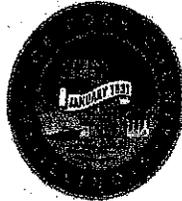


**PROFESSIONAL SERVICES AGREEMENT**

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY BUREAU OF INFORMATION TECHNOLOGY  
COOK COUNTY SHERIFF'S DEPARTMENT OF INFORMATION TECHNOLOGY  
AND

GARTNER INC  
CONTRACT NO. 1525-14406

BASED ON THE KANSAS DEPARTMENT OF ADMINISTRATION CONTRACT  
CONTRACT ID: 35945

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

MAR 11 2015

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal

Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(2) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(3) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(4) Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

**g) 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.

**h) 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.

**i) Patents, Copyrights and Licenses**

If applicable, Contractor shall furnish the Chief Procurement Officer 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.

**j) Examination of Records and Audits**

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.

**k) 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 names of 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 Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

#### **ARTICLE 4) TERM OF PERFORMANCE**

##### **a) Term of Performance**

This Agreement takes effect when approved by the Office of the Chief Procurement Officer and its term shall begin on March 15, 2015 and continue until April 30, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

##### **b) Timeliness of Performance**

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibits 1 and 2. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

##### **c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two (2) additional one (1) year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

## **ARTICLE 5) COMPENSATION**

### **a) Basis of Payment**

The County will pay Consultant according to the Scope of Services and Compensation in the attached Exhibits 1 and 2 for the successful completion of services.

### **b) Method of Payment**

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Scope of Services and Compensation in the attached Exhibits 1 and 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. 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.

### **c) Funding**

Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 and 2 without a written amendment in accordance with Section 10.c.

### **d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) 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.

**f) 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 5.f., 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.

**g) 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.

**ARTICLE 6) 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 her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. 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.

#### **ARTICLE 7) COMPLIANCE WITH ALL 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.

#### **ARTICLE 8) SPECIAL CONDITIONS**

##### **a) Warranties and Representations**

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**e) Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be

**PROFESSIONAL SERVICES AGREEMENT**

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used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
  - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

(v) Failure to comply with Article 7 in the performance of the Agreement.

(vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the

cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;

- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**c) Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the

County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

**d) Suspension**

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

**e) Right to Offset**

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**f.) 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.

**g.) 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.

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

**ii) No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this

Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

**iii) No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

**b) Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

**c) 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.

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.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this GC-10, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

**d) Governing Law and Jurisdiction**

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, 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.

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any

constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or

more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**g) Cooperation**

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

**i) Independent Contractor**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

**j) 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.

**ARTICLE 11) NOTICES**

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.

If to the County: Chief Information Officer  
Cook County Bureau of Technology  
69 West Washington, Room 2700  
Chicago, IL 60602

Chief of Information and Administration  
Cook County Sheriff's Department of Information Technology  
3026 South California  
3<sup>rd</sup> Floor IT Unit  
Chicago, IL 60608

and

Cook County Chief Procurement Officer  
118 North Clark Street. Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

**If to Consultant:**

Jamail Carter  
Senior Account Executive  
Public Sector  
Gartner Inc.  
200 West Jackson  
Suite 2000  
Chicago, IL 60606

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

**ARTICLE 12)      AUTHORITY**

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

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RIGHT TO OFFSET ..... 17  
a) Events of Default Defined ..... 17  
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Economic Disclosure Statement  
Signature Pages

**List of Exhibits**

- Exhibit 1: Scope of Services and Compensation for Bureau of Technology (BOT)
- Exhibit 2: Scope of Services and Compensation for Sherriff's IT Department
- Exhibit 3: Evidence of Insurance
- Exhibit 4: State of Kansas Agreement Contract ID 35945
- Exhibit 5: Board Approval

**EXHIBIT 1**

**SCOPE OF SERVICES AND COMPENSATION FOR THE  
BUREAU OF TECHNOLOGY**

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
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	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

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](http://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.

**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.

*Gartner is providing online subscription based services.  
100% of the effort is delivered by Gartner employees.*

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: \_\_\_\_\_

Certifying Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

FEIN #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Contract #: \_\_\_\_\_

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

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

SEAL

SEAL

## 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 88-1459 (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 85-1380.

**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
<u>None</u>	
_____	
_____	

**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 (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit:

**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 AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

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

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

**Privilege Information:**

County Privilege: \_\_\_\_\_  
 County Department: \_\_\_\_\_

**Applicant Information:**

Last name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
 SS# (Last Four Digits): \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Home Phone: ( ) \_\_\_\_\_ Drivers License No: \_\_\_\_\_

**Child Support Obligation Information:**

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

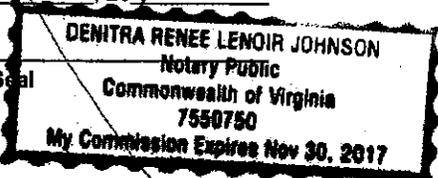
- A. The Applicant has no judicially or administratively ordered child support obligations.
- B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: *Shirley A. [Signature]* Date: 2/18/15

Subscribed and sworn to before me this 18th day of February, 2015

x *Denitra Renee Lenoir Johnson*  
 Notary Public Signature Notary Seal



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

## **AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Gartner Inc. doing business as a corporation of the State of Illinois, hereinafter referred to as "Consultant", pursuant to authorization of the Office of the Chief Procurement Officer.

## **BACKGROUND**

*Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.*

**NOW, THEREFORE**, the County and Consultant agree as follows:

## **TERMS AND CONDITIONS**

### **ARTICLE 1) INCORPORATION OF BACKGROUND**

The Background information set forth above is incorporated by reference as if fully set forth here.

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

The following words and phrases have the following meanings for purposes of this Agreement:

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

# 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 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 GARNER INC. D/B/A: \_\_\_\_\_ EIN NO.: 04-3099750

Street Address: 56 TOP GALLANT ROAD

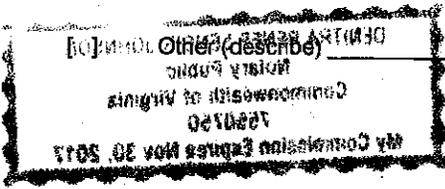
City: STAMFORD State: CT. Zip Code: 06802

Phone No.: 1 203 964-0096

### Form of Legal Entity:

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture



**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
T. LOWE PRICE	100 E 24TH BAYVIEW, MD	15.7%
BONON CAPITAL GROUP	767 FIFTH AVE, NEW YORK NY	9.1%
MARLENE STANLEY	1587 BROADWAY, NEW YORK NY	6.4%

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
The above listed entities are mutual funds. No individual owns 5% or more of identical outstanding stocks.		

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.

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

*Philip A. Cummings*  
Signature

philip.cummings@bancorp.com  
E-mail address

DIRECTOR, GOVT CONTRACTS  
Title

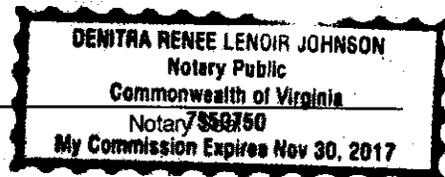
02/18/15  
Date

1 703 387 - 5619  
Phone Number

Subscribed to and sworn before me this 18th day of February 2015

x *Denitra Renee Lenoir Johnson*  
Notary Public Signature

My commission expires:





**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](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

**DEFINITIONS:**

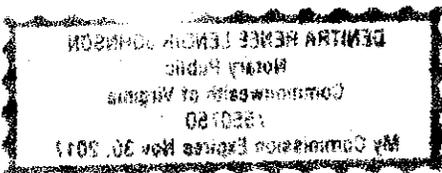
*"Calendar year"* means January 1 to December 31 of each year.

*"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: N/A Title: N/A

Business Entity Name: BANCOZ INC. Phone: 1 203 864 - 0080

Business Entity Address: 56 700 WALLACE ROAD, STAMFORD CT. 06802

\_\_\_\_\_ 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.

[Signature] 2/18/15  
 Owner/Employee's Signature Date

Subscribe and sworn before me this 18th Day of February, 2015

a Notary Public in and for Prince William County VA

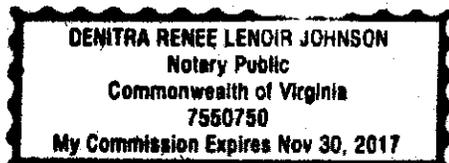
[Signature]  
 (Signature)

NOTARY PUBLIC  
 SEAL

My Commission expires Nov. 30, 2017

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\_\_\_\_

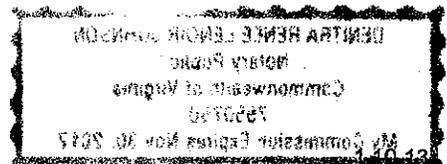
My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal



**SIGNATURE BY A CORPORATION  
(SECTION 9)**

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: PARTNER INC.

BUSINESS ADDRESS: 56 700 GALLANT ROAD  
STAMFORD, CT. 06902-7700

BUSINESS TELEPHONE: 1203 316 3627 FAX NUMBER: 1203 286-1473

CONTACT PERSON: CLARE KRETZMAN

FEIN: 04-3089790 \*IL CORPORATE FILE NUMBER: 57038624

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: EUGENE HALL VICE PRESIDENT: DAVID GODFREY

SECRETARY: LEWIS SCHWARTZ TREASURER: CRAIG SAFRAN

\*\*SIGNATURE OF PRESIDENT: *Phery G. Cummings* 2/18/15

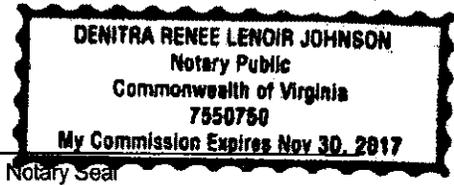
ATTEST: \_\_\_\_\_ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

18<sup>th</sup> day of February, 2015

*Denitra Renee Lenoir Johnson*  
Notary Public Signature

My commission expires:



\* 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 9)**

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: \_\_\_\_\_ \*IL CORPORATE FILE NUMBER: \_\_\_\_\_

**LIST THE FOLLOWING CORPORATE OFFICERS:**

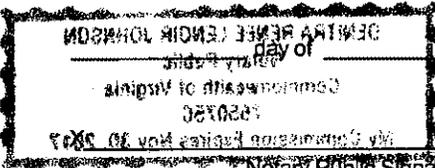
PRESIDENT: \_\_\_\_\_ VICE PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_ TREASURER: \_\_\_\_\_

**\*\*SIGNATURE OF PRESIDENT:** \_\_\_\_\_

ATTEST: \_\_\_\_\_ (CORPORATE SECRETARY)

Subscribed and sworn to before me this



\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My commission expires:

\_\_\_\_\_  
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.

**EXHIBIT 1**

**SCOPE OF SERVICES AND COMPENSATION FOR THE  
BUREAU OF TECHNOLOGY**

## Gartner, Inc. Service Agreement for Cook County Bureau of Technology ("Client")

This Service Agreement ("SA") is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 ("Gartner") and Client, and includes the terms and conditions of Gartner and State of Kansas Master Client Agreement No. SW895 with an effective date of 28 July 2011 to include the Research and Advisory Services MCA date 10 November 2011 the terms of which are incorporated by reference herein to include all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client and shall be effective when signed by both parties.

### 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.

*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.

#### Year 1

<u>Service Name</u>	<u>Level of Access</u>	<u>Number of Users</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee \$</u>	<u>Total Fee \$</u>
Gartner for Executive Programs	Member	1	Simona Rollinson	5/1/15	4/30/16	66,595	66,595
Gartner for Enterprise Leaders Applications (Oracle)	Advisor	1	Mary Jo Horace	5/1/15	4/30/16	47,215	47,215
Gartner for IT Leadership Team	Leader	1	Edward Paddock	5/1/15	4/30/16	24,320	24,320
Gartner for Technical Professionals (GTP)	Advisor SMB Enterprise Access	All IT Staff	All IT Staff	5/1/15	4/30/16	47,405	47,405
				<b>Total Services:</b>	<b>(Excluding applicable sales tax)</b>	\$185,535	\$185,535

#### Year 2

<u>Service Name</u>	<u>Level of Access</u>	<u>Number of Users</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee \$</u>	<u>Total Fee \$</u>
Gartner for Executive Programs	Member	1	Simona Rollinson	5/1/16	4/30/17	70,100	70,100
Gartner for Enterprise Leaders Applications (Oracle)	Advisor	1	Mary Jo Horace	5/1/16	4/30/17	49,700	49,700



**"Agreement"** means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Chief Procurement Officer"** means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

**"Department"** means the Cook County Using Department.

**"Services"** means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

**"Subcontractor"** means any person or entity with whom Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

**b) Interpretation**

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

**SERVICE DESCRIPTION**  
**Attachment to the Service Agreement**  
**EXECUTIVE PROGRAMS MEMBER**

Executive Programs Member (the "Service") is designed for the most senior technology executive in the organization, typically the CIO. This Service provides the client with (i) an ongoing advisory relationship with Gartner and (ii) a thinking partner to contextualize Gartner insights.

**DELIVERABLES**

Client may designate one (1) Licensed User, referred to herein as "Member," who may access the Deliverables listed below.

- Assigned Service Delivery Team
- Value Reviews
- Access to Analysts
- Symposium/ITxpo® with Executive Programs VIP access
- Executive Programs Events
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Talking Technology Series

**ADDITIONAL DEFINITIONS OF DELIVERABLES****1. Assigned Service Delivery Team**

An Executive Partner with past experience in senior technology executive roles and an Executive Client Manager will serve as the Member's primary points of contact. They will help define and develop individualized strategies based on their priorities and initiatives ("Member Agenda"). The Member may interact on a monthly basis with the Executive Partner and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: Strategy Meetings, analyst interactions, local events, Symposium attendance, peer networking interactions, or Executive Partner teleconferences or meetings.

Strategy Meetings between the Member and by invitation of the Member, one or more of the Member's peers (typically the CEO, CFO, CXO, et al.), and the Executive Partner may be to review and apply Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content, provide advice on issues of relevance to Member and/or to drive the Member Agenda.

**2. Value Reviews**

The Executive Partner will periodically conduct Value Reviews with the Member against the Member Agenda.

**3. Access to Analysts**

**Analyst Inquiry** – Provides access to Gartner Analysts associated with this Service. Participation is limited to the Gartner Analyst and the Member. Inquiry topic may be any area of Gartner-covered Research so long as the purpose is to advance the Member Agenda.

**Prioritized Analyst Scheduling** – The Member is entitled to prioritized scheduling for Analyst Inquiry and 1-on-1 sessions at Symposium/ITxpo.

**4. Events**

**Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements plus Executive Programs VIP access.

**Executive Programs Events** – Complimentary, nontransferable invitation to attend local content-based Gartner Executive Programs Events, including regional CIO Leadership Forums, where available.

As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

**5. Peer Networking**

**Peer Directory** – Access to searchable directory of senior technology leaders and CEOs.

**Online Forums** – Access to virtual discussions of common issues among peers on gartner.com, including a private forum exclusive for Executive Programs Members and Leaders.

**Offline Meetups** – Access to designated program lounges at Symposium

**Facilitated Networking** – Executive Partner will, upon request, arrange meetings or conference calls with peers around a specific topic to discuss best practices or areas of expertise.

**6. Gartner for IT Leaders Research and Related Content** – Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

**7. IT Key Metrics Data** – Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

**8. Executive Programs Research and Related Content**

**Research Reports** – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect (Schedules are approximations and are dependent on the publication schedule of relevant Research). Includes associated tools and teleconferences hosted by Executive Programs Research Report authors to discuss topics of their Research Reports.

**Business Research and Related Content** – Targeted to CIOs, CFOs, and other business executives.

**9. Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program that can be accessed via gartner.com or downloaded to an MP3 device.

**ADDITIONAL TERMS & CONDITIONS**

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 TECHNICAL PROFESSIONALS  
ADVISOR SMALL AND MIDSIZE BUSINESS**

Gartner for Technical Professionals Advisor Small and Midsize Business (the "Service") provides clients who maintain a threshold minimum investment in select Gartner products with access to all Gartner for Technical Professionals Research published through [gartner.com](http://gartner.com) and also with the option of scheduling dialogues with Analysts that support the Service.

**DELIVERABLES**

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

- **Published Research** — Focuses on application platforms, collaboration and content management, data center, data management, identity and privacy, security and risk management, and wireless and mobility.
- **Reference Architecture** — Web-based tool that assists in making informed strategy and architecture decisions in the technological and organizational environment.
- **Webinars** — Periodic Web conferences where Gartner Analysts speak on timely topics in information technology and then solicit questions from listeners.
- **Gartner Peer Connect** — Provides access to a community of IT professionals who share opinions about technology products and vendors.
- **Analyst Dialogues** — Access to Gartner Analysts associated with the Service purchased by Client.
- **Event Ticket** — One (1) ticket per Client organization to a Catalyst Event. In addition, a Catalyst Ticket may be used to register for a Summit Event. The Catalyst or Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles one (1) Licensed User to register for one (1) admission to the Event specified in the Ticket Letter e-mailed to Client. Tickets are valid for 12 (twelve) months from the date of issue which is indicated by the expiration date shown on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner conferences that take place during the 12-month (twelve-month) contract term of the Research offering for which the Ticket has been issued.

Tickets are transferable within the Client organization but not to another company. A Ticket may not be used by more than one (1) employee nor for admission to the following Gartner Events: Gartner Symposium/ITxpo<sup>®</sup>, Supply Chain Executive Conference, Gartner Seminars, or Gartner CIO Leadership Forum.

Your purchase and use of a Ticket(s) is subject to and governed by the online registration terms and conditions at <http://www.gartner.com/technology/about/policies/events-terms.jsp>.

**ADDITIONAL TERMS & CONDITIONS**

Participation in Analyst Dialogues is subject to the following terms:

1. Licensed Users with Advisor-level access may engage with a Gartner Analyst to: (i) discuss a Gartner for Technical Professionals Research document published within the scope of their specific Service, and/or (ii) apply a Gartner for Technical Professionals Research document to a related issue their company is facing.

2. Participation in Analyst Dialogue is limited to the Licensed User(s) and the Gartner Analyst only (i.e., non-Users, inside or outside client company, may not attend or otherwise participate).

Analyst Dialogue sessions may take up to 60 (sixty) minutes of an Analyst's time and may also be used to request basic reviews of technical-related documents of 20 (twenty) pages or less that take up to 60 (sixty) minutes of an Analyst's time. Examples include technical architecture proposals and technical plans.

All Licensed Users that access this Service must be IT staff members who are currently employed by the client organization.

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](http://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 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**

Client may designate one (1) Licensed User, referred to herein as "Member<sup>1</sup>," who may access the Deliverables described below. The sections following this list provide additional guidance:

- Assigned Service Delivery Team
- Annual Onsite Meeting
- Facilitated Networking and Peer Community Events
- Gartner for IT Leaders Research and Related Content
- Summit Event Ticket
- Analyst Inquiry

**1. Assigned Service Delivery Team**

The Leadership Partner and Client Manager will serve as Member's delivery team for this Service. They will maintain the relationship through the delivery of the Services and implementation of a Member Value Plan. The Client Manager will facilitate Inquiry and respond to specific requests for Gartner research and insight.

- **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, up to three (3) key initiatives and action plan.

**2. One (1) Annual Onsite Meeting** — Member will meet with the Leadership Partner for coaching and advice, with focus on strategic planning and execution of up to three (3) key initiatives. Guidance will be based on the collective expertise of Gartner Research and the Member Peer Community.**3. Facilitated Networking and Peer Community Events and Content**

- **Facilitated Networking** — Member may request meetings or conference calls with peers around a specific topic to exchange information about best practices or areas of expertise.
- **Peer Community Events and Content**
  - **Peer Community Events** — Held two (2) times per year for 1.5 days, these Events focus on Member-selected topics, provide a venue for networking and peer exchange, feature Member presentations on working solutions and offer facilitated workshops with Gartner Analysts. Gartner may, as necessary, change Analysts or supplement the Analyst with a Gartner Subject Matter Expert.
  - **Peer Community Research and Peer Content** — Members can access My Gartner for exclusive case studies and findings, focused on critical issues and Member-contributed presentations, tools and templates.

**4. Gartner for IT Leaders Research and Related Content** — Members will have access to this Research and Content which may be updated over time.**5. Summit Event Ticket** — The Summit Event Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner Summit Conference as specified in the Ticket Letter e-mailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, as indicated by the expiration date

shown on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner conferences that take place during the 12-month (twelve-month) contract term of the Research offering for which the Ticket has been issued. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than a Summit Event or a Catalyst Event. Your purchase and use of a Ticket(s) is subject to and governed by the online registration terms and conditions at:

<http://www.gartner.com/technology/about/policies/events-terms.jsp>

6. **Analyst Inquiry** — Provides access to Gartner Analysts who are associated with the Service purchased by Client. Participation is limited to the Gartner Analyst, the Member, and the Member's team (as reasonably required for the Member's business purposes). In all instances, the Member must be present on the Inquiry call and the topic may be any area of Gartner-covered Research so long as the purpose is to advance the Member's agenda.

Member may also identify a "Designated Delegate" from within the Client organization to support the Member by attending one (1) Peer Community Event and accessing Peer Community Event content.

#### **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. This 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](http://gartner.com).

**SERVICE DESCRIPTION**  
**Attachment to the Service Agreement**  
**GARTNER FOR IT LEADERSHIP TEAM:**  
**TEAM LEADER**

Gartner for IT Leadership Team: Team Leader (the "Service") is an expanded version of the Gartner for IT Leaders Advisor offering that enables access to Gartner Research and Analysts related to specific IT roles in a team environment (i.e., a Team Leader and Team Members).

**DELIVERABLES**

The Gartner for IT Leadership Team is comprised of a Leader and Team Members, each of whom has their own Service Description setting forth the Deliverables and entitlements for that Leader or Member. The Service is accessible by a Gartner for IT Leadership Team Leader (the "Team Leader") and by his/her direct reports or cross-functional team (the "Team Members"), as set forth in the Service Agreement. Collectively, the Team Leader and his/her Team Members are "Licensed Users".

The Deliverables for the Team Leader set forth below.

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

**ADDITIONAL TERMS & CONDITIONS**

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). The Team Leader is entitled to two types of Inquiry: (i) Inquiry sessions with the Gartner Analyst ("Analyst Inquiry"); and (ii) Inquiry sessions with the Gartner Analyst and the IT Leadership Team ("Team Inquiry"). The Team Leader must schedule and attend the Team Inquiry sessions in which Team Members may lead the discussion or pose questions to the Analyst on behalf of the team to advance the Team Leader's agenda.

The Team Leader may use Key Insights Document Share on [gartner.com](http://gartner.com) to forward to others in the Client organization Key Insights summaries of up to 25 (twenty-five) Gartner Research documents per contract year. If a Key Insight summary is not available, the Team Leader may forward a PDF copy of the full document. This 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 is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner Summit Conference as specified in the Ticket Letter e-mailed to Client. A Summit Ticket may also be used to register for a Catalyst Event. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner Events during the 12-month (twelve-month) contract term of that Research offering. Tickets are transferable within the Client organization but may not be transferred to another company. A single Ticket may not be used by more than one (1) employee and may not be used for admission to any Gartner Event other than Summit or Catalyst. All purchase and use of Gartner Event Ticket(s) is subject to and governed by the online registration terms & conditions at:

<http://www.gartner.com/technology/about/policies/events-terms.jsp>

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](http://gartner.com).

**EXHIBIT 2**

**SCOPE OF SERVICES AND COMPENSATION FOR THE  
SHERIFF'S INFORMATION TECHNOLOGY DEPARTMENT**

## Gartner, Inc. Service Agreement for Cook County Department of Corrections ("Client")

This Service Agreement ("SA") is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 ("Gartner") and Client, and includes the terms and conditions of Gartner and State of Kansas Master Client Agreement No. SW895 with an effective date of 28 July 2011 to include the Research and Advisory Services MCA date 10 November 2011 the terms of which are incorporated by reference herein to include all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client and shall be effective when signed by both parties.

### 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.

*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.

#### Year 1

<u>Service Name</u>	<u>Level of Access</u>	<u>Number of Users</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee \$</u>	<u>Total Fee \$</u>
Gartner for Technical Professionals (GTP)	Advisor SMB Enterprise Access	All IT Staff	All IT Staff	5/1/15	4/30/16	49,900	49,900
Gartner Executive Programs	Member	1	Robert McInerney	5/1/15	4/30/16	70,100	70,100
				<b>Total Services:</b>	<b>(Excluding applicable sales tax)</b>	\$120,000	\$120,000

#### Year 2

<u>Service Name</u>	<u>Level of Access</u>	<u>Number of Users</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee \$</u>	<u>Total Fee \$</u>
Gartner for Technical Professionals (GTP)	Advisor SMB Enterprise Access	All IT Staff	All IT Staff	5/1/16	4/30/17	49,900	49,900
Gartner Executive Programs	Member	1	Robert McInerney	5/1/16	4/30/17	70,100	70,100
				<b>Total Services:</b>	<b>(Excluding applicable sales tax)</b>	\$120,000	\$120,000

Due to the multi-year term of this Service Agreement, Client expressly waives its right of termination for convenience.

**2. SERVICE DESCRIPTIONS:**

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Gartner for Technical Professionals (GTP) / Advisor SMB Enterprise Access	<a href="http://www.gartner.com/it/sd/sd_techpro_advisor_smb.pdf">http://www.gartner.com/it/sd/sd_techpro_advisor_smb.pdf</a>
Gartner Executive Programs - Member	<a href="http://www.gartner.com/it/sd/sd_ep_member.pdf">http://www.gartner.com/it/sd/sd_ep_member.pdf</a>

**3. PAYMENT TERMS**

Gartner will invoice Client in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order ("**PO**") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. This SA may be signed in counterparts.

**4. CLIENT BILLING INFORMATION**

\_\_\_\_\_  
*Purchase Order Number*

\_\_\_\_\_  
*Billing Address*

\_\_\_\_\_  
*Invoice Recipient Name*

\_\_\_\_\_  
*Invoice Recipient Email*

\_\_\_\_\_  
*Invoice Recipient Tel. No.*

**5. AUTHORIZATION**

Client:

Gartner, Inc.

\_\_\_\_\_  
*Signature/Date*

\_\_\_\_\_  
*Signature/Date*

\_\_\_\_\_  
*Print Name and Title*

\_\_\_\_\_  
*Print Name and Title*

- Exhibit 1: Scope of Services and Compensation for BOT
- Exhibit 2: Scope of Services and Compensation for Sherriff's Office
- Exhibit 3: Evidence of Insurance
- Exhibit 4: State of Kansas Agreement Contract ID 35945
- Exhibit 5: Board Approval

### **ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**

#### **a) Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibits 1 and 2, Scope of Services and Compensation and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

#### **b) Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

#### **c) Standard of Performance**

**SERVICE DESCRIPTION**  
**Attachment to the Service Agreement**  
**EXECUTIVE PROGRAMS MEMBER**

Executive Programs Member (the "Service") is designed for the most senior technology executive in the organization, typically the CIO. This Service provides the client with (i) an ongoing advisory relationship with Gartner and (ii) a thinking partner to contextualize Gartner insights.

**DELIVERABLES**

Client may designate one (1) Licensed User, referred to herein as "Member," who may access the Deliverables listed below.

- Assigned Service Delivery Team
- Value Reviews
- Access to Analysts
- Symposium/ITxpo® with Executive Programs VIP access
- Executive Programs Events
- Peer Networking
- Gartner for IT Leaders Research and Related Content
- IT Key Metrics Data
- Executive Programs Research and Related Content
- Talking Technology Series

**ADDITIONAL DEFINITIONS OF DELIVERABLES****1. Assigned Service Delivery Team**

An Executive Partner with past experience in senior technology executive roles and an Executive Client Manager will serve as the Member's primary points of contact. They will help define and develop individualized strategies based on their priorities and initiatives ("Member Agenda"). The Member may interact on a monthly basis with the Executive Partner and Gartner to ensure ongoing engagement and delivery of value. Interactions may include: Strategy Meetings, analyst interactions, local events, Symposium attendance, peer networking interactions, or Executive Partner teleconferences or meetings.

Strategy Meetings between the Member and by invitation of the Member, one or more of the Member's peers (typically the CEO, CFO, CXO, et al.), and the Executive Partner may be to review and apply Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content, provide advice on issues of relevance to Member and/or to drive the Member Agenda.

**2. Value Reviews**

The Executive Partner will periodically conduct Value Reviews with the Member against the Member Agenda.

**3. Access to Analysts**

**Analyst Inquiry** – Provides access to Gartner Analysts associated with this Service. Participation is limited to the Gartner Analyst and the Member. Inquiry topic may be any area of Gartner-covered Research so long as the purpose is to advance the Member Agenda.

**Prioritized Analyst Scheduling** – The Member is entitled to prioritized scheduling for Analyst Inquiry and 1-on-1 sessions at Symposium/ITxpo.

**4. Events**

**Attendance at Symposium/ITxpo** – One (1) complimentary, nontransferable invitation to attend Gartner Symposium/ITxpo, including standard Symposium entitlements plus Executive Programs VIP access.

**Executive Programs Events** – Complimentary, nontransferable invitation to attend local content-based Gartner Executive Programs Events, including regional CIO Leadership Forums, where available.

As part of the registration process, you will receive access to Gartner Events Terms & Conditions containing legal disclosures specific to your Event experience.

**5. Peer Networking**

**Peer Directory** – Access to searchable directory of senior technology leaders and CEOs.

**Online Forums** – Access to virtual discussions of common issues among peers on [gartner.com](http://gartner.com), including a private forum exclusive for Executive Programs Members and Leaders.

**Offline Meetups** – Access to designated program lounges at Symposium

**Facilitated Networking** – Executive Partner will, upon request, arrange meetings or conference calls with peers around a specific topic to discuss best practices or areas of expertise.

**6. Gartner for IT Leaders Research and Related Content** – Includes Gartner Core IT and Role-specific Research; diagnostic tools, templates, and case studies; Weekly Picks and News Analysis; and webinars featuring Gartner Analysts.

**7. IT Key Metrics Data** – Provides performance metrics on trends in IT spending and staffing, unit costs, and performance measures across critical IT domains.

**8. Executive Programs Research and Related Content**

**Research Reports** – Up to 12 (twelve) Reports per year, covering Gartner-selected topics on areas where business and IT intersect (Schedules are approximations and are dependent on the publication schedule of relevant Research). Includes associated tools and teleconferences hosted by Executive Programs Research Report authors to discuss topics of their Research Reports.

**Business Research and Related Content** – Targeted to CIOs, CFOs, and other business executives.

**9. Talking Technology Series** – Analyst commentaries on the latest IT topics in a monthly audio program that can be accessed via [gartner.com](http://gartner.com) or downloaded to an MP3 device.

**ADDITIONAL TERMS & CONDITIONS**

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**SERVICE DESCRIPTION****Attachment to the Service Agreement****GARTNER FOR TECHNICAL PROFESSIONALS  
ADVISOR SMALL AND MIDSIZE BUSINESS**

Gartner for Technical Professionals Advisor Small and Midsize Business (the "Service") provides clients who maintain a threshold minimum investment in select Gartner products with access to all Gartner for Technical Professionals Research published through gartner.com and also with the option of scheduling dialogues with Analysts that support the Service.

**DELIVERABLES**

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

- **Published Research** — Focuses on application platforms, collaboration and content management, data center, data management, identity and privacy, security and risk management, and wireless and mobility.
- **Reference Architecture** — Web-based tool that assists in making informed strategy and architecture decisions in the technological and organizational environment.
- **Webinars** — Periodic Web conferences where Gartner Analysts speak on timely topics in information technology and then solicit questions from listeners.
- **Gartner Peer Connect** — Provides access to a community of IT professionals who share opinions about technology products and vendors.
- **Analyst Dialogues** — Access to Gartner Analysts associated with the Service purchased by Client.
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**ADDITIONAL TERMS & CONDITIONS**

Participation in Analyst Dialogues is subject to the following terms:

1. Licensed Users with Advisor-level access may engage with a Gartner Analyst to: (i) discuss a Gartner for Technical Professionals Research document published within the scope of their specific Service, and/or (ii) apply a Gartner for Technical Professionals Research document to a related issue their company is facing.

2. Participation in Analyst Dialogue is limited to the Licensed User(s) and the Gartner Analyst only (i.e., non-Users, inside or outside client company, may not attend or otherwise participate).

Analyst Dialogue sessions may take up to 60 (sixty) minutes of an Analyst's time and may also be used to request basic reviews of technical-related documents of 20 (twenty) pages or less that take up to 60 (sixty) minutes of an Analyst's time. Examples include technical architecture proposals and technical plans.

All Licensed Users that access this Service must be IT staff members who are currently employed by the client organization.

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](http://gartner.com).

**EXHIBIT 3**

**INSURANCE REQUIREMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
02/13/2015

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY office 199 Water Street New York NY 10038-3551 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105															
	<b>E-MAIL ADDRESS:</b>															
<b>INSURED</b> Gartner, Inc. 56 Top Gallant Road PO Box 10212 Stamford CT 06904-2212 USA		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C: Valley Forge Insurance Co</td> <td>20508</td> </tr> <tr> <td>INSURER D: American Casualty Co. of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER E: AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Continental Insurance Company	35289	INSURER B: Continental Casualty Company	20443	INSURER C: Valley Forge Insurance Co	20508	INSURER D: American Casualty Co. of Reading PA	20427	INSURER E: AIG Specialty Insurance Company	26883	INSURER F:	
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INSURER F:																

**COVERAGES**      **CERTIFICATE NUMBER: 570056812493**      **REVISION NUMBER:**

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

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Emp Benefits Ded \$1,000  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		6014176217	06/30/2014	06/30/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded \$1,000 <input checked="" type="checkbox"/> Coll Ded \$1,000		6014176248	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		6011488543	06/30/2014	06/30/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	5085006231 WC - AOS 5085006276 WC - CA	06/30/2014	06/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
E	E&O-MPL-Primary		013405538 SIR applies per policy terms & conditions	06/30/2014	06/30/2015	Each Claim \$10,000,000 Deductible \$1,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Contract Number: 1525-14406, Technology Research and Advisory Service. Cook County, its officials, employees and agents are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability and Automobile Liability policies as their interest may appear.

**CERTIFICATE HOLDER****CANCELLATION**

Cook County Office of the Chief Procurement Officer Attn: Room 1018 118 North Clark Street Chicago IL 60602-USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast Inc</i>
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Holder Identifier :

Certificate No : 570056812493



**EXHIBIT 4**

**STATE OF KANSAS AGREEMENT  
CONTRACT ID 35945**

Division of Purchases  
900 SW Jackson, Room 102N  
Topeka, KS 66612-1268

Dennis R. Taylor, Secretary  
Chris Howe, Director



Department of Administration

phone: 785-296-2376  
fax: 785-296-7240  
email: [chris.howe@da.ks.gov](mailto:chris.howe@da.ks.gov)  
[www.da.ks.gov/purch](http://www.da.ks.gov/purch)

Sam Brownback, Governor

## CONTRACT AWARD

**Date of Award:** July 28, 2011

**Contract ID:** 00000000000000000000035946

**SMART Vendor ID:** 0000002454

**Replaces Contract:** 03372

**Procurement Officer:** Bonnie L Edwards

**Telephone:** 785-296-3126

**E-Mail Address:** [bonnie.edwards@da.ks.gov](mailto:bonnie.edwards@da.ks.gov)

**Web Address:** <http://da.ks.gov/purch>

**Item:** Research Assistance (RA) Servi

**Agency/Business Unit:** Statewide Optional Use

**Period of Contract:** Date of Award through July 30, 2016  
(With the option to renew for one (1) additional five (5) year renewal period)

**Contractor:** GARTNER INC  
12600 GATEWAY BLVD  
FORT MYERS, FL 33913-8006  
Local Telephone: (807) -857-5746  
Contact Person: Eric Pautz  
Email: [eric.pautz@gartner.com](mailto:eric.pautz@gartner.com)

**Payment Terms:** Net 30

**Political Subdivisions:** Pricing is available to the political subdivisions of the State of Kansas.

**Procurement Cards:** Agencies may not use a P-Card for purchases from this contract.

**Administrative Fee:** No Administrative Fee will be assessed against purchases from this contract.

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The above referenced contract award was recently posted to the Division of Purchases internet website. The document can be downloaded by going to the following website:  
<http://www.da.ks.gov/purch/Contracts/>

### TERMS AND CONDITIONS

1. **Contract Documents:** In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:
  - o Form DA 146a;
  - o written modifications to the executed contract;
  - o written contract signed by the parties;
  - o the RFP, including any and all amendments; and
  - o Contractor's written proposal submitted in response to the RFP as finalized.

2. **Contract Formation:** No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful contractor.

3. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Division of Purchases  
900 SW Jackson St, Room 102N  
Topeka, Kansas 66612-1288  
RE: Contract Number 36945

or to any other persons or addresses as may be designated by notice from one party to the other.

4. **Termination for Cause:** The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
  - o the Contractor fails to make delivery of goods or services as specified in this contract;
  - o the Contractor provides substandard quality or workmanship;
  - o the Contractor fails to perform any of the provisions of this contract, or
  - o the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

5. **Termination for Convenience:** The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.
6. **Rights and Remedies:** If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and

purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

**d) Personnel**

**i) Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

**ii) Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

7. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantines, strikes other than by Contractor's employees, and freight embargoes.
8. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.
9. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

10. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

11. **Subcontractors:** The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
12. **Proof of Insurance:** Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Division of Purchases.
13. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.
14. **Confidentiality:** The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract, or thereafter. Contractor agrees to return any or all data furnished by this State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.
15. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.
16. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

17. **Hold Harmless:** The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

18. **Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.
19. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.
20. **Retention of Records:** Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

21. **Antitrust:** If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.
22. **Modification:** This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
23. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.
- This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.
24. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
25. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.
26. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
27. **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

28. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.
29. **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.
30. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.
31. **Debarment of State Contractors:** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.
32. **Immigration and Reform Control Act of 1986 (IRCA):** All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.
- The contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.
- Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.
33. **Worker Misclassification:** The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.
34. **Injunctions:** Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.
35. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

36. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's price quotation. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

37. **Accounts Receivable Set-Off Program:** If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

38. **Definitions:** A glossary of common procurement terms is available at <http://da.ks.gov/puroh>, under "Purchasing Forms".

39. **Indefinite Quantity Contract:** This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

40. **HIPAA Confidentiality:** Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement

41. **Prices:** Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

42. **Payment:** Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-8403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

43. **Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Division of Purchases said issue is due to imperfection in material, design, workmanship or contractor fault.

44. **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.
45. **Implied Requirements:** All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.
46. **Acceptance:** No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.
47. **Ownership:** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.
48. **Software Code and Intellectual Property Rights:** As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the State of Kansas. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software or software code and related intellectual property to the state entity for which it was developed.
49. **Data:** Any and all data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.
50. **Certification of Materials Submitted:** The RFP, together with the specifications set forth herein and all data submitted by the contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.
51. **Inspection:** The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.
52. **Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

## SPECIFICATIONS

The term of this contract is for a five (5) year period from the date of award with a one (1) additional five (5) year renewal by written agreement of the parties. The purpose of this RFP is to establish a multi-vendor statewide contract, from which state agencies and all subdivisions of government can obtain subscription services for information technology research, product evaluations, expert advice, decision models, and other information beneficial for the research, development and implementation of information technology projects and services through state and local government.

There shall be no guaranteed minimum or maximum work to any one Contractor or to Contractors in the aggregate from this contract. It is the intent of the state to offer most RA work through this RFP but the state reserves the right to offer RA work through other RFP's.

The RFP may be re-released, at the sole discretion of the Division of Purchases, throughout the effective period, including any subsequent renewal periods, to permit additional Contractors to be added to the qualified list. Contractors selected to be on the qualified list during the initial or following solicitations and during the initial and any subsequent renewal periods do not need to resubmit proposals to subsequent releases. Contractors already on the qualified list may update their responses, if a re-release is made.

RFP responses will be evaluated on a pass/fail basis. Criteria for inclusion in the qualified list may include but is not limited to financial standing, depth of resources, demonstrated competence in successfully delivering RA services, and recognition that there have been no major problems in delivery of prior services to the State of Kansas.

### 5.1. Services to be provided:

The state often requires that RA services be engaged for larger IT projects, topics, issues, actions, plans, budgets or agencies. These services usually pose significant impact in their conclusions to warrant the acquisition of external information.

### 5.2. State Resources If Provided:

The state agency may assign agency staff to work with Contractor staff on a RA engagement. If agency staff is assigned, the Contractor and agency shall clearly designate in the executed award which entity is responsible for supervision of the assigned person(s) and how their performance is to be measured. Special care shall be taken in the event there are shared personnel resources to maintain the independent nature of the RA activity relative to the project.

### 5.3. General Provisions:

Unless a departure is otherwise specifically noted in writing within a Purchase Order, the following provisions shall apply to all Purchase Orders issued pursuant to this Contract:

1. All charges shall be billed in accordance with the response to a given Purchase Order. Prices and deliverables shall not change during the term of the award unless a written amendment to the award is negotiated between the agency and Contractor.
2. All work will generally be delivered to or offices based in Topeka, Kansas. There will be no reimbursement for travel expenses other than as listed below:
  - a. For work done in Topeka, no travel expense shall be paid.
  - Work required by the agency to be performed outside Topeka may receive reimbursement at the rates stated in the State of Kansas "Employee Travel Expense Reimbursement Handbook" in effect at the time the travel expense is incurred. Reimbursement for travel shall require prior written approval by the agency head or designee. Invoices for all travel expense reimbursement shall include applicable receipts.
3. The state agency will normally provide office space, supplies and equipment unless otherwise specified in the Purchase Order. Any abuse of agency-provided resources by the Contractor or its subcontractor may result in

the award termination, the Contractor being removed from the qualified list and/or recovery of any associated costs, at the sole discretion of the agency with the approval of the Director of the Division of Purchases or the Director's designee. Recovery of any associated costs may include non-payment of current invoices, deductions from future invoices or any other means available to the agency for such recovery.

4. All contracts entered into under this RFP must conform to all federal and state laws and regulation applicable to the agency.
5. All documents and materials, including but not limited to patents and royalties, pertaining to the work accomplished shall become the property of the state agency upon completion thereof, without restrictions as to their further use. The Federal Government shall also be granted a royalty free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and allow others to use for Federal Government purposes, such software, modifications, plans, documents and documentation as result under this contract, the Contractor may not release any such data without the written approval of the agency or the Federal Government.
6. Contractors shall provide the usual support services to their assigned staff. Monitoring assigned tasks will be completed by agency staff. This does not, however, release the Contractor of its responsibility for supervision of their staff.
7. Neither Contractor nor Contractor's personnel shall be deemed to be employees of the State. Contractor shall take appropriate measures to ensure that its personnel who perform services are adequately covered by any and all employer related taxes and insurance in accordance with applicable law. Contractor shall at all times comply with applicable employment laws as regards their employees.
8. The contractor warrants fault-free performance in the processing of date and date-related data (including, but not limited to, calculating, comparing, and sequencing) by all goods and services delivered. Fault-free performance includes, but is not limited to, the manipulation of data with correct results when using dates prior to, through, and beyond January 1, 2000, and shall be transparent to the user.  
  
Hardware and software products, individually and in combination, shall provide the correct system date and correct calculations which utilize or refer to the date data, without human intervention, including leap year calculations. Hardware and software products, individually and in combination, shall also provide correct results when moving forward or backward across the year 2000.
9. The Contractor must be in good standing with the State of Kansas and have no significant problems in prior work for the state.
10. The Contractor is responsible for the work performed by their subcontractors and management of their subcontractors.
11. Data confidentiality must be maintained by the Contractor and any of its subcontractors. Contractor may be exposed to confidential state documents. The Contractor shall adhere to applicable confidentiality and security provisions as communicated by the agency. Contractor shall operate under the direction, control and supervision of the agency for the purpose of handling confidential or secured information. In the event a Contractor or subcontractor violates this provision, the Contractor and/or subcontractor may, at the sole discretion of the Director of the Division of Purchases, be barred from submitting proposals for future Purchase Orders.
12. No Contractor may perform Research Assistance Services for a project where they have any other interest, whether as a prime or subcontractor. Appointment as a Research Assistance Contractor shall preclude appointment for any other work on the same project so long as the Research Assistance assignment remains active.
13. If an agency so designates, security clearances, which may include background investigations, shall be obtained on all personnel of the Contractor and their subcontractors, if any, prior to the beginning of any work for an agency. Costs to obtain such clearances or complete such background investigations shall be borne by the affected agency. However, Contractor and Contractor's employees or subcontractors shall comply fully with requests for information necessary to affect such clearances or investigations.

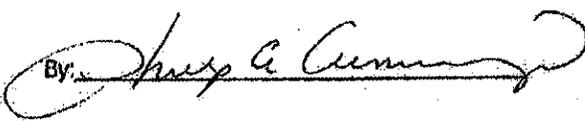
Subject to the terms and conditions of the bid specifications and this contract, State hereby accepts the offer of Gartner, Inc. as expressed by Contractor's bid submitted to the Division of Purchases on July 19, 2011, in response to Bid Event Number EVT0000709.

It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish Research Assistance (RA) Services for Statewide Optional Use on order of the Agency(s) at the price or prices contained herein.

This contract is entered into this 28th day of July, 2011 by and between the State of Kansas (State) and Gartner, Inc., O'Fallon, MO (Contractor).

Contractor: Gartner, Inc.

State of Kansas

By: 

By: 

CHRIS HOWE  
DIRECTOR OF PURCHASES

Printed Name: \_\_\_\_\_

Title: **Phillip A. Cummings**  
**Director, Government Contracts**

State of Kansas  
Department of Administration  
DA-146a (Rev. 04-11)

CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 76-8101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 76-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 76-8101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 11. Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment." |

COST SHEET:

Research and Advisory Services	Unit Pricing (\$)
<b>CORE CONNECT</b>	
Gartner Core Connect Reference single-member	19,100
Gartner Core Connect Reference multi-member	10,900
Gartner Core Connect Advisor single-member	28,800
Gartner Core Connect Advisor multi-member	20,500
<b>GARTNER FOR IT LEADERS (GITL)</b>	
GITL Reference single-member	22,200
GITL Reference multi-member	13,800
GITL Advisor single-member	31,800
GITL Advisor multi-member	23,600
<b>GARTNER FOR IT LEADERS (GITL) WORKGROUP</b>	
GITL Workgroup Cross Function: 1 Advisor & 3 Workgroup Members	66,400
GITL Workgroup Cross Function: Add-on Member (up to 7 max. per base Workgroup)	14,300
GITL Workgroup Role: 1 Advisor & 3 Workgroup Members	49,300
GITL Workgroup Role: Add-on Member (up to 7 max. per base Workgroup)	8,600
GITL Workgroup Essentials 1 Advisor & 3 Workgroup Members	43,900
GITL Workgroup Essentials: Add-on Member (up to 7 max. per base Workgroup)	6,800
<b>INDUSTRY ADVISORY SERVICES (IAS-G) - Single Industry</b>	
IAS-G Reference single-member	28,400
IAS-G Reference multi-member	20,000
IAS-G Advisor single member	42,100
IAS-G Advisor multi member	33,700
IAS-G Advisor Add-on to IT Executives or Enterprise IT Leaders	9,900
<b>INDUSTRY ADVISORY SERVICE (IAS-G) WORKGROUP - Single Industry</b>	
IAS-G Workgroup Cross Function: 1 Advisor & 3 Workgroup Members	90,400
IAS-G Workgroup Cross Function: Add-on Member (up to 7 max. per base Workgroup)	18,900
IAS-G Workgroup Role: 1 Advisor & 3 Workgroup Members	68,200
IAS-G Workgroup Role: Add-on Member (up to 7 max. per base Workgroup)	11,500
IAS-G Workgroup Essentials 1 Advisor & 3 Workgroup Members	54,100
IAS-G Workgroup Essentials: Add-on Member (up to 7 max. per base Workgroup)	6,800
<b>ENTERPRISE IT LEADERS (EITL)</b>	
Enterprise IT Leaders single-member	54,000
Enterprise IT Leaders multi-member	45,200
<b>ENTERPRISE IT LEADERS (EITL) WORKGROUP</b>	
EITL Workgroup Cross Function: 1 Advisor & 3 Workgroup Members	88,100
EITL Workgroup Cross Function: Add-on Member (up to 7 max. per base Workgroup)	14,300
EITL Workgroup Role: 1 Advisor & 3 Workgroup Members	71,000
EITL Workgroup Role: Add-on Member (up to 7 max. per base Workgroup)	8,800
EITL Workgroup Essentials 1 Advisor & 3 Workgroup Members	65,600

this Section 3.d(ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement.

iii) **Salaries and Wages**

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

EITL Workgroup Essentials: Add-on Member (up to 7 max. per base Workgroup)	8,800
<b>IT EXECUTIVE PORTFOLIO</b>	
IT Executives CIO Signature	80,300
IT Executives CIO single member	73,700
IT Executives CIO multi-member	66,500
IT Executive Essentials single-member	49,300
IT Executive Essentials multi-member	44,100
<b>IT NEWS AND INSIGHTS</b>	
	500
<b>GARTNER FOR IT ASSOCIATES *</b>	
Gartner for IT Associates 200 documents	32,400
Gartner for IT Associates 300 documents	48,600
Gartner for IT Associates 400 documents	64,800
Gartner for IT Associates 500 documents	81,000
Gartner for IT Associates Add-on 100 documents	16,200
* Purchasing terms and conditions apply	
<b>STRATEGIC ADVISORY SERVICES (SAS)</b>	
2011 SAS Worldwide Client - Internal Use of Analyst Time	11,900
2011 SAS Worldwide Client - Remote Advisory Engagement	6,100
2011 SAS Worldwide Client - External Speaking Engagement	18,300
<b>EVENTS</b>	
2011 Symposium Ticket - North America	2,795
2011 Themed Summit Ticket - North America	1,750
<b>BURTON IT1 *</b>	
Gartner Burton IT1 for Small and Mid Size Government Agency **	
Gartner Burton IT1 Advisor for Agency with up to 4,000 Employees	45,600
Gartner Burton IT1 Reference for Agency with up to 4,000 Employees	30,400
Gartner Burton IT1 Department	
Gartner Burton IT1 Department Advisor - up to 40 seats	90,200
Gartner Burton IT1 Department Reference - up to 40 seats	60,800
* Purchasing terms and conditions apply	
** Check with Sales representative for availability.	
<b>IT SCORECARDS</b>	
Level I Scorecard	20,600
Level II Scorecard	41,200
Level I Scorecard - Enhanced	47,800

The pricing for years two through nine of the Gartner proposal are provided for evaluation purposes only. Gartner reserves the right to refresh its pricing and product offerings on an annual basis consistent with the prices listed in the Gartner State & Local price list. The refreshed Pricing and Product offering will be provided to State of Kansas in January of each new calendar year in writing and the pricing will become effective within 14 days of submission to Client by Gartner and applicable to any renewal of existing services or initiation of new services.



# STATE OF KANSAS

## Price List for Contract SW 895

Prices are effective August 1, 2014 to July 31, 2015.

The rates herein apply to service delivery start date and purchase orders received during the effective dates. Supplier may offer to a Client rates consistent with the then current Gartner Public Sector pricing for the service(s) ordered or the rates listed herein in effective at the time of purchase.

<b>RESEARCH AND ADVISORY SERVICES</b>	<b>Unit Price (\$)</b>
<b>EXECUTIVE PROGRAMS INDIVIDUAL SOLUTIONS</b>	
Member single-user	78,900
Member multi-user	70,100
Member Basic single-user	53,900
Member Basic multi-user	48,200
<b>EXECUTIVE PROGRAMS INDIVIDUAL SOLUTIONS WITH INDUSTRY</b>	
Member single-user	86,800
Member multi-user	78,000
Member Basic single-user	61,800
Member Basic multi-user	56,100
<b>EXECUTIVE PROGRAMS LEADERSHIP TEAM <sup>1</sup></b>	
Leader	71,600
Partner	58,600
Delegate	37,500
Advisor	28,000
Cross Function	20,200
Role	14,400
<b>EXECUTIVE PROGRAMS LEADERSHIP TEAM WITH INDUSTRY <sup>1</sup></b>	
Leader	79,500
Partner	66,500
Delegate	45,400
Advisor	35,900
Cross Function	22,500
Role	16,400
<b>IT LEADERSHIP TEAM <sup>2</sup></b>	
Leader	25,600
Advisor	2,000
Cross Function	15,600
Role	9,500
Essentials	7,400
<b>GARTNER FOR IT LEADERS</b>	
Reference single-user	24,300
Reference multi-user	15,000
Advisor single-user	34,800
Advisor multi-user	25,600
<b>ENTERPRISE IT LEADERS</b>	
Enterprise IT Leaders single-user	59,300
Enterprise IT Leaders multi-user	49,700

<b>ENTERPRISE IT LEADERS WORKGROUP <sup>3</sup></b>	
Workgroup Cross Function: 1 Advisor & 3 Workgroup Members	96,500
Workgroup Cross Function: Add-on Member	15,600
Workgroup Role: 1 Advisor & 3 Workgroup Members	78,200
Workgroup Role: Add-on Member	9,500
Workgroup Essentials: 1 Advisor & 3 Workgroup Members	71,900
Workgroup Essentials: Add-on Member	7,400
<b>INDUSTRY ADVISORY SERVICE - Single Industry</b>	
Reference single-user	28,400
Reference multi-user	20,000
Advisor single-user	42,100
Advisor multi-user	33,700
Advisor Add-on to IT Executives or Enterprise IT Leaders	9,900
<b>INDUSTRY ADVISORY SERVICE WORKGROUP <sup>3</sup> - Single Industry</b>	
Workgroup Cross Function: 1 Advisor & 3 Workgroup Members	90,400
Workgroup Cross Function: Add-on Member	18,900
Workgroup Role: 1 Advisor & 3 Workgroup Members	68,200
Workgroup Role: Add-on Member	11,500
Workgroup Essentials: 1 Advisor & 3 Workgroup Members	55,900
Workgroup Essentials: Add-on Member	7,400
<b>CORE CONNECT</b>	
Core Connect Reference single-user	20,900
Core Connect Reference multi-user	11,800
Core Connect Advisor single-user	31,300
Core Connect Advisor multi-user	22,400
<b>GARTNER FOR TECHNICAL PROFESSIONALS <sup>5</sup></b>	
Technical Professionals Department Advisor	98,600
Technical Professionals Department Reference	66,400
Technical Professionals Advisor SMB <sup>6</sup>	49,900
Technical Professionals Reference SMB <sup>6</sup>	33,200
<b>GARTNER TECHNOLOGY PLANNER <sup>5</sup></b>	
Technical Planner	98,600
Technical Planner Essentials - Three Modules	83,400
Technical Planner Essentials - Two Modules	63,900
Technical Planner Essentials - One Module	39,100
<b>GARTNER TECHNOLOGY PLANNER SMB <sup>6</sup></b>	
Technical Planner SMB	49,900
Technical Planner Essentials SMB - Three Modules	42,200
Technical Planner Essentials SMB - Two Modules	32,300
Technical Planner Essentials SMB - One Module	19,800
<b>GARTNER FOR IT ASSOCIATES <sup>5</sup></b>	
Gartner for IT Associates 200 documents	37,600
Gartner for IT Associates 300 documents	56,400
Gartner for IT Associates 400 documents	75,200
Gartner for IT Associates 500 documents	94,000

Gartner for IT Associates Add-on 100 documents	18,800
<b>IT NEWS AND INSIGHT</b>	540
<b>STRATEGIC ADVISORY SERVICES (SAS)</b>	
Client Remote Advisory Engagement	6,700
Client Internal Use of Analyst Time	13,300
Client External Speaking Engagement	21,500
<b>EVENTS - North America</b>	
2014 Symposium Ticket	3,295
2014 Summit Ticket	2,050
2014 Seminar Ticket	2,350
2014 Catalyst Conference Ticket	2,050
2015 Symposium Ticket	TBD
2015 Summit Ticket	TBD
2015 Seminar Ticket	TBD
2015 Catalyst Conference Ticket	TBD
<b>RENEWAL ONLY RESEARCH AND ADVISORY SERVICES <sup>7</sup></b>	
<b>IT EXECUTIVE PORTFOLIO</b>	
IT Executives CIO Signature	87,800
IT Executives CIO single-user	80,500
IT Executives CIO multi-user	71,600
IT Executives CIO Essentials single-user	53,900
IT Executives CIO Essentials multi-user	48,200
Delegate Add-on to CIO Signature - LIMITED AVAILABILITY <sup>4</sup>	37,500
<b>NON-PROFIT HIGHER EDUCATION INSTITUTIONS ONLY</b>	
Higher Education - Core Research Campus Level Reference <4,999 FTE	19,700
Higher Education - Core Research Campus Level Reference 5,000-9,999 FTE	39,400
Higher Education - Core Research Campus Level Reference 10,000-24,999 FTE	59,100
Higher Education - Core Research Campus Level Reference 25,000+ FTE	78,800
Higher Education - Core Research Campus Level Reference - Community Colleges ONLY	19,700
Higher Education - Gartner for Technical Professional Advisor Campus for IT Staff only <sup>5</sup>	49,900
Higher Education - Gartner for Technical Professional Reference Campus for IT Staff only <sup>5</sup>	33,200
<b>CONSULTING SERVICES</b>	
Gartner Consulting helps our clients deliver high business-impact IT projects. Our experienced practitioners	

single-user applies to a buying center that has one individual license; multi-user applies to a buying center that has at least two qualifying licenses within the same agency or municipality. To qualify for multi-user price levels, contracts must be

<sup>1</sup> Each Executive Programs Leadership Team must consist of one Leader and three (3) to ten (10) Team Members. A

<sup>2</sup> Each IT Leadership Team must consist of one Leader and three (3) to ten (10) Team Members. A maximum of one Leader

<sup>3</sup> A maximum of 7 add-on workgroup members may be added to a base workgroup of the same type for a total of 10

<sup>4</sup> Limited availability. Check with Sales Representative before purchasing.

<sup>5</sup> Purchasing prerequisite applies. Check with Sales representatives before purchasing.

<sup>6</sup> Gartner for Technical Professional SMB, Gartner for Technical Planner SMB, and Gartner for Technical Planner Essentials

<sup>7</sup> IT Executives Portfolio renewal services are only available to eligible license holders who purchased the service listed on

**Gartner reserves the right to refresh its pricing and product offerings on an annual basis. The refreshed**

## PRODUCTS REMOVED



**BOT / Gartner contract**

<b>Seat Holder</b>	<b>Solution</b>
Mary Jo Horace	Gartner for Enterprise Leaders Applications
Simona Rollinson	Gartner for Executive Programs Member
Ed Paddock	Gartner for IT Leadership Team
All staff	Gartner for Technical Professionals Advisor SMB

**Total**

**Sheriff / Gartner contract**

<b>Seat Holder</b>	<b>Solution</b>
Bob McInerney	Gartner for Executive Programs Member
All IT staff	Gartner for Technical Professionals Advisor SMB

**Total**

**EXHIBIT 5**  
**BOARD APPROVAL**

COOK COUNTY SIGNATURE PAGE

(SECTION 10)

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

*Sam E. ML*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 19 DAY OF March, 20 15

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR  
CONTRACT NUMBER 1525-14406

OR

ITEM(S), SECTION(S), PART(S) \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$620,835.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

MAR 11 2015

APPROVED AS TO FORM:

NA

N/A

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(3).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.