the Member at the beginning of the service and reviewed and revised periodically through the membership lifecycle. Elements include Member expectations, value criteria, top issues and action plan.
 3. **Leadership Partner Outreach Call** — Approximately six (6) times per year, the Leadership Partner will place a proactive outreach call to the Member for the purpose of contextualization of the Enterprise IT Leaders research topic or research report, and leadership and management issues.
 4. **Client Manager Outreach Call** — Approximately four (4) times per year, the Client Manager will place a proactive outreach call to the Member to check on the Member's status, review the Member Value Plan as appropriate, and to develop resulting actions with the Member.
 5. **Facilitated Peer Networking** — "As needed" interactions among Members, facilitated by the Leadership Partner or Client Manager.
- **Peer Community Events and Content**
 1. **Member Forum Meetings** — These Members-only meetings, which are held two (2) times per year for one and one-half (1.5) days and are focused on Member-selected topics, provide a venue for networking and peer exchange and feature Member presentations on working solutions and facilitated workshops with Gartner Analysts.
 2. **Member-driven Research** — Members receive case studies and findings, which address real working practices focused on the issues most critical to their roles, and which are illustrated with tools and templates provided by fellow Members and supported by Gartner Research.
 3. **Exclusive Peer Content on My Gartner** — This Members-only widget, accessed through gartner.com, provides access to exclusive Research, Member-contributed presentations, and tools.

4. **Bimonthly Webinars** — Provide opportunities to investigate Members' "top 10" priorities by exploring strategies and tactics employed by other Members, along with insight and context provided by Gartner Analysts. These webinars address issues outside of regularly scheduled peer meetings and are available to Members and members of their extended teams.
 5. **Designated Member Delegate** — A Member may identify a "Designated Delegate" from within the Client organization to receive select Enterprise IT Leaders privileges for the purpose of supporting the Member. The Designated Delegate may attend one (1) Member Forum and may access content on the Exclusive Member portal.
 6. **Aligned Gartner Analyst** — Participates in, and acts as an advisor to Member Forum Meetings. Gartner reserves the right to change the Analyst scheduled for a Member Forum Meeting or supplement the Analyst with a Gartner Subject Matter Expert.
- **Gartner for IT Leaders Content**
 1. **Customizable Home Page** — Gartner-com Web pages that can be personalized to serve as gateways to published content and other resources to meet specific needs.
 2. **Toolkit Resources** — Prescriptive, downloadable and diagnostic resources, which provide actionable advice and guidance on how to execute specific actions, and which are organized by specific roles and activities. Tools and templates may be altered by Clients only for their own internal, non-commercial use.
 3. **Access to Gartner Core IT Research** — Research accessible through gartner.com, which covers a broad range of technology topics and provides a base of knowledge for technology leaders.
 4. **Access to Gartner Benchmarking Analytics IT Key Metrics Data** — Accessible through gartner.com, IT Key Metrics Data provides a comprehensive database of the industry's most definitive IT spending and staffing levels in addition to key technology cost and performance metrics.
 5. **Summit Event Ticket** — Admission to one (1) Gartner Summit Conference. Tickets are transferable within the Client organization but may not be transferred to another company. The Ticket may not be used for attendance at an AMR Supply Chain or Exchange Event, Burton Catalyst Event, Gartner Seminars or Gartner CIO Leadership Forum.

Named Licensed Users of Gartner for Enterprise IT Leaders Applications-Oracle receive all of the Gartner for IT Leaders Advisor Deliverables listed above, as well as:

- **Gartner for IT Leaders Analyst Inquiry** — Provides Licensed Users with access to Gartner Analysts who are associated with the Service purchased by Client. Participation in Standard Analyst Inquiry is subject to the following terms:
 1. Licensed Users, who have Advisor-level Inquiry access, may engage with a Gartner Analyst: (i) to discuss a Gartner Research document published within the scope of their specific Service, and/or (ii) to apply a Gartner Research document to a related issue that their company is facing.
 2. Participation in Analyst Inquiry is limited to the Licensed User(s) and the Gartner Analyst only (i.e., non-Users, either inside or outside of the Client company, may not attend or otherwise participate on the call).
 3. Analyst Inquiry sessions may take up to 30 (thirty) minutes of an Analyst's time.
 4. Analyst Inquiry sessions may also be used to request basic technology reviews of business-related documents that are 20 (twenty) pages or less and take up to 60 (sixty) minutes of an Analyst's time. Examples of these documents include requests for proposals, marketing or business plans and procurement agreements.

ADDITIONAL TERMS & CONDITIONS

The Member may, on an occasional and infrequent basis, forward copies of individual research documents, not to exceed ten (10) separate documents per Licensed User per contract year, to specific individuals within the client organization for the purpose of facilitating executive decision-making. Client understands that the forwarding of documents as part of this Service may not be done on a routine basis, or by means of posting on Client's corporate intranet, or in a manner that has the intent or effect of avoiding the purchase of additional User Licenses from Gartner.

Unless otherwise provided above, use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

Welcome to Gartner!

Thank you for purchasing a License to Gartner Research.

We've created these Usage Guidelines for Gartner Services especially for you, the Licensed User. Through easy to understand rules and practical scenarios, the Guidelines are intended to help you use the Gartner Services within your contractual entitlements; and also get the most value from your Gartner relationship.

These **Guidelines** are intended to address the following areas:

- I. Research Documents for Internal Use (within your company)**
- II. Research Documents for External Use (outside your company)**
- III. Analyst Inquiry**
- IV. Usernames & Passwords**

Baseline License: These Usage Guidelines constitute a baseline license that is generally applicable to Licensed Users who have purchased a subscription to Gartner Services. Where a specific Gartner product offering includes entitlements that are different from the baseline license, the terms of that product offering will apply. Gartner reserves the right to periodically update these Usage Guidelines.

Monitoring of Usage: Please note that Gartner monitors activity on our web site, including use of our Services by Licensed Users. If we see indications that our Services are being used outside of these Usage Guidelines, we may contact your organization and ask you to investigate your use of the Services and provide us with information to validate that the Services are being used within your contractual entitlement.

If you have any questions regarding the Guidelines, please contact us at usage.guidance@gartner.com .

I. Research Documents – Internal Use (within your company)

A. Research Documents - Internal Use

Only you, the Licensed User, may access and open Gartner Research documents. You may access and open as many documents within the scope of your Research Service as you like, so long as the documents are for your own personal use in your job. We understand, in the course of using the Gartner Research that you may need to share the knowledge you have learned from Gartner internally with your colleagues. Provided below are the various ways in which you can do that:

- 1. Print one copy:** If you'd like a hard copy of any individual Gartner Research document, you're free to print one (1) copy for your own personal use in your job role (multiple copies are not permitted unless part of a standard product offering).
- 2. Impart your Knowledge internally within Client organization:** You may want to impart some of the content or knowledge you've learned from Gartner Research to colleagues on your project team or in your company's management. There are a number of ways you can do this:

a. Create your Own Summary: You may briefly summarize a Gartner Research document in your own words, and distribute the summary internally to your project team or senior-level decision makers in connection with a specific project. Make sure to attribute Gartner as the source. This is an acceptable use so long as it is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic summary of Gartner Research) and so long as distribution is limited to an internal audience only.

b. Excerpt Gartner Content: You may incorporate a small excerpt from a Gartner Research document (e.g., a few lines of text, a paragraph, a specific graphic) within an internal report or presentation. Make sure to attribute Gartner as the source. This is an acceptable use so long as it is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic summary of excerpts from Gartner Research) and so long as distribution is limited to an internal audience only.

c. Internal Distribution to Individuals: Unless such a right is part of a standard Gartner product offering your company has purchased, you may not distribute Gartner Research documents in their entirety to Non-Users inside your company. You may, however, create your own summary of, or excerpt content from, Gartner Research documents and share those summaries/excerpts with Non-Users inside your company.

d. Internal Distribution to Mass Audiences: Unless you purchase a Reprint License, you may not post or otherwise mass distribute Gartner Research documents in their entirety per the Copyright and Quote Policy (e.g. via hard copy, email, and/or posting on intranet, company bulletin boards or other information storage & retrieval systems).

B. Usage Scenarios for Research Documents within your Company

SCENARIO 1: Use of Gartner Research Documents by Licensed User

ACCEPTABLE USES

- Dawn (**Licensed User**) can open and access as many Gartner Research documents as she wants within the scope of her company's purchased Service. Dawn can also print one hard copy of any individual Gartner Research document for her personal use - so long as such use is in connection with her job role at her company.
- Frank (**Licensed User**) has read a Gartner Research document that he would like to share with his colleagues, Joan and Larry. Gartner permits such sharing through its "Email this Summary" option located on the top right corner of the Gartner Research document. Please note, in order for

Usage Guidelines for Gartner Services

Joan and Larry to access the Gartner Research document, they must be Licensed Users with the same level of access as Frank. Regardless of whether the recipient is a Licensed User, Gartner as a general rule does not permit the downloading and forwarding of the PDF of the Gartner Research document.

SCENARIO 2: Summarizing Gartner Content

ACCEPTABLE USES

- Frank (**Licensed User**) read an interesting Gartner Research document on Strategic Cost Management which he would like to share with 10 of his colleagues. Rather than copying and forwarding the Gartner Research document in its entirety, he summarizes the main points in a memorandum that he sends out to his colleagues. This is an acceptable use so long as the summarizing is not done on a systematic or routine basis (e.g., by preparing and distributing a periodic summary of Gartner Research) and so long as distribution is limited to an internal audience only.

UNACCEPTABLE USES

- Dawn (**Licensed User**) is the only Licensed User in her IT department. She has the sole function of reviewing Gartner Research documents and distributes summaries on (1) a recurring basis and (2) to a large number of people in her department. This is an unacceptable use because Dawn is sharing her summary of the Gartner Research document (1) on a systematic or routine basis and (2) to an audience of non-Users that extends beyond a 15 person project team.

SCENARIO 3: Excerpting & Quoting Gartner Content

ACCEPTABLE USES

- Henry (**Non-User**) is working on a project and seeks advice from his colleague, Dawn (**Licensed User**). Dawn jots down some information she learned from Gartner Research documents, including a small excerpt from a Gartner report, and sends it to Henry. The excerpt is properly attributed to Gartner.
- Dawn (**Licensed User**) schedules a meeting with her project team and inserts one quote, consisting of 2 sentences, and one graphic from a Gartner Research document into her PowerPoint presentation. She is careful to properly attribute Gartner per section 6.1 of the Gartner Copyright and Quote Policy.

UNACCEPTABLE USES

- Frank (**Licensed User**) compiles a regular weekly "IT Newsletter" for his Non-User colleagues, in which he routinely includes excerpts from numerous Gartner Research documents that he believes will be of interest to the group. This is unacceptable because excerpting of Gartner Research, while permitted in connection with an occasional internal report, may not be done on a routine or systematic basis (which would eliminate the need to purchase additional User Licenses.)

SCENARIO 4: Internal Distribution to Individuals

ACCEPTABLE USES

- Dawn (**Licensed User**) is working on a strategic initiative for her company's management. As part of this short-term project, she needs to share pertinent Gartner Research with her Senior Managers. Since Dawn subscribes to a product that includes the right to share a discrete number of documents internally within her company, she is able to share this research with her Senior Managers.
- Frank (**Licensed User**) has read a Gartner Research document that he would like to share with his colleagues, Joan and Larry. Gartner permits such sharing through its "Email this Summary" option located on the top right corner of the Gartner Research document. Please note, in order for Joan and Larry to access the Gartner Research document, they must be Licensed Users with the same level of access as Frank. Regardless of whether the recipient is a Licensed User, Gartner as a general rule does not permit the downloading and forwarding of the PDF of the Gartner Research document.

Usage Guidelines for Gartner Services

UNACCEPTABLE USES

- Sally (**Non-User**) is responsible for numerous projects throughout the year and often seeks information from her colleague, Frank (**Licensed User**). Frank researches Sally's project topics on gartner.com and forwards the relevant Gartner Research document(s) in their entirety to Sally. This is an unacceptable use because Sally is not a Licensed User. In order for Sally to view a Gartner Research document in its entirety, Client should contact their Account Executive to purchase an additional User License. The Account Executive will make sure to find an appropriate solution to meet Sally's requirement.
- As part of a presentation for his project team, Frank (**Licensed User**) excerpts multiple graphics from a Gartner Research document and inserts full pages of the document into the appendix of his presentation. This is an unacceptable use because Gartner does not permit wholesale copying of its Research documents. Gartner does, however, permit the internal use of small excerpts of text and single graphics from Gartner Research documents, so long as there is proper attribution per section 7.1 of the Gartner Copyright and Quote Policy. Alternatively, Frank could purchase a Reprint License so that he could use the entire document, per the terms of his Reprint License.

SCENARIO 5: Internal Distribution to Mass Audiences

ACCEPTABLE USES

- Frank (**Licensed User**) reads a Gartner Magic Quadrant where his company is positioned in the Leader's quadrant for that particular technology. Frank purchases a Reprint License of the Magic Quadrant from Gartner. Gartner thereafter sends to Frank a formatted Reprint version of the Magic Quadrant that he may post on his company's intranet site per the Reprint License.

UNACCEPTABLE USES

- Frank (**Licensed User**) is responsible for researching emerging technologies for his department. When he finds a Gartner Research document of interest he either places the document(s) in a team folder on a shared server or sends out a group e-mail with the attached PDF version of the document(s). This is an unacceptable use because Gartner does not permit Licensed Users to post the PDF version of a Gartner Research document on department or company-wide servers. Frank can summarize the relevant Gartner Research document(s) for his team or alternatively he can purchase a Reprint License for the relevant Gartner Research documents.

SCENARIO 6: Storing Gartner Content is not Permitted

ACCEPTABLE USES

- Dawn (**Licensed User**) is often called upon to travel in her job role. As such, she likes to read Gartner Research documents on her laptop computer while en route. As a Licensed User, you are allowed to download a PDF version of the Gartner Research document for your own personal use (where PDF capability is an option on gartner.com). As a general rule, however, Gartner does not permit Licensed Users to download a PDF version of the Gartner Research document for the purpose of distributing to others, inside or outside of their company and regardless of whether the recipient is a Licensed User.

UNACCEPTABLE USES

- Sally (**Licensed User**) is an administrator in the IT department of her company and is responsible for providing research access to her department. Often times she likes to forward Gartner Research documents to others in her department working on key projects. To facilitate this distribution, she has downloaded and stored a number of Gartner Research documents on her desktop. As a general rule, Gartner does not permit the downloading and storing of Gartner Research documents on internal storage and retrieval systems (i.e. personal laptops, interdepartmental servers, company-wide intranet or bulletin boards, SharePoint or other information storage & retrieval systems).
- Frank (**Licensed User**) has decided not to renew his Gartner license due to budget constraints. Two weeks prior to his contract end date, Frank peruses gartner.com and downloads a large number of Gartner Research documents that he thinks he will need for future reference. All Gartner content including Gartner Research documents is owned and copyrighted by Gartner. Client companies are permitted to access and view the Gartner Research for the license term set forth in their Service Agreement. Once that license term has ended, the Licensed User is no longer permitted to use or store the Gartner Research.

SCENARIO 7: What if product purchased has different entitlements from Usage Guidelines?

ACCEPTABLE USES

- Sally (**Licensed User**) subscribes to a Gartner for IT Leaders Advisor License and is concerned because the terms in her Service Description for that product are different from the baseline License described in the Usage Guidelines. In instances, where a specific Gartner product offering includes entitlements that are different from the baseline license in the Usage Guidelines; the terms of that product offering will apply for the duration of Sally's Service Agreement.

II. Research Documents – External Use (outside your company)

Overview Section

Only you, the Licensed User, may access and open Gartner Research documents. You may access and open as many documents within the scope of your Research Service as you like, so long as the documents are for your own personal use in your job. We understand, however, in the course of using the Gartner Research, that you may need to share the knowledge you have learned from Gartner with individuals outside your Company, and provided below are the various ways in which you can do that:

Impart your Knowledge externally outside Client organization: You may want to impart some of the content or knowledge you've learned from Gartner Research externally to individuals or entities outside of your Client organization. There are a number of ways you can do this:

- a. **Excerpting or Referencing with Prior Written Approval:** You may excerpt from or otherwise reference Gartner Research documents for external use so long as you obtain prior written approval from Gartner at quote.requests@gartner.com, and comply with the guidelines in the Gartner Copyright and Quote Policy.
- b. **Purchase a Reprint License for External Use:** You may purchase a Reprint License of a Gartner Research document in its entirety for external distribution, per the terms of your Gartner Reprint Agreement. For more information on Reprint Licenses go to the Gartner Media Products section.
- c. **External Distribution to Individuals:** While you may excerpt or reference with prior written approval or purchase a Reprint License, you may not distribute Gartner Research documents to individuals outside your company, unless such a distribution right is part of a standard Gartner product offering.
- d. **External Distribution to Mass Audiences:** Unless you purchase a Reprint License or other related Gartner product offering, you may not post or otherwise mass distribute Gartner Research documents in their entirety outside of the Client organization per the Copyright and Quote Policy (e.g. via hard copy, email, and/or posting on internet or other information storage & retrieval systems).

B. Usage Scenarios for Research Documents outside your Company

SCENARIO 1: Excerpting or Referencing with Prior Written Approval

ACCEPTABLE USES

- Frank (**Licensed User**) is planning a presentation at a local business seminar and wants to incorporate into his PowerPoint quotes from a Gartner Research document. Prior to the presentation, Frank consults the Copyright and Quote Policy and e-mails quote.requests@gartner.com for approval of his proposed use of the Gartner quotes. Following receipt of the Gartner approval, Frank delivers a knock-out presentation.
- Frank (**Licensed User**) is not sure how much Gartner content he is allowed to excerpt/quote or otherwise reference in his upcoming article he is publishing for an IT conference. He is struggling with how much he is permitted to quote or reference under the Gartner Copyright and Quote Policy. Wanting to be in compliance, Frank reviews the policy and e-mails quote.requests@gartner.com.

UNACCEPTABLE USES

- Dawn (**Licensed User**) who is responsible for issuing her company's press releases, incorporates content from a Gartner Research document into the company's press release without first obtaining written approval from Gartner. This is unacceptable because the Gartner

Usage Guidelines for Gartner Services

Copyright and Quote Policy requires that all external use of Gartner content receive prior written approval from Gartner. Dawn should review the policy and e-mail quote.requests@gartner.com.

SCENARIO 2: External Distribution

ACCEPTABLE USES

- Laura (**Licensed User**) is the head of Public Relations and recently purchased a Reprint License which provides her with distribution rights to a Magic Quadrant in which Gartner placed her company in the Leaders quadrant. Laura would like to share the evaluation with her prospects and clients. After working with and receiving approval from the Gartner Reprints team for the promotional language in her e-mail, Laura may send her email (containing the link to the Reprint) to her prospects and clients. Everyone thoroughly enjoyed reading the Magic Quadrant report in its entirety.
- Dawn (**Licensed User**), an Analyst Relations director at her company, purchases a Reprint License of a Vendor Rating Gartner Research document where her company is favorably positioned. Dawn shares the Reprint externally in accordance with the terms of her company's Reprint License with Gartner.

UNACCEPTABLE USES

- Frank (**Licensed User**), who works for a Public Relations firm, is responsible for researching technology trends on behalf of his clients. When he finds a Gartner Research document of interest he sends to his clients a group e-mail with the copyrighted PDF version of the document(s) as an attachment. This is an unacceptable use because Gartner does not permit Licensed Users to forward via e-mail a PDF version of a Gartner Research document. Instead, Frank should e-mail to quote.requests@gartner.com his draft e-mail containing a few key sentences he would like to quote from the Gartner Research document(s). Once he receives approval from Quote Requests, he may then e-mail the approved quote to his Clients. Alternatively, Frank could purchase a Reprint License so that he could use the entire document, per the terms of his Reprint License.

SCENARIO 3: What if product purchased has different entitlements from Usage Guidelines?

ACCEPTABLE USES

- Dawn (**Licensed User**) subscribes to a Gartner for Sales Professionals License and is concerned because the terms in her Service Description for that product are different from the baseline License described in the Usage Guidelines. In instances, where a specific Gartner product offering includes entitlements that are different from the baseline license in the Usage Guidelines; the terms of that product offering will apply for the duration of Dawn's Service Agreement.

III. Analyst Inquiry Usage Guidelines

A. Overview

If you are a Licensed User who is entitled under your company's contract with Gartner to engage with Gartner Analysts through our Inquiry Service, we encourage you to schedule Inquiry calls to discuss a company related issue and/or the interpretation and application of any Gartner Research documents *provided that* any such discussion is based on Gartner Research that is published within the scope of your particular Service. Unless otherwise provided in a standard Gartner product offering, there are three basic guidelines for Analyst Inquiry:

1. Participation on Analyst Inquiry calls is limited to Gartner and those Licensed Users who are entitled to Analyst Inquiry under their company's contract with Gartner. Non-Users, inside or outside the Client company, may not participate on Analyst Inquiry calls.
2. Depending on the level of service to which you subscribe, analyst Inquiry calls may take between 15 and 60 minutes.
3. Analyst Inquiry can also be used for basic technology reviews of business-related documents up to 20 pages in length.

B. Usage Scenarios for Analyst Inquiry

SCENARIO 1: Scheduling an Analyst Inquiry call

ACCEPTABLE USE

- After reading a Banking and Investment Services Gartner Research document, George (**Licensed User**) would like to speak with the Gartner Industry Analyst who authored it to ask some second level questions regarding the information he read. Since George has the necessary Advisor-level access with his Industry Advisory Services License, George may ask Gartner to schedule an Analyst Inquiry call with the relevant Gartner Industry Analyst.

UNACCEPTABLE USE

- Sally (**Non-User**) must provide guidance to her senior leadership team on how to best restructure their network and communications systems. Sally's colleague, Frank (**Licensed User**) schedules an Analyst Inquiry call and encourages Sally to participate in his place. This is an unacceptable use because Non-Users may not participate on Analyst Inquiry calls. Frank may, however, take notes on his Analyst Inquiry call and share those notes with Sally; or alternatively, the Client company may contact their Account Executive to purchase a User License for Sally so that she can participate in her own right on Analyst Inquiry calls. The Account Executive will make sure to find an appropriate solution to meet Sally's requirement.

SCENARIO 2: Participation in Analyst Inquiry calls

ACCEPTABLE USE

- George (**Licensed User**) is working with a group of colleagues, all of which have Advisor-level licenses for the Industry Advisory Services. They are launching a project related to gaining a competitive edge in the global manufacturing market. In anticipation for the launch, George would like to schedule an Analyst Inquiry call with an Industry Advisory Analyst to better understand the key issues. This is an acceptable use of Analyst Inquiry, as all participants have an Advisor-level license for the Industry Advisory Services.

UNACCEPTABLE USE

- Frank (**Licensed User**) is an Enterprise Architect who is responsible for multiple projects throughout the year. Frank likes to have other colleagues join him on his Analyst Inquiry calls to ensure that there is consensus and that all relevant questions are answered during the call. Sometimes, Frank invites a large group of participants to these Analyst Inquiry calls, none of whom has the Advisor-level or workgroup license required for participation. This is an unacceptable use of Analyst Inquiry calls, because only Licensed Users with the correct access level for the relevant

Usage Guidelines for Gartner Services

service may participate on Analyst Inquiry calls. If Frank wants to have other colleagues participate with him on Analyst Inquiry calls, Frank should contact his Account Executive who will help Frank find an appropriate solution to meet his requirements.

- Sally (**Licensed User**) is an administrator in the IT department of her company and currently subscribes to an Advisor-level license for Industry Advisory Services. Often times she sets up Analyst Inquiry calls for others in her department working on key projects (i.e. regardless if the other person is a non-User or Licensed User with a different level of access). Sally never joins the Analyst Inquiry calls. As a general rule, participation on Analyst Inquiry calls is limited to Gartner and those Licensed Users who are entitled to Analyst Inquiry for the same type of service under their company's contract with Gartner. Non-Users, inside or outside the Client company, may not participate on Analyst Inquiry calls.

SCENARIO 3: Use of Analyst Insights

ACCEPTABLE USE

- George (**Licensed User**) is assigned to a project team and schedules an Analyst Inquiry call with Gartner for additional insight on a subject. George may take notes during the Analyst Inquiry call and share those notes internally with his colleagues on the project team. Sharing notes from an Analyst Inquiry call internally with colleagues on a project team is an acceptable use so long as it is not done on a systematic or routine basis and so long as distribution is limited to an internal audience only (e.g., project teams of no more than 15 people, if it is more than that please consult usage.guidance@gartner.com for additional guidance.

UNACCEPTABLE USE

- Frank (**Licensed User**) asks Gartner to schedule an Analyst Inquiry call to assist him in reviewing a significant purchasing contract. Frank invites an outside consultant, retained by his company, to join him on the Analyst Inquiry call. This is an unacceptable use because Gartner does not permit Non-Users, inside or outside of Client company, to participate on Analyst Inquiry calls. Frank is, however, welcome to take notes on the Analyst Inquiry call and share those notes confidentially with his company's outside consultant.
- Dawn (**Licensed User**) is responsible for numerous cost cutting initiatives in her company's IT department and would like to work with a Gartner Analyst to set up an internal workshop to discuss her company's campaign to restructure bonuses. Since this request is not directly addressed by Gartner published research and requires additional investigation by the analyst, it cannot be fulfilled in a 30-minute Analyst Inquiry call. Alternatively, Dawn may purchase from her Account Executive a Strategic Advisory Services (SAS) Internal Advisory Session.

SCENARIO 4: Recording of Analyst Inquiry Calls is Not Permitted

UNACCEPTABLE USE

- Frank (**Licensed User**) schedules an Analyst Inquiry call to discuss a Gartner Research document on "Green IT Strategies." Frank wants to record the Analyst Inquiry call so that he can share the information he learns with a key group of managers within his organization. This is an unacceptable use because Gartner does not permit clients to record Analyst Inquiry calls. While Frank may share personal notes he takes during the Analyst Inquiry call, a verbatim recording of the Analyst Inquiry call is not permitted.

SCENARIO 5: What if product purchased has different entitlements from Usage Guidelines?

ACCEPTABLE USES

- George (**Licensed User**) subscribes to a Gartner for IT Executives CIO License and is concerned because the terms in her Service Description for that product are different from the baseline License described in the Usage Guidelines. In instances, where a specific Gartner product offering includes entitlements that are different from the baseline license in the Usage Guidelines; the terms of that product offering will apply for the duration of George's Service Agreement.

IV. Usernames & Passwords Usage Guidelines

A. Overview

As a Licensed User, your Username and Password are for your personal use only, and may not be shared with others, either inside or outside your company. There are, however, two exceptions where your company may reassign your Username and Password to another individual within your company:

1. If your job responsibilities substantially change so that you no longer require access to the Gartner Services; or
2. If you permanently leave your company.

As a general rule, when your company substitutes a Licensed User as provided above, the new Licensed User must be located in the same country as the original Licensed User. In situations where this is not possible, we encourage you to consult with your Account Executive, who will work with you to develop an appropriate solution.

B. Usage Scenarios for Usernames & Passwords

SCENARIO 1: How to Select a Username

ACCEPTABLE USE

- Martha is a newly designated licensed user (**Licensed User**). Since Usernames must be personal to the Licensed User, her company's membership administrator may create a Username for Martha based on either her proper name or her e-mail address at her company.

UNACCEPTABLE USE

- John Baker, a newly licensed user (**Licensed User**), has recently been assigned a Gartner Core Research Advisor License. John requests that his Username reference the name of his department or his department's generic e-mail address. This is an unacceptable use because Usernames must be personal to the Licensed User and may not reference a company department or departmental e-mail address. An acceptable Username in this scenario is John Baker, or john.baker@client_company.com.

SCENARIO 2: Changing Usernames & Passwords

ACCEPTABLE USES

- Judy (**Licensed User**), an IT manager at Client company, leaves Client company to accept employment elsewhere. At Client's request, Gartner will issue a new Username and Password to a substitute Licensed User designated by Client company.
- Judy (**Licensed User**), an IT manager at Client company, leaves the IT department and accepts another position in Client company that does not require her to access Gartner Research. At Client's request, Gartner will issue a new Username and Password to a substitute Licensed User designated by Client company.

UNACCEPTABLE USES

- Frank (**Licensed User**) offers to assist his colleague Sally (**Non-User**) on her work-related project by permitting Sally to log on to gartner.com using his Username and Password. In order for Sally to log on to gartner.com, she would need to have her own User License. Client should contact their Account Executive to purchase an additional User License. The Account Executive will make sure to find an appropriate solution to meet Sally's requirement.
- Frank (**Licensed User**) is part of an IT team along with colleagues, Sally and Kate (each, a **Non-User**). Frank administers the Gartner Licenses on behalf of his team. Although Frank's job has not substantially changed, he thinks that Sally could benefit from access to Gartner Research. Frank assigns his Username and Password to Sally for the duration of the project; and when the project is completed, Sally reassigns the Username and Password to Frank. Frank (**Licensed User**) then assigns his Username and Password to Kate (**Non-User**) so that she may access the Gartner Services.

Usage Guidelines for Gartner Services

- This is an unacceptable use because Gartner does not permit systematic "recycling" of a single Gartner User License. Substitutions of Licensed Users are permitted only on a non-routine basis in two discrete situations: (1) where the original Licensed User permanently leaves Client company, or (2) where there is a substantial change in the original Licensed User's job responsibilities so that he/she no longer requires access to Gartner Research.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

**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 party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized 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, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

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

"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 or entity who lobbies.

"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.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. 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 5: Economic and Other Disclosures Statement. Section 5 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 Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

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

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

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. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____

Contract #: _____

Address: _____

City/State/ Zip: _____

Contact Person: _____

Phone: _____ Fax: _____

Certification Expiration Date: _____

Race/Gender: _____

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes – Please attach explanation.

Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

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

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

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

Notary Public _____.

SEAL

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

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

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

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

(2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)

(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)

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

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

D. OTHER RELEVANT INFORMATION

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

Advertiser is providing on-line subscription based service. 100% of effort is performed by advertiser employees.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED 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 UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned 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 UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

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 UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the 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. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

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 determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, 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.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
<i>NONE</i>	

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

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

Yes: _____ No:

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

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

Yes: _____ No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

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 and complete the following, based upon the definitions and other information included in such Affidavit:

Applicant has no "Substantial Owner."

OR:

The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned 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 Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned 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 Undersigned must explain below:

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

"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. An individual or Legal Entity 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: GARTNER INC. D/B/A: GARTNER EIN NO.: 04-3099750

Street Address: 56 TOP GALLANT ROAD

City: STAMFORD State: CT. Zip Code: 06-904

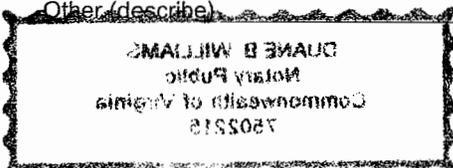
Phone No.: (203) 316-3195

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____



EDS-9

11.1.11

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity 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
<i>NONE</i>		

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

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.

PHILLIP A. CUMMINGS
Name of Authorized Applicant/Holder Representative (please print or type)

Phillip A. Cummings
Signature

Phillip.Cummings@GANNETT.COM
E-mail address

DIRECTOR, CONTRACTS
Title

3/8/12
Date

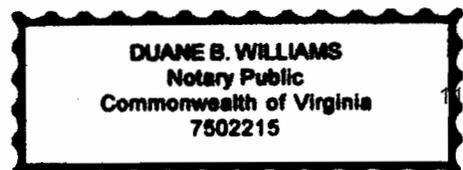
703-387-5619
Phone Number

Subscribed to and sworn before me
this 8 day of March 2012

My commission expires: 7/31/2015

x *Duane B Williams*
Notary Public Signature

Notary Seal





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

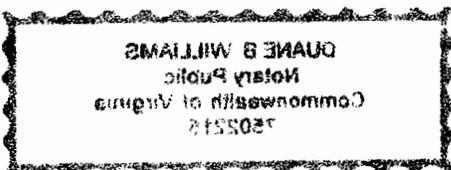
“*Calendar year*” means January 1 to December 31 of each year.

“*Doing business*” for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

“*Familial relationship*” means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- Parent
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- Half-sister

“*Person*” means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.



SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: _____ Title: _____

Business Entity Name: GARTNER INC. Phone: (203) 316-3195

Business Entity Address: 56 TOP GALLANT ROAD, STAMFORD CT 06804

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Philip A. [Signature]
Owner/Employee's Signature

~~2/12~~ 3/8/12
Date

Subscribe and sworn before me this 8 Day of March, 2012

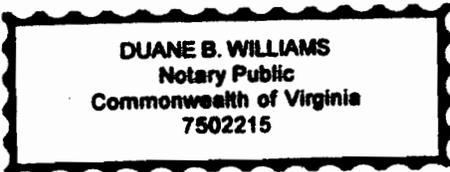
a Notary Public in and for Prince William County
Duane B Williams
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires 7/31/2015

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602



SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

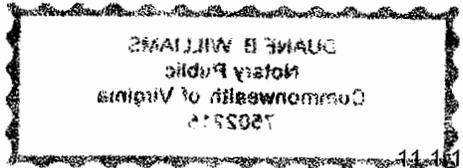
Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal



SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20_____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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. .

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

**SIGNATURE BY A CORPORATION
(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent 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.

BUSINESS NAME: GARTNER INC.

BUSINESS ADDRESS: 56 TOP GALLANT ROAD
STAMFORD, CT 06902-7700

BUSINESS TELEPHONE: 203-964-0096 FAX NUMBER: _____

CONTACT PERSON: MIKE MAHER / TIFFANY MOKERBUST

FEIN: 04-3099750 *IL CORPORATE FILE NUMBER: _____

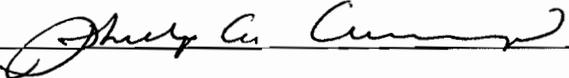
LIST THE FOLLOWING CORPORATE OFFICERS:

~~PRESIDENT:~~ CEO / EUGENE HELL

~~VICE PRESIDENT:~~ CFO / Chris Lefora

~~SECRETARY:~~ CIC / Lou Schwartz

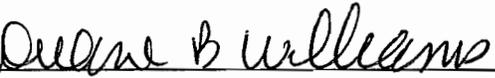
~~TREASURER:~~ VP/Events / Ken Davis

**SIGNATURE OF PRESIDENT: 

ATTEST: See Attached (CORPORATE SECRETARY)

Subscribed and sworn to before me this
19 day of December, 2011.

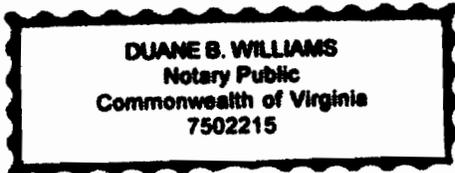
My commission expires: July 31, 2015

x 
Notary Public Signature

Notary Seal

* 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.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.



SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent 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.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____

VICE PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

_____ day of _____, 20____.

My commission expires:

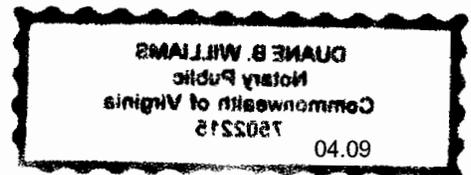
X _____

Notary Public Signature

Notary Seal

* **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.**

** **In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**



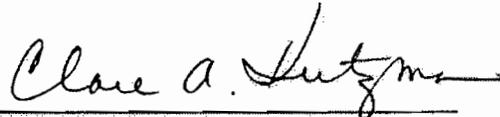
CERTIFICATE OF AUTHORITY

I, **Clare A. Kretzman**, the undersigned, hereby certify that I am the **Managing Vice President, Associate General Counsel and Assistant Secretary** of **Gartner, Inc.**, a Delaware corporation (the "Corporation"), and that **Phillip A. Cummings**, in his capacity as **Senior Director, Government Contracts**, of the Corporation is hereby authorized by the Corporation's Delegation of Authority to sign client contracts or amendments to client contracts with public sector clients in the ordinary course of business on behalf of the Corporation.

I do further certify that the Delegation of Authority has not been revoked and is now in full force and effect.

Dated this 5th day of January, 2010.

GARTNER, INC.



Clare A. Kretzman
MVP, Associate General Counsel and
Assistant Secretary

Subscribed and sworn to before me on this 5th day of January 2010.



Notary Public

My commission expires: 6/30/14

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Joni Proctor

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de la Cruz

COOK COUNTY CHIEF PROCUREMENT OFFICER

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 1 DAY OF May, 2012

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

12-90-098

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 219,600
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

